

Agenda

Prosper Town Council Meeting

Council Chambers
Prosper Town Hall
250 W. First Street, Prosper, Texas
Tuesday, October 25, 2022
6:15 PM

Notice Regarding Public Participation

Welcome to the Prosper Town Council. Individuals may attend the meeting in person, or access the meeting via videoconference, or telephone conference call.

Join the Zoom Meeting by clicking on the following link: https://us02web.zoom.us/j/87047432329

To join the meeting by phone, dial (346) 248-7799

Enter Meeting ID: 870 4743 2329

Addressing the Town Council:

Those wishing to address the Town Council must complete the located on the Town website or in Council Chambers.

If you are attending in person, please submit this form to the Town Secretary prior to the meeting. When called upon, please come to the podium and state your name and address for the record.

If you are attending online/virtually, please submit this form to the Town Secretary prior to 4:00 p.m. on the day of the meeting. Please ensure your full name appears on the screen and you are unmuted so the meeting moderator can recognize you and allow you to speak. The Chat feature is not monitored during the meeting. The Town assumes no responsibility for technical issues that are beyond our control.

If you encounter any problems joining or participating in the meeting, please call our help line at 972-569-1191 for assistance.

Call to Order/ Roll Call.

Invocation, Pledge of Allegiance and Pledge to the Texas Flag.

Announcements of recent and upcoming events.

Presentations.

 Proclamation recognizing the week of November 7-11, 2022, as Municipal Court week. (CO)

CITIZEN COMMENTS

The public is invited to address the Council on any topic. However, the Council is unable to discuss or take action on any topic not listed on this agenda. Please complete a "Public Comment Request Form" and present it to the Town Secretary prior to the meeting.

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CONSENT AGENDA:

Items placed on the Consent Agenda are considered routine in nature and non-controversial. The Consent Agenda can be acted upon in one motion. Items may be removed from the Consent Agenda by the request of Council Members or staff.

- Consider and act upon the minutes of the October 11, 2022, Town Council Work Session meeting. (MLS)
- Consider and act upon the minutes of the October 11, 2022, Town Council meeting. (MLS)
- Consider and act upon minutes of the October 18, 2022 Town Council Special meeting.
 (MLS)
- Consider and act upon approving amendments to Administrative Regulation Chapter
 13 Fund Balance. (RBS)
- 6. Consider and act upon a resolution accepting and approving the 2022 Tax Roll. (SM)
- Consider and act upon a resolution authorizing the Interim Town Manager, and/or his/her designee, to apply for the Office of the Governor, Homeland Security Grants Division, 2022 SHSP Town of Prosper SWAT Communication Headsets Project Grant and consider and act upon accepting the Office of the Governor, Homeland Security Grants Division, 2022 SHSP Town of Prosper SWAT Communication Headsets Project Grant. (DK)
- 8. Consider and act upon approving the purchase of a 2022 John Deere 135G Mini Excavator from RDO Equipment Co., through the Sourcewell Purchasing Cooperative; and authorizing the Interim Town Manager to execute documents for the same. (FJ)
- Onsider and act upon approving the purchase of water meters between Core & Main, a sole source provider, and the Town of Prosper, Texas; and authorizing the Interim Town Manager to execute documents for the same. (FJ)
- 10. Consider and act upon approving the lease agreement for an Elgin RegenX Regenerative Air Street Sweeper from Kinloch Equipment & Supply, Inc., through the Sourcewell Purchasing Cooperative; and authorizing the Town Manager to execute documents for the same. (FJ)
- 11. Consider and act upon renewing Bid No. 2019-53-A for one year to Wopac Construction, Inc., as the primary vendor, and HQS Construction, LLC, as the secondary vendor, at the unit prices bid, to establish an annual fixed-price contract for Miscellaneous Concrete Replacement Services; and authorizing the Interim Town Manager to execute same. (FJ)
- 12. Consider and act upon the purchase of office furniture for the new Central Fire Station and Fire Administration Building from Wilson-Bauhaus Interiors using the ESI NCPA, AIS NCPA, Sitmatic NCPA, Kimball Omnia, and JSI Omnia contracts; and authorizing the Interim Town Manager to execute the Proposal and the Terms and Conditions of Purchase for same. (SB)
- 13. Consider and act upon approving the purchase of Fire Station Emergency Station Alerting for the new Central Fire Station and Fire Administration Building from US Digital Designs, through the Houston-Galveston Area Council (HGAC) Cooperative

Page 2 of 4

- Purchasing Program; and authorizing the Interim Town Manager to execute documents for the same. (SB)
- 14. Consider and act upon approving the purchase of a 2023 Ram 1500 Pickup Truck from Enterprise Fleet Management utilizing The Interlocal Purchasing System (TIPS); and authorizing the Interim Town Manager to execute the same. (SB)
- Consider and act upon approving the purchase of Bunker Gear and Wildland Gear from NAFECO INC., utilizing the Texas Local Government Purchasing Cooperative; and authorizing the Interim Town Manager to execute documents for the same. (SB)
- 16. Consider and act upon the purchase of twenty-one (21) TASER 7 devices from Axon Enterprise, through the Texas Local Government Purchasing Cooperative. (BM)
- 17. Consider an act upon approval of a contract with The Christmas Light Company for Christmas Display Services. (DB)
- Consider and act upon whether to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on any Site Plans and Preliminary Site Plans, including Windmill Hill, 7 Brew, and Lighthouse Church. (DS)

REGULAR AGENDA:

If you wish to address the Council, please fill out a "Public Comment Request Form" and present it to the Town Secretary, preferably before the meeting begins. Pursuant to Section 551.007 of the Texas Government Code, individuals wishing to address the Council for items listed as public hearings will be recognized when the public hearing is opened. For individuals wishing to speak on a non-public hearing item, they may either address the Council during the Citizen Comments portion of the meeting or when the item is considered by the Town Council.

Items for Individual Consideration:

- 19. Consider appointment of Weaver and Tidwell, L.L.P. for a five-year term as external auditors for the Town's annual audited financial statements for the fiscal year ending September 30, 2022, through 2026, and authorizing the Interim Town Manager to approve the annual engagement letter. (RBS)
- 20. Consider the appointment of Burns & McDonnell as the solid waste services consultant to assist the Town in the writing and issuance of a Solid Waste Services Request for Proposal (RFP), and an RFP for the purchase and distribution of Town-owned solid waste containers and authorizing the Interim Town Manager to approve the related contract for services for an amount not to exceed \$50,000. (RBS)
- 21. Consider and act upon the appointment of members to an ad hoc select committee to consider and address the continuation of the Fire Control, Prevention and Emergency Medical Services District and the Crime Control and Prevention District, and to make recommendations to the Town Council regarding the term of continuation of said Districts, and all matters incident and related thereto. (MLS)

Possibly direct Town staff to schedule topic(s) for discussion at a future meeting.

EXECUTIVE SESSION:

Recess into Closed Session in compliance with Section 551.001 et seq. Texas Government Code, as authorized by the Texas Open Meetings Act, to deliberate regarding:

Section 551.087 – To discuss and consider economic development incentives and all matters incident and related thereto.

Section 551.072 – To discuss and consider purchase, exchange, lease or value of real property for municipal purposes and all matters incident and related thereto.

Section 551.074 - To discuss appointments to the Fire Control, Prevention and Emergency Medical Services District and the Crime Control and Prevention District select committee.

Section 551.074 – To discuss and consider personnel matters, including Town Manager search and selection process, and all matters incident and related thereto.

Reconvene in Regular Session and take any action necessary as a result of the Closed Session.

Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Friday, October 21, 2022, and remained so posted at least 72 hours before said meeting was convened.

Michelle Lewis Sirianni, Town Secretary	Date Notice Removed

Pursuant to Section 551.071 of the Texas Government Code, the Town Council reserves the right to consult in closed session with its attorney and to receive legal advice regarding any item listed on this agenda.

NOTICE

Pursuant to Town of Prosper Ordinance No. 13-63, all speakers other than Town of Prosper staff are limited to three (3) minutes per person, per item, which may be extended for an additional two (2) minutes with approval of a majority vote of the Town Council.

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS: The Prosper Town Council meetings are wheelchair accessible. For special services or assistance, please contact the Town Secretary's Office at (972) 569-1011 at least 48 hours prior to the meeting time.

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Item 2.



MINUTES

Prosper Town Council Work Session

Prosper Town Hall – Executive Conference Room 250 W. First Street, Prosper, Texas Tuesday, October 11, 2022

Prosper is a place where everyone matters.

Call to Order/ Roll Call.

The meeting was called to order at 4:00 p.m.

Council Members Present:

Mayor David F. Bristol
Mayor Pro-Tem Jeff Hodges
Deputy Mayor Pro-Tem Craig Andres
Councilmember Marcus E. Ray
Councilmember Amy Bartley
Councilmember Chris Kern
Councilmember Charles Cotten

Staff Members Present:

Ron K. Patterson, Interim Town Manager
Terry Welch, Town Attorney
Michelle Lewis Sirianni, Town Secretary
Robyn Battle, Executive Director of Community Services
Hulon Webb, Interim Executive Director of Development and Infrastructure Services
James Edwards, Human Resources Director
Stuart Blasingame, Fire Chief
Doug Kowalski, Police Chief
Scott Brewer, Assistant Police Chief
Chris Landrum, Assistant Finance Director
Mary Branch, Health and Code Compliance Supervisor

Items for Individual Consideration

1. Discussion regarding the proposed job description, ideal candidate profile, and selection criteria matrix for the position of Town Manager. (RKP)

Mr. Bauer with Government Professional Solutions presented the Town Council with the information described in the above caption.

The Town Council discussed these items including any revisions and/or additions they would like to have revised and conferred the upcoming meeting dates associated with the process.

2. Discussion regarding the potential continuation of the Town of Prosper Fire Control, Prevention and Emergency Medical Services District and Town of Prosper Crime Control and Prevention District, and all matters incident and related thereto. (RKP)

Mr. Patterson provided an overview of the district's and how these incremental taxes function within the Town. Staff is seeking direction on whether the Town Council would

like to pursue the continuation of these districts, and if so, the districts can be reauthorized in a five (5), ten (10), fifteen (15), or twenty (20) year term.

The Town Council discussed with the consensus to form a committee and set a charge for them to determine the length of time and/or term for said districts.

3. Discussion regarding Short Term Rentals. (HW)

Mr. Webb presented the item indicating the Town currently has an ordinance banning short term rentals. Code Compliance currently reviews any complaints received and outlined their process based on their findings.

The Town Council discussed and requested staff to continue to be proactive and investigate any complaints they may receive.

4. Discussion regarding a proposed temporary emergency access point for Frontier Park. (RKP)

Mr. Patterson presented an outline of the current access points for Frontier Park. Staff is recommending no changes are made.

The Town Council discussed the various access/entry points and requested a bollard be added between the Preston Lakes subdivision and the park along with signage indicating what is permissible.

Adjourn.

The meeting was adjourned at 5:30 p.m.

These minutes approved on the 25th day of October 2022.

AF	PPROVED:
700	ovid E Drietal Mayor
Da	avid F. Bristol, Mayor
ATTEST:	
ATTEST.	
Michelle Lewis Sirianni, Town Secretary	

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Item 3.



Prosper is a place where everyone matters.

MINUTES

Prosper Town Council Meeting

Council Chambers Prosper Town Hall 250 W. First Street, Prosper, Texas Tuesday, October 11, 2022

Call to Order/ Roll Call.

The meeting was called to order at 6:15 p.m.

Council Members Present:

Mayor David F. Bristol Mayor Pro-Tem Jeff Hodges Deputy Mayor Pro-Tem Craig Andres Councilmember Marcus E. Ray Councilmember Amy Bartley Councilmember Chris Kern Councilmember Charles Cotten

Staff Members Present:

Ron K. Patterson, Interim Town Manager Terry Welch, Town Attorney Michelle Lewis Sirianni, Town Secretary Robyn Battle, Executive Director of Community Services Hulon Webb, Interim Executive Director of Development and Infrastructure Services David Soto, Planning Manager Todd Rice, Communications Manager Dan Baker, Parks and Recreation Director Paul Naughton, Senior Park Planner Leslie Scott, Director of Library Services Pamela Clark, Business Systems Analyst Jessika Hotchkin, Help Desk Technician I Doug Kowalski, Police Chief Stuart Blasingame, Fire Chief

Invocation, Pledge of Allegiance and Pledge to the Texas Flag.

Meigs Miller led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

Announcements of recent and upcoming events.

Councilmember Kern made the following announcements:

Thank you to everyone who joined us for "Celebrate Prosper" in Frontier Park this past Saturday. We had a great turnout and appreciated the Parks and Recreation Department and all those who were involved in such a great event.

Early Voting for the November 8 Primary Election begins on Monday, October 24 and runs through Friday, November 4. Voting dates and hours may be found on the Town's website and or by visiting the Collin County or Denton County Elections websites for additional Early Voting and Election Day voting locations and information.

On Saturday, October 29 residents may dispose of your prescription drugs during the Drug Take-Back event being held at the Central Fire Station located at 1500 E. First Street from 10:00 a.m. until 2:00 p.m. To learn what items you may dispose of and how to prepare them, visit www.dea.gov/takebackday.

The Parks and Recreation Department will host a bus trip to Dallas on Wednesday, November 2 from 8:30 a.m. to 5:30 p.m. Enjoy a trip to the George W. Bush Presidential Library and Sixth Floor Museum, as well a drive through other areas of Dallas and lunch at El Ranchito. Sign up today at www.prosperparksandrec.org. Deadline to register is Wednesday, October 26.

The Town will host its first annual pickleball tournament on Saturday, November 5. Games will be played at the Reynolds Middle School tennis courts in Prosper beginning at 8:30 a.m. with courts open at 8:00 a.m. Visit the Town's website Upcoming Events page for more information including how to register.

Join the Town for its annual Arbor Day Celebration on Saturday, November 5 at Hackberry Park (corner of Goldenrod Land and Freeman Way within Windsong Ranch) for a fun morning of planting and learning about trees.

Presentations.

1. Veteran's Memorial funding presentation. (RB)

John Manganilla with Atmos Energy presented a check to members of the Prosper Rotary Club for the Prosper Veteran's Memorial, which will be located at Frontier Park.

Mayor Bristol extended his appreciation to both groups and announced the upcoming Prosper Veterans Day 5K and Fun Run with proceeds benefiting the funding for the memorial.

2. Recognize outgoing Board and Commission members. (MLS)

Mayor Bristol recognized outgoing Board and Commission members from the Planning and Zoning Commission, Parks and Recreation Board, Community Engagement Committee, and the Library Board.

3. Receive an update from the Library Department. (LS)

Ms. Scott presented an update highlighting their programs and services, social media outreach, yearly stats, accomplishments, and upcoming events.

CONSENT AGENDA:

Items placed on the Consent Agenda are considered routine in nature and non-controversial. The Consent Agenda can be acted upon in one motion. Items may be removed from the Consent Agenda by the request of Council Members or staff.

- 4. Consider and act upon the minutes of the September 27, 2022, Town Council meeting. (MLS)
- 5. Consider and act upon authorizing the Interim Town Manager to execute an Interlocal Agreement between the City of Frisco, and the Town of Prosper, Texas, related to the median maintenance and improvements on US Highway 380 from Mahard Parkway to Lovers Lane. (PN)

- 6. Consider and act upon the purchase of playground equipment for Lakewood Preserve Park, Phase II (project# 2107-PK) from Game Time/Cunningham Recreation using Buyboard contract #592-19 through the Texas Local Government Purchasing Cooperative; and authorizing the Interim Town Manger to execute documents for the same. (PN)
- 7. Consider and act upon approving an agreement with Medical Center of Plano for Medical Control and Continuing Education Services; and authorizing the Interim Town Manager to execute the same. (SB)
- 8. Consider and act upon approving the purchase of uniforms and equipment from Galls, LLC through the City of Frisco cooperative best value bid (1905-082). (SB)
- 9. Consider and act upon approving the purchase of pharmaceuticals and emergency medical supplies from Bound Tree Medical, LLC, at the unit prices bid through a City of Richardson contract. (SB)
- 10. Consider and act upon Ordinance 2022-66 abandoning a portion of Good Hope Road prescriptive right-of-way, located south of Parvin Road, beginning at a point directly north of Mill Pond Drive and extending for 625± feet. (PC)
- 11. Consider and act upon Ordinance 2022-67 abandoning a portion of Good Hope Road prescriptive right-of-way, located south of Parvin Road, beginning 300± feet north of Kinglet Drive and extending northward approximately 1,200 feet. (PC)
- 12. Consider and act upon Ordinance 2022-68 renaming a segment of Fishtrap Road to First Street located between Legacy Drive and Gee Road. (MD22-0007) (PC)

Councilmember Ray made a motion to approve consent agenda items 4 through 12. Mayor Pro-Tem Hodges seconded that motion, and the motion was unanimously approved.

CITIZEN COMMENTS

Russell Kole, 4411 Mueller Lane, expressed his concern to the dangerous traffic situations occurring in the Windsong Ranch neighborhood. He requested the Town Council to consider a four-way stop sign at Fishtrap and Windsong Ranch Parkway and increased Police presence to alleviate some traffic issues.

Items for Individual Consideration:

13. Conduct a public hearing and act upon a request to amend the Future Land Use Plan from Residential Low Density to Retail and Neighborhood Services, generally located, located on the east side of Preston Road, north of St. Peter Lane. (CA21-0001). (DS)

Mayor Bristol stated the applicant has requested to table.

Councilmember Kern stated based on timing, complexity, and staff availability makes a motion to table a public hearing and act upon a request to amend the Future Land Use Plan from Residential Low Density to Retail and Neighborhood Services, generally located, located on the east side of Preston Road, north of St. Peter Lane to January 10, 2023. Councilmember Bartley seconded that motion, and the motion was unanimously approved.

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14. Conduct a public hearing and act upon a request to rezone 13.3± acres from Single Family-15 (SF-15) to Planned Development-Retail (PD-R), generally to allow for an office/retail development, located on the east side of Preston Road, north of St. Peter Lane. (Z21-0003). (DS)

Mayor Bristol stated since the previous item was tabled, they are unable to consider this item and can table.

Councilmember Kern made a motion to table a public hearing and act upon a request to rezone 13.3± acres from Single Family-15 (SF-15) to Planned Development-Retail (PD-R), generally to allow for an office/retail development, located on the east side of Preston Road, north of St. Peter Lane to January 10, 2023. Councilmember Bartley seconded that motion, and the motion was unanimously approved.

Mayor Bristol stated he would like to switch items 15 and 16.

16. Consider and act upon approval of a job description, ideal candidate profile, and selection criteria matrix for the position of Town Manager. (RKP)

Mayor Pro-Tem Hodges made a motion to approve a job description, the ideal candidate profile, and selection criteria matrix with the following changes: on the job description, change to Master's degree preferred; on the candidate profile, change to Master's degree preferred, and add be a member of ICMA and TCMA; and, on the selection matrix, increase 'Versatility' to 20% and lower 'Education' to 15%. Councilmember Cotten seconded that motion, and the motion was unanimously approved.

15. Consider and act upon the appointment of members to the Comprehensive Plan Advisory Committee. (DS)

Mr. Soto stated at the September 13, 2022, Town Council meeting, Town Council approved a contract with Freese and Nichols to provide an update to the Comprehensive Plan. The first task for this project is to appoint members to an advisory committee to include two (2) members of Town Council, two (2) members of the Planning and Zoning Commission, and one at-large member.

Mayor Bristol stated that the Town Council would like to discuss this item in Executive Session. However, before doing so, the Mayor recognized and presented a THRIVES coin to Dan Baker and Trevor Helton of the Parks and Recreation Department for their outstanding services and programs that have been held.

EXECUTIVE SESSION:

Recess into Closed Session in compliance with Section 551.001 et seq. Texas Government Code, as authorized by the Texas Open Meetings Act, to deliberate regarding:

Section 551.087 – To discuss and consider economic development incentives and all matters incident and related thereto.

Section 551.072 – To discuss and consider purchase, exchange, lease or value of real property for municipal purposes and all matters incident and related thereto.

Section 551.074 – To discuss and consider personnel matters and all matters incident and related thereto.

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Section 551.074 - To discuss appointments to the Comprehensive Plan Advisory Committee, and all matters incident and related thereto.

Section 551.074 - To consult with the Town Attorney regarding legal issues relative to Article 4.11 of the Town Code of Ordinances, and all matters incident and related thereto.

The Town Council recessed into Executive Session at 6:47 p.m.

Reconvene in Regular Session and take any action necessary as a result of the Closed Session.

The Town Council reconvened into Regular Session at 8:16 p.m.

Mayor Pro-Tem Hodges made a motion to authorize the Town Manager to execute a Tolling Agreement with Trejax, LP, and take any and all actions relative to title-related issues forfiling appropriate documentation in the deed records of Collin County, Texas. Councilmember Bartley seconded that motion, and the motion was unanimously approved.

Mayor Pro-Tem Hodges made a motion to modify the committee for the Comprehensive Plan Advisory Committee to include a sixth member, those members being: Amy Bartley as Chair, Chris Kern, Doug Charles, Tommy Van Wolfe, Glen Blanscet, and Dr. Greg Bradley. Councilmember Bartley seconded that motion, and the motion was unanimously approved.

Responding to a question from Council, Mr. Patterson responded that the residents of Star Trail have been provided with information related to the crosswalk. Mr. Patterson also confirmed that staff will investigate the issue related to the traffic issue in Windsong Ranch that was brought forward during Citizen Comments.

Adjourn.

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The meeting	was ad	iournea	aı	o:⊤	90	ı.m.

These minutes approved on the 25th day of October 2022.

	APPROVED:
ATTEST:	David F. Bristol, Mayor
Michelle Lewis Sirianni, Town Secretary	

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Item 4.



MINUTES

Prosper Town Council Special Meeting

Prosper Town Hall – Executive Conference Room 250 W. First Street, Prosper, Texas Tuesday, October 18, 2022

Prosper is a place where everyone matters.

Call to Order/ Roll Call.

The meeting was called to order at 5:30 p.m.

Council Members Present:

Mayor David F. Bristol Mayor Pro-Tem Jeff Hodges Councilmember Amy Bartley Councilmember Chris Kern

Council Members Absent:

Deputy Mayor Pro-Tem Craig Andres Councilmember Marcus E. Ray Councilmember Charles Cotten

Staff Members Present:

Ron K. Patterson, Interim Town Manager Michelle Lewis Sirianni, Town Secretary Robyn Battle, Executive Director of Community Services James Edwards, Human Resources Director

<u>Items for Individual Consideration</u>

1. Consider and act upon the approval of a recruitment brochure for the position of Town Manager. (RKP)

Mr. Bret Bauer with Government Professional Solutions presented the Town Council with a draft recruitment brochure and asked for feedback and/or changes to the brochure.

The Town Council discussed adding the City of Aubrey to the Independent School District (ISD) section, including the number of Town employees, ensuring all facts had been checked, rewording the Downtown Master Plan portion, and adding the Capital Dedicated Fund to Appropriations Highlights.

Councilmember Bartley made a motion to approve a recruitment brochure for the position of Town Manager with changes as discussed. Councilmember Kern seconded that motion, and the motion was unanimously approved.

EXECUTIVE SESSION:

Recess into Closed Session in compliance with Section 551.001 et seq. Texas Government Code, as authorized by the Texas Open Meetings Act, to deliberate regarding:

Section 551.074 – To discuss and consider personnel matters, including Town Manager search and selection process, and all matters incident and related thereto.

Reconvene in Regular Session and take any action necessary as a result of the Closed Session.

No Executive Session was held. Therefore, no action was taken.

Adjourn.

The meeting was adjourned at 5:52 p.m.

These minutes approved on the 25th day of October 2022.

APPROVED:

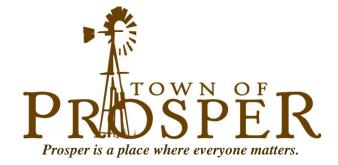
David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

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ADMINISTRATIVE SERVICES



To: Mayor and Town Council

From: Robert B. Scott, Executive Director of Administrative Services

Through: Ron K Patterson, Interim Town Manager

Re: Amendments to Administrative Regulations Chapter 13- Fund Balance

Town Council Meeting - October 25, 2022

Agenda Item:

Consider and act upon approving amendments to Administrative Regulation Chapter 13 - Fund Balance. (RBS)

Description of Agenda Item:

At the July 26, 2022, Town Council Meeting significant amendments were made to various financial policies including the Fund Balance Policy which requires a 5% fund balance reserve in addition to the 20% required under the Town Charter. During budget discussions, however, Council determined that with other policies in place a 5% additional reserve was excessive and instructed staff to reduce it to 1% which when added to the charter required 20% will result in a total 21% General Fund reserve.

Budget Impact:

This amendment will increase the amount of excess fund balance that is available for programming.

Attached Documents:

- 1. Chapter 13 Fund Balance Policy redline version
- 2. Chapter 13 Fund Balance Policy final version

Town Staff Recommendation:

Town staff recommends approval of the amendments to the Town's Financial Policy Chapter 13.

Proposed Motion:

I move to approve the amendment to the Town Financial Policy Chapter 13.

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TOWN OF PROSPER ADMINISTRATIVE REGULATIONS

CHAPTER 13:C FUND BALANCE POLICY

SECTION 13.01: PURPOSE AND OVERVIEW

The purpose of this policy is to establish guidelines for fund balance levels within each of the Town of Prosper's funds. It is essential that the Town maintain adequate levels of fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, or adverse circumstances. The Town of Prosper avoids appropriating fund balance for recurring expenses. However, in the event that fund balance is used to support recurring expense, the budget will clearly identify the uses of fund balance and provide an explanation of the circumstances requiring the use of fund balance. In addition, the budget will also address the future potential uses of fund balance for operating expenditures and a course of action to replenish fund balances to target levels.

This policy ensures the Town maintains adequate fund balances in various operating funds for capacity to:

- 1. Provide sufficient cash flow for daily financial needs,
- 2. Secure and maintain investment grade bond ratings,
- 3. Offset significant downturns or revenue shortfalls, and
- 4. Provide funds for unforeseen expenditures related to emergencies.

SECTION 13.02: DEFINITIONS AND CATEGORIES

A. Fund Balance

Defined as the difference between a fund's assets and liabilities reported in a governmental fund, which is more a measure of liquidity than of net worth. This would be most similar to *working capital* as used in the private sector. For financial reporting purposes, the Governmental Accounting Standards Board (GASB) requires the Town to divide its fund balance into the following sub-categories using defined flow assumptions:

1. Restricted Fund Balance – While the Fund Balance Policy is intended to focus more on unrestricted portions of fund balance. it is important to note a Town Charter provision in Section 7.08 as amended in May 2011 that imposes a legal restriction on a Contingent Reserve of the General Fund. It reads, "Provision shall be made in the annual budget maintaining a

contingency reserve fund balance designation in an amount not less than twenty percent (20%) of the total general fund expenditures, to be used in case of unforeseen items of expenditure or revenue shortfalls. This shall apply to current operating expenses and shall not overlap with any other amount of reserves maintained by the Town. Such contingency reserve appropriation shall be under the control of the Town Manager and distributed by him



or her only in the event of an emergency or after supplemental appropriation by the Town Council. The proceeds of the contingency reserves shall be disbursed only by transfer to departmental appropriation, the spending of which shall be charged to the departments or activities for which the appropriations are made."

- 2. Committed Fund Balance The Town Council is the Town's highest level of decision-making authority and the formal action that is required to be taken to establish, modify, or resc.:ind a fund balance commitment is an ordinance or resolution adopted by the Town Council. The formal action must either adopt or rescind the commitment, as applicable, prior to the last day of the fiscal year for which the commitment is made. The amount subject to the constraint may be determined in the subsequent period.
- 3. Assigned Fund Balance The Town Council authorizes the Town Manager or his/her designee as the official authorized person to assign fund balance to a specific purpose approved by this fund balance policy.
- 4. Flow Assumptions for the Order of Expenditure of Fund Balance While multiple categories of fund balance are available for expenditure (for example, a construction project is being funded partly by a grant, funds set aside by the Town Council, and unassigned fund balance), the Town will start with the most restricted category and spend those funds first before moving down to the next category with available funds. Normally this would result in the use of restricted, then committed, then assigned, and lastly, unassigned fund balance.

The Town reserves the right to selectively spend unassigned resources first to defer the use of these other classified funds if determined to be in the Town's best interest.

B. Level of Fund Balance

- 1. The Government Finance Officers Association (GFOA) has issued Best Practice recommendations providing practical guidance for determining appropriate levels of fund balance for both the General Fund and for proprietary funds. Each year in preparation for the annual budget process, finance staff will review the events of the prior year in regards to Best Practice criteria to determine the need for any revisions to Fund Balance policies.
- 2. Minimum Unassigned Fund Balance It is the goal of the Town to achieve and maintain an unassigned fund balance in the general fund equal to <u>five_one</u> percent (51%) of budgeted expenditures for unanticipated expenditures, unforeseen revenue fluctuations, or other adverse circumstances. The unassigned fund balance level, however, may be reduced during unusual financial circumstances. However, if such a situation occurs, the Town will implement necessary corrective action within a five-year plan to restore the unassigned fund balance to the equivalent of <u>five_one</u> percent (51%) of budgeted expenditures. This amount is in addition to the twenty percent (20%) restricted fund balance amount required by the Town Charter.
- 3. Non-governmental fund balances The Town recognizes the need to apply a minimum balance policy to the proprietary funds maintained by the Town. Therefore, the Town shall strive to maintain a minimum ending working capital balance (current assets minus current liabilities) of at least twenty-five-one percent (215%) of budgeted non-capital expenditures for each of the proprietary funds. If the working capital level should fall below the desired minimum. the Town will implement necessary corrective action within a five-year plan to restore the working capital balance to twenty-five-one percent (2521%) of budgeted non-capital expenditures.

TOWN OF PROSPER ADMINISTRATIVE REGULATIONS

CHAPTER 13: FUND BALANCE POLICY

SECTION 13.01: PURPOSE AND OVERVIEW

The purpose of this policy is to establish guidelines for fund balance levels within each of the Town of Prosper's funds. It is essential that the Town maintain adequate levels of fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, or adverse circumstances. The Town of Prosper avoids appropriating fund balance for recurring expenses. However, in the event that fund balance is used to support recurring expense, the budget will clearly identify the uses of fund balance and provide an explanation of the circumstances requiring the use of fund balance. In addition, the budget will also address the future potential uses of fund balance for operating expenditures and a course of action to replenish fund balances to target levels.

This policy ensures the Town maintains adequate fund balances in various operating funds for capacity to:

- 1. Provide sufficient cash flow for daily financial needs,
- 2. Secure and maintain investment grade bond ratings,
- 3. Offset significant downturns or revenue shortfalls, and
- 4. Provide funds for unforeseen expenditures related to emergencies.

SECTION 13.02: DEFINITIONS AND CATEGORIES

A. Fund Balance

Defined as the difference between a fund's assets and liabilities reported in a governmental fund, which is more a measure of liquidity than of net worth. This would be most similar to *working capital* as used in the private sector. For financial reporting purposes, the Governmental Accounting Standards Board (GASB) requires the Town to divide its fund balance into the following sub-categories using defined flow assumptions:

1. Restricted Fund Balance – While the Fund Balance Policy is intended to focus more on unrestricted portions of fund balance. it is important to note a Town Charter provision in Section 7.08 as amended in May 2011 that imposes a legal restriction on a Contingent Reserve of the General Fund. It reads, "Provision shall be made in the annual budget maintaining a

contingency reserve fund balance designation in an amount not less than twenty percent (20%) of the total general fund expenditures, to be used in case of unforeseen items of expenditure or revenue shortfalls. This shall apply to current operating expenses and shall not overlap with any other amount of reserves maintained by the Town. Such contingency reserve appropriation shall be under the control of the Town Manager and distributed by him or her only in the event of an emergency or after supplemental appropriation by the Town Council. The proceeds of the contingency reserves shall be disbursed only by transfer to departmental appropriation, the spending of which shall be charged to the departments or activities for which the appropriations are made."

- 2. Committed Fund Balance The Town Council is the Town's highest level of decision-making authority and the formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is an ordinance or resolution adopted by the Town Council. The formal action must either adopt or rescind the commitment, as applicable, prior to the last day of the fiscal year for which the commitment is made. The amount subject to the constraint may be determined in the subsequent period.
- 3. Assigned Fund Balance The Town Council authorizes the Town Manager or his/her designee as the official authorized person to assign fund balance to a specific purpose approved by this fund balance policy.
- 4. Flow Assumptions for the Order of Expenditure of Fund Balance While multiple categories of fund balance are available for expenditure (for example, a construction project is being funded partly by a grant, funds set aside by the Town Council, and unassigned fund balance), the Town will start with the most restricted category and spend those funds first before moving down to the next category with available funds. Normally this would result in the use of restricted, then committed, then assigned, and lastly, unassigned fund balance.

The Town reserves the right to selectively spend unassigned resources first to defer the use of these other classified funds if determined to be in the Town's best interest.

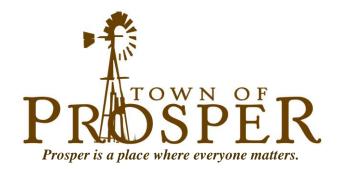
B. Level of Fund Balance

- 1. The Government Finance Officers Association (GFOA) has issued Best Practice recommendations providing practical guidance for determining appropriate levels of fund balance for both the General Fund and for proprietary funds. Each year in preparation for the annual budget process, finance staff will review the events of the prior year in regards to Best Practice criteria to determine the need for any revisions to Fund Balance policies.
- 2. Minimum Unassigned Fund Balance It is the goal of the Town to achieve and maintain an unassigned fund balance in the general fund equal to five percent (5%) of budgeted expenditures for unanticipated expenditures, unforeseen revenue fluctuations, or other adverse circumstances. The unassigned fund balance level, however, may be reduced during unusual financial circumstances. However, if such a situation occurs, the Town will implement necessary corrective action within a five-year plan to restore the unassigned fund balance to the equivalent of one percent (1%) of budgeted expenditures. This amount is in addition to the twenty percent (20%) restricted fund balance amount required by the Town Charter.
- 3. Non-governmental fund balances –The Town recognizes the need to apply a minimum balance policy to the proprietary funds maintained by the Town. Therefore, the Town shall

strive to maintain a minimum ending working capital balance (current assets minus current liabilities) of at least twenty-one percent (21%) of budgeted non-capital expenditures for each of the proprietary funds. If the working capital level should fall below the desired minimum, the Town will implement necessary corrective action within a five-year plan to restore the working capital balance to twenty-one percent (21%) of budgeted non-capital expenditures.

Item 6.

FINANCE



To: Mayor and Town Council

From: Sandy Mattick, Interim Finance Director

Through: Ron K. Patterson, Interim Town Manager

Robert. B Scott, Executive Director of Administrative Services

Re: 2022 Tax Roll

Town Council Meeting – October 25, 2022

Agenda Item:

Consider and act upon a resolution accepting and approving the 2022 Tax Roll.

Description of Agenda Item:

The Texas Property Tax Code, Section 26.09 (e) requires the Town Council to approve the Appraised Roll with tax amounts entered by the Assessor. The Collin County Tax Assessor Collector provided the attached 2022 Tax Roll Summary with a total levy of \$36,278,434.84. Although the enclosed document is titled "Collin County," this refers to the Tax Assessor Collector, who performs tax collection for Prosper properties in both Collin and Denton Counties.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached resolution as to form and legality. Council approval of this resolution is required by the Texas Property Tax Code, Section 26.09 (e).

Attached Documents:

- 1. Resolution
- 2. 2022 Tax Roll Summary

Town Staff Recommendation:

Town staff recommends that the Town Council approve the resolution accepting and approving the 2022 Tax Roll as provided by the Assessor.

Proposed Motion:

I move to approve the resolution accepting and approving the 2022 Tax Roll.

RESOLUTION NO. 2022-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ACCEPTING AND APPROVING THE 2022 TAX ROLL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 26.09(e) of the Texas Property Tax Code requires the Town Council to approve the Tax Roll; and

WHEREAS, the Town received notification from the Collin County Tax Assessor Collector as to the Tax Roll jurisdiction summary as of October 1, 2022, and

WHEREAS, a summary statement of said 2022 Tax Roll is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, THAT:

SECTION 1

All matters stated in the preamble of this Resolution are true and correct and are hereby incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2

The Town Council of the Town of Prosper, Texas, does hereby accept and approve the 2022 Tax Roll as submitted by the Collin County Tax Assessor Collector.

SECTION 3

The attached Exhibit A constitutes the official Town of Prosper 2022 Tax Roll, containing a tax levy of \$36,278,434.84.

SECTION 4

This Resolution is effective on the date of passage by the Town Council.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 25TH DAY OF OCTOBER, 2022.

ATTEST:	David F. Bristol, Mayor	
Michelle Lewis Sirianni, Town Secretary		
APPROVED AS TO FORM AND LEGALITY:		
Terrence S. Welch, Town Attorney		



KENNETH L. MAUN TAX ASSESSOR COLLECTOR COLLIN COUNTY

2300 Bloomdale Road, Suite 2366 P.O. Box 8006

McKinney, TX 75070-8006 (972) 547-5020

Fax: (214) 491-4808

Email: kmaun@collincountytx.gov

October 1, 2022

David F. Bristol, Mayor Town of Prosper P.O. Box 307 Prosper, TX 75078

Dear Mayor Bristol,

Attached is the 2022 Tax Roll Summary for Town of Prosper.

Submission of the 2022 Tax Roll to your governing body for approval, in accordance with *Texas Property Tax Code*, Section 26.09, will constitute the 2022 Tax Roll for Town of Prosper.

Please provide my office a copy of your ordinance approving the Tax Roll at your earliest convenience. While this is a formality in the Texas Property Tax Code, we do want to fulfill the requirements of the law and do appreciate your cooperation.

If you have any questions, please contact me.

Sincerely,

Kenneth L. Maun

Tax Assessor Collector

KLM:jd

Enclosure

cc:

Betty Pamplin

Michelle Lewis Sirianni

2022	TAY	ROLL	CLIN	ЛКЛΔ	DV
ZUZZ	IAA	RULL	ວເມ	VIIVIA	R T

05 - PROSPER CITY

	Amount		Coun
NUMBER OF ACCOUNTS			14,773
MARKET VALUES			
ROLLCODE: MOBILE HOME			
Improvement	\$348,776		
ROLLCODE: PERSONAL			
Personal	\$294,865,528		
ROLLCODE: REAL	*****		
Agriculture	\$876,103,670		
Improvement	\$5,684,220,315		
Improvement Non-Home Site	\$973,940,881		
Land	\$1,896,210,778		
Land Ag Land Land Non-Home Site	\$791,398		
	\$1,006,941,338		
TOTAL MARKET VAI	LUE	\$10,733,422,684	
DEFERRALS Ag	\$070 700 670		274
	\$872,728,670	4070 700 070	271
TOTAL DEFERRALS	į	\$872,728,670	
EXEMPTIONS Absolute Exemption	#240 502		•
Autos , XO , PPV , XO , PPV	\$249,582		2
Cap Adjustment , XT , XT	\$48,604,201 \$1,053,781,068		28 6,705
Disabled	\$1,033,761,066		72
Disabled Veteran	\$111,818,082		472
Energy , XR , XR	\$74,220		1
Homestead	\$739,369,398		7,753
Miscellaneous , XV , XV	\$692,795,773		735
Nominal Value	\$128,948		152
Other, XF, XH, XU , XF, XH, XU,XF,XH,XU	\$100		1
Over 65	\$12,560,080		1,314
Pollution Control	\$3,307,589		6
Solar/Wind	\$359,257		10
Surviving Spouse Disabled Person	\$0		1
TOTAL EXEMPTIONS	3	\$2,663,244,798	
GRAND TOTAL FOR DEFERRALS AND EXEMPTIONS		\$3,535,973,468	
TOTAL MARKET VALUE		\$10,733,422,684	
TAXABLE VALUE		\$7,197,449,216	
TAX RATE		0.51	
ROLLCODE: MOBILE HOME			
Levy	\$1,582.61		24
ROLLCODE: PERSONAL			
Levy	\$1,224,575.43		1,011
ROLLCODE: REAL	****		
Levy	\$35,052,276.80	7	13,738
TOTAL LEVY		\$36,278,434.84	
EVY LOST DUE TO FROZEN		\$428,557.73	
OTHER LOST LEVY		\$0.00	

Item 6.

Run Date: October 03, 2022

05 - PROSPER CITY 2022 TAX ROLL SUMMARY

TOTAL LOST LEVY		\$428,557.73				
		Calcul	ation Analysis		7	
	Calc Levy	- Tax Amount	= Diff.	Market Value	Exemption	Taxable Value
Frozen	2,906,546.46	2,477,988.73	428,557.73	890,363,920	320,452,897	569,911,023
DV100 (Excl. Frozen)	12,322.32	12,322.32	0.00	110,952,728	90,837,075	20,115,653
Prorated (Excl. Frozen	0.00	0.00	0.00	0	0	0
Other	33,788,123.79	33,788,123.79	0.00	9,732,106,036	3,124,683,496	6,607,422,540
Total	36,706,992.57	36,278,434.84	428,557.73	10,733,422,684	3,535,973,468	7,197,449,216
DV100 (Incl. Frozen)	991.97	991.97	0.00	22,747,374	17,440,333	5,307,041
Prorated (Incl. Frozen	0.00	0.00	0.00	0	0	0



POLICE DEPARTMENT

To: Mayor and Town Council

From: Whitney Rehm, Grants Administrator

Through: Ron K. Patterson, Interim Town Manager

Doug Kowalski, Chief of Police

Re: Office of the Governor, Homeland Security Grants Division, 2022

SHSP - Town of Prosper SWAT Communication Headsets Project Grant

Town Council Meeting - October 25, 2022

Agenda Item:

Consider and act upon a resolution authorizing the Interim Town Manager, and/or his/her designee, to apply for the Office of the Governor, Homeland Security Grants Division, 2022 SHSP – Town of Prosper SWAT Communication Headsets Project Grant and consider and act upon accepting the Office of the Governor, Homeland Security Grants Division, 2022 SHSP – Town of Prosper SWAT Communication Headsets Project Grant.

Description of Agenda Item:

This item is being submitted as part of NCTCOG's regional project for funding through the Office of the Governor, Public Safety Office's State Homeland Security Program (SHSP), as required by project eligibility requirements. The communications gear creates an improved level of safety and situational awareness for SWAT Operators and can provide operators the ability to address day-to-day Operational Communications as well as critical incident/disaster Operational Communications.

This grant is funded at 100%. The Town of Prosper will be responsible to initially fund the headsets out of General Fund, and the State will reimburse the Town of Prosper.

Budget Impact:

This reimbursement award is in the amount of \$6,705.54 and will be funded from the Police Department's Tactical Supplies Account, 100-5214-20-01.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the terms and conditions and all award documentation as to form and legality.

Attached Documents:

1. Funding Announcement

Page 1 of 2

- 2. Invisio Quote and Sole Source Letter
- 3. Resolution
- 4. Statement of Grant Award

Town Staff Recommendation:

Town staff recommends the Town Council approve a resolution authorizing the Interim Town Manager, and/or his/her designee, to apply for the Office of the Governor, Homeland Security Grants Division, 2022 SHSP – Town of Prosper SWAT Communication Headsets Project Grant and accept the Office of the Governor, Homeland Security Grants Division, 2022 SHSP – Town of Prosper SWAT Communication Headsets Project Grant. A future budget amendment will be requested to account for the grant income and to allocate funding for this project.

Proposed Motion:

I move to accept a resolution authorizing the Interim Town Manager, and/or his/her designee, to apply for the Office of the Governor, Homeland Security Grants Division, 2022 SHSP – Town of Prosper SWAT Communication Headsets Project Grant and accept the Office of the Governor, Homeland Security Grants Division, 2022 SHSP – Town of Prosper SWAT Communication Headsets Project Grant.



Office of the Governor, Public Safety Office Homeland Security Grants Division Funding Announcement: 2022 State Homeland Security Program – LETPA Projects (SHSP-L)

Purpose

The purpose of this announcement is to solicit applications for projects that support state and local efforts to prevent terrorism and targeted violence and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens. PSO provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving a secure and resilient state.

Per Congressional mandate (911 Act), at least twenty-five percent (25%) of the combined Homeland Security Grant Program funding must be used for Law Enforcement Terrorism Prevention Activities (LETPA). The purpose of this solicitation is to support state, tribal and local preparedness activities that continue to build law enforcement capabilities to prevent terrorist attacks and provide law enforcement and public safety communities with funds to support critical prevention and protection activities. All LETPA investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

The SHSP-L is intended to support investments that improve the ability of jurisdictions to:

- Prevent a threatened or an actual act of terrorism;
- Protect its citizens, residents, visitors, and assets against the greatest threats and hazards;

Prevention is defined as the capabilities necessary to avoid, prevent, or stop a threatened or actual act of terrorism.

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, all SHSP-LEPTA projects must assist grantees in achieving target capabilities related to preventing or thwarting an initial or follow-on terrorist attack.

Available Funding

Federal funds are authorized under Section 2002 of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296), (6 U.S.C. 603). State Homeland Security Program (SHSP) funds are made available through a Congressional appropriation to the United States Department of Homeland Security (DHS). All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Eligible Organizations

- 1. State agencies;
- 2. Regional councils of governments;
- 3. Units of local government;
- 4. Nonprofit organizations;
- 5. Universities or Colleges; and
- 6. Federally recognized Native American tribes.

Application Process

Applicants must access the PSO's eGrants grant management website at https://eGrants.gov.texas.gov to register and apply for funding. For more instructions and information, see *eGrants User Guide to Creating an Application*, available here.

- 1. For eligible local and regional projects:
 - a. Applicants must contact their applicable regional council of governments (COG) regarding their application.
 - b. Each of Texas' 24 COGs holds its own application planning workshops, workgroups, and/or subcommittees and facilitates application prioritization for certain programs within its region. Failure to comply with regional requirements imposed by the COG may render an application ineligible.
- 2. State agencies, and other organizations proposing projects to increase preparedness statewide, may submit applications directly to PSO.

Key Dates

Action	Date
Funding Announcement Release	12/13/2021
Online System Opening Date	12/13/2021
Final Date to Submit and Certify an Application	2/10/2022 at 5:00pm CST
Earliest Project Start Date	09/01/2022

Project Period

Projects selected for funding must begin between September 1, 2022 and March 1, 2023, and expire on or before August 31, 2024. Additional guidelines are below:

- 1. Project periods should be structured so that projects that include grant-funded salaries and/or annual recurring costs do not overlap with the project periods of previous or future grant awards with the same costs.
- 2. Project periods should be structured so that projects that include grant-funded salaries and/or annual recurring costs are on a 12 **or** 24-month grant cycle/performance period.
- 3. Project periods for equipment only projects are generally awarded for a 6 to 12-month grant period.
- 4. PSO will consider proposed start or end dates falling outside of these guidelines on a case-by-case basis.

Funding Levels

Minimum: \$2.500

Maximum: None. However, PSO uses a risk-based formula to determine regional allocations. Local agencies should contact their regional COG for amounts historically available to the region and any maximum established by their COG. Additionally, PSO expects to make available approximately \$1.5 – \$2.5 million to state agencies in support of 10 - 15 projects under this solicitation and the SHSP-Regular solicitation.

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards (<u>TxGMS</u>), <u>Federal Uniform Grant Guidance</u>, and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

- 1. The Federal Emergency Management Agency (FEMA) has established National Priority Areas (NPA) for the Homeland Security Grant Program and required the State to dedicate at least 30% of Texas' SHSP funds to projects under the NPAs. The NPAs and prescribed amounts for each NPA are noted below. The PSO anticipates these priorities will remain in place for the 2022 SHSP grant cycle. Applicants are encouraged to submit projects under these National Priority (NP) Areas when the primary core capability addressed is consistent with a NP area description below. Note: The National Priority Areas are subject to change without notice upon release of the federal Notice of Funding Opportunity (NOFO).
- 2. Grant projects must be consistent with the Federal Emergency Management Agency (FEMA)
 Preparedness Grants Manual and Information Bulletin (IB) 412 which discusses eligible activities outlined in:
 - a. The National Prevention Framework;
 - b. The National Protection Framework where capabilities are shared with the prevention mission area; and
 - c. Section 2006 of the Homeland Security Act of 2002, as amended.
- 3. Grant projects must be consistent with the program purpose stated above and must be submitted in support of one of the following approved activity areas:
 - a. Addressing Emerging Threats (FEMA National Priority. Required to fund at least 5%)

Core Capabilities: Interdiction & Disruption; Screening, Search and Detection; Physical Protective Measures; Intelligence and Information Sharing; Planning; Public Information and Warning; Operational Coordination

- i. Enhancing weapons of mass destruction (WMD) and/or improvised explosive device (IED) prevention, detection, response and recovery capabilities.
- ii. Enhancing Chemical Biological Radiological Nuclear and Explosive (CBRNE) detection, prevention, response, and recovery capabilities.
- iii. Building and enhancing UAS detection capabilities
- iv. Enhancing public awareness education and communications and increasing reporting of suspicious activities related to critical infrastructure.

b. Emergency Operations Centers and Technology

- i. Establishing and maintaining a unified and coordinated operational structure and process that integrates critical stakeholders across and among all levels of government and with critical private and nonprofit sectors to protect against potential threats, conduct law enforcement investigations, or engage in enforcement, protective, and response activities.
- ii. Implementing WebEOC and other situational awareness and decision support tools.
- iii. Enhancing emergency operations centers.
- iv. Conducting or participating in incident management training and/or exercises.

c. Information and Intelligence Sharing/Cooperation (FEMA National Priority. Required to fund at least 5%)

Note: Applicants should submit Fusion Center projects under this SHSP-Law Enforcement Terrorism Prevention Activities (LETPA) solicitation.

Core Capability: Intelligence and Information Sharing

- i. Identifying, developing, providing, and sharing timely, accurate, and actionable information, data, or knowledge among government or private sector entities to include information sharing with all DHS components, fusion centers, and other entities designated by DHS.
- ii. Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition and analysis.
- iii. Joint training and planning with DHS officials and other entities designated by DHS
- iv. Enabling interdiction and disruption of terrorist activity through enhanced understanding and recognition of pre-operational activity and other crimes that may be precursors or indicators of terrorist activity.
- v. Paying for personnel or contractors to serve as qualified intelligence analysts and/or to participate in information, investigative, and intelligence sharing activities specifically related to homeland security.
- vi. Assessing threat information to inform continued prevention operations and ongoing response activities.
- vii. Implementing and maintaining suspicious activity reporting initiatives.
- viii. Implementing or sustaining public information and warning systems to relay information regarding terrorism threats.

d. Planning And Community Preparedness

- i. Developing state and regional risk and preparedness assessments, including those related to special events.
- ii. Core capability development planning, to include typing and tracking of equipment and special response teams.
- iii. Planning and execution of training and exercises focused on terrorism prevention, protection and response.
- iv. Multi-jurisdictional operational planning to include plans for regional operational coordination of terrorism prevention, protection, and response capabilities.
- v. Maintaining or updating Emergency Operations Plans, consistent with guidance in CPG 101.v2 and the whole community approach to security and emergency management.
- vi. Planning and implementation of initiatives to enhance the Citizen Corps Program and other community resilience initiatives.
- vii. Planning for continuity of operations.
- e. Protection of Soft Targets/Crowded Places (FEMA National Priority. Required to fund at least 5%)

Core Capabilities: Operational Coordination; Public Information and Warning; Intelligence and Information Sharing; Interdiction and Disruption; Screening, Search, and Detection

- i. Implementing target hardening and other measures associated with increased security to mitigate risks at places where people gather, such as schools, workplaces, entertainment venues, transportation nodes, and houses of worship.
- ii. Assessing critical infrastructure vulnerabilities and interdependencies, particularly those involving multiple sites and/or sectors.
- iii. Planning, training, exercises, equipment, and modeling enabling responsible jurisdictions to mitigate threats to and vulnerabilities of critical infrastructure facilities, assets, networks, and systems.
- iv. Analyzing critical infrastructure threats and information sharing with private sector partners.
- v. Enhancing public awareness education and communications and increasing reporting of suspicious activities related to critical infrastructure.

f. Support of First Responder Capabilities

Note: Because there is the potential for significant overlap between this activity area and the FEMA National Priorities of "Addressing Emerging Threats" and "Protection of Soft Targets/ Crowded Places, applicants should first check whether their proposed project is consistent with the description and core capabilities outlined for the National Priority Areas.

- Sustaining and enhancing capacity to detect and resolve threats involving chemical, biological, radiological, nuclear and explosive (CBRNE) devices or weapons of mass destruction (WMD).
- ii. Sustaining and enhancing tactical teams including HAZMAT response and decontamination, Urban Search and Rescue, and SWAT.
- iii. Sustaining equipment needs, including personal protective equipment, WMD pharmaceuticals, calibration and maintenance for WMD-related detection and identification systems, and closely related investments to update or sustain current equipment.
- iv. Sustaining and enhancing efforts to delay, divert, intercept, halt, apprehend, or secure threats or hazards (includes capabilities related to Border Security).
- v. Coordinating regional training exercises with federal, state and local law enforcement participation focused on responding to terrorism-related events and increasing participation with community and business organizations.
- vi. Identifying or locating terrorists through active and passive surveillance and search procedures including systematic examinations and assessments, bio-surveillance, sensor technologies, or physical investigation and intelligence.

Program-Specific Requirements

- All capabilities being built or sustained must have a clear link to one or more of the following Core Capabilities in the National Preparedness Goal: Planning; Public Information and Warning; Operational Coordination; Intelligence and Information Sharing; Interdiction and Disruption; Screening, Search and Detection; and Forensics and Attribution.
- 2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Law Enforcement Terrorism Prevention Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of terrorism.

- 3. Grantees are required to maintain adoption and implementation of the National Incident Management System (NIMS). The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.
- 4. Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.texas.gov.
- 5. Grantees will be required to complete the 2022 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient agency should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. For more information about the NCSR, visit: https://www.cisecurity.org/ms-isac/services/ncsr/.

Eligibility Requirements

- 1. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the <u>Cybersecurity Training Certification for State and Local Governments</u>. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources <u>Statewide Cybersecurity Awareness Training page</u>.
- 2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. This disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.
 - Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.
- 3. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as

- the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.
- 4. Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to https://fedgov.dnb.com/webform).
- 5. Eligible applicants must be registered in the federal System for Award Management (SAM) database located at https://www.sam.gov/.

Failure to comply with program or eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the <u>Guide to Grants</u> or any of the following unallowable costs:

- 1. inherently religious activities such as prayer, worship, religious instruction, or proselytization;
- 2. lobbying;
- 3. any portion of the salary of, or any other compensation for, an elected or appointed government official;
- 4. vehicles or equipment for government agencies that are for general agency use and/or do not have a clear nexus to terrorism prevention, interdiction, and disruption (i.e. mobile data terminals, body cameras, in-car video systems, or radar units, etc. for officers assigned to routine patrol; general firefighting equipment or uniforms);
- 5. weapons, ammunition, tasers, weaponized vehicles or explosives (exceptions may be granted when explosives are used for bomb squad training);
- 6. weapons or weapons accessories to include but not limited to optics/sights, ammunition pouches, slings, or other accessories designed for use with any firearms/weapon; and
- 7. admission fees or tickets to any amusement park, recreational activity or sporting event;
- 8. promotional items or gifts;
- 9. food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel or where pre-approved for working events;
- 10. membership dues for individuals;
- 11. any expense or service that is readily available at no cost to the grant project;
- 12. any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
- 13. fundraising;
- 14. legal services for adult offenders;
- 15. amateur radios and equipment, FMS radios, GMRS radios, or other radio equipment that is not P25 compliant;
- 16. riot equipment including but not limited to shields, batons, less-lethal ammunition, and grenades designed or intended for dispersing crowds; and
- 17. any other prohibition imposed by federal, state, or local law.

Selection Process

Application Screening: PSO will screen all applications to ensure that they meet the requirements included in the funding announcement.

1. **Peer/Merit Review:** For eligible local and regional projects:

- a. Each COG's homeland security advisory committee will prioritize all eligible applications using the region's risk-informed methodology.
- b. PSO will accept priority listings that are approved by the COG's executive committee.
- c. PSO will make all final funding decisions based on eligibility, FEMA National Priorities, COG priorities, reasonableness, availability of funding, and cost-effectiveness.
- 2. For statewide discretionary projects, applications will be reviewed by PSO staff members or a review group selected by the executive director. The qualitative scores from the review team will be one factor used during PSO's prioritization of the statewide projects.
- 3. The State must designate at least 5% of available SHSP funding to each of the FEMA NPAs listed above for a total of 15%. The PSO is requiring each of the COG regions to gather projects to support each of the NPAs listed in this solicitation.

Final Decisions – All Projects: The executive director will consider rankings along with other factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, PSO or state government priorities and strategies, legislative directives, need, geographic distribution, balance of focuses and approaches, or other relevant factors.

PSO may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, PSO may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

INVISIO®

SALES QUOTE

Invoice Address: **Prosper Police Department** Lt. Barrett Morris 801 Safety Way PROSPER, TX 75078

USA

Att: Lt. Barrett Morris

Delivery Address: Prosper Police Department Lt. Barrett Morris 801 Safety Way PROSPER, TX 75078

USA

Att: Lt. Barrett Morris

10/13/2022 Date **Quote Version** Page 1 of 1 Page

Account No. VAT No.

Ref. No.

Your reference

Quote no. SQ-US009256 Salesperson Nicholas Volk

Quote Valid Until

Payment Terms Delivery

Shipment Method

Carrier

01/11/2023

Net 30 Days

US-6889

Ex Works

	INVISIO COMMUNICATION EQUIPMEN	INVISIO COMMUNICATION EQUIPMENT							
Item No.	Description	Qty.	Unit	Unit Price	Amount				
NV21346	LE Kit - V50 Gen II - X5 - Black	2	EA	1,422.00	2,844.00				
NV21344	LE Kit - V10 Gen II - X5 - Black	6	EA	1,060.00	6,360.00				
PRD12207	Com Cable - CC01 - 12-Pin (MotorolaMTP850S/APX/SRX) - Black - 800mm NSN: 5995-22-626-236	8	PCS	221.00	1,768.00				
02	Shipping and Handling Fee Sales quote condition: This quote is conditioned upon the custor being approved in accordance with INVIS credit check process and upon the issuanc of a written sale acknowledgement by INVISIO. Shipping: Please note that shipping will be handled INVISIO and billed to the customer as quo Also note that all shipments are EXW Mali Sweden or EXW Hvidovre, Denmark, unles otherwise agreed. Sales tax: Sales tax may be added if no Sales tax exe certificate is received.	by oted.	PCS	100.00	100.00				

Invisio POC of this quote

Nicholas Volk, Regional Sales Manager

Email: ndv@invisio.com, Phone: +1 412 992 7574

Amount	Qty total	Sales Tax Basis	Sales Tax Rate	Sales Tax Amount	CUR	Invoice Total
11,072.00	34.00	10,972.00	0.00	0.00	USD	11,072.00

INVISIO Communications Inc, 150 N Michigan Ave, Suite 1950, Chicago, IL 60601, USA Phone: +1-844-968-4746 * www.invisio.com

Item 7.



Sole Source Letter

13 October 2022

This letter is to provide notification that INVISIO is the sole source manufacturer of INVISIO LE Kits, for law enforcement use.

We appreciate your interest in our products. If I may be of further assistance, please contact me.

Sincerely,

Nick Volk

Sales Manager, North America

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 2022-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AUTHORIZING THE TOWN TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR FOR THE 2022 STATE HOMELAND SECURITY PROGRAM FOR SWAT COMMUNICATION HEADSETS, GRANT NUMBER 4478001; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Prosper finds it in the best interests of the citizens of the Town of Prosper ("Town") that the Town submit a grant application for SWAT Communication Headsets to be funded by the Office of the Governor's 2022 State Homeland Security Program ("SHSP") for the 2023 calendar year; and

WHEREAS, the Town agrees to provide applicable matching funds for said project as required by the Office of the Governor's SHSP grant application; and

WHEREAS, the Town agrees that in the event of the loss or misuse of the funds Office of the Governor, the Town assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the Town designates the Grants Administrator, Whitney Rehm, as the grantee's authorized official and the authorized official is hereby authorized to apply for, accept, reject, alter, or terminate the grant on behalf of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, THAT:

SECTION 1

The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2

The Town Council of the Town of Prosper does hereby approve the submission of the grant application for the 2022 SHSP – Town of Prosper SWAT Communication Headsets to the Office of the Governor.

SECTION 3

This Resolution shall be effective from and after its passage by the Town Council.

PROSPER, TEXAS, ON THIS THE DAY OF _	THE TOWN COUNCIL OF THE TOWN OF, 2022.
	David F. Bristol, Mayor

ATTEST:
Michelle Lewis Sirianni, Town Secretary
APPROVED AS TO FORM AND LEGALITY:
Terrence S. Welch, Town Attorney

-Statement of Grant Award (SOGA)-

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	4478001	Award Amount:	\$6,705.54
Date Awarded:	10/5/2022	Grantee Cash Match:	\$0.00
Grant Period:	10/01/2022 - 09/30/2023	Grantee In Kind Match:	\$0.00
Liquidation Date:	12/29/2023	Grantee GPI:	\$0.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)	Total Project Cost:	\$6,705.54

Grantee Name: Prosper, Town of

Project Title: 2022 SHSP – Town of Prosper SWAT Communication

Headsets

Grant Manager: Adriana Lopez

Unique Entity Identifier

(UEI):

U87NETLMANX5

CFDA: 97.067 - Homeland Security Grant Program (HSGP)

Federal

Awarding U.S. Department of Homeland Security, Federal Emergency Management Agency

Agency:

Federal 9/12/2022

Award Date: 9/12/2022

Federal/State

Award ID EMW-2022-SS-00021

Number:

Total Federal \$103,385,451.00

Award/State

Page 40

Funds Item 7.

Appropriated:

Pass Thru
Entity Name: Texas Office of the Governor – Homeland Security Grants Division (HSGD)

Is the Award R&D:

Federal/State

Award Description:

No

The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single

level of government, organization, or community, but rather, require the combined effort of the whole

community.

PROSPER Prosper is a place where everyone matters.

PUBLIC WORKS

To: Mayor and Town Council

From: Frank E. Jaromin, P.E., Director of Public Works

Through: Ron K. Patterson, Interim Town Manager

Hulon T. Webb, Jr., Interim Executive Director of Development and

Infrastructure Services

Re: Mini Excavator Purchase

Town Council Meeting - October 25, 2022

Agenda Item:

Consider and act upon approving the purchase of a 2022 John Deere 135G Mini Excavator from RDO Equipment Co., through the Sourcewell Purchasing Cooperative; and authorizing the Interim Town Manager to execute documents for the same.

Description of Agenda Item:

The purchase of a 2022 John Deere 135G Mini Excavator is an approved FY 2022-2023 request.

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operation of government (such as purchasing necessary materials and equipment).

The Town of Prosper entered into interlocal participation agreements with the Texas Local Government Purchasing Cooperative (Buyboard) and Sourcewell (formerly NJPA), respectively. Participation in the cooperative purchasing programs allow our local government to purchase goods and services through the cooperative programs, while satisfying all competitive bidding requirements.

Budget Impact:

The total purchase price is \$256,365.27 and will be funded from Account No. 200-6140-50-02.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard Buy Board Contract as to form and legality.

Attachments:

1. Proposal

Town Staff Recommendation:

Town staff recommends that the Town Council approve the purchase of a 2022 John Deere 135G Mini Excavator from RDO Equipment Co., through the Sourcewell Purchasing Cooperative; and authorize the Interim Town Manager to execute documents for the same.

Proposed Motion:

I move to approve the purchase of a 2022 John Deere 135G Mini Excavator from RDO Equipment Co., through the Sourcewell Purchasing Cooperative; and authorize the Interim Town Manager to execute documents for the same.



Investment Proposal (Quote)

Item 8.

RDO Equipment Co. 2902 N Central Expy McKinney TX, 75071 Phone: (214) 856-4899 - Fax:

Proposal for: TOWN OF PROSPER 250 W FIRST STREET PO BOX 307 PROSPER, TX, 75078 Collin Investment Proposal Date: 9/30/2022 Pricing Valid Until: 10/14/2022 Deal Number: 1595530 Customer Account#: 8880663 Sales Professional: Justen Phillips (972) 438-4699 Phone: Fax: (469) 617-7402 JPhillips@rdoequipment.com Email:

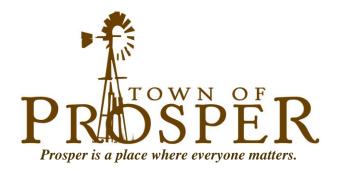
Equipment Subtotal:

Equipmen	Equipment Information					
Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price		
1	064087 X611503	0	New 2022 JOHN DEERE 135G	\$338,480.71		
			Customer Discount Sourcewell Contract 032119-JDC	(\$111,754.19)		
			Warranty -John Deere Power Train & Hyd60 Months, 3000 Hours, Deductible: 0			
1	X649089 X649089	0	Attachment - New 2022 JOHN DEERE EXCCTRL	\$1,062.64		
1	AKRGTR4THTR110911 X647919	0	Attachment - New 2022 JRB 135CPLR	\$9,844.19		
1	198908 X492792	0	Attachment - New 2021 ROCKLAND MFG 135RB18V	\$12,305.25		
1	216395 X624083	0	Attachment - New 2022 ROCKLAND MFG 135HD24	\$6,426.67		

Purchase Order Totals		
	Balance:	\$256,365.27
	Total Taxable Amount:	\$0.00
Quote accepted by:	TX STATE TAX:	\$0.00
Title:	TX CITY TAX:	\$0.00
	Sales Tax Total:	\$0.00
Signature:	Sub Total:	\$256,365.27
Date:	Cash with Order:	\$0.00
	Balance Due:	\$256,365.27

Equip	Equipment Options					
Qty	Serial Number	Year / Make / Model	Description			
1	064087	2022 JOHN DEERE 135G	170K JDLINK CONNECTIVITY			
			3265 RUBBER PAD, 500MM, W/ BLADE			
			6835 BOOM,ONE PIECE			
			7160 ARM ASSY,3.01 M (9FT11IN)			
1	X649089	2022 JOHN DEERE EXCCTRL	None			
1	AKRGTR4THTR110911	2022 JRB 135CPLR	None			
1	198908	2021 ROCKLAND MFG 135RB18V	EVB-25/40-00.40-24-B 24" ROCK BUCKET / 135G			
1	216395	2022 ROCKLAND MFG 135HD24	None			

\$256,365.27



PUBLIC WORKS

To: Mayor and Town Council

From: Frank E. Jaromin, P.E., Director of Public Works

Through: Ron K. Patterson, Interim Town Manager

Hulon T. Webb, Jr., Interim Executive Director of Development and

Infrastructure Services

Re: Water Meter Purchase

Town Council Meeting – October 25, 2022

Agenda Item:

Consider and act upon approving the purchase of water meters between Core & Main, a sole source provider, and the Town of Prosper, Texas; and authorizing the Interim Town Manager to execute documents for the same.

Description of Agenda Item:

In November 2006, Town Council approved the installation of an automated meter reading system. Staff continues to exclusively maintain Neptune water meters to ensure the pairing and interaction of the MTU to the meter. The MTU transmits the reading from the meter to the Utility Billing system. The Public Works Department installs water meter units throughout the fiscal year for new construction or to replace meters as needed.

This purchase falls within the definition of a procurement that is available from only one source (Chapter 252 of the Local Government Code) and is exempt from competitive bidding requirements. Core & Main is the sole source provider of Neptune water meters.

Budget Impact:

The annual purchase of water meters is \$300,000.00 and will be funded from Account No. 200-5545-50-02 (Meter Purchases). The cost per unit is \$2,835.00.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the purchase as to form and legality.

Attachments:

- 1. Sole Source Letter
- 2. Price List

Town Staff Recommendation:

Item 9.

Town staff recommends that the Town Council approve the purchase of water meters between Core & Main, a sole source provider, and the Town of Prosper, Texas; and authorizing the Interim Town Manager to execute documents for the same.

Proposed Motion:

I move to approve the purchase of water meters between Core & Main, a sole source provider, and the Town of Prosper, Texas; and authorize the Interim Town Manager to execute documents for the same.



October 5, 2022

To Whom It May Concern:

I am writing this letter to confirm that Core and Main is the sole authorized distributor for Neptune Technology Group in the State of Texas.

Core and Main handles our full line of Neptune Meters, Radio Frequency Meter Reading Systems, and parts. Their local salesperson for the Dallas / Fort Worth Metro area is John Thompson and he can be reached at (940) 391-3900.

If you have any question or need anything else, please give me a call at (281) 794-3133. We appreciate your business.

Sincerely,

Charlie Trimble

Senior Territory Manager

shili Litele





Bid Proposal for Prosper - Meters to 4/30/23

TOWN OF PROSPER Bid Date: 06/10/2022 **Core & Main** 2387684

Core & Main 4650 Hwy 377 Krugerville, TX 76227

Phone: 940-365-9117 **Fax:** 940-365-9240

Seq# Qty		y Description		Price	Ext Price
		DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS			
		ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL			
		AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE			
		GUARANTEED. THIS TERM SUPERSEDES ALL OTHER			
		CONTRACTUAL PROVISIONS.			
10	1	T10 5/8X3/4 PROCODER METER PIT USG CI 302 W/ECLAIR PROGRAM ED2B31RPHG21SA50	EA	110.00	110.00
20	1	ED2F21RPHG21SA50 1" T-10 BRZ	EA	205.00	205.00
40	1	T10 1-1/2 PROCODER METER PIT USG CI 302 W/ECLAIR PROGRAM ED2H11RPHG21SA50	EA	455.00	455.00
50	1	ED2J11RPHG21SA50 - 2" T10	EA	620.00	620.00
70	1	2 HP TURBINE PROCODER PIT USG 25' WIRE ET4ARPHG21	EA	745.00	745.00
		SA PIT GAL W/O ET4ARPHG21SA50			
100	1	1-1/2 HP TURBINE ET4HRPG21SA50	EA	700.00	700.00
		P-CODER STAND ALONE PIT			
		GALLONS			
		W/O WALL RECEPTICLE			
			Sı	ıb Total	2,835.00
				Tax	0.00
				Total	2,835.00

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/TandC/

PUBLIC WORKS



To: Mayor and Town Council

From: Frank E. Jaromin, P.E., Director of Public Works

Through: Ron K. Patterson, Interim Town Manager

Hulon T. Webb, Jr., Interim Executive Director of Development and

Infrastructure Services

Re: Street Sweeper Lease Agreement

Town Council Meeting – October 25, 2022

Agenda Item:

Consider and act upon approving a lease agreement for an Elgin RegenX Regenerative Air Street Sweeper from Kinloch Equipment & Supply, Inc., through the Sourcewell Purchasing Cooperative; and authorizing the Town Manager to execute documents for the same.

Description of Agenda Item:

This request is for a four (4) year lease agreement for an Elgin RegenX Regenerative Air Street Sweeper. The program includes a four-year warranty for the truck chassis and sweeper, all repairs and maintenance included (excluding brooms, brake pads, and tires), and a guaranteed minimum 95% equipment availability supported by free loaner equipment in the event of protracted downtime. Upon the conclusion of the four-year lease term, the Town of Prosper has first option to purchase this equipment for \$140,460. The Town is under no obligation to exercise this option and can opt to return the equipment to Kinloch Equipment & Supply, Inc. with no further financial obligation.

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operation of government (such as purchasing necessary materials and equipment).

The Town of Prosper entered into Interlocal Participation Agreements with the Texas Local Government Purchasing Cooperative (Buyboard) and Sourcewell (formerly NJPA), respectively. Participation in the cooperative purchasing programs allow our local government to purchase goods and services through the cooperative programs, while satisfying all competitive bidding requirements.

Budget Impact:

The yearly fee for the lease agreement is \$62,885 per year for four (4) years and will be funded from Account 100-5310-50-01.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the agreement as to form and legality.

Attachments:

1. Lease Agreement

Town Staff Recommendation:

Town staff recommends that the Town Council approve the lease agreement for an Elgin RegenX Regenerative Air Street Sweeper from Kinloch Equipment & Supply, Inc., through the Sourcewell Purchasing Cooperative; and authorize the Town Manager to execute documents for the same.

Proposed Motion:

I move to approve the lease agreement for an Elgin RegenX Regenerative Air Street Sweeper from Kinloch Equipment & Supply, Inc., through the Sourcewell Purchasing Cooperative; and authorize the Town Manager to execute documents for the same.



P.O. Box 4919 Pasadena, TX 77502 Tel: 713.473.6213 Fax: 713.473.7858

Toll Free: 800.231.6929



Turnkey Leasing Solution

Mile After Mile™ Proposal For the Town of Prosper





P.O. Box 4919 Pasadena, TX 77502 Tel: 713.473.6213 Fax: 713.473.7858

Toll Free: 800.231.6929

As an alternative to the traditional equipment acquisition model, we offer a turnkey "cradle to grave" equipment acquisition and operation solution that achieves the best of both worlds....high productivity and low cost of ownership and operation. We call this program **Mile After MileTM**.

We are pleased to offer our proposal based on the Elgin RegenX regenerative air street sweeper. Elgin is the longest tenured manufacturer of sweepers in North America as well as being the market leader. The RegenX is the result of hundreds of sweeper customers input into what was important to them in a sweeper. The resounding response was that they wanted something that was easy; easy to use, easy to clean and easy to maintain.

Essentially, this is what this program offers:

- Equipment built to the accompanying capital cost Sourcewell proposal.
- A four (4) year bumper-to-bumper warranty for both the truck chassis and sweeper
- All repairs & maintenance included (except brooms)
- Guaranteed minimum 95% equipment availability supported by free of charge loaner equipment in the event of protracted downtime

This again is designed to offer a low, fixed cost of operation and a correspondingly high level of equipment availability. This yields a lower cost of ownership per productive hour which I'll explain later in this proposal.

This program is offered as a four (4) year lease with your choice of monthly or annual payments, a balloon payment at the end of the term with a guaranteed repurchase amount from Kinloch Equipment & Supply equivalent to the amount of the balloon payment resulting in net zero out of pocket to the Town

AQUISTION OPTIONS

Model	Elgin RegenX			
Debris Body Capacity	8 Cubic Yards			
Water Tank Capacity	350 Gallons			
Debris Conveyance System	Regenerative Air			
Capital Cost	\$286,315.			
Mile After N	Iile™ Program			
Four (4) Year Bumper to Bumper Warranty	Included			
Four (4) Year Repair & Maintenance Agreement	Included			
Free Loaner Equipment Included				
Paymen	t Schedule			
Four (4) Annual Payments of	\$62,885.			
OR				
Forty-Eight (48) Monthly Payments of	\$5,348.			
Purchase Option				

Upon the conclusion of the four (4) year lease term, the Town of Prosper has first option to purchase this equipment for \$140,460. The Town is under no obligation to exercise this option and can opt to return the equipment to Kinloch Equipment & Supply, Inc. with no further financial obligation.



P.O. Box 4919 Pasadena, TX 77502 Tel: 713.473.6213 Fax: 713.473.7858

Toll Free: 800.231.6929

COST PER PRODUCTIVE HOUR

Assumptions:

- 8 hours in a normal single shift workday.
- 52 weeks in a year equals 2,080 normal work hours.
- ~10 days per year (80 hours) of Federal holidays.
- Net 2,000 normal work hours per year
- Minimum of 95% guaranteed equipment availability

Payment Frequency	Cost Per Productive Hour
Annual	\$33.10
Monthly	\$33.78

Under Texas Transportation Code Chapter 502, street sweepers are exempt from the requirement of titling, registering and plating in the State of Texas. As such, our proposal has made no such provisions or accommodations to provide these non-mandated services.

Prices quoted herein are in accordance with Sourcewell Cooperative Purchasing Contract # 093021-ELG.

Prices quoted herein are firm until October 31, 2022.

Please let me know if you have any questions or require any additional information.

Sincerely,

Dan Federico

Sales Manager

Approval to move forward with Lease Agreement

Town of Prosper

Name:

Title:

Signature:

Date:



PUBLIC WORKS

To: Mayor and Town Council

From: Frank E. Jaromin, P.E., Director of Public Works

Through: Ron K. Patterson, Interim Town Manager

Hulon T. Webb, Jr., Interim Executive Director of Development and

Infrastructure Services

Re: Miscellaneous Concrete Replacement Services

Town Council Meeting - October 25, 2022

Agenda Item:

Consider and act upon renewing Bid No. 2019-53-A for one year to Wopac Construction, Inc., as the primary vendor, and HQS Construction, LLC, as the secondary vendor, at the unit prices bid, to establish an annual fixed-price contract for Miscellaneous Concrete Replacement Services; and authorizing the Interim Town Manager to execute same.

Description of Agenda Item:

The Public Works Department prepared a four-year program to repair streets, alleys, and sidewalks and has used this unit price contract for the last three years on larger projects. In the FY 2020-2021, FY 2021-2022, and FY 2022-2023 Public Works has allocated a total of \$760.942.00 on repairs.

In order to accommodate these types of repairs, and to reduce staff time from bidding out separate projects, the Town developed specifications and solicited bids to establish an annual fixed-price contract for miscellaneous concrete replacement services to be performed within the Town of Prosper. Services to be performed include removal/installation of concrete pavement (streets, alleys and sidewalks), and other related items.

On April 26, 2019, at 3:00 p.m., staff opened two (2) bids for Bid No. 2019-53-A Miscellaneous Concrete Replacement Services. Based on unit prices bid and estimated quantities, Wopac Construction, Inc., is the apparent low bidder and HQS Construction, LLC, is the apparent second low bidder.

Staff recommends Wopac Construction, Inc., as the primary vendor and HQS Construction, LLC, as the secondary vendor. Both have very good reviews and have successfully completed paving projects in Prosper. The initial term of the contract was one year, with four optional one-year renewal periods. This is the last year on this contract, and a new bid will be required in late summer 2023.

Budget Impact:

The Town will only pay for actual installed quantities. The estimated expenditure for these services in FY 2022-2023 is not to exceed \$260,000.00. The funding source for this project is 100-5480-50-01 (Contracted Services) and 100-5485-50-01 (Contracted Services – Annual).

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard contract for services as to form and legality.

Attached Documents:

- 1. Wopac Bid Renewal Letter
- 2. HQS Bid Renewal Letter

Town Staff Recommendation:

Town staff recommends that the Town Council renew Bid No. 2019-53-A for one year to Wopac Construction, Inc., as the primary vendor, and HQS Construction, LLC, as the secondary vendor, at the unit prices bid, to establish an annual fixed-price contract for Miscellaneous Concrete Replacement Services; and authorize the Interim Town Manager to execute same.

Proposed Motion:

I move to renew Bid No. 2019-53-A for one year to Wopac Construction, Inc., as the primary vendor, and HQS Construction, LLC, as the secondary vendor, at the unit prices bid, to establish an annual fixed-price contract for Miscellaneous Concrete Replacement Services; and authorize the Interim Town Manager to execute same.

Page 2 of 2



PO Box 307 • 250 W. First Street • Prosper, Texas 75078 • 972.346.2640 • Fax: 972.346.9335

July 13, 2022

Wopac Construction Inc. (Primary Vendor) Attn: Adam Leach P.O. Box 819 Prosper, Texas 75078

RE:

CONTRACT NO. 2019-53-A

MISCELLANEOUS CONCRETE REPLACEMENT SERVICES

Renewal Option:

3 of 4

Renewal Period:

06/11/2022 to 06/10/2023

Dear Mr. Leach,

The Town of Prosper would like to renew the above-mentioned Contract for the third optional one (1) year renewal period to include price escalation dated 7-12-2022 attached to this renewal. It is understood that all terms and conditions of the Contract will be held firm during the renewal period.

Please indicate your acceptance of this renewal by signing this letter where indicated and returning it at your earliest convenience. You may return via email to smays@prospertx.gov.

Thank you for your service to the Town. We look forward to a continued successful business relationship with your firm.

Best regards,

Stephanie Mays

Assistant Purchasing Manager

Renewal Acknowledgment:

7-13-22

Date

Print

Town of Prosper

Date: 07-12-22

Purchasing

Price Escalation request for Contract No. 2019-53-A – Miscellaneous Concrete Replacement Services.

Bid Lines:

1 – Remove 6"-8" Reinforced Concrete Pavement 0-50 SY	Unit Price \$30.00 SY
2 - Remove 6"-8" Reinforced Concrete Pavement 51-250 SY	Unit Price \$29.00 SY
3 – Remove 6"-8" Reinforced Concrete Pavement Alley 0-50 SY	Unit Price \$30.00 SY
4 – Remove 6"-8" Reinforced Concrete Pavement Alley 51-250 SY	Unit Price \$29.00 SY
5 – Install 6" Reinforced Concrete Pavement, (4000 psi) 0-50 SY	Unit Price \$82.00 SY
6 – Install 6" Reinforced Concrete Pavement, (4000 psi) 51-250 SY	Unit Price \$81.00 SY
7 – Install 6" Reinforced Concrete Pavement, Alley (4000 psi) 0-50 SY	Unit Price \$85.00 SY
8 – Install 6" Reinforced Concrete Pavement, Alley (4000 psi) 51-250 SY	Unit Price \$84.00 SY
9 – Install 8" Reinforced Concrete Pavement, (4000 psi) 0-50 SY	Unit Price \$88.00 SY
10 – Install 8" Reinforced Concrete Pavement, (4000 psi) 51-250 SY	Unit Price \$85.00 SY
11 – Saw Cut Full Depth Concrete Pavement and Alley Pavement – 1 LF	Unit Price \$6.00 LF
12 – Saw Cut Full Depth Concrete Sidewalk – 1 LF	Unit Price \$3.00 LF
13 – Remove 4"-5" Concrete Sidewalk – 0-50 SF	Unit Price \$5.80 SF
14 – Remove 4"-5" Concrete Sidewalk – 51-250 SF	Unit Price \$5.60 SF
15 - Install 4"-5" Concrete Sidewalk (3500 psi) 0-50 SF	Unit Price \$6.50 SF
16 – Install 4"-5" Concrete Sidewalk (3500 psi) 51-250 SF	Unit Price \$6.00 SF
17 – 4"-5" Stamped Patterned Sidewalk Concrete – 10-150 SY- 1 SF	Unit Price \$18.00 SF
18 – Traffic Control (For Street Paving Each Job) – 1 EA	Unit Price \$2700.00 EA
19 – Unclassified Excavation 0-5- CY	Unit Price \$51.50 CY
20 – Handicap Ramps – 1 EA	Unit Price \$2100.00 EA
21 – Crushed Concrete Base or Flexbase (Sidewalks) 1 CY	Unit Price \$51.00 CY
22 – SDHPT (Grade 2) Type 'A' Flexbase (Streets and Alleys) 1 CY	Unit Price \$52.00 CY
23 – Install 5" Reinforced Concrete Drive Approach (3600 psi) 1 SY	Unit Price \$78.00 SY
24 - Install 6" Reinforced Concrete Drive Approach (4000 psi) 1 SY	Unit Price \$81.00 SY
25 – Remove 3'x3' Junction Box or Grate Inlet – 1 EA	Unit Price \$1500.00 EA
26 – Install 3'x3' Junction Box or Grate Inlet – 1 EA	Unit Price \$3600.00 EA
27 – Install Sod, 1"-2" Bermuda – 1 SY	Unit Price \$14.00 SY
28 – Install Sod, 1"-2" St. Augustine – 1 SY	Unit Price \$16.00 SY
29 – 5"-6" Stamped Patterned Median and Street Pavement – 10-100 SF	Unit Price \$18.50 SF
30 – 5"-6" Stamped Patterned Median and Street Pavement – 100 SF+	Unit Price \$18.00 SF



PO Box 307 • 250 W. First Street • Prosper, Texas 75078 • 972.346.2640 • Fax: 972.346.9335

October 19, 2022

HQS Construction, LLC (Secondary Vendor) Attn: Shahid Rasul P.O. Box 250771 Plano, Texas 75025

RE:

CONTRACT NO. 2019-53-A

MISCELLANEOUS CONCRETE REPLACEMENT SERVICES

Renewal Option:

3 of 4

Renewal Period:

6/11/2022 to 6/10/2023

Dear Mr. Rasul,

The Town of Prosper would like to renew the above-mentioned Contract for the third optional one (1) year renewal period to include price escalation dated 10-17-2022 and attached to this letter. It is understood that all terms and conditions of the Contract will be held firm during the renewal period.

Please indicate your acceptance of this renewal by signing this letter where indicated and returning it at your earliest convenience. You may return via email to smays@prospertx.gov.

Thank you for your service to the Town. We look forward to a continued successful business relationship with your firm.

Best regards,

Stephanie Mays

Assistant Purchasing Manager

Renewal Acknowledgment:

10/19/2022

Date

Hashim Rasul

Print

Revised Unit Prices (Incease Pricing by 23.96%)

				4/26/2019	23.96%	Year 2023
ITEM	ITEM DESCRIPTION	QTY	иом	UNIT PRICE	Increase	New Unit Price
1	Remove 6"-8" Reinf Conc Pvmt 0-50 SY	1	SY	\$ 25.00	\$ 5.99	\$ 30.99
2	Remove 6"-8" Reinf Conc Pvmt 51-250 SY	1	SY	\$ 25.00	\$ 5.99	\$ 30.99
3	Remove 6"-8" Reinf Conc Pvmt Alley 51-250 SY	1	SY	\$ 25.00	\$ 5.99	\$ 30.99
4	Remove 6"-8" Reinf Conc Pvmt Alley 51-250 SY	1	SY	\$ 25.00	\$ 5.99	\$ 30.99
5	Install 6" Reinf Conc Pymt (4,000 psi) 0-50 SY	1	SY	\$ 87.00	\$ 20.85	\$ 107.85
6	Install 6" Reinf Conc Pymt (4,000 psi) 51-250 SY	1	SY	\$ 87.00	\$ 20.85	\$ 107.85
7	Install 6" Reinf Conc Pymt Alley (4,000 psi) 0-50 SY	1	SY	\$ 95.00	\$ 22.76	\$ 117.76
8	Install 6" Reinf Conc Pymt Alley (4,000 psi) 51-250 SY	1	SY	\$ 95.00	\$ 22.76	\$ 117.76
9	Install 8" Reinf Conc Pvmt (4,000 psi) 0-50 SY	1	SY	\$ 93.00	\$ 22.28	\$ 115.28
10	Install 8" Reinf Conc Pvmt (4,000 psi) 51-250 SY	1	SY	\$ 93.00	\$ 22.28	\$ 115.28
11	Saw Cut Full Depth Conc Pvmt and Alley Pvmt	1	LF	\$ 5.00	\$ 1.20	\$ 6.20
12	Saw Cut Full Depth Conc Sidewalk	1	LF	\$ 3.00	\$ 0.72	\$ 3.72
13	Remove 4"-5" Conc Sidewalk, 0-50 SF	1	\$F	\$ 2.50	\$ 0.60	\$ 3.10
14	Remove 4"-5" Conc Sidewalk, 51-250 SF	1	SF	\$ 2.50	\$ 0.60	\$ 3.10
15	Install 4"-5" Conc Sidewalk, (3,500 psi) 0-50 SY	1	SF	\$ 9.00	\$ 2.16	\$ 11.16
16	Install 4"-5" Conc Sidewalk, (3,500 psi) 51-250 SF	1	SF	\$ 9.00	\$ 2.16	\$ 11.16
17	4" to 5" Stamped Patterned Sidewalk Conc, 10-150 SY (Min. 10SY)	1	SF	\$ 20.00	\$ 4.79	\$ 24.79
18	Traffic Control (for Street Paving Each Job)	1	EA	\$ 3,000.00	\$ 718.80	\$ 3,718.80
19	Unclassified Excavation, 0-50 CY	1	CY	\$ 50.00	\$ 11.98	\$ 61.98
20	Handicap Ramps	1	EA	\$ 2,400.00	\$ 575.04	\$ 2,975.04
21	Crushed Conc Base or Flex Base (sidewalks)	1	CY	\$ 45.00	\$ 10.78	\$ 55.78
22	SDHPT (Grade 2) Type 'A' Flex Base (Streets & Alleys)	1	CY	\$ 55.00	\$ 13.18	\$ 68.18
23	Install 5" Reinf Conc Drive Approach (3,600psi)	1	SY	\$ 85.00	\$ 20.37	\$ 105.37
24	Install 6" Reinf Conc Drive Approach (4,000psi)	1	SY	\$ 90.00	\$ 21.56	\$ 111.56
25	Remove 3' x 3' Junction Box or Grate Inlet	1	EA	\$ 1,000.00	\$ 239.60	\$ 1,239.60
26	Install 3' x 3' Junction Box or Grate Inlet	1	EA	\$ 6,500.00	\$ 1,557.40	\$ 8,057.40
27	Install Sod, 1"-2" Bermuda	1	SY	\$ 15.00	\$ 3.59	\$ 18.59
28	Install Sod, 1"-2" St. Augustine	1	SY	\$ 17.00	\$ 4.07	\$ 21.07
29	5" to 6" Stamped Patterned Median Pvmt and Street Pvmt, 10-100 SF (Min. 10 SF)	1	SF	\$ 20.00	\$ 4.79	\$ 24.79
30	5" to 6" Stamped Patterned Median Pvmt and Street Pvmt, more than 100 SF	1	SF	\$ 20.00	\$ 4.79	\$ 24.79

Hun Mul

Hashim Rasul Project Manager HQS Construction, LLC October 17, 2022

PROSPER Prosper is a place where everyone matters.

FIRE DEPARTMENT

To: Mayor and Town Council

From: Stuart Blasingame, Fire Chief

Through: Ron K. Patterson, Interim Town Manager

Re: Central Fire Station Office Furniture

Town Council Meeting - October 25, 2022

Agenda Item:

Consider and act upon the purchase of office furniture for the new Central Fire Station and Fire Administration Building from Wilson-Bauhaus Interiors using the ESI NCPA, AIS NCPA, Sitmatic NCPA, Kimball Omnia, and JSI Omnia contracts; and authorizing the Interim Town Manager to execute the Proposal and the Terms and Conditions of Purchase for same.

Description of Agenda Item:

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operation of government (such as purchasing necessary materials and equipment).

This purchase will provide for office furniture for the New Central Fire Station and Fire Administration building.

Budget Impact:

The total expenditure for the office furniture is \$323,846.61 This equipment was budgeted in the FF&E for the new Central Fire Station and will be funded from account No. 750-6610-10-00-2113-FC.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the proposal as to form and legality.

Attached Documents:

1. Quote

Town Staff Recommendation:

Staff recommends approving the purchase of office furniture for the new Central Fire Station and Fire Administration Building from Wilson-Bauhaus Interiors using the ESI NCPA, AIS NCPA, Sitmatic NCPA, Kimball Omnia, and JSI Omnia contracts; and authorizing the Interim Town Manager to execute the Proposal and the Terms and Conditions of Purchase for same.

Proposed Motion:

I move to approve the purchase of office furniture for the new Central Fire Station and Fire Administration Building from Wilson-Bauhaus Interiors using the ESI NCPA, AIS NCPA, Sitmatic NCPA, Kimball Omnia, and JSI Omnia contracts; and authorizing the Interim Town Manager to execute the Proposal and the Terms and Conditions of Purchase for same.



051 - FF&E DALLAS 5051 PULASKI STREET DALLAS, TX 75247 Phone: (972) 488-4100

Fax: (972) 488-8815 www.wilsonbauhaus.com

	Item 12.			
Order Number	3182	ROM 12.		
Date	10/13/2022			
Customer PO No	Town of Prosper Fire Dept			
Customer Name	CASH SALES ACCOUNT			
Salesperson	SUSAN ROSENBLOOM			
Project Number				
Terms	DUE UPON RECEIPT			
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T CASH ACCOUNT

O DO NOT USE WITHOUT CREDIT CARD OR CHECK FOR PREPAY 5051 PULASKI STREET DALLAS, TX 75247

ATTN: tbd

S Town of Prosper FD
H 911 Safety Way
P Prosper, TX 75078

T ATTN: tbd

Prepared for: SUSAN ROSENBLOOM

Rev. 10.12.22 - Added grommets, power strips, Silea pedestal backs for executive offices

Allsteel / Gunlocke OMNIA Contract #R191802 (Special Negotiated Pricing)

Allsteel / Gunlocke OMNIA Contract ESI NCPA Contract #07-26 AIS NCPA Contract #07-74 Sitmatic NCPA Contract #07-43 Kimball OMNIA Contract #R191811 JSI OMNIA Contract #R191806

Group	Quantity	Description	Unit Price	Extended Amount
AIS	1.0	NCPA Contract #07-7	13,999.50	13,999.50

Line	Quantity	Description	Unit Price	Extended Amount
36	60.00 Each	AFFORDABLE INTERIOR SYSTEMS INC 6800CCFAB6800-A-FABRICCOMN-RO-FNF-CP-NONE-CP-CH-NO-ASSY-CP6800BK-CP-3500CA-V2 Stow Training Chair w/Arms/Csts-Conf. Fabric - Grey Frame CFAB6800-A:Fabric Modular Choice Seat Grade A/COM FABRICCOMN:COM Fabric Non-Directional RO-FNF:Customers Own Fabric #1 COM FABRIC: CFStinson Handwork in Tango, 64955 CP-NONE:CAL 117 Standard CP-CH-NO-ASSY:Unassembled CP6800BK:Stow Black Mesh Back CP-3500CA-V2:PIERCE/STOW CASTERS (SET OF FOUR) FIELD INSTALLABLE V2 Mark Line For: Tag TG: First Floor Training Room Tag GC: 6800C	225.70	13,542.00
226	1.00 Each	AFFORDABLE INTERIOR SYSTEMS INC MATERIALS SURCHARGE	457.50	457.50

Group	Quantity	Description	Unit Price	Extended Amount
Allsteel / Gunlocke	1.0	OMNIA Contract #R191802 (Special Negotiated Pricing)	216,134.24	216,134.24



051 - FF&E DALLAS **5051 PULASKI STREET DALLAS, TX 75247** Phone: (972) 488-4100

<u> </u>		Item 12.
Order Number	3182	
Date	10/13/2022	
Customer PO No	Town of Prosper Fire Dept	
Customer Name	CASH SALES ACCOUNT	
Salesperson	SUSAN ROSENBLOOM	
Project Number		
Terms DUE UPON RECEIPT		EIPT
Page 2 of 47		

Line	Quantity	Description	Unit Price	Extended Amount
1	1.00 Each	ALLSTEEL MLM3SFSCN-\$(6)104744 Recharge Double No Bolster Matching Welt .FSC:FSC Wood .N:No Power Cutout \$(6):Grd 6 UPH .1047:Poppy -44:Flame Mark Line For: Tag TG: Benches Tag GC: PARALLEL-BENCH	1,304.56	1,304.56
2	3.00 Each	ALLSTEEL PSBNFSC-\$(P1)P4Q-\$(6)104744 Parallel Bench No Channel Stitching .FSC:FSC Wood \$(P1):P1 Clr Opts .P4Q:Carbon \$(6):Grade 6 Uph .1047:Poppy -44:Flame Mark Line For: Tag TG: Benches Tag GC: PARALLEL-BENCH	2,083.80	6,251.40
3	4.00 Each	ALLSTEEL GMHB17-041BKNE-394U-\$(2)WP-91 GUN Tia Ctr Hgt Stool Armless .BK:Black (P71) Powder Coat .NE:Natural FC Maple 394:Lowell Ash .U:CTB 117 Flammability Rating \$(2):Gr 2 Uph .WP:Whisper Vinyl 91:CLR- Fawn Mark Line For: Tag TG: First Floor Breakroom Tag GC: TIA	653.52	2,614.08
5	2.00 Each	ALLSTEEL ALED17U 17" Undercabinet LED Light w/ Power Supply Mark Line For: Tag TG: First Floor L Shape Office Tag GC: TL17	186.00	372.00
6	2.00 Each	ALLSTEEL SPLA-APR-FABTKBRDAM565278-\$(A)NBLE-13 Appr Tackzn 27H 30W Fab Tkbrd FII Hgt .M565278: \$(A):Grade A Fab .NBLE:Noble 13:Dawn Mark Line For: Tag TG: First Floor L Shape Office Tag GC: TB 30x30	108.20	216.40
7	2.00	ALLSTEEL	111.60	223.20



051 - FF&E DALLAS 5051 PULASKI STREET DALLAS, TX 75247 Phone: (972) 488-4100

		Item 12.
Order Number	3182	
Date	10/13/2022	
Customer PO No	Town of Prosper Fire Dept	
Customer Name	Customer Name CASH SALES ACCOUNT	
Salesperson SUSAN ROSENBL		LOOM
Project Number		
Terms	DUE UPON REC	EIPT
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	Each	WKMP1454X-\$(L2STD)LLA1-DL Approach Cred and Desk Mod. Panel 14Hx54W .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash Mark Line For: Tag TG: First Floor L Shape Office Tag GC: MP 14x54		
8	2.00 Each	ALLSTEEL WKNSP281524-BBFX-\$(L2STD)LLA1-DL-\$(L2STD)LLA1-DLSP- P8XOMT Approach 15W SupportPed 28 1/8"H 24D BBF No Feet .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash DL:Lowell Ash SP:Square P8X:Solar Black .OMT:omt Core to Ord key Alike Mark Line For: Tag TG: First Floor L Shape Office Tag GC: B/B/F-L	292.40	584.80
9	1.00 Each	ALLSTEEL WKNT722424LFFX-\$(L2STD)LLA1-DL-\$(L2STD)LLA1-DLSP-P8XOMT Approach Combo 72H 24W 24D LFF No Feet .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash DL:Lowell Ash DL:Lowell Ash DD:Lowell Ash .SP:Square P8X:Solar Black .OMT:omt 2 Cores To Ord key Alike Mark Line For: Tag TG: First Floor L Shape Office Tag GC: ST 72x24x24-L	972.00	972.00
10	1.00 Each	ALLSTEEL WKNT722424RFFX-\$(L2STD)LLA1-DL-\$(L2STD)LLA1-DLSP-P8XOMT Approach Combo 72H 24W 24D RFF No Feet .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash DL:Lowell Ash DL:Lowell Ash DL:Lowell Ash DR:Square P8X:Solar Black	972.00	972.00



051 - FF&E DALLAS **5051 PULASKI STREET DALLAS, TX 75247** Phone: (972) 488-4100

		Item 12.	
Order Number 318			
Date	10/13/2022		
Customer PO No	Town of Prosper Fire Dept		
Customer Name	CASH SALES ACCOUNT		
Salesperson SUSAN ROSENBLOOM		LOOM	
Project Number			
Terms	DUE UPON REC	EIPT	
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		.OMT:omt 2 Cores To Ord key Alike Mark Line For: Tag TG: First Floor L Shape Office Tag GC: ST 72x24x24-R		
11	2.00 Each	ALLSTEEL WKOH153015-HDLX-\$(L2STD)LLA1-DL-\$(L2STD)LLA1-DLOMT Approach Ovrhed 15Hx30Wx15D w/ 2 HD Lam Front .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash DL:Lowell Ash DL:Lowell Ash DL:Lowell Ash DL:Lowell Ash OMT:Omit Lock Mark Line For: Tag TG: First Floor L Shape Office Tag GC: OH 30	324.40	648.80
12	1.00 Each	ALLSTEEL LKFE5BLK\$(KEYNUM)SEQ/-1012 Lock Core Kit Black - 5 Cores 2 Keys \$(KEYNUM):Key Number .SEQ/:Key Number Sequence Start 101:Key Number 101 .2:Quantity- 2 Mark Line For: Tag TG: First Floor L Shape Office	47.80	47.80
13	2.00 Each	ALLSTEEL WKWSRS3024X-\$(L2STD)LLA1-DLC-P Approach Wksf Rectangular 30Wx24D .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash .C:Center P:Plastic Grommet Mark Line For: Tag TG: First Floor L Shape Office Tag GC: 24x30	103.00	206.00
14	2.00 Each	ALLSTEEL Z5SC66 54W External Supt Channel for 66W W/S Mark Line For: Tag TG: First Floor L Shape Office Tag GC: Offices	22.60	45.20
17	2.00 Each	ALLSTEEL ACWCB15 GUN ACC WALL MOUNT CANT BRACKET 15" Mark Line For: Tag TG: First Floor L Shape Office Tag GC: ACWCB15	79.42	158.84
18	4.00 Each	ALLSTEEL GGJA14-021QA-394U-\$(2)WP-29 Savor Full Uph-Uph Back Rail-Uph Seat .QA:Ash 394:Lowell Ash .U:CTB 117 Flammability Rating	714.84	2,859.36



051 - FF&E DALLAS **5051 PULASKI STREET DALLAS, TX 75247** Phone: (972) 488-4100

	Item 12.		
Order Number	3182	NOM 12.	
Date	10/13/2022		
Customer PO No	Town of Prosper Fire Dept		
Customer Name	CASH SALES ACCOUNT		
Salesperson	person SUSAN ROSENBLOOM		
Project Number			
Terms DUE UPON RE		EIPT	
Page 5 of 47			

		\$(2):Gr 2 Uph .WP:Whisper Vinyl 29:CLR- Cashew Mark Line For: Tag TG: First Floor L Shape Office Tag GC: SAVOR		
19	2.00 Each	ALLSTEEL SPLA-APR-LSHRDM568063X-\$(L2STD)LLA1-DL-\$(P1)P71 Apr 36D Ht Adj Shroud Non-handed .M568063: .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(P1):P1 Paint Opts .P71:Black Mark Line For: Tag TG: First Floor L Shape Office Tag GC: HS	171.60	343.20
20	2.00 Each	ALLSTEEL SPLA-APR-MTLPNLM568142-\$(P1)P71 Approach Metal Shroud 30D Non-handed .M568142: \$(P1):P1 Paint Opts .P71:Black Mark Line For: Tag TG: First Floor L Shape Office	66.20	132.40
21	1.00 Each	ALLSTEEL SPLA-APR-HAPEDM568065X-\$(L2STD)LLA1-DL-\$(L2STD)LLA1-DLSP-P8X-\$(P1)P71OMT Apr 36D Ht Adj LH Fil 15"W Ped Kit .M568065: .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash SP:Square P8X:Solar Black \$(P1):P1 Paint Opts .P71:Black .OMT:omt Core to Ord key Alike Mark Line For: Tag TG: First Floor L Shape Office Tag GC: HA F/F-L	699.80	699.80
22	1.00 Each	ALLSTEEL SPLA-APR-HAPEDM568064X-\$(L2STD)LLA1-DL-\$(L2STD)LLA1-DLSP-P8X-\$(P1)P71OMT Apr 36D Ht Adj RH Fil 15"W Ped Kit .M568064: .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash	699.80	699.80



051 - FF&E DALLAS **5051 PULASKI STREET DALLAS, TX 75247** Phone: (972) 488-4100

		Item 12.
Order Number	3182	110111 12.
Date	10/13/2022	
Customer PO No	Town of Prosper Fire Dept	
Customer Name	CASH SALES ACCOUNT	
Salesperson	esperson SUSAN ROSENBLOOM	
Project Number		
Terms	DUE UPON RECEIPT	
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		DL:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash .SP:Square P8X:Solar Black \$(P1):P1 Paint Opts .P71:Black .OMT:omt Core to Ord key Alike Mark Line For: Tag TG: First Floor L Shape Office Tag GC: HA F/F-R		
23	2.00 Each	ALLSTEEL SPLA-APR-MTLPNLM568143-\$(P1)P71 Approach Metal Shroud Pedestal Non-handed .M568143: \$(P1):P1 Paint Opts .P71:Black Mark Line For: Tag TG: First Floor L Shape Office	96.40	192.80
24	2.00 Each	ALLSTEEL SPLA-ALT-TLEGBASEM567856-\$(P1)P71XMEM Approved to be A6 MAX Base produced with the .M567856: \$(P1):P1 Paint Opts .P71:Black .X:Standard Glide .MEM:Memory Preset Mark Line For: Tag TG: First Floor L Shape Office Tag GC: 72-A6	796.00	1,592.00
25	2.00 Each	ALLSTEEL SPLA-APR-WKSRGMDCM568062GL-P-\$(L2STD)LLA1DL840W-X360D Spcl Size 72-1/8-84Wx30-1/8-36D Flat Eg .M568062: .GL:4-1/2" from L S 4-1/2" fr Rear P:Plastic Grommet \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash .DL:Edge- Lowell Ash .840W:84" W X360D:36" Depth Mark Line For: Tag TG: First Floor L Shape Office Tag GC: 36x84	305.80	611.60
26	1.00 Each	ALLSTEEL ET39B\$(P2)P8X Two Thirds 39" Table/Bench Base \$(P2):P2 Paint Opts .P8X:CLR- Solar Black Mark Line For: Tag TG: First Floor Lobby Tag GC: 39	540.50	540.50
27	4.00 Each	ALLSTEEL PSCNFSC-\$(P1)P4Q-\$(13)95481 Parallel Club Chair No Channel Stitching	2,178.10	8,712.40



051 - FF&E DALLAS 5051 PULASKI STREET DALLAS, TX 75247 Phone: (972) 488-4100

		Item 12.
Order Number	3182	110111 12
Date	10/13/2022	
Customer PO No	Town of Prosper Fire Dept	
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		.FSC:FSC Wood \$(P1):P1 CIr Opts .P4Q:Carbon \$(13):Grade 13 Uph .954:Cherished Knit -81:Oyster Mark Line For: Tag TG: First Floor Lobby Tag GC: PARALLEL-CLUB CHAIR		
28	1.00 Each	ALLSTEEL SPLA-SS-CORM565279 Approved to be 39" Round Table Top produced in Corian Limestone Prima, Matte Finish, with vendor Eased Edge. NOTE: This top will be 1/2" nominal thickness. Due to the thickness and material, installers will need attach this special top to the base via glue/VHB tape (purchased separately)M565279:Corian Limestone Prima, Matte finish, Vendor eased edge Mark Line For: Tag TG: First Floor Lobby Tag GC: 39	1,565.38	1,565.38
35	11.00 Each	ALLSTEEL CSL-PGANO0-\$(P1)P71CR Vicinity Sled Polymer Glides Armless .0:Nylon \$(P1):P1 Grd Frame .P71:Black .CR:Cherry Mark Line For: Tag TG: First Floor Sleep Rooms Tag GC: VICINITY	270.48	2,975.28
38	20.00 Each	ALLSTEEL AW2TS24N60CB\$(P1)P02B Aware 24D x 60W NestingT-Leg CSTR Pnt(Kit) \$(P1):P1 Paint Opts .P02:CLR- Flint .B:Caster- Black Mark Line For: Tag TG: First Floor Training Room Tag GC: First Floor Training Room	462.66	9,253.20
39	20.00 Each	ALLSTEEL AW3LF2460TX-\$(L1STD)LM16E9ATE 24Dx60W Aware Top Lam FlatEdg for T-Fixed or Nest .X:Standard Wood \$(L1STD):Grd L1 Standard Laminates .LM16:Flint .E9:Edg- Flint .ATE:One Cutout for Popup Pwr 2inbk Mark Line For: Tag TG: First Floor Training Room Tag GC: 24x60-N	210.54	4,210.80
40	20.00 Each	ALLSTEEL AW4GANG Ganging Hardware Mark Line For: Tag TG: First Floor Training Room Tag GC: First Floor Training Room	29.37	587.40
41	20.00 Each	ALLSTEEL AW4HM60\$(P1)P02	126.72	2,534.40



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		Hinged Modesty Panel 60" \$(P1):P1 Paint Opts .P02:CLR- Flint Mark Line For: Tag TG: First Floor Training Room Tag GC: First Floor Training Room		
42	4.00 Each	ALLSTEEL AW4QBI Interlink IQ Power Base Infeed Mark Line For: Tag TG: First Floor Training Room Tag GC: AW4QBI Tag T5: AW4QBI	250.47	1,001.88
43	20.00 Each	ALLSTEEL AW4QH60P Interlink IQ Power Harness 60" w/Pop-up 3 AC/1Open Mark Line For: Tag TG: First Floor Training Room Tag GC: AW4QH60P Tag T5: AW4QH60P	177.87	3,557.40
44	20.00 Each	ALLSTEEL AW4W60P 34" Wire Trough for 60" table .P:Paint- Black Mark Line For: Tag TG: First Floor Training Room Tag GC: 60 Tag T5: 60	52.80	1,056.00
45	4.00 Each	ALLSTEEL AWCVRG\$(P1)P02 Wire Manager Cover for Aware Leg \$(P1):P1 Paint Opts .P02:CLR- Flint Mark Line For: Tag TG: First Floor Training Room Tag GC: First Floor Training Room	55.11	220.44
49	1.00 Each	ALLSTEEL ALED17U60 17" Daisy Chain Starter w/ Power Supply Mark Line For: Tag TG: First Floor U Shape Office Tag GC: TL17	203.60	203.60
50	1.00 Each	ALED17UJMP30 17" Daisy Chain Light Mark Line For: Tag TG: First Floor U Shape Office Tag GC: TL17	143.60	143.60
51	1.00 Each	ALLSTEEL T612FB Flat Bkt for 12D W/S Mark Line For: Tag TG: First Floor U Shape Office Tag GC: FB	12.20	12.20
52	1.00 Each	ALLSTEEL WKCSFN283024-LFX-\$(L2STD)LLA1-DL-\$(L2STD)LLA1-DLSP- P8XOMT Approach Cred 30Wx24D Lat File with Trough	463.00	463.00



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		X:Standard Wood \$(L2STD):Grd L2 Standard Laminates LLA1:Lowell Ash DL:Lowell Ash \$(L2STD):Grd L2 Standard Laminates LLA1:Lowell Ash DL:Lowell Ash DL:Lowell Ash SP:Square P8X:Solar Black OMT:omt Core to Ord key Alike Mark Line For: Tag TG: First Floor U Shape Office Tag GC: CR 28x24x30-LF		
53	1.00 Each	ALLSTEEL WKFPFN281224RHX-\$(L2STD)LLA1-DL Approach False Ped 12Wx24D RH .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash Mark Line For: Tag TG: First Floor U Shape Office Tag GC: FP 24-R	188.60	188.60
54	1.00 Each	ALLSTEEL WKHP2836X-\$(L2STD)LLA1-DL Approach Wall Access Panel 28Hx36W Full Height .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash Mark Line For: Tag TG: First Floor U Shape Office Tag GC: WA 36	209.20	209.20
55	1.00 Each	ALLSTEEL WKMP1454X-\$(L2STD)LLA1-DL Approach Cred and Desk Mod. Panel 14Hx54W .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash Mark Line For: Tag TG: First Floor U Shape Office Tag GC: MP 14x54	111.60	111.60
56	2.00 Each	ALLSTEEL WKOH154815-HDLX-\$(L2STD)LLA1-DL-\$(L2STD)LLA1-DLOMT Approach Overhead 15Hx48Wx15D with 3 HD Lam Front .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash DL:Lowell Ash OMT:Omit Lock Mark Line For: Tag TG: First Floor U Shape Office	445.60	891.20



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		Tag GC: OH 48		
57	1.00 Each	ALLSTEEL WKPSFN281824-BBFX-\$(L2STD)LLA1-DL-\$(L2STD)LLA1-DLSP- P8XOMT Approach Supt Ped 18Wx24D BBF w/Trgh Cut No Back Pnl .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash DL:Lowell Ash SP:Square P8X:Solar Black .OMT:omt Core to Ord key Alike Mark Line For: Tag TG: First Floor U Shape Office Tag GC: B/B/F-L	419.60	419.60
58	1.00 Each	ALLSTEEL LKFE4BLK\$(KEYNUM)SEQ/-1031 Lock Core Kit Black - 4 Cores 2 Keys \$(KEYNUM):Key Number .SEQ/:Key Number Sequence Start 103:Key Number 103 .1:Quantity- 1 Mark Line For: Tag TG: First Floor U Shape Office	22.20	22.20
59	1.00 Each	ALLSTEEL WKTKFT4H48-FA\$(A)NBLE-13 Appr Tackzn 30H 48W Fab Tkbrd Fll Hgt \$(A):Grade A Fab .NBLE:Noble 13:Dawn Mark Line For: Tag TG: First Floor U Shape Office Tag GC: TB 30x48	121.80	121.80
60	1.00 Each	ALLSTEEL WKTKGT4H48-FA Appr Tackzn 30H 48W Wrtbl Surf FII Hgt Mark Line For: Tag TG: First Floor U Shape Office Tag GC: MB 30x48	149.80	149.80
61	1.00 Each	ALLSTEEL WKWSCW9624X-\$(L2STD)LLA1-DL Approach Cred Top 96Wx24D for Use with Trough .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash Mark Line For: Tag TG: First Floor U Shape Office Tag GC: 24x96	206.40	206.40
62	1.00 Each	ALLSTEEL WKWSRS4824X-\$(L2STD)LLA1-DLC-P Approach Wksf Rectangular 48Wx24D .X:Standard Wood	122.20	122.20



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		\$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash .C:Center P:Plastic Grommet Mark Line For: Tag TG: First Floor U Shape Office Tag GC: 24x48		
63	1.00 Each	ALLSTEEL Z5SC66 54W External Supt Channel for 66W W/S Mark Line For: Tag TG: First Floor U Shape Office Tag GC: Offices	22.60	22.60
66	2.00 Each	ALLSTEEL ACWCB15 GUN ACC WALL MOUNT CANT BRACKET 15" Mark Line For: Tag TG: First Floor U Shape Office Tag GC: ACWCB15	79.42	158.84
67	2.00 Each	ALLSTEEL GGJA14-021QA-394U-\$(2)WP-29 Savor Full Uph-Uph Back Rail-Uph Seat .QA:Ash 394:Lowell Ash .U:CTB 117 Flammability Rating \$(2):Gr 2 Uph .WP:Whisper Vinyl 29:CLR- Cashew Mark Line For: Tag TG: First Floor U Shape Office Tag GC: SAVOR	714.84	1,429.68
68	1.00 Each	ALLSTEEL SPLA-APR-LSHRDM568063X-\$(L2STD)LLA1-DL-\$(P1)P71 Apr 36D Ht Adj Shroud Non-handed .M568063: .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(P1):P1 Paint Opts .P71:Black Mark Line For: Tag TG: First Floor U Shape Office Tag GC: HS	171.60	171.60
69	1.00 Each	ALLSTEEL SPLA-APR-MTLPNLM568142-\$(P1)P71 Approach Metal Shroud 30D Non-handed .M568142: \$(P1):P1 Paint Opts .P71:Black Mark Line For: Tag TG: First Floor U Shape Office	66.20	66.20
70	1.00 Each	ALLSTEEL SPLA-APR-HAPEDM568064X-\$(L2STD)LLA1-DL-\$(L2STD)LLA1-DLSP-P8X-\$(P1)P71OMT Apr 36D Ht Adj RH Fil 15"W Ped Kit	699.80	699.80



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	10/13/2022 Town of Prosper Fit CASH SALES ACC SUSAN ROSENBL DUE UPON REC

		.M568064: .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash DL:Lowell Ash SP:Square P8X:Solar Black \$(P1):P1 Paint Opts .P71:Black .OMT:omt Core to Ord key Alike Mark Line For: Tag TG: First Floor U Shape Office Tag GC: HA F/F-R		
71	1.00 Each	ALLSTEEL SPLA-APR-MTLPNLM568143-\$(P1)P71 Approach Metal Shroud Pedestal Non-handed .M568143: \$(P1):P1 Paint Opts .P71:Black Mark Line For: Tag TG: First Floor U Shape Office	96.40	96.40
72	1.00 Each	ALLSTEEL SPLA-ALT-TLEGBASEM567856-\$(P1)P71XMEM Approved to be A6 MAX Base produced with the .M567856: \$(P1):P1 Paint Opts .P71:Black .X:Standard Glide .MEM:Memory Preset Mark Line For: Tag TG: First Floor U Shape Office Tag GC: 72-A6	796.00	796.00
73	1.00 Each	ALLSTEEL SPLA-APR-WKSRGMDCM568062GL-P-\$(L2STD)LLA1DL840W-X360D Spcl Size 72-1/8-84Wx30-1/8-36D Flat Eg .M568062: .GL:4-1/2" from L S 4-1/2" fr Rear P:Plastic Grommet \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash .DL:Edge- Lowell Ash .840W:84" W X360D:36" Depth Mark Line For: Tag TG: First Floor U Shape Office Tag GC: 36x84	305.80	305.80
74	1.00 Each	ALLSTEEL GM2NTRD30H15-LX-\$(L2STD)LLA1P8X GUN Briefing Nesting Tbl Rnd 30dia x 15H Lam .X:Standard No FSC \$(L2STD):L2 Standard Laminate Opts .LLA1:Lowell Ash	1,129.54	1,129.54



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		.P8X:Solar Black P8X Mark Line For: Tag TG: Second Floor Admin Lobby Tag GC: 30-L		
78	1.00 Each	ALLSTEEL S942PTST42120XLL815-\$(P1)P27 42x120 PlnkWdTop WdLeg StndHt 42" Corded Power .X:X .LL815:Light Neutral \$(P1):P1 Paint Opts .P27:CLR- Matte Black Mark Line For: Tag TG: Second Floor Breakroom Tag GC: 42x120x42	6,673.68	6,673.68
79	8.00 Each	ALLSTEEL GMHB17-011BKNE-579U-\$(3)SX-06 GUN Tia Bar Hgt Stool Armless .BK:Black (P71) Powder Coat .NE:Natural FC Maple 579:Florence Walnut .U:CTB 117 Flammability Rating \$(3):Gr 3 Uph .SX:Moxie 06:Coconut Mark Line For: Tag TG: Second Floor Breakroom Tag GC: TIA	661.50	5,292.00
80	1.00 Each	ALLSTEEL PTCTLFSC-\$(P1)P4Q-\$(L2STD)LLA1DL Parallel 52x22 Laminate Coffee Table .FSC:FSC Wood \$(P1):P1 Clr Opts .P4Q:Carbon \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash .DL:Edge- Lowell Ash Mark Line For: Tag TG: Second Floor Private Offices	891.94	891.94
81	1.00 Each	ALLSTEEL PTSTLFSC-\$(P1)P4Q-\$(L2STD)LLA1DL Parallel 22x22 Laminate Side Table .FSC:FSC Wood \$(P1):P1 Clr Opts .P4Q:Carbon \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash .DL:Edge- Lowell Ash Mark Line For: Tag TG: Second Floor Private Offices	693.68	693.68
84	1.00 Each	ALLSTEEL ACMWS36 GUN Acc Steel Wksf Support 36W Mark Line For: Tag TG: Second Floor Private Offices	25.84	25.84
85	1.00 Each	ALLSTEEL GS2CLS6H18L-LLX-\$(L2STD)LLA1-\$(L2STD)LLA1HLEBLY-OMT GUN Closet Single Dr 6H 18W LH Lam	1,219.04	1,219.04



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86	1.00 Each	.X:Standard No FSC \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash .HLEB:Trio Linear Black (P71) .LY:Locks Yes OMT:Omit Lock Core Field Installed Mark Line For: Tag TG: Second Floor Private Offices ALLSTEEL GS2CMF84-LX-\$(L2STD)LLA1 GUN Mod Cred Full Modesty Pnl 84W Lam .X:Standard No FSC \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash Mark Line For: Tag TG: Second Floor Private Offices	370.50	370.50
87	1.00 Each	ALLSTEEL GS2CPD2418-3LX-\$(L2STD)LLA1-\$(L2STD)LLA1HLEBVWOMT GUN Mod Ped 24D x 18W -3 Lam .X:Standard No FSC \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash .HLEB:Trio Linear Black (P71) .VW:Vinyl Wrapped Soft Close .OMT:Omit Lock Core Field Installed Mark Line For: Tag TG: Second Floor Private Offices	646.76	646.76
88	1.00 Each	ALLSTEEL GS2CPD2430-SHLX-\$(L2STD)LLA1 GUN Mod Ped 24D x 30W -SH Lam .X:Standard No FSC \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash Mark Line For: Tag TG: Second Floor Private Offices	617.12	617.12
89	1.00 Each	ALLSTEEL GS2CPD2436-4LX-\$(L2STD)LLA1-\$(L2STD)LLA1HLEBVWOMT GUN Mod Ped 24D x 36W -4 Lam .X:Standard No FSC \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash .HLEB:Trio Linear Black (P71) .VW:Vinyl Wrapped Soft Close .OMT:Omit Lock Core Field Installed Mark Line For: Tag TG: Second Floor Private Offices	834.86	834.86
90	1.00 Each	ALLSTEEL GS2CWR2448-LX-\$(L2STD)LLA1VLGSQGN GUN Mod Wksf 24D x 48W Lam .X:Standard No FSC	283.86	283.86



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		\$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash .VLG:Standard/Long Grain Direction .SQ:Square Edge Detail .GN:Grommet No Mark Line For: Tag TG: Second Floor Private Offices		
91	1.00 Each	ALLSTEEL GS2CWR2484-LX-\$(L2STD)LLA1SQGN GUN Mod Wksf 24D x 84W Lam .X:Standard No FSC \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash .SQ:Square Edge Detail .GN:Grommet No Mark Line For: Tag TG: Second Floor Private Offices	417.62	417.62
92	1.00 Each	ALLSTEEL GS2MEP24L-LX-\$(L2STD)LLA1 GUN Mod End Pnl 24D LH Lam .X:Standard No FSC \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash Mark Line For: Tag TG: Second Floor Private Offices	156.18	156.18
93	1.00 Each	ALLSTEEL GS2MEP24R-LX-\$(L2STD)LLA1 GUN Mod End Pnl 24D RH Lam .X:Standard No FSC \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash Mark Line For: Tag TG: Second Floor Private Offices	156.18	156.18
94	1.00 Each	ALLSTEEL GS2CPD249L-XLX-\$(L2STD)LLA1 GUN Mod Ped 24D x 9W LH -X Lam .X:Standard No FSC \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash Mark Line For: Tag TG: Second Floor Private Offices	300.96	300.96
95	1.00 Each	ALLSTEEL GS2STN1H36-LNX-\$(L2STD)LLA1 GUN Surf Mnt Twr No Drs 1H 36W Lam .X:Standard No FSC \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash Mark Line For: Tag TG: Second Floor Private Offices	888.06	888.06
96	1.00 Each	ALLSTEEL GS2UTC5H24R-LLX-\$(L2STD)LLA1-\$(L2STD)LLA1HLEBVWOMT GUN Utility Cabinet 5H 24D x 24W RH Lam .X:Standard No FSC \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash	2,051.62	2,051.62



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		.HLEB:Trio Linear Black (P71) .VW:Vinyl Wrapped Soft Close .OMT:Omit Lock Core Field Installed Mark Line For: Tag TG: Second Floor Private Offices		
97	2.00 Each	ALLSTEEL GS2SCF2H30-5LLX-\$(L2STD)LLA1-\$(L2STD)LLA1-\$ (L2STD)LLA1SQHLEBOMT GUN Storage Cab 2H 24D x 30W -5 Lam .X:Standard No FSC \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash \$(L2STD):L3 Standard Lam Opts .LLA1:Lowell Ash .SQ:Square Edge Detail .HLEB:Trio Linear Black (P71) .OMT:Omit Lock Core Field Installed Mark Line For: Tag TG: Second Floor Private Offices	750.88	1,501.76
98	1.00 Each	ALLSTEEL GS2WMC1H96-LNX-\$(L2STD)LLA1 GUN Wall Mnt Cab w/ No Dr 1H 96W Lam .X:Standard No FSC \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash Mark Line For: Tag TG: Second Floor Private Offices	1,351.66	1,351.66
99	2.00 Each	ALLSTEEL SPL-GS3-BKC-LQ8401001X-\$(L2STD)LLA1 SPL GS2BKN3H15-LN SPECIAL SILEA APPROX 14D 15W 39.125H BOOKCASE, WITH (1) ADJ SHELVES, ADJ SHELF TO ALIGN WITH SHELF IN ADJ SURFACE MOUNT CABINET, TO BE USED TO SUPPORT STD GS2WMC1H96-LN, THAT WON'T BE WALL MOUNTED, INCLUDED DOUBLE STICK TAPE AND FLAT PLATES TO ATTACH UNITS TOGETHER, LAMINATEQ8401001:Q8401001.FSC.LAMCHASSIS .X:Standard No FSC \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash Mark Line For: Tag TG: Second Floor Private Offices	642.20	1,284.40
100	1.00 Each	ALLSTEEL SPL-GS3-FULLMOD-LM566141X-\$(L2STD)LLA1 APPROVED AS 78W (2) PNL SET TO INCLUDE FINISHED BACK PANEL AND HALF HGT MODESTY PANEL, LAMINATEM566141: .X:Standard No FSC \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash Mark Line For: Tag TG: Second Floor Private Offices	639.16	639.16
101	1.00 Each	ALLSTEEL SPL-GS3-PED-LM566125X-\$(L2STD)LLA1-\$ (L2STD)LLA1HLEBVWOMT	655.50	655.50



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		APPROVED AS 24D 15W HGT ADJ BOX/FILE PED TO HAVE ATTACHMENT FOR FINISHED BACK PANEL ON M566141, LAMINATEM566125: .X:Standard - No FSC \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash .HLEB:Trio Linear Black (P71) OPTION:.VW:Vinyl Wrapped .OMT:Omit Lock Core Field Installed Mark Line For: Tag TG: Second Floor Private Offices		
102	1.00 Each	ALLSTEEL GLKFE9BLK-\$(KEYNUM)SEQ/-1041 GUN Field Installed Lock Core Kit 9 cores 2 keys .BLK:Black \$(KEYNUM):Key Number .SEQ/:Key Number Sequence Start 104:Key Number 104 .1:Quantity- 1 Mark Line For: Tag TG: Second Floor Private Offices	21.66	21.66
103	1.00 Each	ALLSTEEL SPL-GS3C-HATOP-LM566002X-\$(L2STD)LLA1SQGN APPROVED AS 30D 78W HGT ADJ RETURN TOP TO BE OVERHUNG BASE 6", TO HAVE BORING FOR HALF HGT MODESTY FROM M566141, LAMINATEM566002: .X:Standard - No FSC \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash .SQ:Square Edge Detail .GN:Grommet No Mark Line For: Tag TG: Second Floor Private Offices	472.34	472.34
104	1.00 Each	ALLSTEEL SPL-GS3CB-HAJSTM566138MEM-P71 APPROVED AS 78W HGT ADJ J STAR KIT, METALM566138: .MEM:Memory Preset Keypad P71:Black HAT Base Mark Line For: Tag TG: Second Floor Private Offices	702.41	702.41
105	1.00 Each	ALLSTEEL SPL-GS4C-HABSE-LM566139X-\$(L2STD)LLA1 APPROVED AS 63W RH HGT ADJ RETURN BASE WITH END PANEL, TO BE USED WITH PED TO HAVE NO WALL MOUNT BRACKETS, TO HAVE ATTACHMENT FOR FINISHED BACK PANEL, TO HAVE 30D TOP TO CREATE 6" OVERHANG ON GUEST SIDE, END PANEL SHORTENED AS MUCH AS POSSIBLE TO REDUCE KNEE KNOCKER, LAMINATEM566139: .X:Standard - No FSC \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash	396.34	396.34



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		Mark Line For: Tag TG: Second Floor Private Offices		
111	1.00 Each	ALLSTEEL AMPTLK42120REX-\$(L2STD)LLA1DLC2 Structure 42" X 120" RectangleTop Lam Knife Edge .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash .DL:Edge- Lowell Ash .C2:2 Large Center Cutouts Mark Line For: Tag TG: Second Floor Conference Room Tag GC: 42x120	1,083.72	1,083.72
112	2.00 Each	ALLSTEEL AMPTP2BLK Structure 10' corded Pwr incl 3 Pwr/1 Extron CutOut .BLK:Black Mark Line For: Tag TG: Second Floor Conference Room Tag GC: Second Floor Conference Room	253.11	506.22
113	1.00 Each	ALLSTEEL AMPTPL120X-\$(L1STD)LM16LM16 Structure Lam Hallow Panel Base for 120" Wide .X:Standard Wood \$(L1STD):Grd L1 Standard Laminates .LM16:Flint .LM16:Flint Mark Line For: Tag TG: Second Floor Conference Room Tag GC: PB	1,153.02	1,153.02
114	1.00 Each	ALLSTEEL AMPTPLATE Structure Extron Plate (DblSpace) VGA HDMI HDMI Audio Mark Line For: Tag TG: Second Floor Conference Room	223.74	223.74
116	2.00 Each	ALLSTEEL ALED31U 31" Undercabinet LED Light w/ Power Supply Mark Line For: Tag TG: Second Floor EOC Rooms Tag GC: TL31	279.20	558.40
117	2.00 Each	ALLSTEEL APWRMOD2WCSTRM 2 Receptacle 2 USB Worksurface Clamp .STRM:Storm Mark Line For: Tag TG: Second Floor EOC Rooms Tag GC: PDM	126.40	252.80
118	1.00 Each	ALLSTEEL LKFE2BLK\$(KEYNUM)SEQ/-2202 Lock Core Kit Black - 2 Cores 2 Keys \$(KEYNUM):Key Number .SEQ/:Key Number Sequence Start 220:Key Number 220 .2:Quantity- 2 Mark Line For: Tag TG: Second Floor EOC Rooms	19.20	19.20
119	2.00	ALLSTEEL	710.40	1,420.80



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	Each	WKNT723018X-\$(L2STD)LLA1-DL-\$(L2STD)LLA1-DLSP-P8XOMT Appr Wardrobe 72H 30W 18D Non-Handed .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash DL:Lowell Ash DL:Lowell Ash DS:SOJA STANDARD STAND		
120	2.00 Each	Tag GC: ST 72x18x30 ALLSTEEL WKOH157215-HDLX-\$(L2STD)LLA1-DL-\$(L2STD)LLA1-DLLN Approach Ovrhed 15Hx72Wx15D w/ 4 HD Lam Front .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash DL:Lowell Ash LLN:No Lock Mark Line For: Tag TG: Second Floor EOC Rooms Tag GC: OH 72	537.80	1,075.60
121	2.00 Each	ALLSTEEL WKUP297230LH-BBFX-\$(L2STD)LLA1-DL-\$(L2STD)LLA1-DL-\$ (L2STD)LLA1-DLSP-P8XB-PHMOMT Approach 30Dx72W Left Hand Ped Desk BBF .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash DL:Lowell Ash DL:Lowell Ash S(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash SP:Square P8X:Solar Black .B:Left and Right P:Plastic Grommet .HM:Half Modesty .OMT:omt Core to Ord key Alike Mark Line For: Tag TG: Second Floor EOC Rooms Tag GC: SD 30x72L-BBF	767.60	1,535.20
124	4.00 Each	ALLSTEEL ACWCB15	79.42	317.68



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		GUN ACC WALL MOUNT CANT BRACKET 15" Mark Line For: Tag TG: Second Floor Private Offices		
125	4.00 Each	ALLSTEEL GS2BKN6H30-LNX-\$(L2STD)LLA1 GUN Bkcs 6H 30W Lam .X:Standard No FSC \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash Mark Line For: Tag TG: Second Floor Private Offices	1,216.76	4,867.04
126	1.00 Each	ALLSTEEL GS2CLS5H18L-LLX-\$(L2STD)LLA1-\$(L2STD)LLA1HLEBLY-OMT GUN Closet Single Dr 5H 18W LH Lam .X:Standard No FSC \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash .HLEB:Trio Linear Black (P71) .LY:Locks Yes OMT:Omit Lock Core Field Installed Mark Line For: Tag TG: Second Floor Private Offices	1,113.02	1,113.02
127	1.00 Each	ALLSTEEL GS2CLS6H18R-LLX-\$(L2STD)LLA1-\$(L2STD)LLA1HLEBLY-OMT GUN Closet Single Dr 6H 18W RH Lam .X:Standard No FSC \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash .HLEB:Trio Linear Black (P71) .LY:Locks Yes OMT:Omit Lock Core Field Installed Mark Line For: Tag TG: Second Floor Private Offices	1,219.04	1,219.04
128	2.00 Each	ALLSTEEL GS2CPD2418-3LX-\$(L2STD)LLA1-\$(L2STD)LLA1HLEBVWOMT GUN Mod Ped 24D x 18W -3 Lam .X:Standard No FSC \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash .HLEB:Trio Linear Black (P71) .VW:Vinyl Wrapped Soft Close .OMT:Omit Lock Core Field Installed Mark Line For: Tag TG: Second Floor Private Offices	646.76	1,293.52
129	2.00 Each	ALLSTEEL GS2CPD2418-SHLX-\$(L2STD)LLA1 GUN Mod Ped 24D x 18W -SH Lam .X:Standard - No FSC \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash	491.34	982.6



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		Mark Line For: Tag TG: Second Floor Private Offices		
130	2.00 Each	ALLSTEEL GS2CPD2436-4LX-\$(L2STD)LLA1-\$(L2STD)LLA1HLEBVWOMT GUN Mod Ped 24D x 36W -4 Lam .X:Standard No FSC \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash .HLEB:Trio Linear Black (P71) .VW:Vinyl Wrapped Soft Close .OMT:Omit Lock Core Field Installed Mark Line For: Tag TG: Second Floor Private Offices	834.86	1,669.72
131	1.00 Each	ALLSTEEL GLKFE3BLK-\$(KEYNUM)SEQ/-1052 GUN Field Installed Lock Core Kit 3 cores 2 keys .BLK:Black \$(KEYNUM):Key Number .SEQ/:Key Number Sequence Start 105:Key Number 105 .2:Quantity- 2 Mark Line For: Tag TG: Second Floor Private Offices	14.44	14.44
132	2.00 Each	ALLSTEEL GS2CWR2448-LX-\$(L2STD)LLA1VLGSQGN GUN Mod Wksf 24D x 48W Lam .X:Standard No FSC \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash .VLG:Standard/Long Grain Direction .SQ:Square Edge Detail .GN:Grommet No Mark Line For: Tag TG: Second Floor Private Offices	283.86	567.72
133	2.00 Each	ALLSTEEL GS2CWR2472-LX-\$(L2STD)LLA1SQGN GUN Mod Wksf 24D x 72W Lam .X:Standard No FSC \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash .SQ:Square Edge Detail .GN:Grommet No Mark Line For: Tag TG: Second Floor Private Offices	385.70	771.40
134	1.00 Each	ALLSTEEL GS3DFAK3678-LLX-\$(L2STD)LLA1-\$(L2STD)LLA1SQMEM-P71GR-P71 GUN HAT Dsk w/ Full Mod 36D x 78W Lam .X:Standard - No FSC \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash .SQ:Square Edge Detail	2,339.28	2,339.28



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		.MEM:Memory Preset Keypad P71:Black HAT Base .GR:Grommet Right P71:Black Mark Line For: Tag TG: Second Floor Private Offices		
135	1.00 Each	ALLSTEEL GS3DFAK3678-LLX-\$(L2STD)LLA1-\$(L2STD)LLA1SQMEM-P71GL-P71 GUN HAT Dsk w/ Full Mod 36D x 78W Lam .X:Standard - No FSC \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash .SQ:Square Edge Detail .MEM:Memory Preset Keypad P71:Black HAT Base .GL:Grommet Left P71:Black Mark Line For: Tag TG: Second Floor Private Offices	2,339.28	2,339.28
136	2.00 Each	ALLSTEEL MDWLBK30 Wall Mount Bracket for 30" Deep Worksurface Mark Line For: Tag TG: Second Floor Private Offices	48.64	97.28
137	2.00 Each	ALLSTEEL GM2ETRD18H24-LX-\$(L2STD)LLA1P71 GUN Briefing End Tbl 18dia x 24H Lam .X:Standard No FSC \$(L2STD):L2 Standard Laminate Opts .LLA1:Lowell Ash .P71:Black P71 Mark Line For: Tag TG: Second Floor Private Offices	811.19	1,622.38
142	4.00 Each	ALLSTEEL ALED17U 17" Undercabinet LED Light w/ Power Supply Mark Line For: Tag TG: Second Floor Private Offices	186.00	744.00
143	4.00 Each	ALLSTEEL SPLA-APR-FABTKBRDAM565277-\$(A)NBLE-13 Appr Tackzn 27H 42W Fab Tkbrd FII Hgt .M565277: \$(A):Grade A Fab .NBLE:Noble 13:Dawn Mark Line For: Tag TG: Second Floor Private Offices	122.20	488.80
144	4.00 Each	ALLSTEEL WKBKFN4H3015X-\$(L2STD)LLA1-DL Approach Bookcase 56H 30Wx15D 1 Fixed - 2 Adj Shlvs .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash	353.00	1,412.00



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		Mark Line For: Tag TG: Second Floor Private Offices		
145	4.00 Each	ALLSTEEL WKMP1454X-\$(L2STD)LLA1-DL Approach Cred and Desk Mod. Panel 14Hx54W .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash Mark Line For: Tag TG: Second Floor Private Offices	111.60	446.40
146	4.00 Each	ALLSTEEL WKNSP281524-BBFX-\$(L2STD)LLA1-DL-\$(L2STD)LLA1-DLSP- P8XOMT Approach 15W SupportPed 28 1/8"H 24D BBF No Feet .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash SP:Square P8X:Solar Black .OMT:omt Core to Ord key Alike Mark Line For: Tag TG: Second Floor Private Offices	292.40	1,169.60
147	1.00 Each	ALLSTEEL WKNT722424LFFX-\$(L2STD)LLA1-DL-\$(L2STD)LLA1-DLSP-P8XOMT Approach Combo 72H 24W 24D LFF No Feet .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash DL:Lowell Ash DL:Lowell Ash DL:Lowell Ash DL:Lowell Ash DL:Lowell Ash Ash DR:Companies DR:Co	972.00	972.00
148	3.00 Each	ALLSTEEL WKNT722424RFFX-\$(L2STD)LLA1-DL-\$(L2STD)LLA1-DLSP-P8XOMT Approach Combo 72H 24W 24D RFF No Feet .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash DL:Lowell Ash OM:D:Lowell Ash .SP:Square P8X:Solar Black .OMT:omt 2 Cores To Ord key Alike	972.00	2,916.00



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		Mark Line For: Tag TG: Second Floor Private Offices		
149	4.00 Each	ALLSTEEL WKOH154215-HDLX-\$(L2STD)LLA1-DL-\$(L2STD)LLA1-DLOMT Approach Overhead 15Hx42Wx15D with 2 HD Lam Front X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash DL:Lowell Ash OMT:Omit Lock Mark Line For: Tag TG: Second Floor Private Offices	398.00	1,592.00
150	4.00 Each	ALLSTEEL WKWSRS4224X-\$(L2STD)LLA1-DLC-P Approach Wksf Rectangular 42Wx24D .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash .C:Center P:Plastic Grommet Mark Line For: Tag TG: Second Floor Private Offices	118.00	472.00
151	1.00 Each	ALLSTEEL LKFE5BLK\$(KEYNUM)SEQ/-1074 Lock Core Kit Black - 5 Cores 2 Keys \$(KEYNUM):Key Number .SEQ/:Key Number Sequence Start 107:Key Number 107 .4:Quantity- 4 Mark Line For: Tag TG: Second Floor Private Offices	87.80	87.80
152	4.00 Each	ALLSTEEL Z5SC66 54W External Supt Channel for 66W W/S Mark Line For: Tag TG: Second Floor Private Offices	22.60	90.40
155	4.00 Each	ALLSTEEL ACWCB15 GUN ACC WALL MOUNT CANT BRACKET 15" Mark Line For: Tag TG: Second Floor Private Offices	79.42	317.6
156	8.00 Each	ALLSTEEL GGJA14-021QA-394U-\$(17)S539951XP-3878-101 Savor Full Uph-Uph Back Rail-Uph Seat .QA:Ash 394:Lowell Ash .U:CTB 117 Flammability Rating \$(17):Gr 17 Uph .S539951XP:Jumper 3878-101:CLR- Birch	941.72	7,533.76
		Mark Line For: Tag TG: Second Floor Private Offices		



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	Each	SPLA-APR-LSHRDM568063X-\$(L2STD)LLA1-DL-\$(P1)P71 Apr 36D Ht Adj Shroud Non-handed .M568063: .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(P1):P1 Paint Opts .P71:Black Mark Line For: Tag TG: Second Floor Private Offices		
158	4.00 Each	ALLSTEEL SPLA-APR-MTLPNLM568142-\$(P1)P71 Approach Metal Shroud 30D Non-handed .M568142: \$(P1):P1 Paint Opts .P71:Black Mark Line For: Tag TG: Second Floor Private Offices	66.20	264.80
159	3.00 Each	ALLSTEEL SPLA-APR-HAPEDM568065X-\$(L2STD)LLA1-DL-\$(L2STD)LLA1-DLSP-P8X-\$(P1)P71OMT Apr 36D Ht Adj LH Fil 15"W Ped Kit .M568065: .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash DL:Lowell Ash SP:Square P8X:Solar Black \$(P1):P1 Paint Opts .P71:Black .OMT:omt Core to Ord key Alike Mark Line For: Tag TG: Second Floor Private Offices	699.80	2,099.40
160	1.00 Each	ALLSTEEL SPLA-APR-HAPEDM568064X-\$(L2STD)LLA1-DL-\$(L2STD)LLA1-DLSP-P8X-\$(P1)P71OMT Apr 36D Ht Adj RH Fil 15"W Ped Kit .M568064: .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash DL:Lowell Ash SP:Square P8X:Solar Black \$(P1):P1 Paint Opts .P71:Black	699.80	699.80



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		.OMT:omt Core to Ord key Alike Mark Line For: Tag TG: Second Floor Private Offices		
161	4.00 Each	ALLSTEEL SPLA-APR-MTLPNLM568143-\$(P1)P71 Approach Metal Shroud Pedestal Non-handed .M568143: \$(P1):P1 Paint Opts .P71:Black Mark Line For: Tag TG: Second Floor Private Offices	96.40	385.60
162	4.00 Each	ALLSTEEL SPLA-ALT-TLEGBASEM567856-\$(P1)P71XMEM Approved to be A6 MAX Base produced with the .M567856: \$(P1):P1 Paint Opts .P71:Black .X:Standard Glide .MEM:Memory Preset Mark Line For: Tag TG: Second Floor Private Offices	796.00	3,184.00
163	4.00 Each	ALLSTEEL SPLA-APR-WKSRGMDCM568062GL-P-\$(L2STD)LLA1DL840W-X360D Spcl Size 72-1/8-84Wx30-1/8-36D Flat Eg .M568062: .GL:4-1/2" from L S 4-1/2" fr Rear P:Plastic Grommet \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash .DL:Edge- Lowell Ash .840W:84" W X360D:36" Depth Mark Line For: Tag TG: Second Floor Private Offices	305.80	1,223.2
165	4.00 Each	ALLSTEEL ALED17U60 17" Daisy Chain Starter w/ Power Supply Mark Line For: Tag TG: Second Floor Private Offices	203.60	814.4
166	4.00 Each	ALLSTEEL ALED17UJMP30 17" Daisy Chain Light Mark Line For: Tag TG: Second Floor Private Offices	143.60	574.4
167	4.00 Each	ALLSTEEL T612FB Flat Bkt for 12D W/S Mark Line For: Tag TG: Second Floor Private Offices	12.20	48.8
168	3.00 Each	ALLSTEEL WKBKFN4H3015X-\$(L2STD)LLA1-DL Approach Bookcase 56H 30Wx15D 1 Fixed - 2 Adj Shlvs .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash Mark Line For: Tag TG: Second Floor Private Offices	353.00	1,059.0



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169	4.00 Each	ALLSTEEL WKCSFN283024-LFX-\$(L2STD)LLA1-DL-\$(L2STD)LLA1-DLSP-P8XOMT Approach Cred 30Wx24D Lat File with Trough .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash DL:Lowell Ash DL:Lowell Ash OD:Lowell Ash OD:Lowell Ash .SP:Square P8X:Solar Black .OMT:omt Core to Ord key Alike Mark Line For: Tag TG: Second Floor Private Offices	463.00	1,852.00
170	3.00 Each	ALLSTEEL WKFPFN281224LHX-\$(L2STD)LLA1-DL Approach False Ped 12Wx24D LH .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash Mark Line For: Tag TG: Second Floor Private Offices	188.60	565.80
171	1.00 Each	ALLSTEEL WKFPFN281224RHX-\$(L2STD)LLA1-DL Approach False Ped 12Wx24D RH .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash Mark Line For: Tag TG: Second Floor Private Offices	188.60	188.60
172	4.00 Each	ALLSTEEL WKHP2836X-\$(L2STD)LLA1-DL Approach Wall Access Panel 28Hx36W Full Height .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash Mark Line For: Tag TG: Second Floor Private Offices	209.20	836.80
173	4.00 Each	ALLSTEEL WKMP1454X-\$(L2STD)LLA1-DL Approach Cred and Desk Mod. Panel 14Hx54W .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash Mark Line For: Tag TG: Second Floor Private Offices	111.60	446.40
174	1.00 Each	ALLSTEEL WKNT721824LX-\$(L2STD)LLA1-DL-\$(L2STD)LLA1-DLSP-P8XOMT Approach Wardrobe 72H 18W 24D L No Feet .X:Standard Wood	613.20	613.20



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		\$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash DL:Lowell Ash .SP:Square P8X:Solar Black .OMT:omt Core to Ord key Alike Mark Line For: Tag TG: Second Floor Private Offices		
175	3.00 Each	ALLSTEEL WKNT721824RX-\$(L2STD)LLA1-DL-\$(L2STD)LLA1-DLSP-P8XOMT Approach Wardrobe 72H 18W 24D R No Feet .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash DL:Lowell Ash DL:Lowell Ash DL:Lowell Ash .SP:Square P8X:Solar Black .OMT:omt Core to Ord key Alike Mark Line For: Tag TG: Second Floor Private Offices	613.20	1,839.60
176	8.00 Each	ALLSTEEL WKOH154815-HDLX-\$(L2STD)LLA1-DL-\$(L2STD)LLA1-DLOMT Approach Overhead 15Hx48Wx15D with 3 HD Lam Front .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash DL:Lowell Ash DL:Lowell Ash DL:Lowell Ash DL:Lowell Ash OMT:Omit Lock Mark Line For: Tag TG: Second Floor Private Offices	445.60	3,564.80
177	4.00 Each	ALLSTEEL WKPSFN281824-BBFX-\$(L2STD)LLA1-DL-\$(L2STD)LLA1-DLSP-P8XOMT Approach Supt Ped 18Wx24D BBF w/Trgh Cut No Back Pnl .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash DL:Lowell Ash SP:Square P8X:Solar Black .OMT:omt Core to Ord key Alike Mark Line For: Tag TG: Second Floor Private Offices	419.60	1,678.40



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		Item 12.
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Customer PO No	Town of Prosper Fire Dept	
Customer Name	CASH SALES ACCOUNT	
Salesperson	SUSAN ROSENBLOOM	
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178	1.00 Each	ALLSTEEL LKFE4BLK-\$(KEYNUM)SEQ/-1114	70.20	70.20
	Luui	Lock Core Kit Black - 4 Cores 2 Keys \$(KEYNUM):Key Number .SEQ/:Key Number Sequence Start 111:Key Number 111 .4:Quantity- 4 Mark Line For: Tag TG: Second Floor Private Offices		
179	4.00 Each	ALLSTEEL WKTKFT4H48-FA\$(A)NBLE-13 Appr Tackzn 30H 48W Fab Tkbrd Fll Hgt \$(A):Grade A Fab .NBLE:Noble 13:Dawn Mark Line For: Tag TG: Second Floor Private Offices	121.80	487.20
180	4.00 Each	ALLSTEEL WKTKGT4H48-FA Appr Tackzn 30H 48W Wrtbl Surf FII Hgt Mark Line For: Tag TG: Second Floor Private Offices	149.80	599.20
181	4.00 Each	ALLSTEEL WKWSCW9624X-\$(L2STD)LLA1-DL Approach Cred Top 96Wx24D for Use with Trough .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash Mark Line For: Tag TG: Second Floor Private Offices	206.40	825.60
182	4.00 Each	ALLSTEEL WKWSRS4824X-\$(L2STD)LLA1-DLC-P Approach Wksf Rectangular 48Wx24D .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash .C:Center P:Plastic Grommet Mark Line For: Tag TG: Second Floor Private Offices	122.20	488.80
183	4.00 Each	ALLSTEEL Z5SC66 54W External Supt Channel for 66W W/S Mark Line For: Tag TG: Second Floor Private Offices	22.60	90.40
186	8.00 Each	ALLSTEEL ACWCB15 GUN ACC WALL MOUNT CANT BRACKET 15" Mark Line For: Tag TG: Second Floor Private Offices	79.42	635.36
187	2.00 Each	ALLSTEEL GS2BKN6H30-LNX-\$(L2STD)LLA1 GUN Bkcs 6H 30W Lam .X:Standard No FSC \$(L2STD):L2 Standard Lam Opts	1,216.76	2,433.52



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		.LLA1:Lowell Ash Mark Line For: Tag TG: Second Floor Private Offices		
188	8.00 Each	ALLSTEEL GGJA14-021QA-394U-\$(17)S539951XP-3878-101 Savor Full Uph-Uph Back Rail-Uph Seat .QA:Ash 394:Lowell Ash .U:CTB 117 Flammability Rating \$(17):Gr 17 Uph .S539951XP:Jumper 3878-101:CLR- Birch Mark Line For: Tag TG: Second Floor Private Offices	941.72	7,533.70
189	4.00 Each	ALLSTEEL SPLA-APR-LSHRDM568063X-\$(L2STD)LLA1-DL-\$(P1)P71 Apr 36D Ht Adj Shroud Non-handed .M568063: .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(P1):P1 Paint Opts .P71:Black Mark Line For: Tag TG: Second Floor Private Offices	171.60	686.40
190	4.00 Each	ALLSTEEL SPLA-APR-MTLPNLM568142-\$(P1)P71 Approach Metal Shroud 30D Non-handed .M568142: \$(P1):P1 Paint Opts .P71:Black Mark Line For: Tag TG: Second Floor Private Offices	66.20	264.8
191	3.00 Each	ALLSTEEL SPLA-APR-HAPEDM568065X-\$(L2STD)LLA1-DL-\$(L2STD)LLA1-DLSP-P8X-\$(P1)P71OMT Apr 36D Ht Adj LH Fil 15"W Ped Kit .M568065: .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash SCIUDATE CONTROL	699.80	2,099.4
192	1.00 Each	ALLSTEEL SPLA-APR-HAPEDM568064X-\$(L2STD)LLA1-DL-\$(L2STD)LLA1-DLSP-P8X-\$(P1)P71OMT	699.80	699.8



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		Apr 36D Ht Adj RH Fil 15"W Ped Kit .M568064: .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash DL:Lowell Ash DL:Lowell Ash DP:Square P8X:Solar Black \$(P1):P1 Paint Opts .P71:Black .OMT:omt Core to Ord key Alike Mark Line For: Tag TG: Second Floor Private Offices		
193	4.00 Each	ALLSTEEL SPLA-APR-MTLPNLM568143-\$(P1)P71 Approach Metal Shroud Pedestal Non-handed .M568143: \$(P1):P1 Paint Opts .P71:Black Mark Line For: Tag TG: Second Floor Private Offices	96.40	385.60
194	4.00 Each	ALLSTEEL SPLA-ALT-TLEGBASEM567856-\$(P1)P71XMEM Approved to be A6 MAX Base produced with the .M567856: \$(P1):P1 Paint Opts .P71:Black .X:Standard Glide .MEM:Memory Preset Mark Line For: Tag TG: Second Floor Private Offices	796.00	3,184.00
195	4.00 Each	ALLSTEEL SPLA-APR-WKSRGMDCM568062GL-P-\$(L2STD)LLA1DL840W-X360D Spcl Size 72-1/8-84Wx30-1/8-36D Flat Eg .M568062: .GL:4-1/2" from L S 4-1/2" fr Rear P:Plastic Grommet \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash .DL:Edge- Lowell Ash .840W:84" W X360D:36" Depth Mark Line For: Tag TG: Second Floor Private Offices	305.80	1,223.20
196	3.00 Each	ALLSTEEL GS2MPB18-LX-\$(L2STD)LLA1 GUN Mod Ped Back 18W Lam .X:Standard No FSC \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash Mark Line For: Tag TG: Second Floor Private Offices	160.74	482.22
197	2.00	ALLSTEEL	189.62	379.24



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	Each	GS2MPB36-LX-\$(L2STD)LLA1 GUN Mod Ped Back 36W Lam .X:Standard No FSC \$(L2STD):L2 Standard Lam Opts .LLA1:Lowell Ash Mark Line For: Tag TG: Second Floor Private Offices		
198	1.00 Each	ALLSTEEL GFT1\$(P1)P7A Gallery Foot (1-pack) \$(P1):P1 Paint Opts .P7A:CLR- Textured Flint Mark Line For: Tag TG: Second Floor Workstations Tag GC: FOOT	88.45	88.45
199	2.00 Each	ALLSTEEL APWRMOD2WCSTRM 2 Receptacle 2 USB Worksurface Clamp .STRM:Storm Mark Line For: Tag TG: Second Floor Workstations Tag GC: PDM	126.40	252.80
200	1.00 Each	ALLSTEEL G3060X-\$(L2STD)LLA1DLVLGG 30"H Gallery Panel x 60W .X:Non-FSC Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash .DL:Edge- Lowell Ash .VLG:HorizntlGrain and SolidLamOnly .G:Glides Mark Line For: Tag TG: Second Floor Workstations Tag GC: 30x60	298.70	298.70
201	2.00 Each	ALLSTEEL ISLAUTNPNB8418S2X-\$(L2STD)LLA1DL Stor Isla Top 84Wx18D S2 .X:Non-FSC Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash .DL:Edge- Lowell Ash Mark Line For: Tag TG: Second Floor Workstations Tag GC: 84Wx18D-S2	166.32	332.64
202	1.00 Each	ALLSTEEL LKFE5BLK\$(KEYNUM)SEQ/-2212 Lock Core Kit Black - 5 Cores 2 Keys \$(KEYNUM):Key Number .SEQ/:Key Number Sequence Start 221:Key Number 221 .2:Quantity- 2 Mark Line For: Tag TG: Second Floor Workstations	47.80	47.80
203	1.00 Each	ALLSTEEL GT3060X-\$(L2STD)LLA1DLVLG-\$(P1)P71G 30"H T- Gallery Panel x 60W .X:Non-FSC Wood	353.80	353.80



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		\$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash .DL:Edge- Lowell Ash .VLG:HorizntlGrain and SolidLamOnly \$(P1):Grd 1 Paint Options .P71:Black .G:Glides Mark Line For: Tag TG: Second Floor Workstations Tag GC: T-30x60		
204	1.00 Each	ALLSTEEL GTEMPP Gallery L- and T- Installation Template .P:Black Mark Line For: Tag TG: Second Floor Workstations Tag GC: Second Floor Workstations and Storage	20.01	20.01
205	2.00 Each	ALLSTEEL T624FB Flat Bracket 24D Mark Line For: Tag TG: Second Floor Workstations Tag GC: FB	14.00	28.00
206	2.00 Each	ALLSTEEL U6TTS2060F\$(A)NBLE-13-\$(P1)P02-\$(P1)P02 Further 20.5Hx60W Elevated Table Mtd Screen - Fabric \$(A):GRD A Fab .NBLE:FAB- Noble 13:Dawn \$(P1):P1 Paint Opts .P02:Flint \$(P1):P1 Paint Opts .P02:Flint Mark Line For: Tag TG: Second Floor Workstations Tag GC: ESC 20.5x60-F	349.45	698.90
207	2.00 Each	ALLSTEEL WKCSTN283018-LFX-\$(L2STD)LLA1-DL-\$(L2STD)LLA1-DLSP- P8XOMT Approach Lateral File 28H 30W 18D .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash DL:Lowell Ash DL:Lowell Ash DL:Lowell Ash DL:Lowell Ash SP:Square P8X:Solar Black .OMT:omt Core to Ord key Alike Mark Line For: Tag TG: Second Floor Workstations Tag GC: CR 28x18x30-LF	428.00	856.00
208	1.00 Each	ALLSTEEL WKNT722418LFFX-\$(L2STD)LLA1-DL-\$(L2STD)LLA1-DLSP-P8XOMT Approach Combo 72H 24W 18D LFF No Feet	886.60	886.60



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		.X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash DL:Lowell Ash SP:Square P8X:Solar Black .OMT:omt 2 Cores To Ord key Alike Mark Line For: Tag TG: Second Floor Workstations Tag GC: ST 72x18x24-L		
209	1.00 Each	ALLSTEEL WKNT722418RFFX-\$(L2STD)LLA1-DL-\$(L2STD)LLA1-DLSP-P8XOMT Approach Combo 72H 24W 18D RFF No Feet .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash DL:Lowell Ash DL:Lowell Ash DL:Lowell Ash DR:Sp:Square P8X:Solar Black .OMT:omt 2 Cores To Ord key Alike Mark Line For: Tag TG: Second Floor Workstations Tag GC: ST 72x18x24-R	886.60	886.60
210	6.00 Each	ALLSTEEL WKOH153015-HDLX-\$(L2STD)LLA1-DL-\$(L2STD)LLA1-DLLN Approach Ovrhed 15Hx30Wx15D w/ 2 HD Lam Front .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash DL:Lowell Ash DL:Lowell Ash DL:Lowell Ash This is a control to the contro	328.00	1,968.00
211	2.00 Each	ALLSTEEL WKPSFN281818-BBFX-\$(L2STD)LLA1-DL-\$(L2STD)LLA1-DLSP- P8XOMT Approach Supt Ped 18Wx18D BBF w/Trgh Cut No Back Pnl .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash DL:Lowell Ash	378.60	757.20



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		.SP:Square P8X:Solar Black .OMT:omt Core to Ord key Alike Mark Line For: Tag TG: Second Floor Workstations Tag GC: B/B/F-L		
212	2.00 Each	ALLSTEEL WKPSFN281818-FFX-\$(L2STD)LLA1-DL-\$(L2STD)LLA1-DLSP- P8XOMT Approach Supt Ped 18Wx18D FF w/Trgh Cut No Back Pnl .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash DL:Lowell Ash SP:Square P8X:Solar Black .OMT:omt Core to Ord key Alike Mark Line For: Tag TG: Second Floor Workstations Tag GC: F/F-L	369.20	738.40
213	2.00 Each	ALLSTEEL WKWSCWFD9018X-\$(L2STD)LLA1-DLX Approach Cred Top True 90"W x 18"D .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash .X:No Grommets Mark Line For: Tag TG: Second Floor Workstations Tag GC: 18x90	193.00	386.00
214	2.00 Each	ALLSTEEL A6REC3S2LTF\$(P1)P02XMEM A6 3 Stage 2 Leg Rectangle T Foot \$(P1):P1 Paint Opts .P02:Flint .X:Standard Glide .MEM:Memory Preset Mark Line For: Tag TG: Second Floor Workstations Tag GC: 60-A6	429.60	859.20
215	2.00 Each	ALLSTEEL AF5RS6030D\$(L2STD)LLA1DLG0 60Wx30D Rect Lam FlatEdge WorkSurface w Stiffener \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash .DL:Edge- Lowell Ash .G0:No Grommet Mark Line For: Tag TG: Second Floor Workstations Tag GC: 30x60	173.60	347.20
216	2.00 Each	ALLSTEEL 9120R10824G3-P-\$(L2STD)LLA1DL1020W-X240D	346.80	693.60



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		Spcl Size 96-1/8-108Wx18-1/8-24D Flat Eg .G3:Pr 20" fr Side/4-1/2" fr Rear P:Plastic Grommet \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash .DL:Edge- Lowell Ash .1020W:102"W X240D:24" Depth Mark Line For: Tag TG: Second Floor Workstations Tag GC: 24x102		
217	1.00 Each	ALLSTEEL CDG\$(P1)P02 Gussets (1 Pr) \$(P1):P1 Paint Opts .P02:Flint Mark Line For: Tag TG: Second Floor Workstations Tag GC: CDG	34.20	34.20
218	2.00 Each	ALLSTEEL CEP1129F\$(P1)P02 Freestanding 11DX29-1/2H End Pnl Sup \$(P1):P1 Paint Opts .P02:Flint Mark Line For: Tag TG: Second Floor Workstations Tag GC: FEP	49.00	98.00
219	2.00 Each	ALLSTEEL WKFPFN281224LHX-\$(L2STD)LLA1-DL Approach False Ped 12Wx24D LH .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash Mark Line For: Tag TG: Second Floor Workstations Tag GC: FEP	188.60	377.20
220	2.00 Each	ALLSTEEL WKFPFN281224RHX-\$(L2STD)LLA1-DL Approach False Ped 12Wx24D RH .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash Mark Line For: Tag TG: Second Floor Workstations Tag GC: PLI TASK	188.60	377.20
221	2.00 Each	ALLSTEEL WKFPFN281214LHX-\$(L2STD)LLA1-DL Approach False Ped 12Wx14D LH .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash Mark Line For: Tag TG: Second Floor Workstations Tag GC: FEP	181.60	363.20

363.20



2.00

ALLSTEEL

Proposal

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	2.00 Each	ALLSTEEL WKFPFN281214RHX-\$(L2STD)LLA1-DL Approach False Ped 12Wx14D RH .X:Standard Wood \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash DL:Lowell Ash Mark Line For: Tag TG: Second Floor Workstations Tag GC: PLI TASK	181.60	363.20
223	20.00 Each	ALLSTEEL FWW-MHHNOBLKD2BLKB-\$(1)UR-10 Pli Work Chair Height Adj Arms No FC .BLK:Black .D:Dusk .2:Standard .BLK:Black .B:Black Multi-Surface \$(1):Grade 1 Uph .UR:FAB- Contourett 10:Fab- Black Mark Line For: Tag TG: Task Chairs Tag GC: PLI TASK	429.99	8,599.80
224	1.00 Each	ALLSTEEL MATERIALS SURCHARGE	10,292.11	10,292.11
Group	Quantity	Description	Unit Price	Extended Amount
Article	1.0	Open Market	1,448.63	1,448.63
Line	Quantity	Description	Unit Price	Extended Amount
Line 4	Quantity 6.00 Each	Description TBD - temporary holding vendor ARTICLE 13621 Narro Black Side Table Mark Line For: Tag TG: First Floor Dayroom Tag T3: Sell Price	Unit Price 230.55	
	6.00	TBD - temporary holding vendor ARTICLE 13621 Narro Black Side Table Mark Line For: Tag TG: First Floor Dayroom		Amount
4	6.00 Each	TBD - temporary holding vendor ARTICLE 13621 Narro Black Side Table Mark Line For: Tag TG: First Floor Dayroom Tag T3: Sell Price TBD - temporary holding vendor	230.55	Amount 1,383.30
229	6.00 Each	TBD - temporary holding vendor ARTICLE 13621 Narro Black Side Table Mark Line For: Tag TG: First Floor Dayroom Tag T3: Sell Price TBD - temporary holding vendor ARTICLE FREIGHT	230.55 65.33	Amount 1,383.30 65.33 Extended
229 Group	6.00 Each 1.00 Each Quantity	TBD - temporary holding vendor ARTICLE 13621 Narro Black Side Table Mark Line For: Tag TG: First Floor Dayroom Tag T3: Sell Price TBD - temporary holding vendor ARTICLE FREIGHT Description	230.55 65.33 Unit Price	Amount 1,383.30 65.33 Extended Amount



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		.75 yds per chair x 60 = 45 total yds required Mark Line For: Tag TG: First Floor Training Room		
227	1.00	C F STINSON, INC.	81.25	81.25
	Each	COM FREIGHT		
		To AIS, Hudson, MA 01749		

Group	Quantity	Description	Unit Price	Extended Amount
ESI	1.0	NCPA Contract #07-26	6,691.86	6,691.86

			1,111	.,
Line	Quantity	Description	Unit Price	Extended Amount
15	2.00 Each	ESI ERGONOMIC SOLUTIONS FCHHUB-ESBLK FlexCharge Power Hub for Sena, SenaEX, Edge, and Evolve Monitor Arms BLK:Black Mark Line For: Tag TG: First Floor L Shape Office Tag GC: FCHHUB-ES	124.55	249.10
16	2.00 Each	ESI ERGONOMIC SOLUTIONS SENAEX2-MSBLK SenaEX Series Dual Monitor Arm w/2 Motion Limbs & 2 Slider Plates, Includes Desk Clamp & Grommet Mount BLK:Black Mark Line For: Tag TG: First Floor L Shape Office Tag GC: SENA2	353.44	706.88
64	1.00 Each	ESI ERGONOMIC SOLUTIONS FCHHUB-ESBLK FlexCharge Power Hub for Sena, SenaEX, Edge, and Evolve Monitor Arms BLK:Black Mark Line For: Tag TG: First Floor U Shape Office Tag GC: FCHHUB-ES	124.55	124.55
65	1.00 Each	ESI ERGONOMIC SOLUTIONS SENAEX2-MSBLK SenaEX Series Dual Monitor Arm w/2 Motion Limbs & 2 Slider Plates, Includes Desk Clamp & Grommet Mount BLK:Black Mark Line For: Tag TG: First Floor U Shape Office Tag GC: SENA2	353.44	353.44
82	1.00 Each	ESI ERGONOMIC SOLUTIONS FCHHUB-ESBLK FlexCharge Power Hub for Sena, SenaEX, Edge, and Evolve Monitor Arms BLK:Black Mark Line For: Tag TG: Second Floor Private Offices	124.55	124.55
83	1.00 Each	ESI ERGONOMIC SOLUTIONS SENAEX2-MSBLK SenaEX Series Dual Monitor Arm w/2 Motion Limbs & 2 Slider Plates, Includes Desk Clamp & Grommet Mount BLK:Black Mark Line For: Tag TG: Second Floor Private Offices	353.44	353.44



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122	2.00 Each	ESI ERGONOMIC SOLUTIONS FCHHUB-ESBLK FlexCharge Power Hub for Sena, SenaEX, Edge, and Evolve Monitor Arms BLK:Black Mark Line For: Tag TG: Second Floor Private Offices	124.55	249.10
123	2.00 Each	ESI ERGONOMIC SOLUTIONS SENAEX2-MSBLK SenaEX Series Dual Monitor Arm w/2 Motion Limbs & 2 Slider Plates, Includes Desk Clamp & Grommet Mount BLK:Black Mark Line For: Tag TG: Second Floor Private Offices	353.44	706.88
153	4.00 Each	ESI ERGONOMIC SOLUTIONS FCHHUB-ESBLK FlexCharge Power Hub for Sena, SenaEX, Edge, and Evolve Monitor Arms BLK:Black Mark Line For: Tag TG: Second Floor Private Offices	124.55	498.20
154	4.00 Each	ESI ERGONOMIC SOLUTIONS SENAEX2-MSBLK SenaEX Series Dual Monitor Arm w/2 Motion Limbs & 2 Slider Plates, Includes Desk Clamp & Grommet Mount BLK:Black Mark Line For: Tag TG: Second Floor Private Offices	353.44	1,413.76
184	4.00 Each	ESI ERGONOMIC SOLUTIONS FCHHUB-ESBLK FlexCharge Power Hub for Sena, SenaEX, Edge, and Evolve Monitor Arms BLK:Black Mark Line For: Tag TG: Second Floor Private Offices	124.55	498.20
185	4.00 Each	ESI ERGONOMIC SOLUTIONS SENAEX2-MSBLK SenaEX Series Dual Monitor Arm w/2 Motion Limbs & 2 Slider Plates, Includes Desk Clamp & Grommet Mount BLK:Black Mark Line For: Tag TG: Second Floor Private Offices	353.44	1,413.76

Group	Quantity	Description	Unit Price	Extended Amount
Ikea	1.0	Open Market	872.50	872.50

Line	Quantity	Description	Unit Price	Extended Amount
29	2.00	TBD - temporary holding vendor	436.25	872.50
	Each	KARLBY BUTCHER BLOCK COUNTERTOP		
		74" x 42 ' x 1-1/2" (TO BE CUT TO 42" x 60")		
		Mark Line For: Tag TG: First Floor Lobby		

Group	Quantity	Description	Unit Price	Extended Amount
JSI	1.0	OMNIA Contract #R191806	11,567.52	11,567.52



051 - FF&E DALLAS **5051 PULASKI STREET DALLAS, TX 75247** Phone: (972) 488-4100

		Item 12.	
Order Number	3182		
Date	10/13/2022		
Customer PO No	Town of Prosper Fire Dept		
Customer Name	CASH SALES ACCOUNT		
Salesperson	SUSAN ROSENBLOOM		
Project Number			
Terms	DUE UPON RECEIPT		
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Line	Quantity	Description	Unit Price	Extended Amount
30	8.00 Each	JASPER SEATING COMPANY INC MI858DC-Spradling-Whisper NEO-WHI2141-MCH-NYG Millie Barstool - 20 3/4d x 18 1/4w x 42 1/4h C:Grade C Spradling:Spradling Fabrics Whisper NEO:Whisper NEO WHI2141:Cashew MCH:Mocha NYG:Rubber Cushion Nylon Glides Mark Line For: Tag TG: First Floor Lobby Tag GC: MI858D	626.40	5,011.20
46	1.00 Each	JASPER SEATING COMPANY INC ZVST2622LEC LECTERN MODIFIED TO BE 42"W X 24"D X 48"H LAMINATE: WALNUT HEIGHTS :WALNUT HEIGHTS Mark Line For: Tag TG: First Floor Training Room	2,633.76	2,633.76
106	2.00 Each	JASPER SEATING COMPANY INC BU7521DF-STINSON-RITZ-65195-M-MCH-MTG Bourne Lounge Chair - Single Textile F:Grade F STINSON:Stinson Fabric RITZ:Ritz 65195:Gull M:Maple Wood Species (Standard) MCH:Mocha MTG:Metal Leveling Glides (Standard) Mark Line For: Tag TG: Second Floor Private Offices	980.64	1,961.28
138	2.00 Each	JASPER SEATING COMPANY INC BU7521DF-STINSON-RITZ-65195-M-MCH-MTG Bourne Lounge Chair - Single Textile F:Grade F STINSON:Stinson Fabric RITZ:Ritz 65195:Gull M:Maple Wood Species (Standard) MCH:Mocha MTG:Metal Leveling Glides (Standard) Mark Line For: Tag TG: Second Floor Private Offices	980.64	1,961.28
Group	Quantity	Description	Unit Price	Extended Amount
ModSilver	1.0	Open Market	1,272.81	1,272.81
Line	Quantity	Description	Unit Price	Extended Amount



051 - FF&E DALLAS **5051 PULASKI STREET DALLAS, TX 75247** Phone: (972) 488-4100

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Project Number			
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Group	Quantity	Description	Unit Price	Extended
33	1.00 Each	MODULAR OFFICE DEVELOPMENT SILVER, INC FREIGHT SHIPPING Mark Line For: Tag TG: First Floor Lobby	235.17	235.17
32	2.00 Each	MODULAR OFFICE DEVELOPMENT SILVER, INC CROSSBAR1.5S Crossbar 1.5" Square with Set Screws 42x120" Surface Mark Line For: Tag TG: First Floor Lobby	81.18	162.36
31	3.00 Each	MODULAR OFFICE DEVELOPMENT SILVER, INC 4220INDHBH 41.5" modLine Industrial H2-base, Bar Height - 40.5" Tall, 2" uprights Mark Line For: Tag TG: First Floor Lobby	291.76	875.28

Group	Quantity	Description	Unit Price	Extended Amount
Momentum	1.0	Open Market	8,557.49	8,557.49

Line	Quantity	Description	Unit Price	Extended Amount
76	12.00 Yards	MOMENTUM GROUP 528-91 RUSTIC IN CHOCOLATE Mark Line For: Tag TG: Second Floor Admin Lobby	108.24	1,298.88
109	27.00 Yards	MOMENTUM GROUP 528-81 Rustic in Fleece Mark Line For: Tag TG: Second Floor Private Offices	108.24	2,922.48
140	37.00 Yards	MOMENTUM GROUP 528-81 Rustic in Fleece Mark Line For: Tag TG: Second Floor Private Offices	108.24	4,004.88
228	1.00 Each	MOMENTUM GROUP COM FREIGHT To National/Kimball in Jasper, IN 47546	331.25	331.25

Group	Quantity	Description	Unit Price	Extended Amount
National (Kimball)	1.0	OMNIA Contract #R191811	18,015.30	18,015.30

Line	Quantity	Description	Unit Price	Extended Amount
75	4.00 Each	KIMBALL OFFICE FURNITURE N58L1MUACOM-SPECIAL-EW HOBSEN,LOUNGE,MID UPH BACK,ARMS COM:CUSTOMER'S OWN MATERIAL SPECIAL:RUSTIC 528 - 91 CHOCOLATE	1,709.10	6,836.40



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		EW:CLEAR WALNUT Mark Line For: Tag TG: Second Floor Admin Lobby Tag GC: N58L1MUA		
107	1.00 Each	KIMBALL OFFICE FURNITURE N84L1ACOM-SPECIAL-Momentum Rustic 528-AA-X-S-WAD-STD COLLETTE,1 SEAT,SQUARE LEGS,STRAIGHT ARMS COM:CUSTOMER'S OWN MATERIAL SPECIAL:PRIMARY UPH PATTERN COLOR Momentum Rustic 528:81 Fleece AA:MATCHING THREAD X:NO GROMMET S-WAD:WOOD LEG,ALMOND STD:STANDARD HARD GLIDE Mark Line For: Tag TG: Second Floor Private Offices	1,585.80	1,585.80
108	1.00 Each	KIMBALL OFFICE FURNITURE N84L3ACOM-SPECIAL-Momentum Rustic 528-AA-X-S-WAD-STD COLLETTE,3 SEAT,SQUARE LEGS,STRAIGHT ARMS COM:CUSTOMER'S OWN MATERIAL SPECIAL:PRIMARY UPH PATTERN COLOR Momentum Rustic 528:81 Fleece AA:MATCHING THREAD X:NO GROMMET S-WAD:WOOD LEG,ALMOND STD:STANDARD HARD GLIDE Mark Line For: Tag TG: Second Floor Private Offices	3,197.70	3,197.70
139	2.00 Each	KIMBALL OFFICE FURNITURE N84L3ACOM-SPECIAL-Momentum Rustic 528-AA-X-S-WAD-STD COLLETTE,3 SEAT,SQUARE LEGS,STRAIGHT ARMS COM:CUSTOMER'S OWN MATERIAL SPECIAL:PRIMARY UPH PATTERN COLOR Momentum Rustic 528:81 Fleece AA:MATCHING THREAD X:NO GROMMET S-WAD:WOOD LEG,ALMOND STD:STANDARD HARD GLIDE Mark Line For: Tag TG: Second Floor Private Offices	3,197.70	6,395.40

Group	Quantity	Description	Unit Price	Extended Amount
Sitmatic	1.0	NCPA Contract #07-43	12,564.00	12,564.00

Line	Quantity	Description	Unit Price	Extended Amount
110	1.00 Each	SITMATIC 429EZ ZZ M1 Posh, High Back, EZ-Tilt, EZ-Tilt Control, Knee-Tilt Mark Line For: Tag TG: Second Floor Private Offices	837.60	837.60
141	2.00 Each	SITMATIC 429EZ ZZ M1	837.60	1,675.20



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Customer Name	CASH SALES ACCOUNT		
Salesperson	SUSAN ROSENBLOOM		
Project Number			
Terms	DUE UPON RECEIPT		
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		Posh, High Back, EZ-Tilt,, EZ-Tilt Control, Knee-Tilt Mark Line For: Tag TG: Second Floor Private Offices		
164	12.00 Each	SITMATIC 429EZ ZZ M1 Posh, High Back, EZ-Tilt,, EZ-Tilt Control, Knee-Tilt Rocking w/ Tilt Lock, ** Custom Embroidery Prosper Fire Dept. Logo**, M1 Momentum Canter ONYX Mark Line For: Tag TG: Second Floor Private Offices	837.60	10,051.20
Group	Quantity	Description	Unit Price	Extended Amount
TBD	1.0		594.00	594.00
Line	Quantity	Description	Unit Price	Extended Amount
225	18.00 Each	SURGE PROTECTOR YLPT-43B 8 ft. 6-Outlet Surge Protector with 45 Degree Flat Angle Plug, Black	33.00	594.00
Group	Quantity	Description	Unit Price	Extended Amount
Uline	1.0	Open Market	2,341.62	2,341.62
Line	Quantity	Description	Unit Price	Extended Amount
47	1.00 Each	U-LINE H-3698 Folding Table Dolly - 49 x 32 x 41" Mark Line For: Tag TG: First Floor Training Room	475.61	475.61
48	6.00 Each	U-LINE H-4844 72" DIA. ROUND FOLDING TABLE Mark Line For: Tag TG: First Floor Training Room	298.78	1,792.68
233	1.00 Each	U-LINE FREIGHT	73.33	73.33
Group	Quantity	Description	Unit Price	Extended Amount
Wayfair	1.0	Open Market	857.04	857.04
Line	Quantity	Description	Unit Price	Extended Amount
34	1.00 Each	TBD - temporary holding vendor 9' X 12' RUG Genessys Area Rug in Gray/Gold/Light Blue Mark Line For: Tag TG: First Floor Lobby Tag T3: SELL PRICE	375.00	375.00



051 - FF&E DALLAS **5051 PULASKI STREET DALLAS, TX 75247** Phone: (972) 488-4100

Fax: (972) 488-8815 www.wilsonbauhaus.com

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Order Number	3182	
Date	10/13/2022	
Customer PO No	Town of Prosper Fire Dept	
Customer Name	CASH SALES ACCOUNT	
Salesperson	SUSAN ROSENBLOOM	
Project Number		
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77	1.00 Each	TBD - temporary holding vendor RUG, 10' ROUND RUG Stratton Abstract Area Rug in Light Gray/Beige Mark Line For: Tag TG: Second Floor Admin Lobby Tag T3: SELL PRICE	281.25	281.25
230	1.00 Each	TBD - temporary holding vendor FREIGHT - RUGS	62.50	62.50
232	1.00 Each	TBD - temporary holding vendor COUNTERTOP FREIGHT	138.29	138.29

Group	Quantity	Description	Unit Price	Extended Amount
Woodstock	1.0	Open Market	4,472.60	4,472.60

Line	Quantity	Description	Unit Price	Extended Amount
115	10.00 Each	WOODSTOCK FURNITURE, LLC LT-3BBK-~-~ Jimi Mid Back Swivel Chair BK:Black ~:Standard Caster ~:No Selection Mark Line For: Tag TG: Second Floor Conference Room	409.76	4,097.60
231	1.00 Each	WOODSTOCK FURNITURE, LLC FREIGHT	375.00	375.00

20,720.00 Individual Items

Line	Quantity	Description	Unit Price	Extended Amount
234	20.00 Hours	WILSON BAUHAUS INTERIORS DESIGN HOURS * Mark Line For: Tag TG: x	85.00	1,700.00
235	3.00 Each	WILSON BAUHAUS INSTALLATION TEAM FIELD GROMMETS *In each of the Executive Office Bookcases	70.00	210.00
236	1.00 Each	WILSON BAUHAUS INSTALLATION TEAM QUOTED LABOR Labor to receive, deliver, and install during normal business hours. SCOPE: FIRST FLOOR (1) Lobby (1) Training Room (3) Offices (11) Sleep Room Chairs	18,810.00	18,810.00

ltem	12



051 - FF&E DALLAS **5051 PULASKI STREET DALLAS, TX 75247**

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Salesperson	SUSAN ROSENBLOOM	
Project Number		
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Signaturo:	Namo	Titlo	Dato:	
A FINANCE CH	ARGE OF 1-1/2% PER MONTH WHICH IS AN A	NNUAL PERCENTAGE RATE OF	18% WILL BE CHARGED ON A	CCOUNTS PAST DUE.
PLEASE REVIEW	V THIS QUOTATION AND NOTIFY US PROMPTLY OF	F ANY CORRECTIONS REQUIRED	THANK YOU FOR THE OPPORTU	NITY TO BE OF SERVICE
		Re	equired Deposit 100.0%:	\$323,846.61
			TOTAL ORDER:	\$323,846.61
			Order Sub-Total :	\$323,846.61
	(2) Conference Rooms (2) Workstations (1) Breakroom (11) Offices (2) EOC Rooms (12) Task Chairs			
	SECOND FLOOR (1) Admin Lobby			
	(6) Dayroom Tables (1) breakroom (8) Task Chairs			
	(C) D T			



051 - FF&E DALLAS 5051 PULASKI STREET DALLAS, TX 75247 Phone: (972) 488-4100

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	Item 12.	
Order Number	3182	110111 12.
Date	10/13/2022	
Customer PO No	Town of Prosper Fire Dept	
Customer Name	CASH SALES ACCOUNT	
Salesperson	Salesperson SUSAN ROSENBLOOM	
Project Number	r	
Terms DUE UPON RECEIPT		EIPT
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wilson bauhaus interiors - Terms & Conditions

Company/Buyer/Title:		Quote/PO#/Date:	
Αc	ddress:	Signature:	
Se	ller: wilson bauhaus interiors, LLC ("Seller") 5051 Pulaski St Dallas TX 75247		
1.	ORDERS: Buyer's order will not be processed until Seller has approved and received: Signed Terms & Conditions		
	Signed quote or binding purchase order Approved and signed drawings and specifications, if applicable		
_	Completed and signed credit application and Buyer's good credit rating and standing with Seller		

- 2. PAYMENT: 50% deposit, 40% when shipped, and 10% upon delivery. A 50% deposit is required for all orders, subsequent orders under \$5,000 a deposit is not required unless otherwise noted. Please note that a 4% fee will be charged for 3rd party payments when using credit/debit cards for payment of invoices.
 - If projects are delayed or interrupted due to no fault of Seller or due to factors beyond Seller's control, the product will be billable upon shipment and Buyer remains obligated to pay each invoice when due. Seller can ship/install or provide services from a single purchase order, and invoice Buyer, in stages and Buyer agrees to pay Seller for products and services when invoiced per established credit terms. Unpaid invoices past the due date will accrue interest at 1.5% per month or the maximum amount allowed by law. All fees, including reasonable attorneys fees, incurred in collection of monies due to the Seller will be paid by Buyer. Buyer may reject and withhold payment only for furniture noted on a delivery ticket or punch list as rejected, but in no event may Buyer withhold payment for more than 10% of an invoice.
- 3. CANCELLATIONS: All or part of a furniture order cannot be cancelled without prior written approval by Seller. If Buyer cancels after an order is initiated, Buyer will pay all charges incurred through cancellation date including any applicable restocking fees. These charges vary based on specific manufacturer policies. CANCELLATION OF LABOR + SERVICES: Service and labor must be cancelled a minimum of 24 hours prior to start time/date. Failure to so cancel will subject Buyer to a minimum fee equal to four (4) hours times the number of men scheduled in the crew times the hourly bill rate of each crew member; direct ship reconsignment; double handling fees; storage; and redelivery. Design costs accrued up to time of cancellation are payable by Buyer.
- 4. RETURNS: Manufacturers do not accept the return of furnishings. Merchandise may not be returned or replaced, credit or deduction taken, or refund requested without prior written authorization from Seller and payment by Buyer of restocking, pick-up, uninstall and freight fees. Damaged or defective items will be repaired or replaced at the manufacturer's discretion.
- 5. PRICES: Prices quoted are valid for 30 days. Quotes may not include all applicable taxes. Taxes will be added to invoice.
- 6. TITLE AND RISK OF LOSS: Title and risk of loss pass to Buyer (a) on delivery to Buyer's dock, or (b) if product is shipped directly from manufacturer at FOB manufacturer's factory, or (c) if Buyer is unable to take delivery of product and requests that Seller store product, on earlier of date of storage or initial delivery date. Seller has a security interest in the product until all invoices have been paid in full and Buyer will execute documents to perfect that security interest.
- 7. DELIVERY AND INSTALLATION:
 - a. <u>Business Hours:</u> Normal working hours are from 8:00am 4:00pm, Monday through Friday unless otherwise noted and agreed to, excluding holidays. Overtime labor costs will be added when overtime work is performed at the Buyer's request or if Seller incurs additional labor costs due to unfavorable building conditions.
 - b. Condition of Job Site: The job site will be clean and free of debris prior to delivery and installation. If other trades on the job site delay the installation, the Buyer shall pay any additional fees. It is the Buyer's responsibility to clear the area prior to the start of the installation. Buyer is responsible for moving computers and all related equipment.
 - c. <u>Building Electrical Connections:</u> It is the responsibility of the Buyer to make electrical connections from the building power supply to the furniture and/or panel systems unless otherwise agreed to. Data and telephone cabling is also the responsibility of the Buyer.
 - d. <u>Protection of Delivered Goods:</u> Property damage/replacement insurance costs are the responsibility of the Buyer. Buyer is responsible for all loss or damage by trades such as painting or plastering, electrical or telephone installation, fire or other elements.
 - e. <u>Job Site Services:</u> Electric current, HVAC and elevator services will be furnished without charge to Seller. Adequate facilities for off-loading, staging and handling of merchandise will be provided by the Buyer without charge to Seller. For any services or conditions outside the norm, which incur additional costs, the Buyer will pay the fees.
 - f. Storage: If Buyer is unable to take delivery of product processed through Seller's distribution center, at the agreed upon date, Seller, at Buyer's request, will store the product for the Buyer for a 30 day period at no charge to the Buyer. After 30 days, storage and handling fees will apply and will be paid by Buyer. Delay of direct deliveries to the Buyer's site will incur storage and handling fees and will be paid by the Buyer.
 - g. <u>Scope:</u> Any services requested outside the original scope of work will be considered as a change order and will be subject to billing at the current hourly rate.
- 8. INDUSTRY STANDARDS: All merchandise, including veneers, are subject to reasonable variations in color, pattern, grain and finish according to the trade customs of the industry. These variations, or any subtle changes over time, are not considered defects.
- 9. CLAIMS: Seller will file claims for transportation damage except drop shipments which are the responsibility of Buyer.
- 10. DELAY: Seller is not liable for failure, delay or interruption in performance which is beyond Seller's control including strikes, lockouts, work stoppages, accidents, manufacturers' production schedule and acts of God including weather, war and terrorism.
- 11. LIMITATION OF LIABILITY: Seller is not liable to Buyer for any indirect, incidental, consequential or punitive damages. Seller's maximum liability for breach of these





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Order Number	3182	110111 12.
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Customer PO No	O No Town of Prosper Fire Dept	
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- 12. LOSS: Buyer agrees to hold Seller harmless from all claims, expenses, fees and losses related to its breach of these Terms and Conditions and any related document.
- 13. AGREEMENT: These Terms and Conditions supersede all prior oral and written agreements related hereof. These Terms and Conditions can only be amended in a writing signed by Seller and Buyer's authorized officers. If these Terms and Conditions conflict with the documents in section 1, these Terms and Conditions control. These Terms and Conditions are governed by the laws of the State of _____, without regard to its conflict of laws provisions. Buyer waives application of Article 2 of the Uniform Commercial Code. If any term of these Terms and Conditions is invalid, illegal or unenforceable it will not apply but the remaining terms will continue to apply. Headings are for reference only and are not to be used in interpreting these Terms and Conditions.
- 14. WARRANTY: Product warranty is provided by each manufacturer. Seller disclaims all express or implied warranties.

Name/Signature:	Date:	

PROSPER Prosper is a place where everyone matters.

FIRE DEPARTMENT

To: Mayor and Town Council

From: Stuart Blasingame, Fire Chief

Through: Ron K. Patterson, Interim Town Manager

Re: Emergency Station Alerting

Town Council Meeting - October 25, 2022

Agenda Item:

Consider and act upon approving the purchase of Fire Station Emergency Station Alerting for the new Central Fire Station and Fire Administration Building from US Digital Designs, through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program; and authorizing the Interim Town Manager to execute documents for the same.

Description of Agenda Item:

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operation of government (such as purchasing necessary materials and equipment). Being a part of this program allows the Town to purchase the Station Alerting for the new Central Fire Station while also meeting all competitive bid requirements.

The Town of Prosper and HGAC entered into an Interlocal Agreement, effective January 4, 2001, which allows our local government to purchase certain goods or services through HGAC. The agreement automatically renews each fiscal year, unless cancelled by either party.

Budget Impact:

The total expenditure for the Emergency Station Alerting is \$100,827.01. This equipment was budgeted in the FF&E for the new Central Fire Station and will be funded from account No. 750-6610-10-00-2113-FC.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the Station Alerting proposal as to form and legality.

Attached Documents:

1. Quote

Town Staff Recommendation:

Item 13.

Staff recommends approving the purchase of Fire Station Emergency Station Alerting for the new Central Fire Station and Fire Administration Building from US Digital Designs, through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program; and authorizing the Interim Town Manager to execute documents for the same.

Proposed Motion:

I move to approve the purchase of Fire Station Emergency Station Alerting for the new Central Fire Station and Fire Administration Building from US Digital Designs, through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program; and authorizing the Interim Town Manager to execute documents for the same.

US DIGITAL DESIGNS

Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Quotation to:

Town of Prosper, Texas Prosper Fire Department

Project:

G2 Fire Station Alerting System

One (1) Station System - Central Station

Proposal number:

TX_PROS001

Revision #

4

a.HGACBuy and USDD entered into a Cooperative Purchase Agreement for 9-1-1-Equipment & Emergency Notification Software and Services – Contract #EC07-20 on or about June 18, 2020, (the "Purchase Agreement") which allows H-GAC members to purchase USDD "Products" and "Services" (as defined below), which agreement is made available by its terms for use by End User.

Quote Date:

14-Oct-2022

Quote Expires: 12-Jan-2023

INSTALLATION BY: Installation not assumed or included by USDD

Ву:

James Amos

Project Manager

US Digital Designs, Inc.

1835 E Sixth St #27 Tempe, AZ 85281 602-687-1748direct 480-290-7892 fax

jamos@usdd.com

[This Proposal is subject to corrections due to Errors or Omissions]

US DIGITAL DESIGNS

QUOTE

1835 E. Sixth St. Suite #27 Tempe, Arizona 85281

 877-551-8733 tel
 480-290-7892 fax
 DATE:
 10/14/2022

 Expires:
 1/12/2023

Quote SUBMITTED TO:

Town of Prosper, Texas Prosper Fire Department

REF PROPOSAL
TX PROS001 v4

STATION-LEVEL

CENTRAL STATION

Based from USDD G2 Fire Station Alerting System Design Drawing #USDD.TX_PROS.CENTRAL.FSA.2022.05.11.pdf

STATI	STATION SYSTEM LICENSES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT		
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,030.00	\$ 927.00	\$ 927.00		
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 108.00	\$ 97.20	N/A - Not Included		

STATI	STATION SYSTEM CONTROLLER										
Item	Unit	Mfr	Qty	Description	Part No.		US List Unit	QUOTE UNIT		QUOTE EXT	
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$	21,750.00	\$	19,575.00	\$	19,575.00
SC2	Kit	USDD	1	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$	7,325.00	\$	6,592.50	\$	6,592.50
SC3	Kit	USDD	2	Rack Mount Ears for ATX or EXP	ATX-E	\$	54.00	\$	48.60	\$	97.20
SC4	Kit	USDD	0	G2 Local Alerting Remote (RR2)	LAR-RR2	\$	2,025.00	\$	1,822.50	\$	-
SC5	Ea	TBD	2	ATX UPS, Standard	UPS-STD	\$	923.00	\$	830.70	\$	1,661.40
SC6	Ea	TBD	2	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$	57.00	\$	51.30	\$	102.60

STATI	ON SY	STEM	PER	IPHERAL COMPONENTS				
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP1a	Ea	Atlas	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30
SP1b	Ea	Atlas	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 66.00	\$ 59.40	\$ 59.40
SP2	Ea	USDD	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 652.50	\$ -
SP3a	Ea	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ -
SP3b	Ea	USDD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,377.57	\$ 1,239.81	\$ -
SP3c	Ea	USDD	0	Flat Panel / TV Mount- Universal 23"-46" Tilt	FPM-U	\$ 107.86	\$ 97.07	\$ -
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,275.00	\$ 1,147.50	\$ -
SP5	Ea	USDD	1	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ 99.00
SP6	Ea	USDD	3	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ 297.00
SP7	Ea	USDD	6	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,275.00	\$ 1,147.50	\$ 6,885.00

SP9a	Ea	USDD	5	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ 4,117.50
SP9b	Ea	USDD	11	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 10,395.00
SP9c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -
SP9d	Ea	USDD	0	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 38.00	\$ 34.20	\$ -
SP9e	Ea	USDD	5	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 49.00	\$ 44.10	\$ 220.50
SP9f	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -
SP11	Ea	USDD	5	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 1,291.50
SP12a	Ea	USDD	13	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ 23,692.50
SP12c	Ea	USDD	0	RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 46.00	\$ 41.40	\$ -
SP12d	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knockouts.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -
SP15	Ea	USDD	36	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 10,530.00
SP16	Ea	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ -
SP17a	Ea	USDD	3	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	SPK-OAS	\$ 815.00	\$ 733.50	\$ 2,200.50
SP17b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 13.00	\$ 11.70	\$ -
SP17c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 48.00	\$ 43.20	\$ -
SP17d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 42.00	\$ 37.80	\$ -
SP18a	Ea	Bogn	38	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ 2,907.00
SP18b	Ea	Bogn	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ -
SP19	Ea	Bogn	2	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ 558.00
SP20	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -
SP21	Ea	USDD	2	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ 990.00
SP22	Ea	USDD	0	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	\$ 1,700.00	\$ 1,530.00	\$ -
SP23	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -

STATI	ON SY	STEM	SER	VICES					
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT		QUOTE EXT
SS1	Ea	USDD	0	Station Installation - Installation not assumed or included by USDD	ST-INST	\$ -	\$ -	\$	-
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$	-
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,613.53	\$ 2,352.1	' \$	2,352.17
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,149.95	\$ 1,034.9	\$	1,034.96
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 397.26	\$ 357.5	3 \$	357.53
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 62.72	\$ 56.4	5 \$	56.45
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Statff)	TRA-UT-O	\$ 4,025.00	\$ 3,622.5	\$	-
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours / Train-The-Trainer)	TRA-UT-R	\$ 600.00	\$ 540.0	\$	-
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours / Train-The-Trainer (TBD - only needed if requied to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$	-
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 4 Hours / Train-The-Trainer (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$	-
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$	-

STATI	STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.0	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	RS-1YR-STD	\$ 9,408.69	\$ 8,467.82	8467.821 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 9,408.69	\$ 8,467.82	\$ -	

CENTRAL STATION	System:	\$ 97,888.01
	Shipping:	\$ 2,939.00
	Warranty & Support:	\$ -
	Texas Cost-Recovery Fee:	\$ -
	STATION SUBTOTAL:	\$ 100,827.01

See Section Totals Page for Explanation of the Texas Cost-Recovery Fee

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:

- 01 Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
- 02 Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 USDD can source, qualify, train and certify Local Licensed Regional Subcontrators where needed.
- 04 Installation warranted by installation contractor G2 FSAS warranted, serviced and supported by USDD.
- 05 Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed,included or budgeted for in this proposal.
- 09 USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 USDD cannot warrant nor support any owner-furbished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS

QUOTE

1835 E. Sixth St. Suite #27 Tempe, Arizona 85281

 877-551-8733 tel
 480-290-7892 fax
 DATE:
 10/14/2022

 Expires:
 1/12/2023

Quote SUBMITTED TO:

Town of Prosper, Texas Prosper Fire Department

REF PROPOSAL
TX PROS001 v4

Section Totals

SECTION TOTALS [UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]								
STATION-	LEVEL SUBTOTAL	\$	100,827.01					
Includes:	CENTRAL STATION SYSTEM:	\$	100,827.01					
	CENTRAL STATION WARRANTY & SUPPOR	RT: \$	-					
	CENTRAL STATION MISC.:	\$	-					
with	Notes: Additional Equipment for One (1) Station System; currently included in this proposal, with installation not assumed or included by USDD. Customer to contract directly with Crosspoint Communications.							
US Digita	al Designs System Total	\$	100,827.01					

Installation of the station system will not been assumed nor included by USDD in any proposal - we are just providing the system and configuration/start-up/training services related to it. Once authorized end-user/customer has reviewed and approved current station system design, USDD can coordinate the training and certification for the installation contractor for this project. Again, no monies or resources for the station system installation will be assumed or included by USDD in any proposal, scope of quote - Installation of station system is 'by others'.

This system is not D.O.D. certified and is not on the GSA listing.

(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

The Texas Cost-Recovery Fee is a fee charged by USDD to offset amounts incurred by USDD to calculate, file and pay franchise taxes charged by the State of Texas for doing business within the state. The recovery fee is NOT a tax that is required to be paid by the customer and collected by USDD. More information from the Texas State Comptrollers Office on this here https://star.comptroller.texas.gov/view/201008851

TERMS AND CONDITIONS OF USDD PRODUCT SALES

- These U.S. Digital Designs, Inc. terms and conditions of sale ("Terms and Conditions") are effective March 1, 2022 (the "Terms and Conditions Effective Date"), and supersede all prior versions covering the sale of products and related services (collectively, "Products", as defined more specifically below) by U.S. Digital Designs, Inc. ("USDD"). References to "Customer", "you", or "your" all pertain to the purchaser of Products. These Terms and Conditions, together with any separate agreement you may have with USDD that specifically references these Terms and Conditions (collectively, the "Agreement") set forth the entire agreement between the parties relating to your purchase of USDD Products. The Agreement may only be modified by an authorized representative of each party in a signed writing.
- 1. ORDERS. Orders (including any revised and follow-on orders) (each, an "Order") for USDD Products are non-cancelable, except as expressly set forth herein, and will be governed by the terms of the Agreement. All Orders are subject to acceptance by USDD and shall include the following information: purchase order number; customer's legal name and billing address; Customer's shipping address; and a list of the Products and quantities for each different type of Product Customer wishes to order. USDD's acknowledgment of its receipt of an Order shall not constitute acceptance of such Order. An Order is deemed to be accepted upon the earlier of (i) USDD's written acceptance or (ii) shipment of the Products specified in the Order.
- Any conflicting, additional, and/or different terms or conditions on Customer's Order or any other similar instrument are deemed to be material alterations and are rejected and not binding upon USDD. USDD's acceptance of Customer's Order is expressly conditioned upon Customer's assent to the terms and conditions contained herein in their entirety. Customer's acceptance of delivery from USDD constitutes Customer's acceptance of these terms and conditions in their entirety.
- 4. **2. REMITTANCES**. All invoices shall be due and payable upon receipt in United States currency, free of exchange or any other charges, or as otherwise agreed in writing by USDD.
- 5.
 3. QUOTE PRICING. This proposal expires 30 days after its date. Prices are subject to correction for error. Prices, terms, conditions, and Product or Service specifications are subject to change without notice. Pricing is subject to immediate change upon announcement of Product discontinuance.
- 6. 4. PAYMENT.
- 4.1. Invoicing & Payment. USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due thirty (30) days from the date of the invoice, unless prepayment is required in the quote. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, or the maximum amount allowed by law, and shall also be entitled to avail itself of any other legal or equitable remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys' fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.
 - **4.2. Payment Disputes.** Any disputes must be provided to USDD as soon as possible and must be accompanied by detailed supporting information. Disputes as to invoices are deemed waived fifteen (15) days following the invoice date. In the event that any portion of an invoice is undisputed, such undisputed amount must be paid by no later than the invoice due date.
 - **4.3. No Set Off.** Neither Customer nor any related entities (or representatives or agents thereof) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from USDD, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.

4.4. Credit Card Payments. All USDD quotes are developed for the Customer with the understanding the eventualary purchase of the Products listed thereon willwould be facilitated using subject to USDD's standard Purchase Order and Invoice process. If Ccustomer would rather seek to use a Credit Card for purchase, then said order would be subject to a 4% credit card surcharge.

5. SURCHARGES.

- **5.1.** In addition to any Product repricing under Section 8.2, USDD may, from time-to-time and in its sole discretion, issue surcharges on new and existing Orders in order to mitigate and/or recover increased operating costs arising out of or related to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party content, labor and materials, (c) impact of government tariffs or other actions, and (d) any conditions that increase USDD's costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, "**Surcharges**"). Such Surcharges will not be considered a "price increase" as contemplated hereunder and will be effective upon notice to Customer. For avoidance of doubt, Orders placed prior to the Terms and Conditions Effective Date which have not been delivered, including those on backlog or which requested delivery more than twelve (12) months from the date of Order, are subject to Surcharges.
- **5.2.** USDD will invoice Customer, and Buyer agrees to pay for any Surcharges pursuant to the standard payment terms in these Terms and Conditions. If a dispute arises with respect to Surcharges and that dispute remains open for more than fifteen (15) days, USDD may, in its sole discretion, withhold performance or future shipments, or combine any other rights and remedies under this Agreement or permitted by law, until the dispute is resolved. The terms of this Section shall prevail in the event of inconsistency with any other terms in these Terms and Conditions. Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in these Terms and Conditions.
- 6. CANCELLATION AND SUSPENSION. Any Order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress, all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the Order.
- 7. TAXES. USDD's pricing excludes all taxes (including but not limited to sales, use, excise, value-added, and other similar taxes), tariffs and duties (including, but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "Taxes"). All Taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer, shall be the responsibility of and be invoiced to Customer, unless, at the time of Order placement, Customer furnishes USDD with a valid exemption certificate or other documentation sufficient to verify exemption from Taxes, including, but not limited to, a direct pay permit. Customer agrees to pay all such Taxes and further agrees to reimburse USDD for any such payments made by USDtio

10. 8. SHIPPING/Delivery/RISK OF LOSS.

8.1. Delivery Liability. Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. USDD and its affiliated entities are not liable, either directly or indirectly, for delays of carriers or delays in connection with any Force Majeure Event (as defined in Section 17 below), and the estimated delivery date shall be extended accordingly.

8.2. Future Delivery and Repricing. USDD will schedule delivery in accordance with its standard lead times unless the Order states a later delivery date or the parties otherwise agree in writing. USDD will accept Orders with a future ship date of up to eighteen (18) months from the date of the entry of the Order. Customer agrees that in the event an Order is scheduled to be delivered more than six (6) months from the date of the entry of the Order, USDD may, in its sole determination and at each six (6) month anniversary of

the date of the entry of the Order, adjust the pricing of the Order to conform to the then-current prices of the USDD Products included in the Order. USDD will include any repricing in its final invoice related to the Order.

- **8.3. Storage Fees**.If delivery takes place more than six (6) months from the date of the entry of the Order, Customer agrees to pay USDD a storage fee (the "Storage Fee"), as set forth in the quote, for each month after six (6) months from the date of the entry of the Order Customer has not taken delivery of the Products in the Order. USDD will separately invoice any storage fees owed under this Section at the end of each month for which the storage fees are owed.
- 8.4. Title & Risk of Loss. Unless otherwise specifically detailed in this quote, delivery terms for Products (excluding software and services) are (i) EX Works (EXW Incoterms 2020) USDD's point of shipment ("USDD Dock") for all shipments (except that USDD is responsible for obtaining any export license), and (ii) F.O.B. USDD Dock for all domestic shipments. For shipments from a USDD Dock to a Buyer location within the same country, the import/export provisions of the INCOTERMS do not apply. USDD shall be responsible for obtaining insurance on each shipment to Customer for the full value of the shipment. Shipment shall be to a single point of delivery.

15.

9. LIMITED WARRANTY. CUSTOMER'S EXCLUSIVE REMEDIES AND USDD'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY PRODUCT SOLD IN CONNECTION WITH THIS QUOTE IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF USDD, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS. CREDIT, REPAIR OR REPLACEMENT (AT USDD'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON USDD UNLESS SET FORTH IN WRITING AND SIGNED BY A USDD AUTHORIZED REPRESENTATIVE.



FIRE DEPARTMENT

To: Mayor and Town Council

From: Stuart Blasingame, Fire Chief

Through: Ron K. Patterson, Interim Town Manager

Re: Pickup Truck

Town Council Meeting – October 25, 2022

Agenda Item:

Consider and act upon approving the purchase of a 2023 Ram 1500 Pickup Truck from Enterprise Fleet Management utilizing The Interlocal Purchasing System (TIPS); and authorizing the Interim Town Manager to execute the same.

Description of Agenda Item:

This vehicle was approved in the FY 2022-2023 budget for the Division Chief of Training. This vehicle will be purchased from Enterprise Fleet Management and includes the upfitting by Defender Supply utilizing The Interlocal Purchasing System (TIPS).

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operation of government (such as purchasing necessary materials and equipment).

The Town of Prosper previously entered into an interlocal agreement with TIPS. Participation in the cooperative purchasing program allows our local government to purchase goods and services through the cooperative program, while satisfying all competitive bidding requirements.

Budget Impact:

This item was approved in the FY 2022-2023 budget and will be funded from account 100-6160-30-01. This expenditure was originally approved for \$63,451.00. The current estimate for this purchase has increased but should not exceed \$66,381.50. Government rebates fluctuate greatly and are not guaranteed until the vehicle is ordered. Enterprise has advised that the cost could decrease but will not go over the new estimate. Any overages will be funded from the Fire Departments Operations Budget.

Attached Documents:

- 1. Quote Enterprise Fleet Management including Defender Supply Upfit
- 2. Quote Defender Supply Upfit Item List

Town Staff Recommendation:

Town staff recommends approving the purchase of a 2023 Ram 1500 Pickup Truck from Enterprise Fleet Management utilizing The Interlocal Purchasing System (TIPS); and authorizing the Interim Town Manager to execute the same.

Proposed Motion:

I move to approve the purchase of a 2023 Ram 1500 Pickup Truck from Enterprise Fleet Management utilizing The Interlocal Purchasing System (TIPS); and authorizing the Interim Town Manager to execute the same.

Page 2 of 2



Open-End (Equity) Lease Rate Quote

Quote No: 6803345

Prepared For: Town of Prosper - Fire Department

Blasingame, Stuart

Date 10/18/202 **AE/AM** J5B/HH0

Unit#

Year 2023 Make RAM Model 1500 Classic Series SSV 4x4 Crew Cab 5.6 ft. box 140 in. WB

Vehicle Order Type Ordered Term 60 State TX Customer# 588992

71					
\$ 65,874.00		Capitalized Price of Vehicle ¹			gments contained in the signed quote
\$ 0.00		License and Certain Other Charges 6.2500% State TX	аррі	ly to all venicles that are	ordered under this signed quote.
\$ 158.50		Initial License Fee	Orde	er Information	
\$ 0.00		Registration Fee		Driver Name	
\$ 350.00		Other:Courtesy Delivery Fee	E	xterior Color (0 P) Flame	Red Clearcoat
\$ 66,381.50	*	Capitalized Price Reduction	1	nterior Color (0 I) Diesel	Gray/Black w/Cloth Front/Vinyl R
\$ 0.00	*	Tax on Capitalized Price Reduction	- 1	c. Plate Type Exempt	
\$ 0.00		Gain Applied From Prior Unit		GVWR 0	
\$ 0.00	*	Tax on Gain On Prior	Ь		
\$ 0.00	*	Security Deposit			
\$ 0.00	*	Tax on Incentive (Taxable Incentive Total : \$0.00)			
\$ 1.00		Total Capitalized Amount (Delivered Price)			
\$ 0.01		Depreciation Reserve @ 1.0000%			
\$ 71.38		Monthly Lease Charge (Based on Interest Rate - Subject	t to a F	loor) ²	
\$ 71.39		Total Monthly Rental Excluding Additional Services			
		Additional Fleet Management			
		Master Policy Enrollment Fees			
\$ 0.00		Commercial Automobile Liability Enrollment			
		Liability Limit \$0.00			
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	0/0
\$ 0.00		Full Maintenance Program ³ Contract Miles <u>37,500</u>		OverMileage Charge	<u>\$ 0.0550</u> Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) $\underline{0}$		# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 0.00		Additional Services SubTotal			
\$ 0.00		Use Tax <u>0.0000%</u>	State		
\$ 71.39		Total Monthly Rental Including Additional Services			
\$ 0.40		Reduced Book Value at 60 Months			
	_				

Quote based on estimated annual mileage of 7,500

\$ 395.00

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes **PLEASE REFERENCE ENTERPRISE"S TIPS CONTRACT NUMBER: 190402**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Town of Prosper - Fire Department

BY TITLE DATE

Service Charge Due at Lease Termination

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^{*} INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.

²Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc., provided that such maintenance fees are being billed by Enterprise FM Trust, and are of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Open-End (Equity) Lease Rate Quote

Quote No: 6803345

Item 14.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Lighting - Lighting - Defender Quote # 34839 - FD Upfit	С	\$ 22,500.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 22,500.00
Aftermarket Equipment Total		\$ 22,500.00



Open-End (Equity) Lease Rate Quote

Quote No: 6803345

Item 14.

VEHICLE INFORMATION:

2023 RAM 1500 Classic SSV 4x4 Crew Cab 5.6 ft. box 140 in. WB - US

Series ID: DS6T98

Pricing Summary:

 INVOICE
 MSRP

 Base Vehicle
 \$45,364
 \$47,450.00

 Total Options
 \$1,155.00
 \$1,255.00

 Destination Charge
 \$1,795.00
 \$1,795.00

 Total Price
 \$48,314.00
 \$50,500.00

SELECTED COLOR:

Exterior: PR4-(0 P) Flame Red Clearcoat

Interior: X8-(0 I) Diesel Gray/Black w/Cloth Front/Vinyl Rear Seats or Cloth Front Bench/Vinyl Rear Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
27D	Quick Order Package 27D	NC	NC
AED	Chrome Appearance Group	\$640.00	\$695.00
AJB	Remote Start & Security Alarm Group	\$364.00	\$395.00
APA	Monotone Paint	STD	STD
C1G	Rotary Shifter-Black	Included	Included
CKE	Carpet Floor Covering	\$115.00	\$125.00
D5	Cloth Front/Vinyl Rear Seats	STD	STD
DFD	Transmission: 8-Speed Automatic (8HP70)	STD	STD
DMC	3.21 Rear Axle Ratio	STD	STD
EZH	Engine: 5.7L V8 HEMI MDS VVT	STD	STD
LM1	Low Beam Daytime Running Headlamps	\$36.00	\$40.00
LSA	Security Alarm	Included	Included
MBF	Bright Rear Bumper	Included	Included
MCT	Bright Front Bumper	Included	Included
MDA	Front License Plate Bracket	NC	NC
MFD	Bright Grille	Included	Included
NAS	50-State Emissions	NC	NC
PR4_01	(0 P) Flame Red Clearcoat	NC	NC
TTM	Tires: P265/70R17 BSW AS	STD	STD
UAA	Radio: Uconnect 3 w/5" Display	STD	STD
WFE	Wheels: 17" x 7" Aluminum	Included	Included
WMJ	Center Hub	Included	Included
X8_01	(0 I) Diesel Gray/Black w/Cloth Front/Vinyl Rear Seats or Cloth Front Bench/Vinyl Rear Seats	NC	NC
XBM	Remote Start System	Included	Included
XXU	Electronic Shift	STD	STD
Z6N	GVWR: 6,900 lbs	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4

Rear Cargo Door Type: tailgate

Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors

Door Handles: black

Front And Rear Bumpers: chrome front and rear bumpers with black rub strip

Rear Step Bumper: rear step bumper

Front License Plate Bracket: front license plate bracket

Bed Liner: bed liner Box Style: regular

Body Material: galvanized steel/aluminum body material

: class IV trailering with harness, hitch

Grille: chrome grille Convenience Features:

Air Conditioning manual air conditioning

Air Filter: air filter

Console Ducts: console ducts

Cruise Control: cruise control with steering wheel controls

Power Windows: power windows with driver and passenger 1-touch down

Remote Keyless Entry: keyfob (all doors) remote keyless entry

Illuminated Entry: illuminated entry

Integrated Key Remote: integrated key/remote

Valet Key: valet function

Trunk FOB Controls: keyfob trunk/hatch/door release Remote Engine Start: remote engine start - keyfob Steering Wheel: steering wheel with manual tilting Day-Night Rearview Mirror: day-night rearview mirror

Front Cupholder: front and rear cupholders

Glove Box: glove box

Driver Door Bin: driver and passenger door bins

Rear Door Bins: rear door bins

Dashboard Storage: dashboard storage

Interior Concealed Storage: interior concealed storage

IP Storage: bin instrument-panel storage

Rear Underseat Storage Tray: rear underseat storage tray Retained Accessory Power: retained accessory power Power Accessory Outlet: 1 12V DC power outlet AC Power Outlet: 1 120V AC power outlet

Entertainment Features:

radio AM/FM/Satellite-prep with seek-scan Radio Data System: radio data system Voice Activated Radio: voice activated radio

Speakers: 6 speakers

1st Row LCD: 1 1st row LCD monitor

Wireless Connectivity: wireless phone connectivity

Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off aero-composite halogen headlamps

Cab Clearance Lights: cargo bed light Front Wipers: variable intermittent wipers Tinted Windows: deep-tinted windows Dome Light: dome light with fade

Variable IP Lighting: variable instrument panel lighting

Display Type: analog appearance

Tachometer: tachometer Voltometer: voltmeter Item 14.

Compass: compass

Exterior Temp: outside-temperature display

Low Tire Pressure Warning: tire specific low-tire-pressure warning

Trip Odometer: trip odometer

Oil Pressure Gauge: oil pressure gauge Water Temp Gauge: water temp. gauge Oil Temp Gauge: oil temperature gauge

Transmission Oil Temp Gauge: transmission oil temp. gauge

Engine Hour Meter: engine hour meter

Clock: in-radio display clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Water Temp Warning: water-temp. warning
Lights On Warning: lights-on warning

Key in Ignition Warning: key-in-ignition warning

Low Fuel Warning: low-fuel warning

Low Washer Fluid Warning: low-washer-fluid warning

Door Ajar Warning: door-ajar warning Brake Fluid Warning: brake-fluid warning

Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Assistance: brake assist Brake Type: four-wheel disc brakes

Vented Disc Brakes: front ventilated disc brakes Daytime Running Lights: daytime running lights

Spare Tire Type: full-size spare tire

Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: curtain 1st and 2nd row overhead airbag Occupancy Sensor: front passenger airbag occupancy sensor Height Adjustable Seatbelts: height adjustable front seatbelts

Seatbelt Pretensioners: front seatbelt pre-tensioners 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt

Side Impact Bars: side-impact bars

Perimeter Under Vehicle Lights: remote activated perimeter/approach lights

Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks

Rear Child Safety Locks: rear child safety locks Ignition Disable: Sentry Key immobilizer Security System: security system

Panic Alarm: panic alarm

Electronic Stability: electronic stability

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5 Front Bucket Seats: front bucket seats

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments Reclining Driver Seat: power reclining driver and manual reclining passenger seats

Driver Lumbar: power 2-way driver and passenger lumbar support

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment Driver Cushion Tilt: power driver and passenger cushion tilt

Rear Seat Type: rear full bench seat

Rear Folding Position: rear seat fold-up cushion Rear Seat Armrest: rear seat centre armrest

Item 14.

Leather Upholstery: cloth front seat upholstery
Rear Seat Material: vinyl rear seat upholstery

Headliner Material: full cloth headliner Floor Covering: full carpet floor covering

Deluxe Sound Insulation: deluxe sound insulation

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome/metal-look interior accents Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 395-hp, 5.7-liter V-8 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

Item 14.

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Date	10/17/2022	Item 14.
Estimate #	34839	- Company of the Comp
Fatimata	George Severe	DIFFERENCE
Estimate Bv	george@defendersupply.c	PPVI9
Бу	903-771-0845	

	Bill To
Prosper Fire Department 1500 E. First Street Prosper, TX 75078	

Customer Contact	Stuart Blasingame
Customer Phone	972-347-2424
Customer E-mail	Corporate_Group_payables@efl

2023 RAM 1500 Classic Thank you for you're continued business!				
Description	Location	Qty	Price	Total
All Parts are for a 2023 RAM 1500 Classic SSV Supplied by Enterprise - Vin #				
Enterprise PO #				
Prosper TX FD - WO #				
Defender Supply RAM Light Bar Package 1 - Whelen 54' Legacy WeCanX DUO Lightbar with Integrated Traffic Advisor and Full Across Take Down/Alley Lighting, Cruise, Photo Cell Low Power (R/W, B/W Font And Side, R/A, B/A Rear) with Strap Kit, 100 Watt Speaker and Bracket, Core Controller, Sync Module, Expansion Module, OBDII Canport Harness and Main Harness. Includes Installation.		1	4,735.27	4,735.27
Federal Signal LED Opticom Emitter, Infrared System – Smaller Low-Profile LED Emitter – Designed for External Use		1	1,550.00	1,550.00
Note: Attaches under the Valor, Integrity, or Legend Lightbars with its included bracket. With the 350701-03 bracket, it allows you to attach the Opticom (without the included Lightbar bracket) to the headliner. For under Whelen Light Bar Mounts use the SS-OPTI-LB-795/794 bracket.				
Southern Star bracketry for mounting 795 Opticoms (w/ exterior rated housing) and 794 Opticoms to Whelen light bars		1	91.67	91.67
Defender Supply RAM Console Package - Contoured Police Console With Dual Cup Holder, Arm Rest, 2 Magnetic Mic Clips, Base Plate, USB / MP3; 12V Plug Relocation Kit. Includes Installation.		1	1,087.40	1,087.40
Defender Supply RAM Lighting Package -Includes 4 Tri Color Super LED Light Heads (R/B/W), Mounted in Grill. Progressing Flash Patterns with Slide Switch, Take Down and Cruise Functions Available (Core/Carbide Only). Includes Installation.		1	1,127.25	1,127.25
Defender Supply Mirror Lighting Package 1 - Includes Two Tri-Color Super LED Light Heads Mounted Under Mirror (R/B/W) with 180° Light Spread and integrated Alley Function. Includes Installation.		1	974.85	974.85

Vehicle & Emergency Equipment Total

Signature

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Date	10/17/2022	Item 14.
Estimate #	34839	A STATE OF THE STA
Fatimata	George Severe	DEFENDANCE
Estimate Bv	george@defendersupply.c	PPV ⁰
Бу	903-771-0845	

	Bill To
Prosper Fire Department 1500 E. First Street Prosper, TX 75078	

Customer Contact	Stuart Blasingame
Customer Phone	972-347-2424
Customer E-mail	Corporate_Group_payables@efl

2023 RAM 1500 Classic Thank you for you're continued business!				
Description	Location	Qty	Price	Total
Defender Supply Rear Side Window RAM Lighting Package - Includes 2 Tri Color Super LED Light Heads (R/B/W), Mounted in Rear Side Glass on Rear Passenger Doors with Brackets. Progressing Flash Patterns with Slide Switch, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation.		1	508.00	508.00
Defender Supply RAM Traffic Advisor Package 2 - Includes 1 Eight Head Traffic Advisor with Two End Flashing LEDs (Red/Amber/Blue) Mounted Behind Rear Glass. Includes Bracket Fabrication and Installation.				789.88
Defender Supply Tailgate Lighting Package -Includes 2, Dual Color Super LED Light Heads (R/B), Mounted Horizontally on the Tailgate on Each Side. Includes Installation.		1	459.90	459.90
Defender Supply Universal Tail Light Flasher - Tail Light Flasher Module, Hardwired. Includes Installation.		1	226.21	226.21
Defender Supply Tail Light Hide-Away Lighting Package -Includes 2, Dual Color Super LED Light Heads (1x R/W, 1x B/W) Inserted in the Reverse Section of the Tail Lights. Cruise, Low Power and White in Reverse Function Available (Configuration 2 Core/Carbide Only). Includes Installation.		1	376.25	376.25
Defender Supply Dual Tone Siren Package for Core. Includes Amp, 100 Watt Speaker, Bracket. Includes Installation.		1	721.85	721.85
Defender Supply Low Frequency Siren Package for Core. Includes Amp, 2 Subwoofer Speakers, Brackets. Includes Installation.		1	1,053.81	1,053.81
Make & Model of Customer Supplied Fire Radio - (2) Two Motorola APX6500's Does the Customer Supplied Fire Radio need to be "Hot", Powered all the time or on Ignition - On Ignition Is Customer Supplied Fire Radio a One or Two Piece Unit - Both are Two Piece Radios			0.00	0.00
What is the Frequency of Customer Supplied Fire Radio - 800MHz & VHF Defender Supply Two-Way (800) Radio Antenna and Coaxial Cable. Includes Installation.		2	182.00	364.00

Vehicle & Emergency Equipment Total

Signature

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Date	10/17/2022	Item 14.
Estimate #	34839	A STATE OF THE STA
Fatimata	George Severe	DEFENDANCE
Estimate Bv	george@defendersupply.c	PPV ⁰
Бу	903-771-0845	

	Bill To	
Prosper Fire Department 1500 E. First Street Prosper, TX 75078		

Customer Contact	Stuart Blasingame		
Customer Phone	972-347-2424		
Customer E-mail	Corporate_Group_payables@efl		

2023 RAM 1500 Classic Thank you for you're continued business!				
Description	Location	Qty	Price	Total
Docking Station for Dell's Latitude 12 Rugged Tablet with Power Supply		1	550.00	550.00
Defender Supply Computer Mount; Console. Includes Installation.		1	429.35	429.35
Defender Supply Rear Seat Dome Light - Includes 2, 3" Round Red/White Dome Lights Mounted Over Rear Driver and Passenger Side Seat with Switches on the C-pillar for the Coresponding Side. Includes Installation.		1	281.40	281.40
WatchGuard IV-4RE-SH-ZS-10 4RE Standard DVR Camera System HD Zero Sightline Front Camera Touch Screen Display Integrated 200GB automotive grade hard drive 32GB USB removable thumb drive Rear facing cabin camera Internal GPS 1 Yr Hardware Warranty Cabling and your choice of mounting bracket. 4RE Firmware Record-After-the-Fact® (RATF) technology Multiple Resolution Encoding H.264 High Profile Video Compression WatchGuard Hi-Fi Microphone Kit (Bundled with 4RE) Mutable v.2, Universal and All-in-One Mounting Brackets		1	4,720.46 0.00	0.00
Hi-Fi Microphone Kit (Bundled with 4RE) Mutable v.2 Transmitter, Cradle, Belt clip, Pivot clip, 3' + 12' antenna Cable Assembly, DVR to Hi-Fi MIC, 180" Universal and All-in-One Mounting Brackets WatchGuard Video Equipment, 4RE Console Faceplate, 2 inch WatchGuard Evidence Library Express Viewer, ELX3.5 # WG-WGS00175-300 WatchGuard SW Instldisc Evidlib Express # WG-WGS00175-001-R3.5 WatchGuard Shipping Charge for Above Video Equipment Installation of Above WatchGuard System		1 1 1 1 5.5	0.00 0.00 0.00 25.00 125.00	0.00 0.00 0.00 25.00 687.50
No Bed Cover				

Vehicle & Emergency Equipment Total

Signature



Date	10/17/2022	Item 14.
Estimate #	34839	A STATE OF THE STA
Fatimata	George Severe	DEFENDANCE
Estimate Bv	george@defendersupply.c	PPV ⁰
Бу	903-771-0845	

Bill To
Prosper Fire Department 1500 E. First Street Prosper, TX 75078

Customer Contact	Stuart Blasingame
Customer Phone	972-347-2424
Customer E-mail	Corporate_Group_payables@efl

2023 RAM 1500 Classic Thank you for you're continued business!				
Description	Location	Qty	Price	Total
No Graphics				
Window Tint - For Two Front Windows		1	79.95	79.95
Vehicle Dealer Prep		1	130.00	130.00
Wash and Prepare Vehicle for Delivery to Customer		1	100.00	100.00
Misc. Shop Supplies		1	30.00	30.00
Shipping of Above Emergency Parts for Upfit		1	150.00	150.00
Installation of Customer Supplied Equipment		8	125.00	1,000.00
2X Fire Radio - Motorola APX6500's 2x Fire Radio Speaker's 2x Fire Radio Wiring Harness' FlashLights Knox Box CradlePoint CradlePoint Roof Antennas Portable Radio Chargers Customer to Pick Up Vehicle(s)				

Vehicle & Emergency Equipment Total

Signature

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Date	10/17/2022	Item 14.
Estimate #	34839	au rolling and a state of the s
Fatimata	George Severe	
Estimate By	george@defendersupply.c	PPV9
Бу	903-771-0845	

	Bill To	
Prosper Fire Department 1500 E. First Street Prosper, TX 75078		

Customer Contact	Stuart Blasingame
Customer Phone	972-347-2424
Customer E-mail	Corporate_Group_payables@efl

2023 RAM 1500 Classic Thank you for you're continued business!				
Description	Location	Qty	Price	Total
sblasingame@prospertx.gov				
Prosper TX FD - Work Order # - Requesting Customer Supplied Parts				
Hi Sir, I am being asked by the service department to have your customer supplied equipment shipped to us. Please mark the box(s) with "WO # " so we can get your equipment checked in correctly. I show you are supplying the following equipment: 2X Fire Radio - Motorola APX6500's 2x Fire Radio Speaker's 2x Fire Radio Wiring Harness' FlashLights Knox Box CradlePoint CradlePoint Roof Antennas Portable Radio Chargers Please ship to: Defender Supply Parts Department – WO # 845 FM 407 West Argyle, Texas 76226 Office (903) 771-0845				
Thanks, George				

Vehicle & Emergency Equipment Total	\$22,250.00
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Signature	

PROWNOFR

Prosper is a place where everyone matters.

FIRE DEPARTMENT

To: Mayor and Town Council

From: Stuart Blasingame, Fire Chief

Through: Ron K. Patterson, Interim Town Manager

Re: Bunker Gear

Town Council Meeting – October 25, 2022

Agenda Item:

Consider and act upon approving the purchase of Bunker Gear and Wildland Gear from NAFECO INC., utilizing the Texas Local Government Purchasing Cooperative; and authorizing the Interim Town Manager to execute documents for the same.

Description of Agenda Item:

This purchase of gear will provide protective gear for 17 new firefighters and 10 replacement sets of gear scheduled to be retired from service in compliance with NFPA 1851.

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operation of government (such as purchasing necessary materials and equipment).

The Town of Prosper entered into an Interlocal Participation Agreement in June 2005, providing the Town's participation in the Texas Local Government Purchasing Cooperative. Participation in the cooperative purchasing program allows our local government to purchase goods and services from the cooperative's online purchasing system, BuyBoard, while satisfying all competitive bidding requirements.

Budget Impact:

This cost for new and replacement gear is \$116,694.27. This expenditure was approved in the FY 2022-2023 budget and will be funded from Account No. 100-5630-30-01.

Attached Documents:

1. Quote

Town Staff Recommendation:

Town staff recommends approving the purchase of Bunker Gear and Wildland Gear from NAFECO INC., utilizing the Texas Local Government Purchasing Cooperative; and authorizing the Interim Town Manager to execute documents for the same.

Proposed Motion:

Item 15.

I move to approve the purchase of Bunker Gear and Wildland Gear from NAFECO INC., utilizing the Texas Local Government Purchasing Cooperative; and authorizing the Interim Town Manager to execute documents for the same.





Bill To:

Prosper Fire Department 1500 E First Street Prosper, TX 75078 (972)347-2424

Shipping Address:

Prosper Fire Department 1500 E First Street Prosper, TX 75078 (972)347-2424 Date: 10/12/2022 Customer ID: PRO074 BuyBoard Contract# 603-20

PSGQ	Sales Rep#	Ordered By	PSGQ	Sales Quote
PSGQ15423-G	D Stewart 82	Scott Diliberto 214-799-6610	PSGQ10624-O	Good for 60 Days

Line	Item	Qty.	Description	Unit Price	Total
1	CVFM/F	27	Lion / V-Force Coat / with Nomex outer shell / Natural	\$1,937.50	\$52,312.50
2	PVFM/F	27	Lion / V-Force Pant / with Nomex outer shell / Natural	\$1,335.63	\$36,062.01
3	CXTM71	27	LION VersaPro PLUS Coat, 32", Tan, Lime/Yellow Trim	\$531.70	\$14,355.90
4	PXTM71	27	LION VersaPro PLUS Pant Tan, Lime/Yellow Trim	\$517.18	\$13,963.86
5					

 Subtotal
 \$116,694.27

 Shipping
 \$0.00

 Misc.
 Total
 \$116,694.27



Police Department

To: Mayor and Town Council

From: Barrett Morris, Lieutenant

Through: Ron K. Patterson, Interim Town Manager

Doug Kowalski, Police Chief

Scott Brewer, Assistant Chief of Police

Re: Replacement Taser Devices

Town Council Meeting – October 25, 2022

Agenda Item:

Consider and act upon the purchase of twenty-one (21) TASER 7 devices from Axon Enterprise, through the Texas Local Government Purchasing Cooperative.

Description of Agenda Item:

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operation of government (such as purchasing necessary materials and equipment).

In June 2005, the Town of Prosper entered into an Interlocal Participation Agreement, which authorized the Town's participation in the Texas Local Government Purchasing Cooperation BuyBoard program for the purchasing of goods and services through the cooperative's online purchasing system. Being a part of this program allows the Town to purchase the TASER 7 devices from Axon Enterprise, Inc. while also meeting all competitive bid requirements.

The proposed five-year agreement will replace aging devices and includes an annual allotment of training cartridges, docking station, batteries, holsters, five-year warranty, and unlimited duty cartridges.

Budget Impact:

This item was approved as part of the FY 2022-2023 budget for the replacement of 21 tasers. The total cost for the replacement is \$72,576.18, which will be paid over five (5) years with an annual payment of \$14,515.50 from the Police Department's Safety Equipment account 100-5630-20-01.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the agreement as to form and legality.

Attached Documents:

- 1. Quote
- 2. Agreement

Town Staff Recommendation:

Town staff recommends approval of the purchase of twenty-one (21) TASER 7 devices from Axon Enterprise, through the Texas Local Government Purchasing Cooperative.

Proposed Motion:

I move to approve the purchase of twenty-one (21) TASER 7 devices from Axon Enterprise, through the Texas Local Government Purchasing Cooperative.

Page 2 of 2



Axon Enterprise, Inc. 17800 N 85th St. Scottsdale, Arizona 85255 United States VAT: 86-0741227

Domestic: (800) 978-2737 International: +1.800.978.2737 Q-370322-44833.888AS

Issued 09/29/2022

Quote Expiration: 10/15/2022

Estimated Contract Start Date 11/01/2022

Account Number: 129367
Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery-801 Safety Way 801 Safety Way Prosper, TX 75078-9948 USA	Prosper Police Dept TX PO Box 307 Prosper, TX 75078-0307 USA Email: jsellman@prospertx.gov

SALES REPRESENTATIVE	PRIMARY CONTACT
Adam Smith	Jacob Sellman
Phone: 602-751-1798	Phone: (972) 569-1029
Email: asmith@taser.com	Email: jacob_sellman@prospertx.gov
Fax: (480) 463-2201	Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$72,576.18
ESTIMATED TOTAL W/ TAX	\$72,576.18

Discount Summary

Average Savings Per Year	\$3,712.07
TOTAL SAVINGS	\$18,560.34

Payment Summary

Date	Subtotal	Tax	Total
Oct 2022	\$14,515.50	\$0.00	\$14,515.50
Oct 2023	\$14,515.17	\$0.00	\$14,515.17
Oct 2024	\$14,515.17	\$0.00	\$14,515.17
Oct 2025	\$14,515.17	\$0.00	\$14,515.17
Oct 2026	\$14,515.17	\$0.00	\$14,515.17
Total	\$72,576.18	\$0.00	\$72,576.18

Quote List Price: Quote Subtotal: \$91,136.52 \$72,576.18

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

tem	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
2021 Taser 7	Certification Bundle							
0161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER		1 1	\$84.24	\$69.88	\$69.88	\$0.00	\$69.88
0160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		20	\$84.24	\$69.88	\$1,397.60	\$0.00	\$1,397.60
248	TASER 7 EVIDENCE.COM LICENSE	60m	21	\$300.00	\$104.86	\$2,202.06	\$0.00	\$2,202.06
2175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		63	\$38.95	\$32 31	\$2,035.53	\$0.00	\$2,035.53
2176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS		63	\$38.95	\$32 31	\$2,035.53	\$0.00	\$2,035.53
8000	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		21	\$1,810.00	\$1,501 44	\$31,530.24	\$0.00	\$31,530.24
2179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		21	\$50.23	\$41 67	\$875.07	\$0.00	\$875.07
2181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS		21	\$50.23	\$41.67	\$875.07	\$0.00	\$875.07
)248	TASER 7 EVIDENCE.COM LICENSE	60m	1	\$300.00	\$248 86	\$248.86	\$0.00	\$248.86
0087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	\$157.95	\$131.02	\$131.02	\$0.00	\$131.02
0090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER		1	\$78.98	\$65.52	\$65.52	\$0.00	\$65.52
2175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		42	\$38.95	\$32.31	\$1,357.02	\$0.00	\$1,357.02
175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		42	\$38.95	\$32.31	\$1,357.02	\$0.00	\$1,357.02
2175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		42	\$38.95	\$32.31	\$1,357.02	\$0.00	\$1,357.02
2175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		42	\$38.95	\$32.31	\$1,357.02	\$0.00	\$1,357.02
175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		42	\$38.95	\$32.31	\$1,357.02	\$0.00	\$1,357.02
2176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS		42	\$38.95	\$32.31	\$1,357.02	\$0.00	\$1,357.02
2176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS		42	\$38.95	\$32.31	\$1,357.02	\$0.00	\$1,357.02
2176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS		42	\$38.95	\$32.31	\$1,357.02	\$0.00	\$1,357.02
2176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS		42	\$38.95	\$32.31	\$1,357.02	\$0.00	\$1,357.02
2176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS		42	\$38.95	\$32.31	\$1,357.02	\$0.00	\$1,357.02
0018	TASER 7 BATTERY PACK, TACTICAL		25	\$90.56	\$75.12	\$1,878.00	\$0.00	\$1,878.00
2177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		42	\$38.95	\$32.31	\$1,357.02	\$0.00	\$1,357.02
2177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		42	\$38.95	\$32.31	\$1,357.02	\$0.00	\$1,357.02
2178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		42	\$38.95	\$32.31	\$1,357.02	\$0.00	\$1,357.02
2178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		42	\$38.95	\$32,31	\$1,357.02	\$0.00	\$1,357.02

Item 16.

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	60m	21	\$150.00	\$124.43	\$2,613.03	\$0.00	\$2,613.03
74200	TASER 7 6-BAY DOCK AND CORE		1	\$1,500.00	\$1,244.29	\$1,244.29	\$0.00	\$1,244.29
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	\$43.90	\$36.42	\$36.42	\$0.00	\$36.42
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		1	\$10.45	\$8.66	\$8.66	\$0.00	\$8.66
80395	EXT WARRANTY, TASER 7 HANDLE	49m	21	\$322.42	\$267.46	\$5,616,66	\$0.00	\$5,616.66
80374	EXT WARRANTY, TASER 7 BATTERY PACK	49m	25	\$21.56	\$17.88	\$447.00	\$0.00	\$447.00
80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	49m	1	\$322.42	\$267.46	\$267.46	\$0.00	\$267.46
Total						\$72,576.18	\$0.00	\$72,576.18

Delivery Schedule

Hard	lware
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Bundle	Item	Description	QTY	Estimated Delivery Date
2021 Taser 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	21	10/01/2022
2021 Taser 7 Certification Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	25	10/01/2022
2021 Taser 7 Certification Bundle	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	20	10/01/2022
2021 Taser 7 Certification Bundle	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	1	10/01/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	63	10/01/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	10/01/2022
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	63	10/01/2022
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	10/01/2022
2021 Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	42	10/01/2022
2021 Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	42	10/01/2022
2021 Taser 7 Certification Bundle	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	21	10/01/2022
2021 Taser 7 Certification Bundle	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	21	10/01/2022
2021 Taser 7 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	10/01/2022
2021 Taser 7 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	10/01/2022
2021 Taser 7 Certification Bundle	74200	TASER 7 6-BAY DOCK AND CORE	1	10/01/2022
2021 Taser 7 Certification Bundle	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	10/01/2022
2021 Taser 7 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	10/01/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	10/01/2023
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	10/01/2023
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	10/01/2024
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	10/01/2024
2021 Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	42	10/01/2024
2021 Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	42	10/01/2024
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	10/01/2025
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	10/01/2025
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	10/01/2026
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	10/01/2026

Software

SULLWAIE			OTV	Estimated Ctart Data	Estimated End Date
Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Taser 7 Cert fication Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	21	11/01/2022	10/31/2027
2021 Taser 7 Certification Buridle	20248	TASER 7 EVIDENCE COM LICENSE	1	11/01/2022	10/31/2027
202 Jaser / Certilication bundle	20240	MOEIT! ETIBEITOE OUT ETOE			

Warranties

TTUITUIT		A STATE OF THE PARTY OF THE PAR	QTY	Estimated Start Date	Estimated End Date
Bundle	Item	Description	QIT	Estilliated Start Date	
	80374	EXT WARRANTY, TASER 7 BATTERY PACK	25	10/01/2023	10/31/2027
2021 Taser 7 Certification Bundle			21	10/01/2023	10/31/2027
2021 Taser 7 Certification Bundle		EXT WARRANTY, TASER 7 HANDLE	21		
2021 Taser 7 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	10/01/2023	10/31/2027

Payment Details

Oct 2022 Invoice Plan	Item	Description	01	0.14.4.1		
Year 1	20008		Qty	Subtotal	Tax	Tota
Year 1	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	21	\$6,306.04	\$0.00	\$6,306.04
Year 1		TASER 7 BATTERY PACK, TACTICAL	25	\$375.60	\$0.00	\$375.60
Year 1	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	20	\$279.52	\$0.00	\$279.52
Year 1	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	1	\$13.96	\$0.00	\$13.96
	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	21	\$522.59	\$0.00	\$522.59
Year 1	20248	TASER 7 EVIDENCE.COM LICENSE	21	\$440.42	\$0.00	\$440.42
Year 1	20248	TASER 7 EVIDENCE.COM LICENSE	1	\$49.78	\$0.00	\$49.78
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	63	\$407.09	\$0.00	\$407.09
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	\$271.42	\$0.00	\$271.42
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	\$271.42	\$0.00	\$271.42
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	\$271.42	\$0.00	\$271.42
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	\$271.42	\$0.00	\$271.42
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	\$271,42	\$0.00	\$271.42
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	63	\$407.09	\$0.00	\$407.09
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	\$271.42	\$0.00	\$271.42
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	\$271.42	\$0.00	\$271.42
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	\$271.42	\$0.00	\$271.42
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	\$271.42	\$0.00	\$271.42
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	\$271.42	\$0.00	\$271.42
Year 1	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	42	\$271.42	\$0.00	\$271.42
Year 1	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	42	\$271.42	\$0.00	\$271.42
Year 1	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	42	\$271.42	\$0.00	\$271.42
Year 1	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	42	\$271.42	\$0.00	\$271.42
Year 1	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	21	\$175.03	\$0.00	\$175.03
Year 1	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	21	\$175.03	\$0.00	\$175.03
Year 1	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$7.30	\$0.00	\$7.30
Year 1	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$1.74	\$0.00	\$1.74
Year 1	74200	TASER 7 6-BAY DOCK AND CORE	1	\$248.85	\$0.00	\$248.85
Year 1	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$26.22	\$0.00	\$26.22
Year 1	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	\$13.12	\$0.00	\$13.12
Year 1	80374	EXT WARRANTY, TASER 7 BATTERY PACK	25	\$89.40	\$0.00	\$89.40
Year 1	80395	EXT WARRANTY, TASER 7 HANDLE	21	\$1,123.34	\$0.00	\$1,123.34
Year 1	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$53.50	\$0.00	\$53.50
Total	00000	EXTERNATION OF DOOR		\$14,515.50	\$0.00 \$0.00	
				φ14,515.50	\$0.00	\$14,515.50
Oct 2023						

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	21	\$6,306.05	\$0.00	\$6,306.05
Year 2	20018	TASER 7 BATTERY PACK, TACTICAL	25	\$375.60	\$0.00	\$375.60
Year 2	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	20	\$279.52	\$0.00	\$279,52
Year 2	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	1	\$13.98	\$0.00	\$13.98
Year 2	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	21	\$522.61	\$0.00	\$522.61

Oct 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	20248	TASER 7 EVIDENCE.COM LICENSE	21	\$440.41	\$0.00	\$440.41
Year 2	20248	TASER 7 EVIDENCE.COM LICENSE	1	\$49.77	\$0.00	\$49.77
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	63	\$407.11	\$0.00	\$407,11
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	\$271.40	\$0.00	\$271,40
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	\$271,40	\$0.00	\$271.40
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	63	\$407.11	\$0.00	\$407.11
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	\$271,40	\$0.00	\$271.40
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
Year 2	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	42	\$271.40	\$0.00	\$271.40
Year 2	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	42	\$271.40	\$0.00	\$271.40
Year 2	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	42	\$271.40	\$0.00	\$271.40
Year 2	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	42	\$271.40	\$0.00	\$271.40
Year 2	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	21	\$175.01	\$0.00	\$175,01
Year 2	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	21	\$175.01	\$0.00	\$175.01
Year 2	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE COM DOCK	1	\$7.28	\$0.00	\$7.28
Year 2	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$1.73	\$0.00	\$1.73
Year 2	74200	TASER 7 6-BAY DOCK AND CORE	1	\$248.86	\$0.00	\$248.86
Year 2	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$26.20	\$0.00	\$26.20
Year 2	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	\$13.10	\$0.00	\$13.10
Year 2	80374	EXT WARRANTY, TASER 7 BATTERY PACK	25	\$89.40	\$0.00	\$89.40
Year 2	80395	EXT WARRANTY, TASER 7 HANDLE	21	\$1,123.33	\$0.00	\$1,123.33
Year 2	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$53.49	\$0.00	\$53.49
Total				\$14,515.17	\$0.00	\$14,515.17

Oct 2024

UCT 2024			01	Cubtotal	Tay	Total
Invoice Plan	Item	Description	Qty	Subtotal	Tax	
Year 3	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	21	\$6,306.05	\$0.00	\$6,306.05
Year 3	20018	TASER 7 BATTERY PACK, TACTICAL	25	\$375.60	\$0.00	\$375.60
Year 3	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	20	\$279.52	\$0.00	\$279.52
Year 3	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	1	\$13.98	\$0.00	\$13.98
Year 3	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	21	\$522.61	\$0.00	\$522.61
Year 3	20248	TASER 7 EVIDENCE.COM LICENSE	21	\$440.41	\$0.00	\$440.41
· ·	20248	TASER 7 EVIDENCE.COM LICENSE	1	\$49.77	\$0.00	\$49.77
Year 3		TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	63	\$407.11	\$0.00	\$407.11
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
Year 3	22175		42	\$271.40	\$0.00	\$271.40
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		\$407.11	\$0.00	\$407-11
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	63	Φ 4 07.11	Ψ0.00	ψ407=11

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
Year 3	22176	TASER 7 LIVÉ CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
Year 3	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	42	\$271.40	\$0.00	\$271.40
Year 3	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	42	\$271.40	\$0.00	\$271.40
Year 3	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	42	\$271.40	\$0.00	\$271.40
Year 3	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	42	\$271.40	\$0.00	\$271.40
Year 3	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	21	\$175.01	\$0.00	\$175.01
Year 3	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	21	\$175.01	\$0.00	\$175.01
Year 3	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$7.28	\$0.00	\$7.28
Year 3	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$1.73	\$0.00	\$1.73
Year 3	74200	TASER 7 6-BAY DOCK AND CORE	1	\$248.86	\$0.00	\$248.86
Year 3	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$26.20	\$0.00	\$26.20
Year 3	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	\$13.10	\$0.00	\$13.10
Year 3	80374	EXT WARRANTY, TASER 7 BATTERY PACK	25	\$89.40	\$0.00	\$89.40
Year 3	80395	EXT WARRANTY, TASER 7 HANDLE	21	\$1,123.33	\$0.00	\$1,123.33
Year 3	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$53.49	\$0.00	\$53.49
Total				\$14,515.17	\$0.00	\$14,515.17

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	21	\$6,306.05	\$0.00	\$6,306.05
Year 4	20018	TASER 7 BATTERY PACK, TACTICAL	25	\$375.60	\$0.00	\$375.60
Year 4	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	20	\$279.52	\$0.00	\$279.52
Year 4	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	1	\$13.98	\$0.00	\$13.98
Year 4	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	21	\$522.61	\$0.00	\$522.61
Year 4	20248	TASER 7 EVIDENCE.COM LICENSE	21	\$440.41	\$0.00	\$440.41
Year 4	20248	TASER 7 EVIDENCE.COM LICENSE	1	\$49.77	\$0.00	\$49.77
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	63	\$407.11	\$0.00	\$407.11
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
ear 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
∕ear 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
rear 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
∕ear 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	63	\$407.11	\$0.00	\$407.11
∕ear 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
/ear 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
rear 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
Year 4	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	42	\$271.40	\$0.00	\$271.40
Year 4	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	42	\$271.40	\$0.00	\$271.40
Year 4	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	42	\$271.40	\$0.00	\$271.40
Year 4	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	42	\$271.40	\$0.00	\$271.40

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	21	\$175.01	\$0.00	\$175.01
Year 4	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	21	\$175.01	\$0.00	\$175.01
Year 4	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$7.28	\$0.00	\$7.28
Year 4	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$1.73	\$0.00	\$1.73
Year 4	74200	TASER 7 6-BAY DOCK AND CORE	1	\$248.86	\$0.00	\$248.86
Year 4	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$26.20	\$0.00	\$26.20
Year 4	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	\$13.10	\$0.00	\$13.10
Year 4	80374	EXT WARRANTY, TASER 7 BATTERY PACK	25	\$89.40	\$0.00	\$89.40
Year 4	80395	EXT WARRANTY, TASER 7 HANDLE	21	\$1,123.33	\$0.00	\$1,123.33
Year 4	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$53.49	\$0.00	\$53,49
Total				\$14,515.17	\$0.00	\$14,515.17

Oct 2026

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OCT 2026 Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	21	\$6,306.05	\$0.00	\$6,306.05
Year 5	20018	TASER 7 BATTERY PACK, TACTICAL	25	\$375.60	\$0.00	\$375.60
Year 5	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	20	\$279.52	\$0.00	\$279.52
/ear 5	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	1	\$13.98	\$0.00	\$13.98
Year 5	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	21	\$522,61	\$0.00	\$522.61
Year 5	20248	TASER 7 EVIDENCE.COM LICENSE	21	\$440.41	\$0.00	\$440.41
/ear 5	20248	TASER 7 EVIDENCE.COM LICENSE	1	\$49.77	\$0.00	\$49.77
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	63	\$407.11	\$0,00	\$407.11
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
ear 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
'ear 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
'ear 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
ear 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	63	\$407.11	\$0.00	\$407.11
'ear 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
ear 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	\$271,40	\$0.00	\$271.40
ear 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
'ear 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
rear 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	\$271.40	\$0.00	\$271.40
rear 5	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	42	\$271.40	\$0.00	\$271.40
rear 5	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	42	\$271.40	\$0.00	\$271,40
rear 5	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	42	\$271.40	\$0.00	\$271.40
ear 5	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	42	\$271.40	\$0.00	\$271.40
Year 5	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	21	\$175.01	\$0.00	\$175.01
Year 5	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	21	\$175.01	\$0.00	\$175.01
rear 5	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$7.28	\$0.00	\$7.28
Year 5	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$1.73	\$0.00	\$1.73
rear 5	74200	TASER 7 6-BAY DOCK AND CORE	1	\$248.86	\$0.00	\$248.86
Year 5	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$26.20	\$0.00	\$26.20
Year 5	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	\$13.10	\$0.00	\$13.10
Year 5	80374	EXT WARRANTY, TASER 7 BATTERY PACK	25	\$89.40	\$0.00	\$89.40
Year 5	80395	EXT WARRANTY, TASER 7 HANDLE	21	\$1,123.33	\$0.00	\$1,123.33

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$53.49	\$0.00	\$53.49
Total				\$14,515.17	\$0.00	\$14,515.17

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

9/29/2022





This TASER 7 Agreement ("Agreement") applies to Agency's TASER 7 purchase from Axon Enterprise, Inc. ("Axon"). Agency will receive TASER 7 Conducted Energy Weapon ("CEW") hardware, accessories, warranty, and services documented in the attached Quote Appendix ("Quote").

- 1 **Term**. The start date is based on the initial shipment of TASER 7 hardware ("**Start Date**"), If shipped in the first half of the month, the Start Date is the 1st of the following month. If shipped in the last half of the month, the Start Date is the 15th of the following month. The TASER 7 term will end upon completion of the associated TASER 7 subscription in the Quote ("Term"). If the Quote has multiple TASER 7 ship dates, each shipment will have a 60-month term, starting on the shipment of TASER 7 as described above.
- 2 Unlimited Duty Cartridge Plan. If the Quote includes "Unlimited Duty Cartridge Plan". this section applies. Agency must purchase an Unlimited Duty Cartridge Plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and ones that only use a CEW for training. Agency may not resell cartridges received under any TASER 7 plan. Axon will only replace cartridges used in the line of duty.
- 3 Training. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. During the Term, Axon will issue Agency a voucher annually beginning on the Start Date. The voucher has no cash value. Agency cannot exchange it for another product or service. If the Quote includes Axon Online Training or Virtual Reality Content (collectively, "Training Content"), Agency may access Training Content during the Term. Axon will deliver all Training Content electronically. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility.
- Payment. Unless specified in the Quote, Axon will invoice Agency on the Start Date and 4 then on the Start Date anniversary during the Term, if annual payments are elected. Payment is due net 30 days from the invoice. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. Unless Agency provides Axon a valid and correct tax exemption certificate applicable to the purchase and ship-to location, Agency is responsible for all taxes associated with the order.
- 5 Shipping. Axon may make partial shipments and ship from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon delivery to common carrier by Axon. Agency is responsible for any shipping charges in the Quote. Shipping dates are estimates only. If the Quote includes future deliveries of hardware, Axon will ship hardware to Agency's address on the Quote.
- 6 Returns. All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
- 7 Hardware Limited Warranty. Axon warrants that Axon-manufactured hardware is free from defects in workmanship and materials for 1 year from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's

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receipt. Used CEW cartridges are deemed to have operated properly. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

If Axon receives a valid warranty claim for Axon manufactured hardware during the warranty term, Axon's sole responsibility is to repair or replace the hardware with the same or like hardware, at Axon's option. Replacement hardware will be new or like new. Axon will warrant the replacement hardware for the longer of (a) the remaining warranty of the original hardware or (b) 90-days from the date of repair or replacement.

If the Quote includes an extended warranty, the extended warranty coverage begins on the Start Date and continues for the Term for the hardware covered by the extended warranty on the Quote.

If Agency exchanges hardware or a part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering hardware for service, Agency must upload hardware data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the hardware sent to Axon for service.

8 Warranty Limitations. Axon's warranty obligations exclude damage related to (a) failure to follow instructions on product's use; (b) products used with products not manufactured or recommended by Axon; (c) abuse, misuse, intentional, or deliberate damage to the product; (d) force majeure; (e) products repaired or modified by persons other than Axon without the written permission of Axon; or (f) products with a defaced or removed serial number.

To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement. Axon's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either party be liable for any direct. special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

9 Spare Products. Axon may provide Agency a fixed number of spares for TASER 7 hardware in the Quote ("Spare Products"). Spare Products will replace non-functioning units, If Agency uses a Spare Product, Agency must return non-functioning units to Axon, and Axon will repair or replace the non-functioning unit. If Agency does not return Spare Products to Axon within 30 days of termination of this Agreement, Axon will invoice Agency the MSRP then in effect for all unreturned Spare Products.

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Trade-In. If a trade-in discount is on the Quote, Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay the shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in discount. Agency may not destroy Trade-In Units and receive a trade-in discount.

Agency Size	Days to Return from Start Date
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 11 <u>Product Warnings.</u> See www.axon.com/legal for the most current Axon product warnings.
- **Design Changes.** Axon may make changes in the design of any of Axon's products and services without notifying Agency or making the same change to products and services previously purchased. Axon may replace end of life products with the next generation of that product without notifying Agency.
- **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - **13.1.** TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
 - **13.2.** Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
 - **13.3.** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.
- **Delays**. Axon will use reasonable efforts to deliver products and services as soon as practicable. If delivery is interrupted due to causes beyond Axon's control, Axon may delay or terminate delivery with notice.
- **Proprietary Information**. Agency agrees Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services. Agency will not directly or indirectly cause any proprietary rights to be violated.
- **Export Compliance**. Each party will comply with all import and export control laws and regulations.
- **Assignment**. Agency may not assign or transfer this Agreement without Axon's prior written approval.

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Axon Enterprise, Inc.'s TASER 7 Agreement

- **Governing Law: Venue**. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- **Entire Agreement**. This Agreement, including the appendices, represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.	Agency 10/14/20
Signature:	Signature: Assig Kowalshi
Name:	Name: Doug KonASKI
Title:	Title: CHIEF OF PS/ICE
Date:	Date: 10/14/2022

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TASER 7 Evidence.com Terms of Use Appendix

1 <u>Definitions</u>.

"Agency Content" is data uploaded into, ingested by, or created in Axon Evidence within Agency's tenant, including media or multimedia uploaded into Axon Evidence by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"Non-Content Data" is data, configuration, and usage information about Agency's Axon Evidence tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

- **Subscription Term**. The TASER 7 Axon Evidence Subscription Term begins on the Start Date.
- Access Rights. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end-users than the Quote specifies.
- 4 Agency Owns Agency Content. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Evidence to Agency and Agency end-users.
- Security. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Axon Evidence and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
- Agency Responsibilities. Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content and no Agency Content or Agency end user's use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Evidence. If Agency becomes aware of any violation of this Agreement by an end-user, Agency will immediately terminate that end user's access to Axon Evidence.

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Agency is also responsible for maintaining the security of end-user names and passwords and taking steps to maintain appropriate security and access by end-users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Content or if account information is lost or stolen.

- **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content in order to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence Services; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "**PII**"), to improve, analyze, support, and operate Axon's current and future products and services.
- **Storage.** Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- **Location of Data Storage**. Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers where Agency Content will be stored. For United States agencies, Axon will ensure all Agency Content stored in Axon Evidence remains within the United States. Ownership of Agency Content remains with Agency.
- **Suspension.** Axon may suspend Agency access or any end-user's right to access or use any portion or of Axon Evidence immediately upon notice, if:
 - **10.1.** The Termination provisions of the TASER 7 Terms and Conditions apply;
 - 10.2. Agency or an end-user's use of or registration for Axon Evidence (i) poses a security risk to Axon Evidence or any third party, (ii) may adversely impact Axon Evidence or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;

Agency remains responsible for all fees incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Axon Evidence due to suspension, except as specified elsewhere in this Agreement.

Axon Evidence Warranty. Axon warrants that Axon Evidence will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to Axon Evidence.

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- **Axon Evidence Restrictions**. All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end-users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - **12.1.** copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence:
 - **12.2.** reverse engineer, disassemble, or decompile Axon Evidence or apply any other process to derive any source code included in Axon Evidence, or allow any others to do the same;
 - **12.3.** access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - **12.4.** use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;
 - **12.5.** access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;
 - **12.6.** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or
 - **12.7.** use Axon Evidence to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code.
- After Termination. Axon will not delete Agency Content for 90 days following termination. During these 90 days, Agency may retrieve Agency Content only if all amounts due have been paid. There will be no application functionality of Axon Evidence during these 90 days other than the ability to retrieve Agency Content. Agency will not incur any additional fees if Agency Content is downloaded from Axon Evidence during these 90 days. Axon has no obligation to maintain or provide any Agency Content after these 90 days and will thereafter, unless legally prohibited delete all of Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from Axon Evidence.
- Post-Termination Assistance. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- U.S. Government Rights. If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data," as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Evidence on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue the use of Axon Evidence.

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Axon Enterprise, Inc.'s TASER 7 Agreement

Survival. Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.

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PARKS AND RECREATION

To: Mayor and Town Council

From: Dan Baker, Director of Parks and Recreation

Through: Robyn Battle, Executive Director of Community Services,

Ron Patterson, Interim Town Manager

Re: Christmas Display Services

Town Council Meeting – October 25, 2022

Agenda Item:

Consider an act upon approval of a contract with The Christmas Light Company for Christmas Display Services.

Description of Agenda Item:

The Town issued CSP 2023-01-A to establish an annual contract for Christmas Display Services. Services will include rental, installation, decoration, removal, and storage of items, for the Downtown area along Main Street and Broadway Street. Specifically, 15' premium lit garland swirled down 23 light poles. Each light pole will have a 16", hand-made, red velvet outdoor bow on top. Additionally, 36 trees along Broadway Street will be wrapped with warm LED mini lights, from the trunk to the top of the branches of the trees. Services also will include rental and storage of a 30' artificial tree on the Town Hall grounds. The Town received six (6) responses by due date and time. The evaluation committee was comprised of two (2) Parks & Recreation staff members. After completion of the evaluation process, staff recommends awarding the contract for base services to The Christmas Light Company, the best value proposal. The initial term of the contract will be one year, with four optional one-year renewal periods.

Budget Impact:

The annual fee for the rental, installation, removal, and storage of items for Main Street, Broadway Street and the Town Hall grounds is \$34,625 and will be funded from PARKS Prosper Christmas Festival 100-5601-60-01

Legal Obligations and Review:

Utilizing a pre-approved standard form

Attached Documents:

1. Evaluation Matrix

Page 1 of 2

2. Contract for Services

Town Staff Recommendation:

Staff is recommending approval of a contract with The Christmas Light Company for Christmas Display Services.

Proposed Motion:

I move to approve a contract with The Christmas Light Company for Christmas Display Services.

CSP NO. 2023-01-A Christmas Display Services

EVALUATION MATRIX			Christmas Ihts			First Choice Lights		Lawn Tech		Mark Casteel, LLC		The Christmas Light Company	
EVALUATION CRITERIA	WEIGHTING	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE
Cost Proposal	30%	17.44	5.23	14.63	4.39	25.71	7.71	8.36	2.51	7.16	2.15	30.00	9.00
References	20%	18.00	3.60	15.00	3.00	10.00	2.00	0.00	0.00	18.00	3.60	18.00	3.60
Experience	20%	13.00	2.60	16.50	3.30	18.00	3.60	0.00	0.00	12.50	2.50	19.00	3.80
Ability to meet expectations	30%	24.00	7.20	14.00	4.20	24.50	7.35	20.00	6.00	16.00	4.80	25.50	7.65
TOTAL	100%	72.44	18.63	60.13	14.89	78.21	20.66	28.36	8.51	53.66	13.05	92.50	24.05

TOWN OF PROSPER CONTRACT FOR SERVICES BID NO. 2023-01-A

This Contract is made by the **Town of Prosper**, **Texas**, a municipal corporation ("Town") and **The Christmas Light Company** ("Contractor"). The Town and Contractor agree:

- 1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Christmas Display Services for Downtown (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference.
- 2. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the scope of work may be authorized from time to time by the Town in writing.
- 3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
- 4. **CONTRACT PERIOD.** The contract period is for one year from date of award of contract. All pricing is to remain firm during the contract period. The contract is renewable for up to Four (4) additional one-year terms on an annual basis, if written notice of the intent to renew is provided to either party not less than sixty (60) days prior to the termination date.
- COMPENSATION. Contractor's total compensation for services to be performed and expenses to be incurred is specified in Exhibit B.
- 6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after receipt of the invoice for the previous month's service or as set forth in Exhibit A.
- 7. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with Exhibit A. Invoices should be mailed to Town of Prosper, Accounts Payable, P.O. Box 307, Prosper, TX 75078, or emailed to ap@prospertx.gov.
- 8. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.
- 9. **INFORMATION PROVIDED BY THE TOWN**. Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.
- 10. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit A. Failure to maintain the required insurance may result in immediate termination of the Contract.

- 11. **INDEMNIFICATION.** As specified in Exhibit A.
- 12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer its interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
- AUDITS AND RECORDS. At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.
- 14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** Town may terminate this Contract upon sixty (60) days' written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach or failure to comply. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.

Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

- 16. CONTRACTOR'S REPRESENTATIONS. Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.
- 17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.
- 18. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by Contractor or by any subcontractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.
- DAMAGE. In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.
- 20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.
- 21. COMPLIANCE WITH LAWS. The contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's representative are followed.
- 22. **"ANTI-ISRAEL BOYCOTT" PROVISION**. In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott

Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Contract on behalf of the company verifies by its signature to this Contract that the company does not boycott Israel and will not boycott Israel during the term of this Contract.

- 23. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Contract, and such disagreement cannot be resolved by the Town and the Contractor, the Town and Contractor agree to submit such disagreement to non-binding mediation.
- 24. **ENTIRE CONTRACT.** This instrument together with Exhibit A attached hereto contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.
- 25. MAILING ADDRESSES. All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

Town of Prosper Attn: Jay Carter, Purchasing Manager P.O. Box 307 Prosper, TX 75078 jcarter@prospertx.gov

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

The Christmas Light Company Attn: Bill Rathburn, President 8019 Military Parkway Dallas, TX 75227 bill@xmaslightco.com

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

26. LEGAL CONSTRUCTION. If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.

- 27. **GOVERNING LAW.** The validity of this Contract and any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be located in Collin County, Texas.
- 28. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.
- 29. **EFFECTIVE DATE.** This Contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY:	
THE CHRISTMAS LIGHT COMPANY, LLC	TOWN OF PROSPER, TEXAS
Ву:	By:
Bill Ratifiburn	Ron K. Patterson
President	Interim Town Manager
Date: 10 / 18 2022	Date:



2023-01-A Addendum 1

Christmas Display Services

Issue Date: 9/14/2022

Questions Deadline: 9/19/2022 12:00 PM (CT) Response Deadline: 9/23/2022 02:00 PM (CT)

Contact Information

Contact: Jay Carter, Purchasing Manager

Address: Purchasing Office

Town Hall 3rd Floor 250 W. First St. P.O. Box 307

Prosper, TX 75078

Phone: (972) 569-1018 Email: jcarter@prospertx.gov

Event Information

Number:

2023-01-A Addendum 1

Title: Type: Christmas Display Services Competitive Sealed Proposal

Issue Date:

9/14/2022

Question Deadline:

9/19/2022 12:00 PM (CT) Response Deadline: 9/23/2022 02:00 PM (CT)

Notes:

The Town of Prosper ("Town") is accepting proposals for turn-key Christmas Display Services, in accordance with the terms, conditions, and requirements set forth in this Competitive Sealed Proposal (CSP). This CSP provides interested firms with the information necessary to prepare and submit their proposal for consideration. It is the Town's intent to enter into a contract with a single or multiple vendors. The initial term of the contract will be one (1) year with four (4) optional one-year renewal periods. The contract will be awarded to the vendor(s) providing the best value to the Town of Prosper as determined by the evaluation criteria as stated herein.

The services stated herein are an accurate reflection of the Town's anticipated needs. However, these are estimates, and not a commitment. Furthermore, based on need and budget contingencies, services may be adjusted at any time during the contract period. At no time will adjustments to the prices offered be imposed on the Town. Prices will be held firm during the contract period.

The successful vendor(s) will be required to execute a service contract. A sample contract is available for viewing upon request, in the Purchasing Office.

Ship To Information

Contact: Jay Carter, Purchasing Manager

Address: Purchasing Office

Town Hall 3rd Floor 250 W. First St. P.O. Box 307 Prosper, TX 75078

Phone:

(972) 569-1018

Email:

jcarter@prospertx.gov

Billing Information

Contact: Accounts Pavable

Address: Finance Town Hall

3rd Floor 250 W. First St. P.O. Box 307

Prosper, TX 75078

Phone: (972) 569-1017 ap@prospertx.gov Email:

Bid Attachments

CSP No. 2023-01-A Addendum 1.pdf

CSP No. 2023-01-A Addendum 1

CSP No. 2023-01-A Specifications - Final.pdf

CSP No. 2023-01-A Specifications

Download

Download

Standard Terms and Conditions for Procurements V 4-24-20.pdf

Item 17. Dow

Standard Terms and Conditions for Procurements

Insurance Requirements for General Services R7-25-19.pdf

Download

Insurance Requirements for General Services

References Worksheet - fillable.pdf

Download

References Worksheet

Conflict of Interest Questionnaire - fillable.pdf

Download

Conflict of Interest Questionnaire

Requested Attachments

Proposal

(Attachment required)

Please ensure that you provide all required information as outlined in Section VI. Submittals including all attachments, combined and uploaded as a single document.

Bi	d Attributes
1	Terms and Conditions Acknowledgement I have read, understand and agree to all terms and conditions contained in this solicitation. I Agree (Required: Check if applicable)
2	By checking this box, submitter hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid/proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all items by the Town of Prosper, Texas, within the time frame indicated in this solicitation, constitutes a contract. The individual submitting this bid/proposal certifies that he/she is a legal agent of the company, authorized to submit on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided. I Agree (Required: Check if applicable)
3	Addendum No. 1 By checking this box, vendor acknowledges receipt and understanding of Addendum No. 1 (if issued by the Town of Prosper). I Agree (Optional: Check if applicable)
4	Addendum No. 2 By checking this box, vendor acknowledges receipt and understanding of Addendum No. 2 (if issued by the Town of Prosper). I Agree (Optional: Check if applicable)
5	Addendum No. 3 By checking this box, vendor acknowledges receipt and understanding of Addendum No. 3 (if issued by the Town of Prosper). □ I Agree

Page 3 of 5 pages

(Optional: Check if applicable)

Deadline: 9/23/2022 02:00 PM (CT)

2023-01-A Ad

Bid Lines

1	Exterior Installa	ation Services
	(Response required	<u></u>
	Quantity: 1	UOM: LS Unit Price: \$ Total: \$
	Item Notes:	Lump sum cost to provide installation services as outlined in the Scope of Services. Lump sum cost must be all inclusive.
	Supplier Notes:	Additional notes (Attach separate sheet)
2	Removal and S	Storage Services
	Quantity:1	UOM: LS Unit Price: \$ Total: \$
	Item Notes:	Lump sum cost for removal and storage services as outlined in the Scope of Services. Lump sum cost must be all inclusive.
	Supplier Notes:	Additional notes (Attach separate sheet)

Supplier Information	Item 17.
Company Name: The Christmas Light Co.	
Contact Name: Antonio Garcia	
Address: 8019 Military Pkwy,	
Dallas, TX 75227	
Phone: 214-515-9621)	
Fax: 214-275-4213	
Email: antonio@xmaslightco.com	
Supplier Notes	
By submitting your response, you certify that you are authorized to represent and bind your company.	

SECTION A

CSP No. 2023-01-A

1. The Christmas Light Company, LLC.

8019 Military Parkway, Dallas, TX 75227

Office: 214-515-XMAS (9627)

Fax: 214-275-4213

www.XmasLightCo.com

2. (COMPANY SUMMARY)

KEY PERSONNEL BRIEF RESUME:

The staff assigned will consist of:

Antonio Garcia as the Main Contact Person / Person Responsible for Questions, Communication, Etc. He is the company's Senior Account Manager. He is very knowledgeable with this job scope, and will be the lead in all aspects of this job. He has 18 years of experience with the company, and 21 years of managerial experience.

The staff assigned will also include William Rathburn. He has 20+ years of experience, and is the President of the company.

The installation and removal crews will be comprised of approximately 20-30 well trained employees. They will be mostly comprised of individuals with previous experience with the job and its intricacies. The entire staff is willing, able, excited, and proud of our unparalleled reputation.





COMPANY'S BRIEF RESUME:

Our experience relevant to the Scope of Services requested by this RFP are listed and described. We have listed relevant projects of similar size and scope performed over the past four years. Some of the associated results or impacts of the project/work performed will also be discussed. The Christmas Light Company has thousands of hours of combined experience with holiday lighting jobs similar in scope. We have set a new precedent in the industry for quality, affordability, & timely performance. We have done quality jobs on malls, cities/townships, high-rises, sport venues, hotels, as well as many other venues. We have set a new standard for quality, service and satisfaction, ever since our first year in business.

Highland Park Village has become the focal point for holiday lighting in the DFW Metroplex. We have successfully completed this job since 2006. It has approximately 2,000,000 lights, and is now, with our involvement, 100% LED.

The Galleria Dallas has been a part of our repertoire since 2007. It boasts all LED products, and it well known both for the spectacular exterior, as well as the fabulous interior holiday lights and decorations. The job has approximately 1,000,000 lights.

The Woodlands Township, is just north of Houston, and includes a year-round service contract. The job is all LED, and has approximately 600 trees wrapped. Although year-round service presents its own set of service needs, we have again exceeded our customer's expectations. This year it will have approximately 1,000,000 lights.

We have many, many more jobs with similar scope and size, and can be verified.

We have completed our tasks on-time, and with a "quality look". Our service is superb, and is available 24 hours per day.

We have approximately (150) employees during the holiday season. We have local servicemen to handle any repairs ASAP. Of those, we have approximately (25) Year-Round employees, including office, sales/marketing, installation, and service technicians.

We have (2) Offices/Warehouses. The headquarters is located at 8019 Military Parkway, Dallas, Texas 75227. The secondary 4874 Olson Drive, Dallas, Texas 75227. We also have (3) Staging/Storage Facilities in Austin, TX, Houston, TX. This enables us to have needed equipment, extra equipment, and supplies, etc. at our immediate disposal.





Our vehicle fleet consists of more than (20) Marked, company-owned Service Vehicles, including (1) 60" Boom Truck and (1) 36" Boom Truck so there is never a risk of "waiting time" for the booms needed for expected or emergency repairs.

Safety is our upmost concern. We have Full Safety Harnesses for the entire installation staff, and can get the job done without delay, boasting more than 150 Ladders (All OSHA Approved). Our entire experienced Office and Field Staff are Fully Insured and are all our own employees. OUR ENTIRE STAFF ARE EMPLOYEES OF THE CHRISTMAS LIGHT COMPANY, and we have ABSOLUTLEY NO CONTRACTORS! We have a very experienced staff and offer 24 Hour Repair Service, as well as a minimum of thrice weekly "Spot-Checks" to catch repairs before they are even noticed.

In addition, we have well over \$4,000,000 in current inventory, including more than \$3,000,000 in LEDs. The LEDs for the entire scope of the job are currently in inventory. They can be inspected at your will, to ensure quality equipment and colors will be used and guaranteed. There is absolutely no risk of overseas troubles, import snags, delayed arrival, or political risks leading to trade embargos.

Primary work assignments will include customer service and office support, account management, operations management, as well as installation & removal crews, and our rapid repair service technicians. Office support and customer service is available 24 hours per day. When the phones lines are busy and/or on operator are unavailable, a message can be left because they are checked and processed 24 hours per day. They are well trained, experienced, and will to perform. You can communicate by fax, email, phone, in person, or as seen fit. The devotion of time will be up to 100%, prioritizing this job, and as much time as needed will be solely committed.

Account management will be responsible for management of time and schedules for operational procedures. They will devote 100% of time to your job during the installation and removal, and will be at your disposal during the complete process. Any needs will be met and at no time will anything else take precedence. As much time as is needed will be spent, and then some.

We have a very experienced operations management staff. They will be onsite during all facets of installation and removal and will supervise throughout the installation and removal. They will be on hand to handle all





aspects to deal with any potential problems that arise. They will be in constant contact with the office stall, account management, the repairs techs, as well as the installation and removal crew. They will be committed for 100% of the installation and removal.

Installation & removal crew will be there to install and remove, with 100% time commitment. They will also be available as needed, at any time during the duration of the contract.

Service Technicians are will trained and efficient at their jobs. They will commit as much time as needed throughout the service periods. The % will vary, upon the given needs, under any circumstances.

Our knowledge and experience in the industry are truly unparalleled. We believe we provide the most beautiful, timely, an affordable holiday lighting jobs in the country. We also believe our reputation, professionalism and value have been proven. We are confident and can be relied on to complete all said services without hassles for the city, its officers or staff.

We greatly appreciate the opportunity to make your venues shine!

RESPONDENT CONSIDERS THIS AS CONFIDNETIAL

- 3. Bill Rathburn, President (Submitting Proposer's Authorized Sign or/ Representative)
- 4. Office Number: (214) 515-XMAS (9627)
 Bill's Cell Phone Number: 214-244-4487
 Email: Bill@XmasLightCo.com
 Available 7 Days per Week; 24 Hours per Day

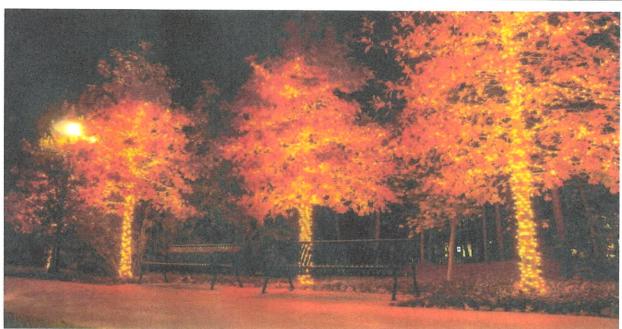






8019 Military Parkway Dallas, Texas 75227







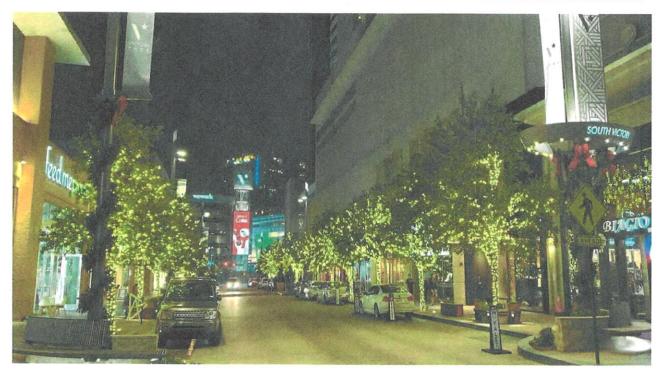
8019 Military Parkway Dallas, Texas 75227







8019 Military Parkway Dallas, Texas 75227







8019 Military Parkway Dallas, Texas 75227

(SECTION C)

EXPERIENCE

Galleria Mall Dallas - 15 YEARS Approx 300K Cedar Hill PID 1 - 13 YEARS Approx 65K State Fair of Texas - 9 YEARS Approx 125K City of Dallas 13 YEARS The Woodlands Township - 10 YEARS City of Garland - 10 YEARS City of Addison / Vitruvian -8 YEARS City of Dallas Association -8 YEARS Johnson City -12 YEARS Highland Park Village - 13 YEARS Fair Park - 14 YEARS The Shops at Legacy - 15 YEARS Cowboys Stadium -9 YEARS Mary Kay Headquarters - 13 YEARS Lee Park - 11 YEARS

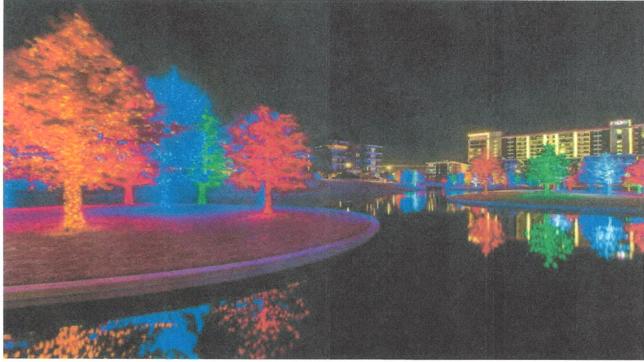
(MANY MORE AVAILABLE UPON REQUEST)

RESPONDENT CONSIDERS THIS AS CONFIDNETIAL



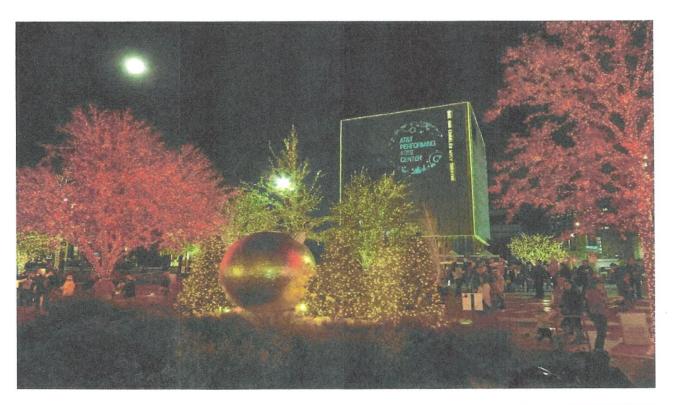
Page 177

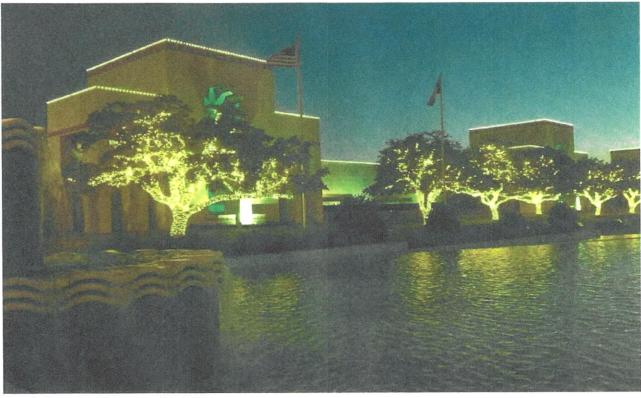


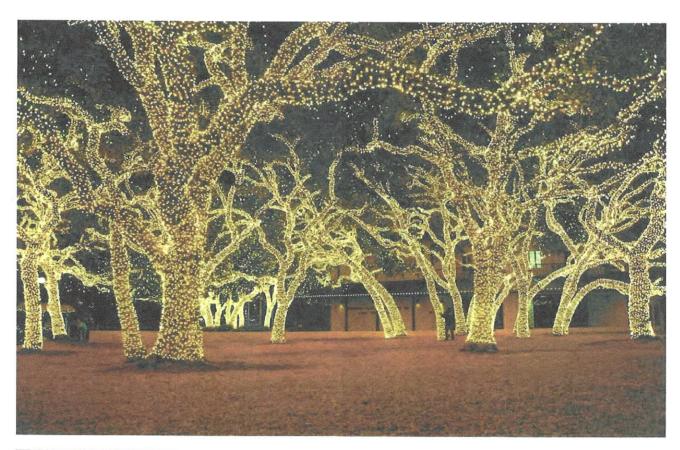


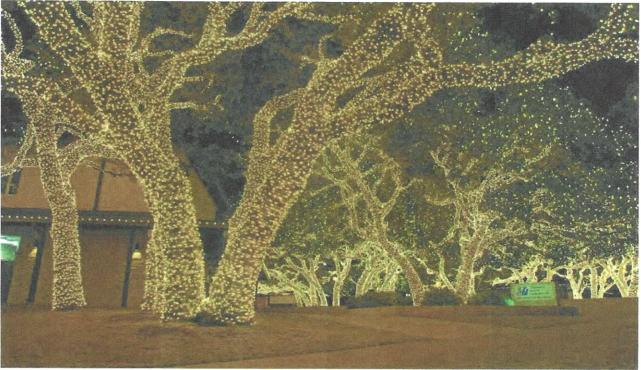




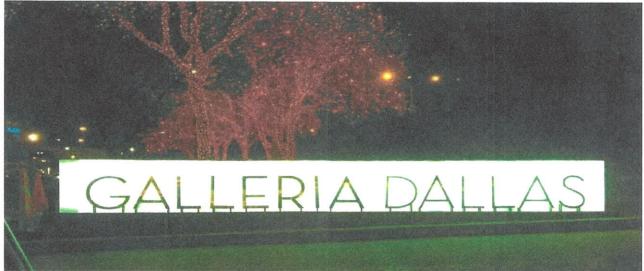
















References Worksheet

Please provide at least five (5) verifiable references for same or similar services as the Town has specified in the solicitation, in the spaces provided below.

Company Name: Town of Prosper

Contact Name:

Trevor Helton

Address:

409 E. First Street

Prosper, Texas 75078

Email Address:

thelton@prospertx.gov

Phone:

972-569-1064

Contract Date:

2019-Current

Description of Services:

Exterior Decorations on Town Hall Garland & Lights Interior Christmas Tree and Wreaths

Company Name: City of Garland

Contact Name:

Cassy Allison

200 N. 5th Street

Address:

Email Address:

Garland, Texas 75040

Callison@garlandtx.gov

Phone:

214-454-3495

Contract Date:

2012 - Current

Description of Services:

Wrap Large Trees with Lights, Garland on Columns, Rooflines Outlined

Company Name:

Contact Name:

City of Sachse Shawn Brdgman

Address:

3815-B Sachse Road

Email Address:

Sachse, Texas 75048 sbridgman@cityofsachse.com

469-429-4796

Phone:

Contract Date:

2014 - Current

Description of Services:

Outline all building rooflines & garland on light poles

Company Name:

City of Dallas

Contact Name:

Yldefonso Rodriguez Sola

Address:

650 S. Griffin Street Dallas, Texas 75202

Email Address:

Yldefonso.sola@dallascityhall.com

Phone:

Office: 214-939-2794 Cell: 214-422-9222

Contract Date:

2018 - Current

Description of Services:

Install Commercial Christmas Tree, Holiday Displays, Wrap larg Trees

Company Name:

The Woodlands Township

Contact Name:

Karl Shaw

Address:

2801 Technology Forest Blvd.

The Woodlands, Texas 77381

Email Address:

KHShaw@thewoodlandstownship-tx.gov Office: 281-210-3491 Cell: 832585-7077

Phone: Contract Date:

2008 - Current

Description of Services: 600+ Trees wrapped year around with weekly service

Edit Bid Response for 2023-01-A Addendum 1 (Christmas Display Services)









Return No Bid Documents Response History Bid History Error Check Response

Bid Number 2023-01-A Addendum 1 (Christmas Display Services)

lose Date & Time

9/23/2022 02:00:00 PM (CT)

Time Left

Specification

2 hours 3 minutes 32 seconds

Response Status NOT SUBMITTED - To complete your response, you must click 'Submit Response' in the Response

Submission tab.

Event Details

Questions

Attachments

Attributes

Line Items

Response Attachments

Response Submission

3id Line Items





(X) No Bid Lines Error Check

Exterior Installation Services





Quantity

1

MOU

LS

LS

Response

Extended

25.625.00

\$25,625.00

No Bid Add Notes

Item Note: Lump sum cost to provide installation services as outlined in the Scope of Services. Lump sum cost must be all inclusive.

2 Removal and Storage Services

1

9.000.00

\$9,000.00

Item Note: Lump sum cost for removal and storage services as outlined in the Scope of Services. Lump sum cost must be all inclusive.

⊗ No Bid Add Notes

Response Total: \$34,625.01



144 014

Item 17.

- Documents
- Response History
- Bid History
- Error Check Response

Bid Number 2023-01-A Addendum 1 (Christmas Display Services)

lose Date & Time 9/23/2022 02:00:00 PM (CT)

Time Left 2 hours 11 minutes 9 seconds

Response Status NOT SUBMITTED - To complete your response, you must click 'Submit Response' in the Response Submission tab.



- Questions
- ^+---bments
- Attributes
- · Line Items
- Resnonse Attachments
- · Response Submission

id Attributes

Section F

- Save
- Error Check

Attribute

Terms and Conditions Acknowledgement

I have read, understand and agree to all terms and conditions contained in this solicitation.

* 🛂 I Agree

Certification

By checking this box, submitter hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid/proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all items by the Town of Prosper, Texas, within the time frame indicated in this solicitation, constitutes a contract. The individual submitting this bid/proposal certifies that he/she is a legal agent of the company, authorized to submit on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

" 🗹 I Agree

Addendum No. 1

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 1 (If issued by the Town of Prosper).

I Agree

Addendum No. 2

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 2 (if issued by the Town of Prosper).

I Agree

Addendum No. 3

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 3 (if issued by the Town of Prosper).

☑ I Agree



PROSPER

Response Total: \$34,625.00

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Purchasing Department Addendum No. 1 Issued September 19, 2022

Bid No:

2023-01-A

Bid Title:

Christmas Display Services

Bids Due:

9/23/22 @ 2:00 p.m.

Addendum #1 is issued by the Town of Prosper Purchasing Office. Please see the following for changes/additions/deletions to the specifications:

Clarifications

- 1. What is the budget for fiscal year 2022?
 - The budget for this project is \$44,000.
- 2. Is there a specific color the city would like to use on the Christmas tree? Any color other than warm white may require special orders)
 - Warm white is the preference.
- 3. Will all of the décor be leased?
 - Yes, for this particular project the Town will be leasing all items.
- 4. 'Provide, install and decorate 36 medium trees'-Are these only lights, what is 'decorate' referring to?
 - Decorating is referring to adding the warm LED lights to the branches. Each individual tree will will have its own power supply.

For vendors who have already submitted a response and feel this addendum may change their response:

- 1. Online Submissions: You can "unsubmit" your bid, make the necessary changes, and resubmit.
- 2. <u>Hard Copy Submissions</u>: You may pick up their submission and return it prior to July 24, 2020 @ 2:00 p.m. If picking up the submission is not feasible, any new response submitted by your firm will supersede one previously submitted.

Acknowledge receipt of this addendum in the appropriate space of the Bid Attributes section if you have not previously submitted a response.

For questions regarding this addendum contact:

Jay Carter NIGP-CPP, CPPB, C.P.M. Purchasing Manager (972) 569-1018 jcarter@prospertx.gov





PLANNING

To: Mayor and Town Council

From: David Soto, Planning Manager

Through: Ron K. Patterson, Interim Town Manager

Hulon T. Webb, Jr., Interim Executive Director of Development and

Infrastructure Services

Re: Notice of Appeal

Town Council Meeting – October 25, 2022

Agenda Item:

Consider and act upon whether to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on any Site Plans and Preliminary Site Plans, including Windmill Hill, 7 Brew, and Lighthouse Church.

Description of Agenda Item:

Attached are the site plans and preliminary site plans that were acted on by the Planning & Zoning Commission at their October 4, 2022, meeting. Per the Zoning Ordinance, the Town Council has the ability to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Site Plan and Preliminary Site Plan acted on by the Planning & Zoning Commission.

Attachments:

- 1. Windmill Hill Preliminary Site Plan
- 2. 7 Brew Site Plan
- 3. Lighthouse Church Site Plan

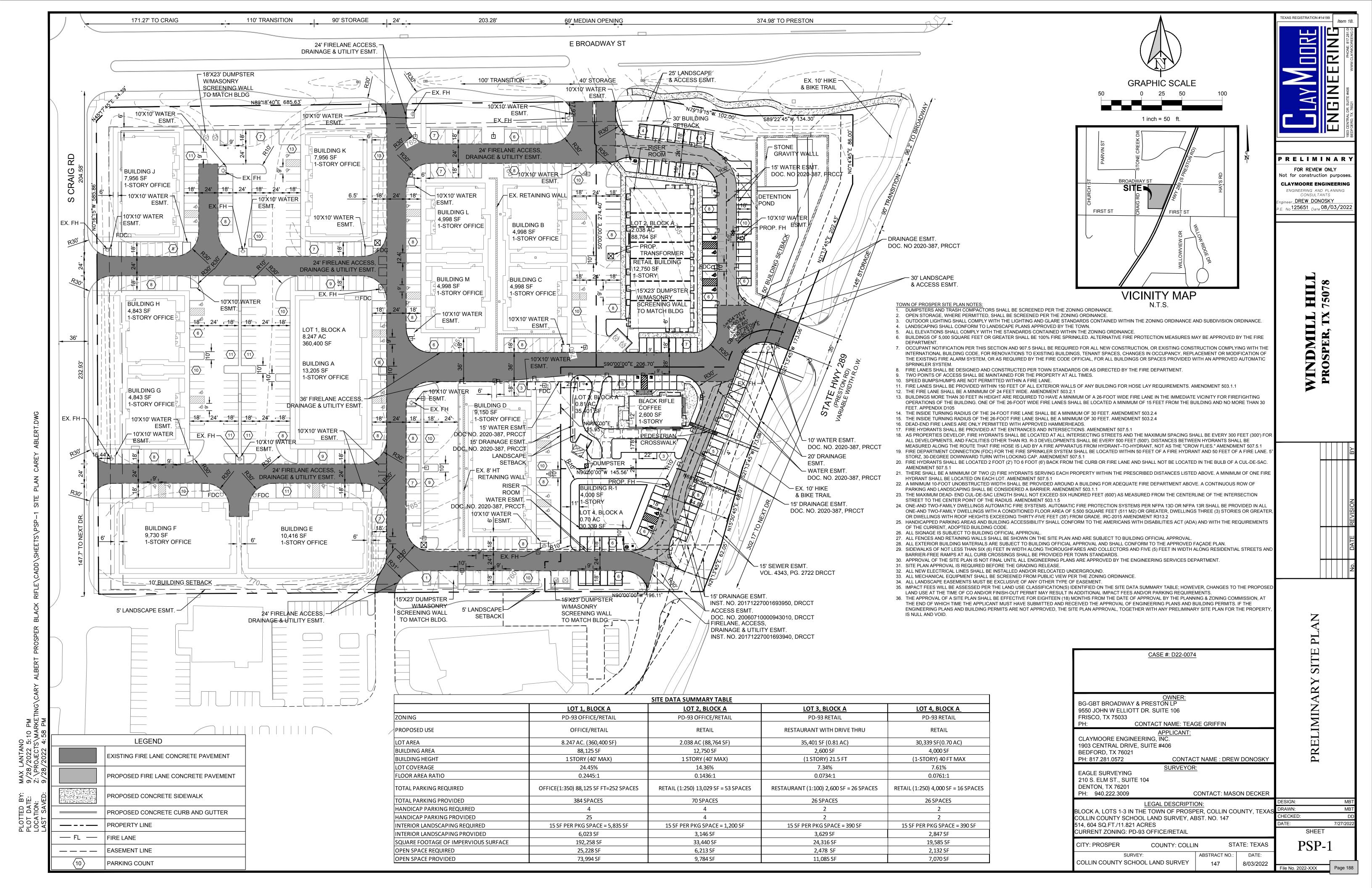
Planning & Zoning Recommendations:

At their October 4, 2022, meeting, the Planning & Zoning Commission approved the following items:

- 1. Windmill Hill Preliminary Site Plan (Approved)
- 2. 7 Brew Site Plan (Approved)
- 3. Lighthouse Church Site Plan (Approved)

Town Staff Recommendation:

Town staff recommends the Town Council take no action on this item.



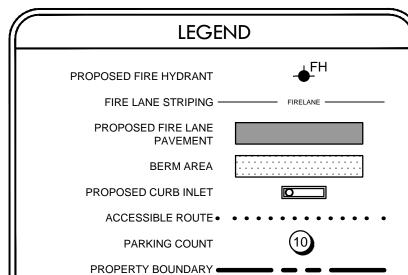
UNIVERSITY DRIVE/ U.S. 380

SITE BENCHMARKS

BM NO. 1 "X" CUT WITH BOX SET ON TOP OF THE BACK OF CURB IN THE NORTH LINE OF A CONCRETE DRIVE, BEING LOCATED APPROXIMATELY 75' NW OF A WATER VALVE WITHIN SAID CONCRETE DRIVE NEAR THE NW CORNER OF THE SITE, AND BEING APPROXIMATELY 30' EAST OF A FIRE HYDRANT IN THE NORTH LINE OF SAID CONCRETE DRIVE. ELEVATION = 558.03' (NAD '83)

BM NO. 2 "X" CUT WITH BOX SET AT THE NW CORNER OF THE TOP OF A CONCRETE DROP INLET LOCATED NORTH OF THE NORTH LINE OF PAVING OF UNIVERSITY DRIVE (US HWY 380), AND BEING LOCATED APPROXIMATELY 23' WEST OF THE WEST LINE OF A CONCRETE DRIVEWAY NEAR THE SE CORNER OF THE SITE.

ELEVATION = 550.82' (NAD '83)



SITE PLAN DATA TA	SITE PLAN DATA TABLE	
EXISTING ZONING	PD-94	
PROPOSED ZONING	PD-94	
LOT AREA (SF) / (ACRES)	49,095 / 1.127	
TOTAL BUILDING AREA (SF)	510	
BUILDING HEIGHT	20'-6" (1 STORY)	
BUILDING LOT COVERAGE (%) / FLOOR AREA RATIO	1.04% / 0.01:1	
INTERIOR LANDSCAPE REQUIRED (10% OF LOT AREA)	4909 SF	
INTERIOR LANDSCAPE PROVIDED	18,858 SF	
TOTAL SITE IMPERVIOUS AREA (SF)	28,129	
OPEN SPACE REQUIRED (7% OF LOT AREA)	3437 SF	
OPEN SPACE PROVIDED	3437 SF	

PARKING DATA TABLE		
RESTAURANT PARKING REQUIREMENT	1 SPACE PER 100 SF	
PORTION OF BUILDING RESTAURANT	100% / 510 SF	
RESTAURANT PARKING SPACES REQUIRED	6 SPACES	
TOTAL PARKING SPACES REQUIRED	6 SPACES	
TOTAL PARKING SPACES PROVIDED	12 SPACES	
REQUIRED ADA PARKING	1 SPACES (1 VAN)	
PROVIDED ADA PARKING	1 SPACES (1 VAN)	

NOTE TO CONTRACTOR
THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES (WHETHER SHOWN ON PLANS OR NOT) PRIOR TO COMMENCING CONSTRUCTION. IF FIELD CONDITIONS DIFFER SIGNIFICANTLY FROM LOCATIONS SHOWN ON THE PLANS, THE CONTRACTOR SHALL CONTACT THE PROJECT ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.

HVAC/MECHANICAL EQUIPMENT IS TO BE ROOF MOUNTED AND SCREENED ACCORDINGLY TO TOWN OF PROSPER STANDARDS

LAYOUT & DIMENSIONAL CONTROL NOTES: BOUNDARY LINES AND EASEMENT: REFER TO THE FINAL PLAT TO

VERIFY PROPERTY LINES AND EXISTING EASEMENT LOCATIONS. DIMENSION CONTROL: UNLESS NOTED OTHERWISE, ALL PAVING DIMENSIONS SHOWN ARE TO FACE OF CURB. CURB RADII: UNLESS NOTED OTHERWISE, ALL CURB RADII SHALI BE 3' AT FACE OF CURB.

BUILDING DIMENSIONS: REFERENCE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND COORDINATES PRIOR TO CONSTRUCTION. ALL COORDINATES ARE U.S. SURVEY FEET, NAD '83 SURFACE.

GRAPHIC SCALE

SITE PLAN CITY PROJECT NO. D22-0077 7 BREW COFFEE 1.127 ACRES LOT 9, BLOCK A J. HAYNES SURVEY

(INST. NO. 20190215010000670)

LANDSCAPE ARCHITEC LONDON LANDSCAPES, LLC

PO BOX 28

COLLINSVILLE, TX 76233

PH: 817-864-1957

SCALE: 1'' = 20'

TOWN OF PROSPER, DENTON COUNTY, TEXAS PREPARATION DATE: 09/20/2022

SSSS HOLDINGS, LLC 3668 JOHN HICKMAN PARKWAY, STE, 907 FRISCO, TX 75034 PH: 225-335-0333

PH: 817-488-4960

PH: 972-800-0676 CONTACT: BRANDON LAYMAN CONTACT: AMY LONDON, RLA <u>SURVEYOR</u> BARTON CHAPA SURVEYING KIRKMAN ENGINEERING, LLC 5200 STATE HIGHWAY 121 5200 STATE HIGHWAY 121 COLLEYVILLE, TX 76034 COLLEYVILLE, TX 76034

CONTACT: JONATHAN SCHINDLER, PE CONTACT: JOHN H. BARTON III, RPLS

THESE DOCUMENTS ARE FO DESIGN REVIEW ONLY ANI NOT INTENDED FOR THE PURPOSE OF CONSTRUCTION, BIDDING OR PERMIT. THEY WERE PREPARE BY, OR UNDER THE SUPERVISION O JONATHAN E. SCHINDLER P.E.# 108864 DATE: September 30, 2022

FOR REVIEW ONL



3719 PAGEANT PLACE DALLAS, TX 75244 225-335-0333

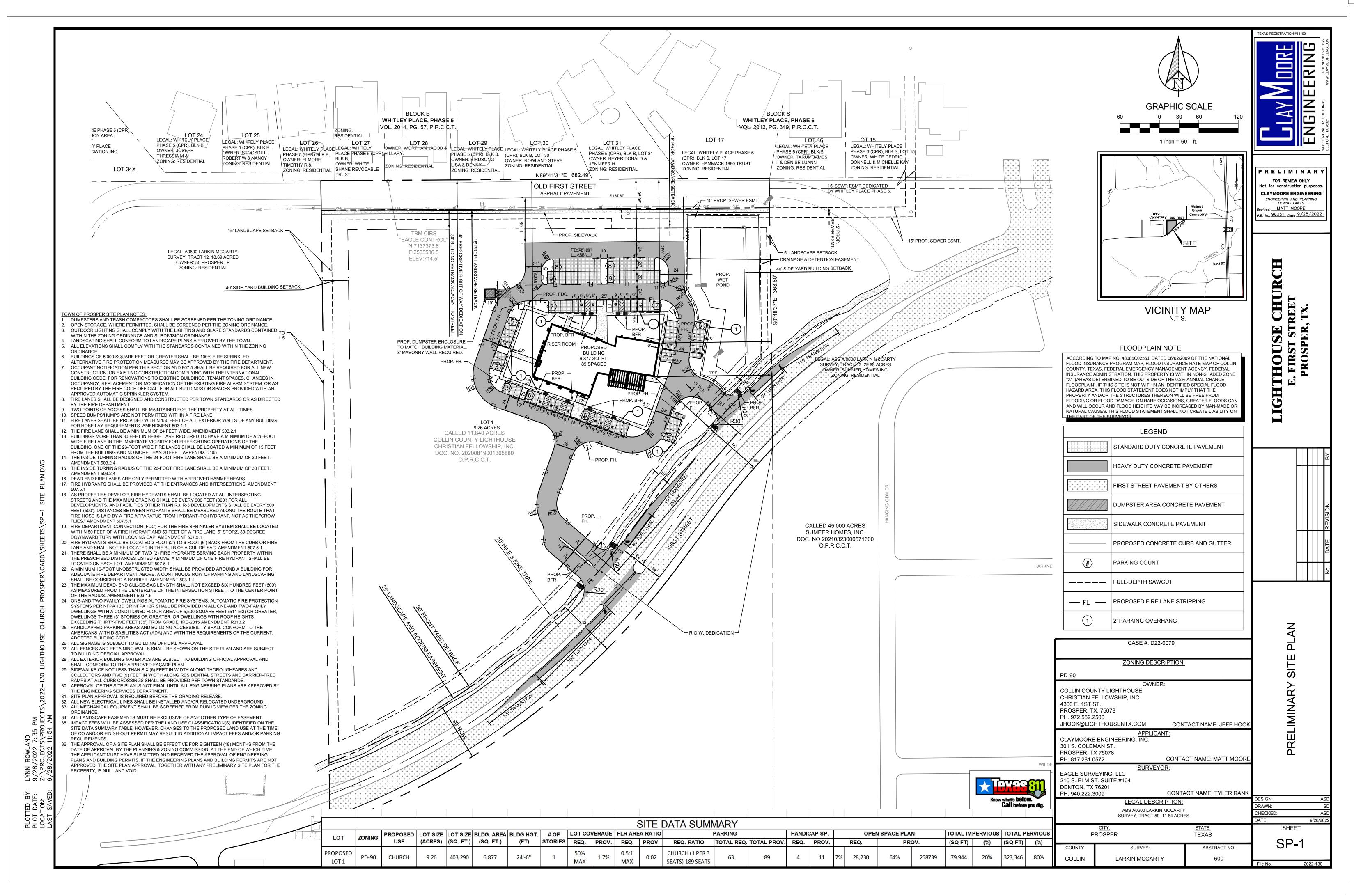
BREW

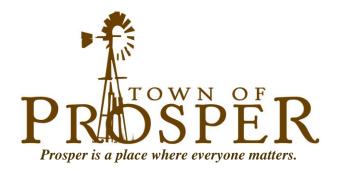
KIRKMAN ENGINEERING, LLC 5200 STATE HIGHWAY 121 COLLEYVILLE, TX 76034

TEXAS FIRM NO. 15874

JOB NUMBER: BRW22001 ISSUE DATE: DATE

SITE PLAN





FINANCE

To: Mayor and Town Council

From: Bob Scott, Executive Director of Administrative Services

Through: Ron K. Patterson, Interim Town Manager

Re: External Auditors

Town Council Meeting - October 25, 2022

Agenda Item:

Consider appointment of Weaver and Tidwell, L.L.P. for a five-year term as external auditors for the Town's annual audited financial statements for the fiscal year ending September 30, 2022, through 2026, and authorizing the Interim Town Manager to approve the annual engagement letter.

Description of Agenda Item:

With the significant turnover of Finance Department staff, Town Council authorized conversion of the final year of Pattillo, Brown & Hill, L.L.P. five-year contract into consulting services to assist staff with year-end closing and preparation of the financial statements and related schedules used in the annual audit at the September 27, 2022, Council meeting. As a result, the Town issued a Request for Proposal for Audit Services with the following firms responding:

Firm	Location	2022 Fees including Single Audit
Whitley Penn	Dallas	\$60,950
Jaramillo Accounting Group	Albuquerque	\$46,000
Eide Bailey	Abilene	\$61,000
Weaver and Tidwell	Dallas	\$60,750

A staff committee reviewed the proposals based on set criteria of Organization, Qualifications, Audit Approach, and Fees to determine two finalists for the Finance Sub-Committee to interview on October 13, 2022. Following the interviews, the Finance sub-committee recommendation is to appoint Weaver and Tidwell, L.L.P. to serve as the Town's external auditors for the fiscal years 2022-2026.

Budget Impact:

First year fees are \$60,750 with modest adjustments for inflation thereafter. This amount will be included in a budget amendment in November as the amount was not known during budget adoption.

Legal Obligations and Review:

Terrence Welch of Brown & Hoffmeister has reviewed the proposed award to form and legality.

Town Staff Recommendation:

Town staff defers to the Finance sub-committee recommendation of appointing Weaver and Tidwell, L.L.P. for a five-year term as external auditors for the Town's annual audited financial statements for the fiscal year ending September 30, 2022, through 2026, and authorizing the Interim Town Manager to approve the annual engagement letter.

Proposed Motion:

I move to appoint Weaver and Tidwell, L.L.P. for a five-year term as external auditors for the Town's annual audited financial statements for the fiscal year ending September 30, 2022, through 2026, and authorizing the Interim Town Manager to approve the annual engagement letter.



FINANCE DEPARTMENT

To: Mayor and Town Council

From: Bob Scott, Executive Director of Administrative Services

Through: Ron K. Patterson, Interim Town Manager

Re: Solid Waste Services Request

Town Council Meeting – October 25, 2022

Agenda Item:

Consider the appointment of Burns & McDonnell as the solid waste services consultant to assist the Town in the writing and issuance of a Solid Waste Services Request for Proposal (RFP), and an RFP for the purchase and distribution of Town-owned solid waste containers and authorizing the Interim Town Manager to approve the related contract for services for an amount not to exceed \$50.000.

Description of Agenda Item:

The Town's current five-year contract for solid waste services expires on January 31, 2024. With the rapid growth experienced since the last RFP, including a large amount of commercial development, it is appropriate to re-examine the structure and scope of the current contract to determine the ideal mix and frequency of solid waste services that will best meet the needs of both residential and commercial customers. With current supply chain issues and the complexity of transitioning over 10,000 customers from one solid waste services provider to another, it is necessary to begin drafting the RFP now.

Staff considered writing the RFP in-house; however, quickly determined that the complexity and rapid changes in the solid waste market requires expertise that can help the Town negotiate both incentives and penalties and other remedies that will ultimately ensure high levels of service over time. Burns & McDonnell serves a variety of North Texas Municipalities in negotiating similar contracts. They work only for municipalities and provide no consulting services to the private sector solid waste industry.

Upon appointment, staff will schedule a Council Work Session to begin developing a scope of services including the development of an RFP strategy and timeline.

Budget Impact:

With the creation of the Solid Waste Fund, it is the Town's intention to recoup all costs of solid waste services through solid waste fees. Appropriations of \$50,000 was provided in the 2023 Solid Waste budget for these consulting services.

Town Staff Recommendation:

Staff recommends the appointment of Burns & McDonnell as the solid waste services consultant to assist the Town in the writing and issuance of a Solid Waste Services Request for Proposal (RFP), and an RFP for the purchase and distribution of Town-owned solid waste containers and authorizing the Interim Town Manager to approve the related contract for services for an amount not to exceed \$50,000.

Proposed Motion:

I move to appoint Burns & McDonnell as the solid waste services consultant to assist the Town in the writing and issuance of a Solid Waste Services Request for Proposal (RFP), and an RFP for the purchase and distribution of Town-owned solid waste containers and authorizing the Interim Town Manager to approve the related contract for services for an amount not to exceed \$50,000.

PROSPER Prosper is a place where everyone matters.

TOWN SECRETARY

To: Mayor and Town Council

From: Michelle Lewis Sirianni, Town Secretary

Through: Ron K. Patterson, Interim Town Manager

Robyn Battle, Executive Director of Community Services Bob Scott, Executive Director of Administrative Services

Re: Special Districts Committee

Town Council Meeting – October 25, 2022

Agenda Item:

Consider and act upon the appointment of members to an ad hoc select committee to consider and address the continuation of the Fire Control, Prevention and Emergency Medical Services District and the Crime Control and Prevention District, and to make recommendations to the Town Council regarding the term of continuation of said Districts, and all matters incident and related thereto.

Description of Agenda Item:

In October 2017, the Town Council appointed members to a Special Purpose District Committee to provide a recommendation to the Town Council to review options on sales tax that would be collected through these districts. In December 2017, the Town Council received a recommendation from the committee to call an election to establish a Crime Control and Prevention District and a Fire Control, Prevention, and Emergency Medical Service District, with each district to receive a 0.25% dedicated sales and use tax revenue stream.

In January 2018, the Town Council approved the following: (1) Ordinance No. 18- 03 creating a Crime Control and Prevention District; (2) Ordinance No.18-04 creating a Fire Control, Prevention, and Emergency Medical Services District, with both districts funded by the elimination of the 0.50% sales and use tax for property tax relief and the reallocation of such sales and use tax by 0.25% to each specified district; (3) Resolution No. 18-05 appointing the current Special Purpose District Committee members as the temporary board of directors for the Crime Control and Prevention District; and (4) Resolution No. 18-06 appointing the current Special Purpose District Committee members as the temporary board of directors for the Fire Control, Prevention, and Emergency Medical Services District. The Town Council ordered the Special Election in February of 2018.

The voters of the May 5, 2018, Special Election approved the establishment of both Special Purpose Districts for an initial period of five (5) years.

In September 2022, Town staff received notification that the districts will be dissolved on September 30, 2023, unless the district holds a continuation or dissolution referendum prior to

said end date. At the October 11, 2022, work session, Town Council expressed their desire to ltem 21. appoint an ad hoc committee to provide a recommendation/charge on the continuation of both Special Purpose Districts.

Budget Impact:

These two revenue streams are the equivalent of twelve percent (12%) of General Fund Revenue.

Town Staff Recommendation:

Town Staff recommends the Town Council appoint seven individuals to the ad hoc Special Purpose Districts Committee.

Proposed Motion:

I move to appoint the following individuals to the ad hoc Special Purpose District Committee: