

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, FEBRUARY 2, 2026
5:00 PM**

- A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER PAMELA L. HOWETH**
- A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JANUARY 20, 2025.**

Citizen Comments

B.1. CITIZEN COMMENTS

During this meeting, the City Council welcomes public comment only on agenda items listed under the Open Meeting portion of the agenda, in accordance with Texas Government Code Section 551.007. For items not listed on the agenda, those matters may be discussed with City staff during regular business hours, or with the Mayor or any Council member by contacting them at times other than at City Council meetings.

Consent Agenda

C.1. CONSENT AGENDA

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Resolutions

D.1. RESOLUTION NO. 7618

Authorize Execution of a Contract with Anderson Fence & Custom Welding LLC for the Animal Services Security Fence and Access Control Project

D.2. * RESOLUTION NO. 7619

Authorizing The Execution Of An Encroachment Agreement With Ty Osmani For The Encroachment Of An Existing One-Story Structure Within The Platted 20' Utility Easement Along The Eastern And Southern Borders Of Lot 2 In Replat Of Part Of Lot 6 And Part Of Lot 7 Of The Plat Of The Divisional Survey For The Heirs Of J.B. Shannon Deed.

D.3. * RESOLUTION NO. 7620

Authorizing City Participation In Texpool Prime And Designating Authorized Representatives.

D.4. * RESOLUTION NO. 7621

Authorizing City Participation In The Local Government Investment Cooperative (LOGIC) Trust And Designating Authorized Representatives To Invest City Of Sherman Funds.

Other Business

E.1. OTHER BUSINESS

Discuss and Consider Approval of the Budget Calendar for Fiscal Year (FY) 2026-2027

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

E.2. OTHER BUSINESS

Receive Presentation from the Leadership Sherman's Class of 2026

E.3. * OTHER BUSINESS

Approve the Investment Reports for the Quarter Ended December 31, 2025

E.4. * OTHER BUSINESS

Repair and Rework of the Dorchester #10 Trinity Well Under Emergency Designation

E.5. * OTHER BUSINESS

Purchasing Equipment for the Spears Lift Station on Fallon Drive Under Emergency Designation through TIPS

COUNCIL COMMENTS

EXECUTIVE SESSION

In accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may hold an Executive Session if the discussion of any of the items identified in this agenda, or any of the items identified below, concern one or more of the following:

G.1. TEX. GOV'T CODE § 551.071

Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

G.2. TEX. GOV'T CODE § 551.072

Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

G.3. TEX. GOV'T CODE § 551.073

Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

G.4. TEX. GOV'T CODE § 551.074

Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing

G.5. TEX. GOV'T CODE § 551.076

Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

G.6. TEX. GOV'T CODE § 551.087

Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect.

- a. Global Wafers Foreign Trade Zone

G.7. TEX. GOV'T CODE § 551.089

Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices.

The Council reconvenes into General Session

Adjournment

Tax Payer Impact Statement

J.1. FY 2026 TAX PAYER IMPACT STATEMENT

HB 1522, effective as of September 1, 2025, requires that a notice of a meeting discussing or adopting a budget must include a taxpayer impact statement showing, for the median-valued homestead property, a comparison of the property tax bill in dollars pertaining to the property for the current fiscal year to an estimate of the property tax bill in dollars for the same property for the upcoming fiscal year if the proposed budget is adopted.

Taxpayer Impact Statement	FY2026 (Upcoming Fiscal Year	FY2026 No-New Revenue
Total tax rate (per \$100 of value	\$0.508000/\$100	\$0.619404/\$100
Median homestead taxable value	\$231,004	\$251,138
Tax on median- valued homestead	\$1,174	\$1,556

COUNCIL CALENDAR

K.1. 2026 Council Calendar

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Tuesday, January 27, 2026, on or before 11:59 p.m., and said time of posting was three business days before said meeting was convened or called to order.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

Dated this 27th day of January 2026. City of Sherman, Texas



Teri Fine, City Clerk

The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time. All agenda items are subject to final action by the City Council.

An unscheduled closed executive session may be held if the discussion of any of the above agenda items concerns the purchase, exchange, lease or value of real property; the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; the deployment or use of security personnel or equipment; or requires consultations with the City Attorney.

At the discretion of the City Council, non-agenda items under the headings of “Citizens Requests”, “Media Questions”, and “Council Concerns” may be presented to the Council for informational purposes; however, by law, the Council shall not discuss, deliberate, or vote upon such matters except that a statement of specific factual information, a recitation of existing policy, and deliberations concerning the placing of the subject on a subsequent agenda may take place.

The City Attorney has approved the Executive Session items on this agenda

PERSONS WITH DISABILITIES, WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED ASSISTANCE, ARE REQUESTED TO CONTACT THE CLERKS OFFICE AT (903) 892-7206, TWO (2) WORKING DAYS PRIOR TO THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

Mayor

Shawn C.
Teamann

Deputy Mayor

Henry Marroquin

Council Members

Henry Marroquin, Council-At-Large, PL #1
Juston Dobbs, Council-At-Large, PL #2
Clay Barnett, Council – District #1

Josh Stevenson, Council – District #2
Pamela L. Howeth, Council – District #3
Daron Holland, Council – District #4



ACTION MINUTES

The City Council of the City of Sherman held a regular meeting on Tuesday, January 20, 2025 at 5:00 P.M. in the Council Chambers at 220 W. Mulberry Street to consider the following:

The City Council meetings are Video and Audio recorded and can be viewed at:

<https://www.ci.sherman.tx.us/701/Agendas-and-Minutes>

A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

Bookmarked at 00:03:59

Mayor Teamann called the meeting to order at 5:00pm

Council Member Present:

Mayor Shawn Teamann

Deputy Mayor Henry Marroquin

Council Member Juston Dobbs

Council Member Pam Howeth

Council Member Josh Stevenson

Council Member Daron Holland

Council Member Clay Barnett

A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER JOSH STEVENSON

Bookmarked at 00:04:35

A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MONDAY, JANUARY 5, 2026

Bookmarked at 00:04:39

The City Council reviewed the minutes of Regular City Council Meeting of January 5, 2025. Motion by Council Member Holland to approve the Minutes as written. Second by Council Member Barnett. All present voted AYE.

Citizen Comments

B.1. CITIZEN COMMENTS

During this meeting, the City Council welcomes public comment only on agenda items listed under the Open Meeting portion of the agenda, in accordance with Texas Government Code Section 551.007. For items not listed on the agenda, those matters may be discussed with City staff during regular business hours, or with the Mayor or any Council member by contacting them at times other than at City Council meetings.

Bookmarked at 00:04:58

Consent Agenda

C.1. CONSENT AGENDA

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Bookmarked at 00:05:17

Council Member Barnett made a motion to approve items F.3, F. 4 and G.1 on the consent agenda. Second made by Council Member Dobbs.

VOTING AYE: TEAMANN, HOWETH, HOLLAND, STEVENSON, MARROQUIN, DOBBS AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

Public Hearing

D.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6913

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 6806 And Granting A Specific Use Permit To Allow A Hotel Or Motel In A C-1 (Retail Business) District Located At 1831 Texoma Parkway, Consisting Of 2.820 Acres, Being In The J.B. McAnair Survey, Abstract No 763, City Of Sherman, Grayson County, Texas Rash Sherman LLC (Owner), And Blue Star Surveying (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Reading - Bookmarked at 00:06:02

D.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6914

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow Contractors Or Construction Offices, Equipment Sales, Service, Rental, And Repair, With Outdoor Storage, in a C-2 (General Commercial) District / Blalock Commercial Overlay District, Located At 3405 South Highway 75, Consisting Of 2.3328 Acres, Being Part Of The Preston Kitchens Survey, Abstract No. 667, City Of Sherman, Grayson County, Highway 75 LLC (Owner); Dean Taylor (Applicant); And Mayo Wright Consultants (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00

Reading - Bookmarked at 00:06:42

D.3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6915

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow A Meeting Hall, In A C-2 (General Commercial) District Located At 5011 Texoma Parkway, Being Part Of Lot 1, Parkway Plaza Addition, City Of Sherman, Grayson County, Texas Sherman Junction Ltd (Owner); Tyler Hendon (Applicant); And David A Minton,(Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00

Reading - Bookmarked at 00:07:30

D.4. INTRODUCTION AND PUBLIC HEARING ORDINANCE NO. 6916

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 31.008 Acres Being A Part Of The Elizabeth Jones Survey, Abstract No. 6254, City Of Sherman, Grayson County, Texas, Located At 5200 Block West Houston Street And 201 Block South Friendship Road, Heretofore Zoned R-A (Residential Agricultural) District; Rezoning And Placing The Tract In The PD (Planned Development) District With A Base Zoning Of C-2 (General Commercial) District, Meyers Industrial Park/EMR Real Estate (Owner), Joshua Lincoln (Representative) And Preston Trail (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Reading - Bookmarked at 00:08:40

Close Public Hearing and Consider Adoption of Ordinances

Bookmarked at 00:09:51

D. 1. Ordinance No. 6913

Bookmarked at 00:05:17

Council Member Stevenson made a motion to table Ordinance No. 6913. Second made by Council Member Dobbs.

VOTING AYE: TEAMANN, HOWETH, HOLLAND, STEVENSON, MARROQUIN, DOBBS AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED. ITEM TABLED.

D. 2. Ordinance No. 6914

Bookmarked at 00:13:07

Council Member Barnett made a motion to approve Ordinance No. 6914. Second made by Council Member Dobbs.

VOTING AYE: TEAMANN, HOWETH, HOLLAND, STEVENSON, MARROQUIN, DOBBS AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

D. 3. Ordinance No. 6915

Bookmarked at 00:10:21

Council Member Stevenson made a motion to table Ordinance No. 6915. Second made by Council Member Holland.

VOTING AYE: TEAMANN, HOWETH, HOLLAND, STEVENSON, MARROQUIN, DOBBS AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

D.4. Ordinance No. 6916

Bookmarked at 00:12:57

Council Member Stevenson made a motion to approve Ordinance No. 6916. Second made by Council Member Barnett.

VOTING AYE: TEAMANN, HOWETH, HOLLAND, STEVENSON, MARROQUIN, DOBBS AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

Resolutions

F.1. RESOLUTION NO. 7614

Authorizing Execution of Amendment No. 1 to the Guaranteed Max Pricing (GMP) with Plyler Construction as Construction Manager-at-Risk (CMAR) for the Remodel and Addition Phase of Fire Station No. 3.

Bookmarked at 00:13:48

Council Member Stevenson made a motion to approve Resolution No. 7614. Second made by Deputy Mayor Marroquin.

VOTING AYE: TEAMANN, HOWETH, HOLLAND, STEVENSON, MARROQUIN, DOBBS AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

F.2. RESOLUTION NO. 7615

Authorizing Execution of a Professional Services Agreement with Huitt-Zollars, Inc. for the design of the Dripping Springs Water Line Project.

Bookmarked at 00:15:36

Council Member Stevenson made a motion to approve Resolution No. 7615. Second made by Council Member Dobbs.

VOTING AYE: TEAMANN, HOWETH, HOLLAND, STEVENSON, MARROQUIN AND DOBBS.

VOTING NAY: NONE.

ABSTENTION: BARNETT

MOTION CARRIED. Council Member Barnett left the room for discussion and vote.

F.3. * RESOLUTION NO. 7616

Award a Bid to & Authorizing Execution of an Agreement with Andritz Separation, Inc. for the Rental of a Skid-Mounted Sludge Thickener for the Wastewater Treatment Plant

Bookmarked at 00:05:17

Council Member Barnett made a motion to approve items F.3, F. 4 and G.1 on the consent agenda. Second made by Council Member Dobbs.

VOTING AYE: TEAMANN, HOWETH, HOLLAND, STEVENSON, MARROQUIN, DOBBS AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

F.4. * RESOLUTION NO. 7617

Authorizing the Execution of an Encroachment Agreement with Chris Vickrey and Madeline Conrad for the Encroachment of Two (2) Existing Buildings within the to-be-platted 10' Utility Easement and Right of Way along East Street in the proposed Vickrey-Conrad Addition.

Bookmarked at 00:05:17

Council Member Barnett made a motion to approve items F.3, F. 4 and G.1 on the consent agenda. Second made by Council Member Dobbs.

VOTING AYE: TEAMANN, HOWETH, HOLLAND, STEVENSON, MARROQUIN, DOBBS AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

Payment Authorization

G.1. * PAYMENT AUTHORIZATION

Authorization to pay for year two of agreement with Motorola Solutions for Body Cameras, In-Car Video Systems, and Cloud Service

Bookmarked at 00:05:17

Council Member Barnett made a motion to approve items F.3, F. 4 and G.1 on the consent agenda. Second made by Council Member Dobbs.

VOTING AYE: TEAMANN, HOWETH, HOLLAND, STEVENSON, MARROQUIN, DOBBS AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

Other Business

H.1. * OTHER BUSINESS

Receive Quarterly Progress Report from Sherman Economic Development Corporation President Kent Sharp

COUNCIL COMMENTS

Bookmarked at 00:18:30

EXECUTIVE SESSION

Bookmarked at 00:24:58

Mayor Teamann adjourns to executive session at 5:21pm

In accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may hold an Executive Session if the discussion of any of the items identified in this agenda, or any of the items identified below, concern one or more of the following:

J.1. TEX. GOV'T CODE § 551.071

Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

J.2. TEX. GOV'T CODE § 551.072

Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

J.3. TEX. GOV'T CODE § 551.073

Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

J.4. TEX. GOV'T CODE § 551.074

Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing.

- a. Main Street Advisory Board (1)

Bookmarked at 1:11:41

J.5. TEX. GOV'T CODE § 551.076

Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

J.6. TEX. GOV'T CODE § 551.087

Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect.

- a. Regional Water Planning
- b. Update on SEDCO Projects

J.7. TEX. GOV'T CODE § 551.089

Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices.

The Council Reconvenes Into General Session

Bookmarked at 01:11:31

Mayor Teamann reconvenes to general session at 6:08 pm

J.8. TEX. GOV'T CODE § 551.074

Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing.

- a. Main Street Advisory Board (1)

Bookmarked at 1:11:41

Council Member Barnett made a motion to appoint Jo Ashford to the Main street Advisory Board. Second made by Council Member Stevenson.

VOTING AYE: TEAMANN, HOWETH, HOLLAND, STEVENSON, MARROQUIN, DOBBS AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

Adjournment

Bookmarked at 1:12:06

Mayor Teamann adjourned at 6:08pm

COUNCIL CALENDAR

M.1. 2026 Council Calendar

MAYOR

CITY CLERK OR DESIGNEE



SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C.1.

Meeting Date: 2/2/2026

Prepared By:

Approved By:

Caption:

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Issue:

D. 2. * RESOLUTION NO. 7619

Authorizing The Execution Of An Encroachment Agreement With Ty Osmani For The Encroachment Of An Existing One-Story Structure Within The Platted 20' Utility Easement Along The Eastern And Southern Borders Of Lot 2 In Replat Of Part Of Lot 6 And Part Of Lot 7 Of The Plat Of The Divisional Survey For The Heirs Of J.B. Shannon Deed

D. 3. * RESOLUTION NO. 7620

Authorizing City Participation In Texpool Prime And Designating Authorized Representatives

D. 4. * RESOLUTION NO. 7621

Authorizing City Participation In The Local Government Investment Cooperative (LOGIC) Trust And Designating Authorized Representatives To Invest City Of Sherman Funds

E. 3. * OTHER BUSINESS

Approve the Investment Reports for the Quarter Ended December 31, 2025

E. 4. * OTHER BUSINESS

Repair and Rework of the Dorchester #10 Trinity Well Under Emergency Designation

E. 5. * OTHER BUSINESS

Purchasing Equipment for the Spears Lift Station on Fallon Drive Under Emergency Designation through TIPS

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. D.1.

Meeting Date: 2/2/2026

Prepared By: Nic Emmons, Assistant Police Chief

Approved By: Zachary Flores, City Manager

Caption:

RESOLUTION NO. 7618

Authorize Execution of a Contract with Anderson Fence & Custom Welding LLC for the Animal Services Security Fence and Access Control Project

Issue:

To consider awarding and authorizing execution of a contract with Anderson Fence & Custom Welding LLC of Wills Point, Texas, based upon a received quote using governmental cooperative pricing, Buyboard. Buyboard satisfies governmental rules for financial procurement.

Background:

Sherman Animal Services is requesting permission to contract with Anderson Fence and Custom Welding to construct a 6' flat top wrought iron fence and install access control systems on two vehicle gates. The project also removes several hundred feet of chain link fence, making an open public area for parking, while securing the animals and facilities.

Capital Improvement Program:

Capital Improvement Project

Origination:

Animal Services

Financial Consideration:

The total proposed cost is approximately \$111,420.00 and is funded in the 2025-2026 budget.

Staff Recommendation:

Staff recommends that the City Council award the contract to Anderson Fencing & Custom Welding of Wills Point, Texas

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7618
2. AC Fence Project
3. Anderson Fencing And Custom Welding 757-24

4. Anderson Fencing And Custom Welding 703-23

RESOLUTION NO. 7618

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH ANDERSON FENCE & CUSTOM WELDING LLC FOR THE ANIMAL SERVICES SECURITY FENCE AND ACCESS CONTROL PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That Anderson Fence & Custom Welding LLC is hereby awarded the City of Sherman's contract for the Animal Services Facility Security Fence and Access Control Project, in accordance with all bid documentation attached hereto and incorporated herein for all purpose.

SECTION 2. That the City Manager is hereby authorized and directed, subject to all contract documents being completed and approved as to form and content by the City Attorney, to execute a contract with Anderson Fence & Custom Welding LLC for the Animal Services Facility Security Fence and Access Control Project, in the same or substantially same form as the contract documents attached hereto and incorporated herein for all purposes.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 2nd day of February 2026.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
TERI FINE, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
RYAN PITTMAN, CITY ATTORNEY



Anderson Fence And Custom Welding LLC
 1107 Goodnight Blvd
 Wills Point, TX 75169-3124
 USA
 +14694741172
 andersonsg123@outlook.com
 andersoncustomfences.com

Estimate

ADDRESS

City of Sherman

ESTIMATE #	DATE	
1096	01/07/2026	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		Section One Main gate driveway enclosure			
	Removal	Removal of existing chain link fencing.	340	3.00	1,020.00
	Installation	Installation of new 6ft Flat top wrought iron.	234	55.00	12,870.00
	Installation	Installation of new 25ft sliding gate with 3inch frame	1	7,500.00	7,500.00
	Installation	Installation of new Liftmaster CSL24UL, Operator to be installed on concrete pad.	1	6,250.00	6,250.00
	Installation	Installation of new 12inch wide by 6inch deep concrete mow strip with #4 rebar	1	3,500.00	3,500.00
	Installation	Installation of new Lift master free exit saw loop	1	900.00	900.00
	Installation	Installation of new 1 inch conduit bore to building for power and comms.	234	25.00	5,850.00
	Installation	Installation of new #10 wire plugged into breaker box.	1	1,200.00	1,200.00
	Installation	Installation of new card reader for gate and long range tag reader. Long range tag reader to be installed on a powder coated pedestal.	1	7,500.00	7,500.00
	Fire chain Drop	Installation of new fire chain drop for gate.	1	750.00	750.00
	Installation	Installation of new 6 inch bollard with sleeve overs to protect card readers.	1	750.00	750.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Installation	Installation of new 48 inch egress gate with trilogy lock and mark's crash bar. This is to have card reader access also Section two East Gate	1	7,500.00	7,500.00
	Removal	Removal of existing fence	120	3.00	360.00
	Installation	Installation of new 6ft flat top wrought iron.	120	55.00	6,600.00
	Installation	Installation of new 25ft sliding gate with 3inch frame	1	7,500.00	7,500.00
	Installation	Installation of new Lift master CSL24UL, operator to be installed on a concrete pad.	1	6,250.00	6,250.00
	Installation	Installation of new 12inch wide by 6inch deep concrete mow strip with #4 rebar	1	3,500.00	3,500.00
	Installation	Installation of new Lift master free exit saw loop	1	900.00	900.00
	Installation	Installation of new 1 inch conduit bore to building for power and comms.	120	25.00	3,000.00
	Installation	Installation of new #10 wire plugged into breaker box.	1	1,200.00	1,200.00
	Installation	Installation of new card reader for gate and long range tag reader. Long range tag reader to be installed on a powder coated pedestal.	1	7,500.00	7,500.00
	Installation	Installation of new fire chain drop for gate.	1	750.00	750.00
	Installation	Installation of new 6 inch bollard with sleeve overs to protect card readers.	2	750.00	1,500.00
	Installation	Installation of new 48 inch egress gate with trilogy lock and mark's crash bar. This is to have card reader access also Section three Dog Corral	1	7,500.00	7,500.00
	Removal	Removal of existing fence	90	3.00	270.00
	Installation	Installation of new 6ft galvanized chain link fence.	30	50.00	1,500.00
	Installation	Installation of new 14t double drive chain link gates All commercial Specs LiftMaster to have 3 year limited manufacturer warranty. All powder coating to have 10 year warranty. All iron to be commercial 1 1/2 rails 3/4 pickets with rail spacing's of 3	2	3,750.00	7,500.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		15/16 Chain link to be 9 gauge core. All post to be set 3ft deep. All concrete to be 5500psi Maximizer concrete. All dirt to be picked up and spread evenly at city's liking. All crash gates have triolgy locks, self closing hinges. All hinges to be D&D hydraulic self closing. Dig test and any permits will be provided by Anderson Fencing! All materials will be provided by Anderson fencing, Labor also. NO SUBS!!!! Contractor will program all gates and card readers to be compatiable with citys existing Infinias Access Control System. Gates will have 3xLOGIC controller for the existing Infinias Access Control System. Purchasing COOP Buyboard 703-23 Buyboard 757-24 TIPS 241001 Region 7 CONSRV 2426 Region 3 RFP12008-25 City References Mount Vernon ISD Bobby Thompson 903 537 9915 Mabank ISD Dustin Clark 903-461-4415 Canton ISD Dusty Spencer 903-274-6736			

TOTAL

\$111,420.00

Accepted By

Accepted Date

Electronic Delivery

Tanner Anderson
Anderson Fencing and Custom Welding
1107 Goodnight Blvd
Wills Point, TX 75169

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 757-24, Building/Facility Maintenance Equipment and Services

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of December 1, 2024, through November 30, 2025, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 757-24 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

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

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

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at bids@buyboard.com.

Sincerely,



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



Electronic Delivery

Tanner Anderson
Anderson Fencing and Custom Welding
1107 Goodnight Blvd
Wills Point, TX 75169

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 757-24, Building/Facility Maintenance Equipment and Services

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of December 1, 2024, through November 30, 2025, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 757-24 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

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

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

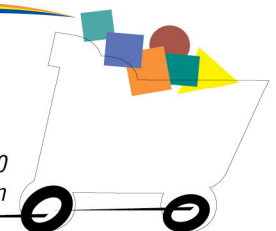
On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

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

v.02.01.2021

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





PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Building Maintenance, Repair, and Operations Products and Supplies	Proposal Due Date/Opening Date and Time July 18, 2024, at 4:00 PM
Proposal Invitation Number 756-24	Location of Proposal Opening Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term December 1, 2024, through November 30, 2025, with two possible one-year renewals.	Anticipated Cooperative Board Meeting Date October 2024

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Anderson Fencing and Custom Welding

Name of Proposing Company

7/22/24

Date

Signature of Authorized Company Official

1107 Goodnight Blvd

Street Address

Wills Point, TX 75169

City, State, Zip

Tanner Anderson

Printed Name of Authorized Company Official

469-474-1172

Telephone Number of Authorized Company Official

Owner

Position or Title of Authorized Company Official

N/A

Fax Number of Authorized Company Official

82-4170037

Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

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

An authorized representative of Proposer *must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.*

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: TA

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

FELONY CONVICTION DISCLOSURE

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

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

Please check (✓) one of the following:

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

Name of Felon(s): _____

Details of Conviction(s): _____

Initial: TA

RESIDENT/NONRESIDENT CERTIFICATION

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

Please check (✓) one of the following:

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

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

Anderson Fencing and Custom Welding

1107 Goodnight Blvd

Company Name

Address

Wills Point

TX

75169

City

State

Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☒ No

B. What is the prescribed amount or percentage? \$_____ or _____%

DEBARMENT CERTIFICATION

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

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

☒ Yes ☐ No

Initial: TA

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: TA

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

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

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

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

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

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

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

Certification Number: BMMB89162N0225

Name of Certifying Agency: NCTRCA

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

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

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

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

Initial: TA

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

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

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

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

Initial: TA

DEVIATION AND COMPLIANCE

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

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

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

Please check (✓) one of the following:

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

List and fully explain any deviations you are submitting:

Initial: TA



VENDOR CONSENT FOR NAME BRAND USE

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

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

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

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

OPT OUT:

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

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

Initial: TA

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

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

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

Please check (✓) one of the following:

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

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

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

Confidential / Proprietary Information:

(Attach additional sheets if needed.)

Initial: TA



B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

☒

NO, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐

YES, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: TA _____

EDGAR VENDOR CERTIFICATION (2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which **may** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Member Construction Contract, or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.



YES, I agree.



NO, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order, Member Construction Contract, or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.



YES, I agree.



NO, I do not agree.

Initial: TA

3. Equal Employment Opportunity:

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

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



YES, I agree.

☐ NO, I do not agree.

4. Davis-Bacon Act:

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

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

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



YES, I agree.

☐ NO, I do not agree.

5. Contract Work Hours and Safety Standards Act:

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

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



YES, I agree.

☐ NO, I do not agree.

TA
Initial: _____

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.



YES, I agree.

☐ NO, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.



YES, I agree.

☐ NO, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.



YES, I agree.

☐ NO, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).



YES, I agree.

☐ NO, I do not agree.

Initial: TA

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



YES, I agree.



NO, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.



YES, I agree.



NO, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.



YES, I agree.



NO, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.



YES, I agree.



NO, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.



YES, I agree.



NO, I do not agree.

Initial: TA



COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

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

Anderson Fencing and Custom Welding

Company Name

Signature of Authorized Company Official

Tanner Anderson, Owner

Printed Name and Title

7/22/24

Date



PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

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

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

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

VENDOR BUSINESS NAME

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

Name of Proposing Company:

Anderson Fencing and Custom Welding

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

Please check (✓) one of the following:

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

State of Incorporation (if applicable): TX

Federal Employer Identification Number: 82-4170037
(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

Anderson Fencing and Custom Welding

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

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

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

1107 Goodnight Blvd

6 City, state, and ZIP code

Wills Point, TX 75169

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

8 2 - 4 1 7 0 0 3 7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ► **1/1/24**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

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

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other	y		Region7 Consvr2324

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

CURRENT BUYBOARD VENDORS

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

Current Discount (%): 10 **Proposed Discount (%):** 10

Explanation: Highway safety- same discount.



GOVERNMENTAL REFERENCES

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

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	Mckinney ISD-	Justin Price	469-302-4284	jtprice@mckinneyisd.net	10%	
2.	Hallsville ISD-	Matt Tucker	903-241-1164	mtucker@hisd.com	10%	
3.	The Fence Lady-	Rebecca Dean	830-822-1822	rebecca.tfl1@gmail.com	10%	
4.	Wylie ISD-	Gary Barnhill	972-429-2351	gary.barnhill@wylieisd.net	10%	
5.	Big Sandy ISD-	Lucky Bolden	903-216-0862	lbolden@bigsandyisd.com	10%	

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

COMPANY PROFILE

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

Company Profile

Anderson Fencing & Custom Welding is founded in 2012.

Anderson Fencing & Custom Welding is a company that provides all kind of fencing, crash protection, controlled access for commerical and residential areas.

Anderson Fencing & Custom Welding is located at 1107 Goodnight BLVD, Wills Point, TX 75169.

Anderson Fencing & Custom Welding serves all of Texas and the rest of the United States.

The Strengths

- We are a family owned company
- We are absolutely customer oriented with having long-term relationships with customers.
- Serving them only in their interests is accepted as the corporate culture in our initiatives.
- The management team and also the employees are experienced in their area.

Products

- Crash Protection
- Fencing
- Chain Link
- Wrought Iron
- Privacy
- All Controlled Access
- Mulching(Land Clearing)

Management

Tanner Anderson
Owner
469-474-1172

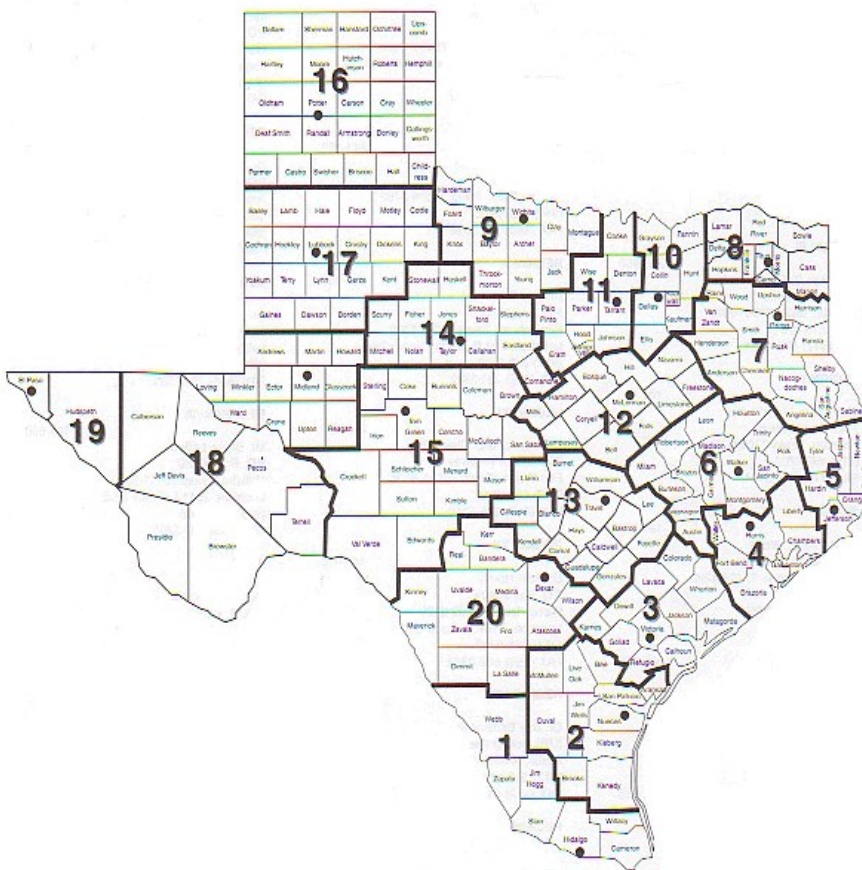
TEXAS REGIONAL SERVICE DESIGNATION

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

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

Regional Education Service Centers

Region and Headquarters



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

STATE SERVICE DESIGNATION

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

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

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

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

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

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



NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Anderson Fencing and Custom Welding

Name of Vendor

Proposal Invitation Number

Tanner Anderson

Signature of Authorized Company Official

Printed Name of Authorized Company Official

7/23/24

Date



LOCATION/AUTHORIZED SELLER LISTINGS

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

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



MANUFACTURER DEALER DESIGNATION

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

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

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

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

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

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip Code

Phone Number

Fax Number

Email address

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



PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

10 years

2. Describe Vendor's direct experience (not as a subcontractor) performing the Work proposed under this Contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Vendor's capabilities relative to this Contract.

Anderson fencing has worked directly with multiple school districts to do safety fencing and access control.

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Anderson Fencing and Custom Welding always has the owner on site of the job, plus a crew foreman.



4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act) or other applicable law (for entities outside of Texas). If you are performing Work under the Contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the Contract?

N/A

5. Describe the tasks and functions that can be completed by Vendor in-house without the use of a subcontractor or other third party.

All fencing, access control, concrete work is all done in house as Anderson Fencing does not subcontract out work.

6. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.*) Attach additional pages if necessary.

Anderson Fencing and Custom Welding will advertise of our BuyBoard contract via email, website, and estimates.

7. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Anderson Fencing & Custom Welding is a company that revenues between one and five million dollars a year. We are a 5 star rated company, we take our customer concerns and opinions as a top priority. We are fully insured with million dollar limits.



8. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No

9. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regard to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

N/A

10. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regard to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

N/A

11. Describe in detail the quality control system Vendor will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

Anderson Fencing provides a 2 year warranty on all projects.



12. If the Work will require Vendor to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

Rw Insurance

13. Describe in detail all documented safety issues, if any, that have involved Vendor in the last three years related to the type of work contemplated under this Contract.

N/A

REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

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

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

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

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

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

PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. *No paper catalogs or manufacturer/vendor websites will be accepted.*

Section I: Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **Building Supplies and Materials** (carpentry, lumber, drywall, insulation products, concrete products, and similar related items).
2. Discount (%) off catalog/pricelist for **Doors-All Types and Sizes** (metal, wooden, and similar related items).
3. Discount (%) off catalog/pricelist for **Fasteners and Hardware Products** (all types-doors, cabinets, and similar related items).
4. Discount (%) off catalog/pricelist for **Restroom/Toilet Partitions, Sinks, and Countertops** (various types).
5. Discount (%) off catalog/pricelist for **Roofing Materials and Supplies** (PRODUCTS ONLY-NO LABOR).
6. Discount (%) off catalog/pricelist for **All Types of Hand Tools and Sets**.
7. Discount (%) off catalog/pricelist for **Electrical Supplies, Materials, and Equipment**.
8. Discount (%) off catalog/pricelist for **Lamps and Ballasts** (all types-fluorescent, incandescent, quartz, HID, shatterproof, metal halide, high pressure sodium, ballasts, similar related items).
9. Discount (%) off catalog/pricelist for **Lighting Fixtures** (various types).
10. Discount (%) off catalog/pricelist for **All Types of Indoor Signage**.
11. Discount (%) off catalog/pricelist for **All Types of Solar Supplies and Equipment**.
12. Discount (%) off catalog/pricelist for **All Types of Electrical Transformers and Cabinet Supplies and Equipment**.
13. Discount (%) off catalog/pricelist for **HVAC Refrigerants and Supplies**.
14. Discount (%) off catalog/pricelist for **Paint and Paint Related Products, Supplies, and Equipment**.
15. Discount (%) off catalog/pricelist for **Plumbing Supplies, Materials, and Equipment**.
16. Discount (%) off catalog/pricelist for **Pest Control Products and Supplies**.
17. Discount (%) off catalog/pricelist for **Indoor Air (Polluted) Extraction and Filtration Products** (for use by welders, metalworkers, garage mechanics and other related trades).
18. Discount (%) off catalog/pricelist for **Welding Supplies and Equipment**.
19. Discount (%) off catalog/pricelist for **Soil/Road Chemical Base Stabilizer Products** (solvents, surfactants, acid oxidizers, and common dispersing agents).
20. Discount (%) off catalog/pricelist for **All Other Building Maintenance, Repair and Operations Products not listed** (supplies, materials, and equipment).

Section II: Installation and Repair Service

21. **Hourly Labor Rate for Installation/Repair Service of Doors, Framework, Door Hardware Equipment, Woodwork Products and Related Items -- Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
22. **Hourly Labor Rate for Installation/Repair Service of Restroom/Toilet Partitions, Sinks, Countertops and Related Items -- Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
23. **Hourly Labor Rate for Installation/Repair Service of Electrical Transformer and Cabinet Products and Related Items -- Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

Anderson Fencing And Custom Welding Information

Contact: Tanner Anderson
Address: 1107 Good Night BLVD
Wills Point, TX 75169
Phone: (469) 474-1172
Email: tanneranderson31@gmail.com

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

Tanner Anderson

Signature

Submitted at 7/25/2024 01:51:33 PM (CT)

andersonfencingcw@gmail.com

Email

Requested Attachments

Manufacturer Catalog(s) and/or Product Price list(s)

Anderson Fencing Price.pdf

REQUIRED-In Excel or PDF format, upload manufacturer catalog(s)and/or product price list(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/price list(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

BuyBoard Proposal Invitation No. 757-24, Building/Facility Maintenance Equipment and Services

Proposal-No-756-24.pdf

REQUIRED-In PDF format, upload all COMPLETED and FILLED in proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Company Profile

Company_profile.docx

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

IRS Form W-9 Request for Taxpayer Identification Number and Certification

2024 W9.pdf

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

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

No response

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

Bid Attributes

1 Federal Identification Number

Federal Identification Number

82-4170037

2 No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification

No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification

3 No Boycott Certification

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

4 No Excluded Nation or Foreign Terrorist Organization Certification

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

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

☐ Yes**5 Historically Underutilized Business Certification**

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

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 Minority Owned Business

Minority Owned Business

☒ Minority Owned Business**7 Women Owned Business**

Women Owned Business

☐ Women Owned Business**8 Service-Disabled Veteran Owned Business**

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

☐ Service-Disabled Veteran Owned Business**9 Certification Number**

Certification Number

10 Name of Certifying Agency

Certifying Agency

11 Non-MWBE/HUB

My company has NOT been certified as a MWBE/HUB

☐ Non-HUB**12 Vendor General Contact Information**

Proposal/Contract General Contact Information

1 3	Vendor Proposal/Contract Contact - First Name Vendor Proposal/Contract Contact - First Name Tanner
1 4	Vendor Proposal/Contract Contact - Last Name Vendor Proposal/Contract Contact - Last Name Anderson
1 5	Vendor Proposal/Contract Contact E-mail Address Vendor Proposal/Contract Contact E-mail Address tanneranderson31@gmail.com
1 6	Vendor Proposal/Contract Mailing Address Vendor Proposal/Contract Mailing Address 1107 Goodnight Blvd
1 7	Vendor Proposal/Contact Mailing Address - City Vendor Proposal/Contact Mailing Address - City Wills Point
1 8	Vendor Proposal/Contact Mailing Address - State Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name) TX
1 9	Vendor Proposal/Contact Mailing Address - Zip Code Vendor Proposal/Contact Mailing Address - Zip Code 75169
2 0	Vendor Proposal/Contact Phone Number Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) 4694741172
2 1	Vendor Proposal/Contact Extension Number Vendor Proposal/Contact Extension Number No response
2 2	Company Website Company Website (www.XXXXX.com) www.andersoncustomfences.com

2
3**Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

2
4**Purchase Order E-mail Address**

Purchase Order E-mail Address

2
5**Purchase Order Contact - First Name**

Purchase Order Contact - First Name

2
6**Purchase Order Contact - Last Name**

Purchase Order Contact - Last Name

2
7**Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

2
8**Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

2
9**Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

3
0**Alternate Purchase Order Contact - First Name**

Alternate Purchase Order Contact - First Name

3
1**Alternate Purchase Order Contact - Last Name**

Alternate Purchase Order Contact - Last Name

3
2**Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

33	Alternate Purchase Order Contact Extension Number Alternate Purchase Order Contact Extension Number No response
34	Purchase Orders Contact Information All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. Please select options below for receipt of Purchase Orders and provide the requested information: Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract. Yes
35	Request for Quotes (RFQ) Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:
36	Request for Quote (RFQ) E-mail Address Request for Quote (RFQ) E-mail Address tanneranderson31@gmail.com
37	Request for Quote (RFQ) Contact - First Name Request for Quote (RFQ) Contact - First Name Tanner
38	Request for Quote (RFQ) Contact - Last Name Request for Quote (RFQ) Contact - Last Name Anderson
39	Request for Quote (RFQ) Contact Phone Number Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) 4694741172
40	Request for Quote (RFQ) Contact Extension Number Request for Quote (RFQ) Contact Extension Number No response
41	Alternate Request for Quote (RFQ) E-mail Address Alternate Request for Quote (RFQ) E-mail Address No response
42	Alternate Request for Quote (RFQ) Contact - First Name Alternate Request for Quote (RFQ) Contact - First Name No response

4 3	Alternate Request for Quote (RFQ) Contact - Last Name Alternate Request for Quote (RFQ) Contact - Last Name No response
4 4	Alternate Request for Quote (RFQ) Contact Phone Number Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) No response
4 5	Alternate Request for Quote (RFQ) Contact Extension Number Alternate Request for Quote (RFQ) Contact Extension Number No response
4 6	Invoices Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.
4 7	Invoices Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information: (a) Service fee invoices and related communications should be provided directly to my company at: or (b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent: <i>If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.</i> Service fee invoices and notices direct to company
4 8	Invoice Company Name Invoice Company Name Anderson Fencing and Custom Welding
4 9	Invoice Company Department Name Invoice Company Department Name Accounts payable
5 0	Invoice Contact - First Name Invoice Contact - First Name Raylie
5 1	Invoice Contact - Last Name Invoice Contact - Last Name Travis

52	Invoice Mailing Address Invoice Mailing Address (P.O. Box or Street Address) 1107 Goodnight Blvd
53	Invoice Mailing Address - City Invoice Mailing Address - City Wills Point
54	Invoice Mailing Address - State Invoice Mailing Address - State (Abbreviate State Name) TX
55	Invoice Mailing Address - Zip Code Invoice Mailing Address (Zip Code) 75169
56	Invoice Contact Phone Number Invoice Contact Phone Number (xxx-xxx-xxxx) 9033850494
57	Invoice Contact Extension Number Invoice Contact Extension Number No response
58	Invoice Contact Fax Number Invoice Contact Fax Number (xxx-xxx-xxxx) No response
59	Invoice Contact E-mail Address Invoice Contact E-mail andersonfencingcw@gmail.com
60	Invoice Contact Alternate E-mail Address Invoice Contact Alternate E-mail Address No response
61	Billing Agent Company Name Billing Agent Company Name No response
62	Billing Agent Department Name Billing Agent Department Name No response
63	Billing Agent Contact - First Name Billing Agent Contact - First Name No response

64	Billing Agent Contact - Last Name Billing Agent Contact - Last Name No response
65	Billing Agent Mailing Address Billing Agent Mailing Address (P.O. Box or Street Address) No response
66	Billing Agent Mailing Address - City Billing Agent Mailing Address - City No response
67	Billing Agent Mailing Address - State Billing Agent Mailing Address - State (Abbreviate State Name) No response
68	Billing Agent Mailing Address - Zip Code Billing Agent Mailing Address - Zip Code No response
69	Billing Agent Contact Phone Number Billing Agent Contact Phone Number (xxx-xxx-xxxx) No response
70	Billing Agent Contact Extension Number Billing Agent Contact Extension Number No response
71	Billing Agent Fax Number Billing Agent Fax Number No response
72	Billing Agent Contact E-mail Address Billing Agent Contact E-mail Address No response
73	Billing Agent Alternative E-mail Address Billing Agent Alternative E-mail Address No response
74	Shipping Via Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other Company Truck

7 5	Payment Terms <i>Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).</i> Net 30 terms.
7 6	Vendor's Internal/Assigned Reference/Quote Number Vendor's Internal/Assigned Reference/Quote Number No response
7 7	State or Attach Return Policy Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative. No response
7 8	Electronic Payments Are electronic payments acceptable to your company? Yes
7 9	Credit Card Payments Are credit card payments acceptable to your company? Yes
8 0	Texas Regional Service Designation Texas Regional Service Designation - Refer to Form in Proposal Invitation The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you must indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <i>By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.</i> Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.
8 1	Company Name Company Name Anderson Fencing&Custom Weld
8 2	Texas Regional Service Designation Select only one of the following options. If you select "I will NOT serve all Regions of Texas", you must then check the individual Regions you wish to serve. I will serve all Regions of Texas
8 3	Region 1 Region 1 - Edinburg ☐ Region 1

84	Region 2 Region 2 - Corpus Christi ☐ <i>Region 2</i>
85	Region 3 Region 3 - Victoria ☐ <i>Region 3</i>
86	Region 4 Region 4 - Houston ☐ <i>Region 4</i>
87	Region 5 Region 5 - Beaumont ☐ <i>Region 5</i>
88	Region 6 Region 6 - Huntsville ☐ <i>Region 6</i>
89	Region 7 Region 7 - Kilgore ☐ <i>Region 7</i>
90	Region 8 Region 8 - Mount Pleasant ☐ <i>Region 8</i>
91	Region 9 Region 9 - Wichita Falls ☐ <i>Region 9</i>
92	Region 10 Region 10 - Richardson ☐ <i>Region 10</i>
93	Region 11 Region 11 - Fort Worth ☐ <i>Region 11</i>
94	Region 12 Region 12 - Waco ☐ <i>Region 12</i>
95	Region 13 Region 13 - Austin ☐ <i>Region 13</i>

96	Region 14 Region 14 - Abilene ☐ Region 14
97	Region 15 Region 15 - San Angelo ☐ Region 15
98	Region 16 Region 16 - Amarillo ☐ Region 16
99	Region 17 Region 17 - Lubbock ☐ Region 17
100	Region 18 Region 18 - Midland ☐ Region 18
101	Region 19 Region 19 - El Paso ☐ Region 19
102	Region 20 Region 20 - San Antonio ☐ Region 20
103	State Service Designation State Service Designation - Refer to Form in Proposal Invitation. As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. <i>(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.</i> If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <i>By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.</i>
104	Company Name Company Name Anderson Fencing&Custom Weld

105	State Service Designation Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve. I will serve all states in the United States
106	Alabama Alabama ☐ <i>Alabama</i>
107	Alaska Alaska ☐ <i>Alaska</i>
108	Arizona Arizona ☐ <i>Arizona</i>
109	Arkansas Arkansas ☐ <i>Arkansas</i>
110	California California (Public Contract Code 20118 & 20652) ☐ <i>California</i>
111	Colorado Colorado ☐ <i>Colorado</i>
112	Connecticut Connecticut ☐ <i>Connecticut</i>
113	Delaware Delaware ☐ <i>Delaware</i>
114	District of Columbia District of Columbia ☐ <i>District of Columbia</i>
115	Florida Florida ☐ <i>Florida</i>
116	Georgia Georgia ☐ <i>Georgia</i>

1 1 7	Hawaii Hawaii ☐ <i>Hawaii</i>
1 1 8	Idaho Idaho ☐ <i>Idaho</i>
1 1 9	Illinois Illinois ☐ <i>Illinois</i>
1 2 0	Indiana Indiana ☐ <i>Indiana</i>
1 2 1	Iowa Iowa ☐ <i>Iowa</i>
1 2 2	Kansas Kansas ☐ <i>Kansas</i>
1 2 3	Kentucky Kentucky ☐ <i>Kentucky</i>
1 2 4	Louisiana Louisiana ☐ <i>Louisiana</i>
1 2 5	Maine Maine ☐ <i>Maine</i>
1 2 6	Maryland Maryland ☐ <i>Maryland</i>
1 2 7	Massachusetts Massachusetts ☐ <i>Massachusetts</i>
1 2 8	Michigan Michigan ☐ <i>Michigan</i>

1 2 9	Minnesota Minnesota ☐ <i>Minnesota</i>
1 3 0	Mississippi Mississippi ☐ <i>Mississippi</i>
1 3 1	Missouri Missouri ☐ <i>Missouri</i>
1 3 2	Montana Montana ☐ <i>Montana</i>
1 3 3	Nebraska Nebraska ☐ <i>Nebraska</i>
1 3 4	Nevada Nevada ☐ <i>Nevada</i>
1 3 5	New Hampshire New Hampshire ☐ <i>New Hampshire</i>
1 3 6	New Jersey New Jersey ☐ <i>New Jersey</i>
1 3 7	New Mexico New Mexico ☐ <i>New Mexico</i>
1 3 8	New York New York ☐ <i>New York</i>
1 3 9	North Carolina North Carolina ☐ <i>North Carolina</i>
1 4 0	North Dakota North Dakota ☐ <i>North Dakota</i>

1 4 1	Ohio Ohio ☐ <i>Ohio</i>
1 4 2	Oklahoma Oklahoma ☐ <i>Oklahoma</i>
1 4 3	Oregon Oregon ☐ <i>Oregon</i>
1 4 4	Pennsylvania Pennsylvania ☐ <i>Pennsylvania</i>
1 4 5	Rhode Island Rhode Island ☐ <i>Rhode Island</i>
1 4 6	South Carolina South Carolina ☐ <i>South Carolina</i>
1 4 7	South Dakota South Dakota ☐ <i>South Dakota</i>
1 4 8	Tennessee Tennessee ☐ <i>Tennessee</i>
1 4 9	Texas Texas ☐ <i>Texas</i>
1 5 0	Utah Utah ☐ <i>Utah</i>
1 5 1	Vermont Vermont ☐ <i>Vermont</i>
1 5 2	Virginia Virginia ☐ <i>Virginia</i>

1 5 3	Washington Washington ☐ <i>Washington</i>
1 5 4	West Virginia West Virginia ☐ <i>West Virginia</i>
1 5 5	Wisconsin Wisconsin ☐ <i>Wisconsin</i>
1 5 6	Wyoming Wyoming ☐ <i>Wyoming</i>

Bid Lines

1	<u>Section I: Building/Facility Equipment, Products, and Supplies</u> Discount (%) off catalog/price list for Boiler Equipment and Supplies. Catalog/Price list MUST be included or proposal will not be considered. No Bid Item Notes: PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted. Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered: • Select "Add Alternate" for each additional manufacturer product line and/or catalog/price list proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed Item Attributes 1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". No response
---	---

2 Section I: Building/Facility Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Building Entryway Awnings, Canopies, and Related Accessories** (all types of material metal, fabric, and similar related materials). **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

3 Section I: Building/Facility Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Commercial Building Glass and Other Glass Materials and Supplies**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

4

Section I: Building/Facility Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Elevator Equipment and Supplies**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

5

Section I: Building/Facility Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Escalator Equipment and Supplies**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

6 Section I: Building/Facility Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Energy and Water Monitoring Products** (all types). **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

7 Section I: Building/Facility Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Fencing Materials and Supplies**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Anderson Fencing Price List

8 Section I: Building/Facility Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Material Handling and Storage Equipment and Supplies** (forklifts, warehouse storage systems, pallet jacks, similar related items). **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

9 Section I: Building/Facility Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Parking Lot Striping Equipment, Supplies and Materials.** **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
0

Section I: Building/Facility Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Power Generating Equipment** (all types: electric/gas/diesel/back up on-site). **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
1

Section I: Building/Facility Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Power Washing Equipment and Materials**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
2**Section I: Building/Facility Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Overhead Doors-All Types and Sizes** (metal, wooden, similar related items). **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
3**Section II: Installation and Repair Service**

Hourly Labor Rate for Installation/Repair Service of Installation/Repair Service of Boiler Equipment and Products and Related Items - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid1
4**Section II: Installation and Repair Service**

Hourly Labor Rate for Installation/Repair Service of Building Entryway Awnings, Canopies, and Related Items - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid1
5**Section II: Installation and Repair Service**

Hourly Labor Rate for Installation/Repair Service of Commercial Building Glass and Related Items - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid1
6**Section II: Installation and Repair Service**

Hourly Labor Rate for Installation/Repair Service of Elevator Equipment, Products, and Related Items - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid1
7**Section II: Installation and Repair Service**

Hourly Labor Rate for Installation/Repair Service of Escalator Equipment, Products, and Related Items - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

1 8	Section II: Installation and Repair Service Hourly Labor Rate for Installation/Repair Service of Energy and Water Monitoring, Products, and Related Items - <u>Not to Exceed</u> hourly labor rate for Installation/Repair Service of Equipment and Products. Quantity: <u> 1 </u> UOM: <u>Hourly Labor Rate</u>	No Bid
1 9	Section II: Installation and Repair Service Hourly Labor Rate for Installation/Repair Service of Fencing Products and Related Items - <u>Not to Exceed</u> hourly labor rate for Installation/Repair Service of Equipment and Products. Quantity: <u> 1 </u> UOM: <u>Hourly Labor Rate</u> Price: \$65.00 Total: \$65.00	
2 0	Section II: Installation and Repair Service Hourly Labor Rate for Installation/Repair Service of Material Handling and Storage Equipment, Products, and Related Items - <u>Not to Exceed</u> hourly labor rate for Installation/Repair Service of Equipment and Products. Quantity: <u> 1 </u> UOM: <u>Hourly Labor Rate</u>	No Bid
2 1	Section II: Installation and Repair Service Hourly Labor Rate for Installation/Repair Service of Parking Lot Striping Equipment and/or Services and Related Items - <u>Not to Exceed</u> hourly labor rate for Installation/Repair Service of Equipment and Products. Quantity: <u> 1 </u> UOM: <u>Hourly Labor Rate</u>	No Bid
2 2	Section II: Installation and Repair Service Hourly Labor Rate for Installation/Repair Service of Power Generating Equipment, Products, and Related Items - <u>Not to Exceed</u> hourly labor rate for Installation/Repair Service of Equipment and Products. Quantity: <u> 1 </u> UOM: <u>Hourly Labor Rate</u>	No Bid
2 3	Section II: Installation and Repair Service Hourly Labor Rate for Installation/Repair Service of Power Washing Equipment and/or Services and Related Items - <u>Not to Exceed</u> hourly labor rate for Installation/Repair Service of Equipment and Products. Quantity: <u> 1 </u> UOM: <u>Hourly Labor Rate</u>	No Bid
2 4	Section II: Installation and Repair Service Hourly Labor Rate for Installation/Repair Service of Overhead Door Equipment, Products and Related Items - <u>Not to Exceed</u> hourly labor rate for Installation/Repair Service of Equipment and Products. Quantity: <u> 1 </u> UOM: <u>Hourly Labor Rate</u>	No Bid

Response Total: \$65.00



April 17, 2023

Sent Via Email: tanneranderson31@gmail.com

Tanner Anderson
Anderson Fencing And Custom Welding
1107 Goodnight BLVD
Wills Point, TX 75169

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 703-23, Highway Safety and Traffic Control Products

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

To review the items your company has been awarded, please review Proposal Tabulation No. 703-23 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

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

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

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

Sincerely,

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



April 17, 2023

Sent Via Email: tanneranderson31@gmail.com

Tanner Anderson
Anderson Fencing And Custom Welding
1107 Goodnight BLVD
Wills Point, TX 75169

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 703-23, Highway Safety and Traffic Control Products

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

To review the items your company has been awarded, please review Proposal Tabulation No. 703-23 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

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

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

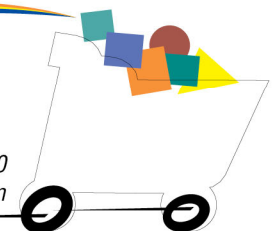
On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at 800-695-2919.

Sincerely,

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

v.02.01.2021

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





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

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Highway Safety and Traffic Control Products

Proposal Due Date/Opening Date and Time:
January 19, 2023, at 4:00 PM

Proposal Invitation Number: 703-23

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

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

Anticipated Cooperative Board Meeting Date:
April 2023

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Anderson Fencing & Custom Welding

Name of Proposing Company

1107 Goodnight BLVD

Street Address

Wills Point, TX, 75169

City, State, Zip

469-474-1172

Telephone Number of Authorized Company Official

Fax Number of Authorized Company Official

1/6/23

Date

Signature of Authorized Company Official

Tanner Anderson

Printed Name of Authorized Company Official

Owner

Position or Title of Authorized Company Official

82-4170037

Federal ID Number



PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

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

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: TA



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

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

FELONY CONVICTION DISCLOSURE

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

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

Please check (✓) one of the following:

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

Name of Felon(s): _____

Details of Conviction(s): _____

Initial: TA



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

RESIDENT /NONRESIDENT CERTIFICATION

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

Please check (✓) one of the following:

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

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

Company Name

Address

City

State

Zip Code

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

DEBARMENT CERTIFICATION

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

VENDOR EMPLOYMENT CERTIFICATION

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

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

Please check (✓) one of the following:

- ☐ Yes ☒ No

Initial: TA



NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: TA



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

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

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

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

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

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

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

Certification Number: _____

Name of Certifying Agency: _____

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

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

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

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

Initial: TA



CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

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

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

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

Initial: TA



DEVIATION AND COMPLIANCE

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

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

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

Please check (✓) one of the following:

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

List and fully explain any deviations you are submitting:

Initial: TA



VENDOR CONSENT FOR NAME BRAND USE

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

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

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

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

OPT OUT:

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

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

Initial: TA



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

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

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

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

Please check (✓) one of the following:

☒

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

☐

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

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

Confidential / Proprietary Information:

(Attach additional sheets if needed.)

Initial: TA



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

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

☒

NO, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐

YES, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: TA



EDGAR VENDOR CERTIFICATION **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which **may** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.



YES, I agree.

☐ **NO, I do not agree.**

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.



YES, I agree.

☐ **NO, I do not agree.**

Initial: TA



3. Equal Employment Opportunity:

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

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



YES, I agree.

☐ NO, I do not agree.

4. Davis-Bacon Act:

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

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

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



YES, I agree.

☐ NO, I do not agree.

5. Contract Work Hours and Safety Standards Act:

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

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



YES, I agree.

☐ NO, I do not agree.

Initial: TA



6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: TA



10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: JA



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

COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

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

Anderson Fencing & Custom Welding

Company Name

Signature of Authorized Company Official

Tanner Anderson, Owner

Printed Name and Title

1/6/23

Date



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

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

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

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

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

VENDOR BUSINESS NAME

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

Name of Proposing Company: Anderson Fencing & Custom Welding

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

Please check (✓) one of the following:

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

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 82-4170037
*(Vendor must include a completed **IRS W-9** form with their Proposal)*

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Anderson Fencing & Custom Welding



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

VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

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

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other	Y		

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

CURRENT BUYBOARD VENDORS

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

Current Discount (%): _____

Proposed Discount (%): _____

Explanation: _____



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

GOVERNMENTAL REFERENCES

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

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

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

COMPANY PROFILE

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

Company Profile

Anderson Fencing & Custom Welding is founded in 2012.

Anderson Fencing & Custom Welding is a company that provides all kind of fencing, crash protection, controlled access for commercial and residential areas.

Anderson Fencing & Custom Welding is located at 1107 Goodnight BLVD, Wills Point, TX 75169.

Anderson Fencing & Custom Welding serves all of Texas and the rest of the United States.

The Strengths

- We are a family owned company
- We are absolutely customer oriented with having long-term relationships with customers.
- Serving them only in their interests is accepted as the corporate culture in our initiatives.
- The management team and also the employees are experienced in their area.

Products

- Crash Protection
- Guardrails
- Bollards
- Guard cable
- Fencing
- Chain Link
- Wrought Iron
- Privacy
- All Controlled Access
- Mulching(Land Clearing)

Management

Tanner Anderson
Owner
469-474-1172

TEXAS REGIONAL SERVICE DESIGNATION

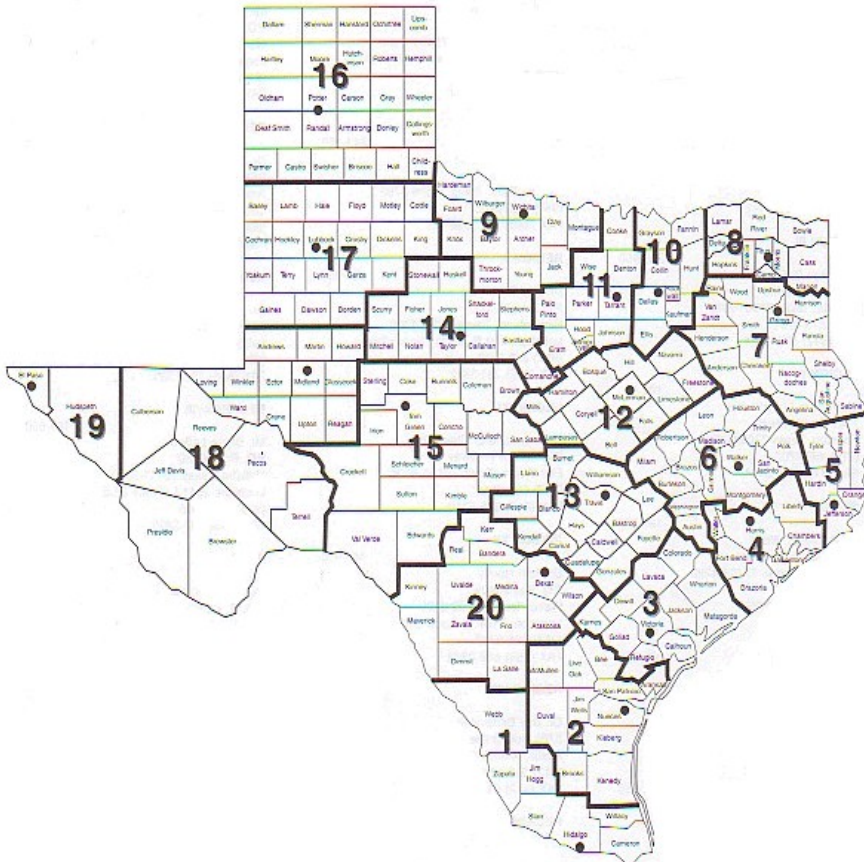
This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

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

Regional Education Service Centers

Region and Headquarters

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





STATE SERVICE DESIGNATION

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

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

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

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

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

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



NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Anderson Fencing & Custom Welding

Name of Vendor

Signature of Authorized Company Official

703-23

Proposal Invitation Number

Tanner Anderson

Printed Name of Authorized Company Official

1/6/23

Date



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

LOCATION / AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract.

If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

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



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

MANUFACTURER DEALER DESIGNATION

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

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

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

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

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

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

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



PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

10 years

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.*) Attach additional pages if necessary.

Anderson Fencing & Custom Welding will advertise that we are a member of
Buyboard cooperative. We will also suggest to our customers about
other Buyboard vendors.



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

4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Anderson Fencing & Custom Welding is a company that revenues between one and five million dollars a year. We are a 5 star rated company, we take our customer concerns and opinions as a top priority. We are fully insured with million dollar limits.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

N/A

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

N/A



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

VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: Anderson Fencing & Custom Welding

Signature of Vendor Authorized Representative

Printed Name: Tanner Anderson

Title: Owner

Date: 1/6/23

(For Cooperative Administrator Use Only)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____



REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

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

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

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

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

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



PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Section I: Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **Highway Safety Products, Supplies, and Equipment.**
2. Discount (%) off catalog/pricelist for **Traffic Control Products, Supplies, and Equipment.**
3. Discount (%) off catalog/pricelist for **Pavement Marking Supplies and Equipment.**
4. Discount (%) off catalog/pricelist for **Delineation Products and Object Markers.**
5. Discount (%) off catalog/pricelist for **Road Signs, Posts, and Hardware.**
6. Discount (%) off catalog/pricelist for **Fire Hydrants and Accessories.**
7. Discount (%) off catalog/pricelist for **Wheel Wash Systems** (In Ground) and (Above Ground).
8. Discount (%) off catalog/pricelist for **Locking Systems for Highway/Safety Products** (storm sewer grate, traffic signal cabinet, man-hole cover, and other related locking systems).
9. Discount (%) off catalog/pricelist for **Animal Cages, Traps, and Accessories for Roads and Highways.**
10. Discount (%) off catalog/pricelist for **Herbicides and Weed Control Products for Roads and Highways.**
11. Discount (%) off catalog/pricelist for **Oil and Hazardous Material Spill Remediation Products and Supplies.**
12. Discount (%) off catalog/pricelist for **RENTAL of Highway Safety and Traffic Control Products and Equipment** (Rental Rate Sheet shall be submitted with Proposal response or Proposal will not be considered).
13. Discount (%) off catalog/pricelist for **All Other Related Highway Safety and Traffic Control Products.**
14. Discount (%) off catalog/pricelist for **Maintenance/Warranty Agreements for Highway Safety and Traffic Control Equipment and Systems.**

Section II: Installation and Repair Service

15. **Hourly Labor Rate for Installation/Repair Service of Highway Safety and Traffic Control Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
16. **Hourly Labor Rate for Weed Control Service for Roads and Highways** - Not to Exceed hourly labor rate for Weed Control Service of Roads and Highways.



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

THE LOCAL GOVERNMENT PURCHASING COOPERATIVE ADDENDUM No. 1

Proposal Invitation No. 703-23 Highway Safety and Traffic Control Products

The following addenda are issued to Proposal Invitation 703-23, Highway Safety and Traffic Control Products, and shall become a permanent part of the Proposal Invitation document:

ADDENDUM TO PROPOSAL SPECIFICATIONS

The proposal specification summary has been updated. The following proposal specification line has been added as listed below. This line item has been updated in the electronic proposal submission system and in the Proposal Specification Summary.

11. Discount (%) off catalog/pricelist for **Road Maintenance Products for Dust Control, Anti-icing/Deicing, and Stabilization** (granular, liquid, and/or chemical based).

Please sign and return one copy of this Addendum with your proposal as verification of your receipt and compliance with the information contained in this Addendum.

Company Name: _____

Address: _____

Signature of Authorized
Company Official: _____

A handwritten signature in black ink, consisting of a large, stylized 'O' followed by a cursive flourish.

Title: Owner

Telephone Number: 469-474-1172

Date: 1/6/23

Anderson Fencing And Custom Welding Information

Contact: Tanner Anderson
Address: 1107 Good Night BLVD
Wills Point, TX 75169
Phone: (469) 474-1172
Email: tanneranderson31@gmail.com

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

Tanner Anderson

Signature

Submitted at 1/10/2023 08:00:26 AM (CT)

andersonfencingcw@gmail.com

Email

Requested Attachments

BuyBoard Proposal Invitation No. 703-23 Highway Safety and Traffic Control Products proposal-no-703-23.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist

Price list.pdf

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Addendum No. 1

addendum-no-1-for-703-23.pdf

REQUIRED - In PDF format, upload addendum document available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

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

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

Company Profile

Company profile.docx

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

IRS Form W-9 Request for Taxpayer Identification Number and Certification W9 Anderson fencing.pdf

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

Bid Attributes

1 Federal Identification Number

Federal Identification Number

82-4170037

2 HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

3 No Israel Boycott Certification

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

4 No Excluded Nation or Foreign Terrorist Organization Certification

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

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

Yes

5 MWBE/HUB Status Certification

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

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 Minority Owned Business

Minority Owned Business

☐ *Minority Owned Business (Yes)*

7	Women Owned Business Women Owned Business ☐ <i>Women Owned Business (Yes)</i>
8	Service-Disabled Veteran Owned Business Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense) ☐ <i>Service-Disabled Veteran Owned Business (Yes)</i>
9	Certification Number Certification Number No response
10	Name of Certifying Agency Certifying Agency No response
11	Non-MWBE/HUB My company has NOT been certified as a MWBE/HUB ☒ Non-HUB (Yes)
12	Vendor General Contact Information Proposal/Contract General Contact Information
13	Vendor Proposal/Contract Contact Name Vendor Proposal/Contract Contact Name Anderson Fencing & Custom Welding
14	Vendor Proposal/Contract Contact E-mail Address Vendor Proposal/Contract Contact E-mail Address tanneranderson31@gmail.com
15	Vendor Proposal/Contract Mailing Address Vendor Proposal/Contract Mailing Address 1107 Goodnight BLVD
16	Vendor Proposal/Contract Mailing Address - City Vendor Proposal/Contract Mailing Address - City Wills Point
17	Vendor Proposal/Contract Mailing Address - State Vendor Proposal/Contract Mailing Address - State (Abbreviate State Name) TX
18	Vendor Proposal/Contract Mailing Address - Zip Code Vendor Proposal/Contract Mailing Address - Zip Code 75169

19	Vendor Proposal/Contact Phone Number Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) 469-474-1172
20	Vendor Proposal/Contact Extension Number Vendor Proposal/Contact Extension Number No response
21	Company Website Company Website (www.XXXXX.com) www.andersoncustomfences.com
22	Purchase Orders Contact Information All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. Please select options below for receipt of Purchase Orders and provide the requested information: I will use the internet to receive Purchase Orders at the following address Yes
23	Purchase Order E-mail Address Purchase Order E-mail Address tanneranderson31@gmail.com
24	Purchase Order Contact Name Purchase Order Contact Name Tanner Anderson
25	Purchase Order Contact Phone Number Purchase Order Contact Phone Number (xxx-xxx-xxxx) 469-474-1172
26	Purchase Order Contact Extension Number Purchase Order Contact Extension Number No response
27	Alternate Purchase Order E-mail Address Alternate Purchase Order E-mail Address No response
28	Alternate Purchase Order Contact Name Alternate Purchase Order Contact Name No response

29	Alternate Purchase Order Contact Phone Number Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx) No response
30	Alternate Purchase Order Contact Extension Number Alternate Purchase Order Contact Extension Number No response
31	Purchase Orders Contact Information All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. Please select options below for receipt of Purchase Orders and provide the requested information: Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract. Yes
32	Request for Quotes (RFQs) Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:
33	Request for Quote (RFQ) E-mail Address Request for Quote (RFQ) E-mail Address tanneranderson31@gmail.com
34	Request for Quote (RFQ) Contact Name Request for Quote (RFQ) Contact Name Tanner Anderson
35	Request for Quote (RFQ) Contact Phone Number Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) 469-474-1172
36	Request for Quote (RFQ) Contact Extension Number Request for Quote (RFQ) Contact Extension Number No response
37	Alternate Request for Quote (RFQ) E-mail Address Alternate Request for Quote (RFQ) E-mail Address No response
38	Alternate Request for Quote (RFQ) Contact Name Alternate Request for Quote (RFQ) Contact Name No response

39	Alternate Request for Quote (RFQ) Contact Phone Number Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) No response
40	Alternate Request for Quote (RFQ) Contact Extension Number Alternate Request for Quote (RFQ) Contact Extension Number No response
41	Invoices Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.
42	Invoices Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information: (a) Service fee invoices and related communications should be provided directly to my company at: or (b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent: <i>If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.</i> Service fee invoices and notices direct to company
43	Invoice Company Name Invoice Company Name Anderson Fencing & Custom Welding
44	Invoice Company Department Name Invoice Company Department Name Owner
45	Invoice Contact Name Invoice Contact Name Tanner Anderson
46	Invoice Mailing Address Invoice Mailing Address (P.O. Box or Street Address) 1107 Goodnight BLVD
47	Invoice Mailing Address - City Invoice Mailing Address - City Wills Point

48	Invoice Mailing Address - State Invoice Mailing Address - State (Abbreviate State Name) TX
49	Invoice Mailing Address - Zip Code Invoice Mailing Address (Zip Code) 75169
50	Invoice Contact Phone Number Invoice Contact Phone Number (xxx-xxx-xxxx) 469-474-1172
51	Invoice Contact Extension Number Invoice Contact Extension Number No response
52	Invoice Contact Fax Number Invoice Contact Fax Number (xxx-xxx-xxxx) No response
53	Invoice Contact E-mail Address Invoice Contact E-mail tanneranderson31@gmail.com
54	Invoice Contact Alternate E-mail Address Invoice Contact Alternate E-mail Address No response
55	Billing Agent Company Name Billing Agent Company Name No response
56	Billing Agent Department Name Billing Agent Department Name No response
57	Billing Agent Contact Name Billing Agent Contact Name No response
58	Billing Agent Mailing Address Billing Agent Mailing Address (P.O. Box or Street Address) No response
59	Billing Agent Mailing Address - City Billing Agent Mailing Address - City No response

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

7 1	Electronic Payments Are electronic payments acceptable to your company? Yes
7 2	Credit Card Payments Are credit card payments acceptable to your company? Yes
7 3	Texas Regional Service Designation Texas Regional Service Designation - Refer to Form in Proposal Invitation The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you must indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <i>By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.</i> Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.
7 4	Company Name Company Name Anderson Fencing & Custom Weld
7 5	Texas Regional Service Designation Select only one of the following options. If you select "I will NOT serve all Regions of Texas", you must then check the individual Regions you wish to serve. All Regions
7 6	Region 1 Region 1 - Edinburg ☐ <i>Region 1 (1)</i>
7 7	Region 2 Region 2 - Corpus Christi ☐ <i>Region 2 (2)</i>
7 8	Region 3 Region 3 - Victoria ☐ <i>Region 3 (3)</i>
7 9	Region 4 Region 4 - Houston ☐ <i>Region 4 (4)</i>
8 0	Region 5 Region 5 - Beaumont ☐ <i>Region 5 (5)</i>

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

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

1 0 2	Arkansas Arkansas ☐ <i>Arkansas (AR)</i>
1 0 3	California California (Public Contract Code 20118 & 20652) ☐ <i>California (CA)</i>
1 0 4	Colorado Colorado ☐ <i>Colorado (CO)</i>
1 0 5	Connecticut Connecticut ☐ <i>Connecticut (CT)</i>
1 0 6	Delaware Delaware ☐ <i>Delaware (DE)</i>
1 0 7	District of Columbia District of Columbia ☐ <i>District of Columbia (DC)</i>
1 0 8	Florida Florida ☐ <i>Florida (FL)</i>
1 0 9	Georgia Georgia ☐ <i>Georgia (GA)</i>
1 1 0	Hawaii Hawaii ☐ <i>Hawaii (HI)</i>
1 1 1	Idaho Idaho ☐ <i>Idaho (ID)</i>
1 1 2	Illinois Illinois ☐ <i>Illinois (IL)</i>
1 1 3	Indiana Indiana ☐ <i>Indiana (IN)</i>

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

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

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

Bid Lines

1 Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Highway Safety Products, Supplies, and Equipment**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2 Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Traffic Control Products, Supplies, and Equipment**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

3 Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Pavement Marking Supplies and Equipment**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

4 Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Delineation Products and Object Markers**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

5 Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Road Signs, Posts, and Hardware**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

6 Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Fire Hydrants and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

7 Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Wheel Wash Systems** (In Ground) and (Above Ground). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

8 Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Locking Systems for Highway/Safety Products** (storm sewer grate, traffic signal cabinet, man-hole cover, and other related locking systems). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

9 Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Animal Cages, Traps, and Accessories for Roads and Highways**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Herbicides and Weed Control Products for Roads and Highways**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Road Maintenance Products for Dust Control, Anti-icing/Deicing, and Stabilization** (granular, liquid, and/or chemical based). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Oil and Hazardous Material Spill Remediation Products and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **RENTAL of Highway Safety and Traffic Control Products and Equipment** (Rental Rate Sheet shall be submitted with Proposal response or Proposal will not be considered). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **All Other Related Highway Safety and Traffic Control Products**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
5**Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Maintenance/Warranty Agreements for Highway Safety and Traffic Control Equipment and Systems**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
6**Section II: Installation and Repair Service**

Hourly Labor Rate for Installation/Repair Service of Highway Safety and Traffic Control Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: \$150.00 Total: \$150.00

1
7**Section II: Installation and Repair Service**

Hourly Labor Rate for Weed Control Service for Roads and Highways - Not to Exceed hourly labor rate for Weed Control Service of Roads and Highways.

Quantity: 1 UOM: Hourly Labor Rate

No Bid**Response Total: \$150.00**



City Council Regular Meeting

Agenda Item No. D.2.

Meeting Date: 2/2/2026

Prepared By: Amber Doan, Engineering Coordinator

Approved By: Zachary Flores, City Manager

Caption:

*** RESOLUTION NO. 7619**

Authorizing The Execution Of An Encroachment Agreement With Ty Osmani For The Encroachment Of An Existing One-Story Structure Within The Platted 20' Utility Easement Along The Eastern And Southern Borders Of Lot 2 In Replat Of Part Of Lot 6 And Part Of Lot 7 Of The Plat Of The Divisional Survey For The Heirs Of J.B. Shannon Deed.

Issue:

To consider executing an encroachment agreement relating to an existing 20' Utility Easement along the eastern and southern borders of Lot 2 in Replat of Part of Lot 6 and Part of Lot 7 of the Plat of the Divisional Survey for the Heirs of J.B. Shannon Deed, City of Sherman, Grayson County, Texas

Background:

The site plan for the subject property was reviewed and approved by the Planning & Zoning Commission on December 22, 2025. Upon review of the site plan, it was noticed that the existing one-story building encroaches into the platted 20' Utility Easement along the eastern and southern lot line. The encroachment agreement is a requirement to proceed with renovations of the property.

Capital Improvement Program:

N/A

Origination:

Ty Osmani, property owner

Financial Consideration:

None

Staff Recommendation:

City staff has no objections to the proposed encroachment, and upon receiving approval from franchise utilities, it is recommended that the Encroachment Agreement be executed.

Alternatives:

As may be directed by City Council.

Attachments:

1. Resolution No. 7619

2. .Partially Signed Enc Agmt_01132026
3. .Encroachment Request Letter Signed
4. .Filed Plat
5. .Location Map

RESOLUTION NO. 7619

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT TO TY OSMANI FOR THE ENCROACHMENT OF AN EXISTING ONE-STORY STRUCTURES WITHIN THE PLATTED 20' UTILITY EASEMENT ALONG THE EASTERN AND SOUTHERN BORDERS OF LOT 2 IN REPLAT OF PART OF LOT 6 AND PART OF LOT 7 OF THE PLAT OF THE DIVISIONAL SURVEY FOR THE HEIRS OF J.B. SHANNON DEED, IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an encroachment agreement for the encroachment for an existing one-story structure within 20' Utility Easement along the eastern and southern borders of Lot 2 in Replat of Part of Lot 6 and Part of Lot 7 of the Plat of the Divisional Survey for the Heirs of J.B. Shannon Deed, in the City of Sherman, as shown on the Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TX on this the 2nd day of February 2026.

CITY OF SHERMAN, TEXAS

**BY: _____
SHAWN TEAMANN, MAYOR**

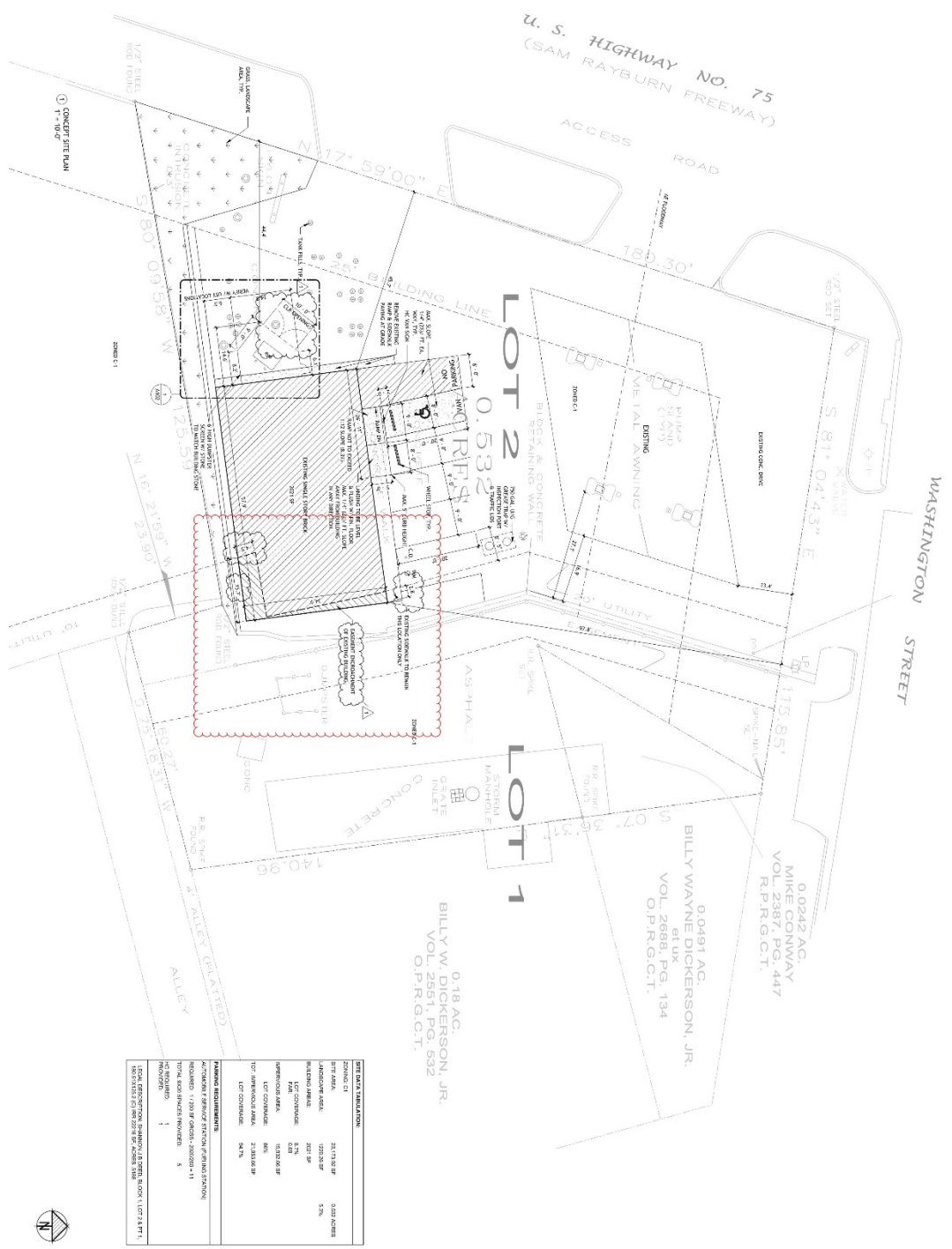
ATTEST:

**BY: _____
TERI FINE, CITY CLERK**

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

**BY: _____
RYAN D. PITTMAN, CITY ATTORNEY**

EXHIBIT "A"



BM4	
ARCHITECTURE	
218 E. 1st St.	
Vol. 1, Pg. 1	
Vol. 2, Pg. 1	
Vol. 3, Pg. 1	
Vol. 4, Pg. 1	
Vol. 5, Pg. 1	
Vol. 6, Pg. 1	
Vol. 7, Pg. 1	
Vol. 8, Pg. 1	
Vol. 9, Pg. 1	
Vol. 10, Pg. 1	
Vol. 11, Pg. 1	
Vol. 12, Pg. 1	
Vol. 13, Pg. 1	
Vol. 14, Pg. 1	
Vol. 15, Pg. 1	
Vol. 16, Pg. 1	
Vol. 17, Pg. 1	
Vol. 18, Pg. 1	
Vol. 19, Pg. 1	
Vol. 20, Pg. 1	
Vol. 21, Pg. 1	
Vol. 22, Pg. 1	
Vol. 23, Pg. 1	
Vol. 24, Pg. 1	
Vol. 25, Pg. 1	
Vol. 26, Pg. 1	
Vol. 27, Pg. 1	
Vol. 28, Pg. 1	
Vol. 29, Pg. 1	
Vol. 30, Pg. 1	
Vol. 31, Pg. 1	
Vol. 32, Pg. 1	
Vol. 33, Pg. 1	
Vol. 34, Pg. 1	
Vol. 35, Pg. 1	
Vol. 36, Pg. 1	
Vol. 37, Pg. 1	
Vol. 38, Pg. 1	
Vol. 39, Pg. 1	
Vol. 40, Pg. 1	
Vol. 41, Pg. 1	
Vol. 42, Pg. 1	
Vol. 43, Pg. 1	
Vol. 44, Pg. 1	
Vol. 45, Pg. 1	
Vol. 46, Pg. 1	
Vol. 47, Pg. 1	
Vol. 48, Pg. 1	
Vol. 49, Pg. 1	
Vol. 50, Pg. 1	
Vol. 51, Pg. 1	
Vol. 52, Pg. 1	
Vol. 53, Pg. 1	
Vol. 54, Pg. 1	
Vol. 55, Pg. 1	
Vol. 56, Pg. 1	
Vol. 57, Pg. 1	
Vol. 58, Pg. 1	
Vol. 59, Pg. 1	
Vol. 60, Pg. 1	
Vol. 61, Pg. 1	
Vol. 62, Pg. 1	
Vol. 63, Pg. 1	
Vol. 64, Pg. 1	
Vol. 65, Pg. 1	
Vol. 66, Pg. 1	
Vol. 67, Pg. 1	
Vol. 68, Pg. 1	
Vol. 69, Pg. 1	
Vol. 70, Pg. 1	
Vol. 71, Pg. 1	
Vol. 72, Pg. 1	
Vol. 73, Pg. 1	
Vol. 74, Pg. 1	
Vol. 75, Pg. 1	
Vol. 76, Pg. 1	
Vol. 77, Pg. 1	
Vol. 78, Pg. 1	
Vol. 79, Pg. 1	
Vol. 80, Pg. 1	
Vol. 81, Pg. 1	
Vol. 82, Pg. 1	
Vol. 83, Pg. 1	
Vol. 84, Pg. 1	
Vol. 85, Pg. 1	
Vol. 86, Pg. 1	
Vol. 87, Pg. 1	
Vol. 88, Pg. 1	
Vol. 89, Pg. 1	
Vol. 90, Pg. 1	
Vol. 91, Pg. 1	
Vol. 92, Pg. 1	
Vol. 93, Pg. 1	
Vol. 94, Pg. 1	
Vol. 95, Pg. 1	
Vol. 96, Pg. 1	
Vol. 97, Pg. 1	
Vol. 98, Pg. 1	
Vol. 99, Pg. 1	
Vol. 100, Pg. 1	

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return to:
City of Sherman
Office of the City Attorney
P. O. Box 1106
Sherman, TX 75091-1106

ENCROACHMENT AND LICENSE AGREEMENT

THIS ENCROACHMENT AND LICENSE AGREEMENT ("Agreement") is made and entered into by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality ("City"), and TY OSMANI ("Licensee"). City and Licensee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City and any Franchise Utility Company (each a "Franchisee") have existing rights in certain real property by virtue of that certain Plat of the Replat of Part of Lot 6 and Part of Lot 7 of the Plat of Divisional Survey for the Heirs of J.B. Shannon Deed ("Plat"), filed in Volume 8, Page 56, Plat Records, Grayson County, Texas. The Plat, which more particularly describes and depicts a 20-foot Utility Easement ("Property"), is incorporated herein by reference for all purposes; and

WHEREAS, Licensee desires to operate, repair and maintain an existing one-story structure ("Encroaching Facility"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference for all purposes, by a maximum of 15.7-feet into the boundaries of the Property; and

WHEREAS, in exchange for the consideration set forth below, City has agreed to grant a license to permit the encroachment of the Encroaching Facility on the Property subject to the terms and conditions of this Agreement and provided that Licensee first complies with the City's ordinances relating to the construction and use of the Encroaching Facility.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Licensee do hereby agree as follows:

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement.
2. Location of Encroaching Facility. City hereby grants a nonexclusive license to Licensee, authorizing Licensee to, at its own cost and expense, maintain and repair

the Encroaching Facility within that portion of the Property as generally depicted and described in Exhibit A, subject to the terms and conditions of this Agreement. Any modification, alteration, expansion or addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City. In particular, Licensee shall not modify the Encroaching Facility in any manner that results in the Encroaching Facility: (a) occupying more space within the Property than as approved by this Agreement; (b) extending further into the Property than as approved by this Agreement; or (c) changing the Encroaching Facility's location within the Property to be outside the area approved by this Agreement. Licensee shall ensure that Licensee and any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility abide by the terms and conditions set forth herein and any permit governing the Encroaching Facility. Licensee shall, at its own cost and expense, provide a copy of this Agreement to any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility. Notwithstanding anything to the contrary herein, nothing in this Agreement shall be deemed to waive any applicable requirement of the City's ordinances or regulations applicable to the Encroaching Facility, and Licensee shall be responsible for obtaining a permit, if required under the City's ordinance, prior to any construction on the Encroaching Facility.

3. Restrictions on Use of Property. In using the Property for the purposes described herein, Licensee shall, at its own cost and expense, comply with all applicable laws, rules, regulations and requirements, as they exist, may be amended or in the future arising, including but not limited to, City's ordinances, and shall promptly execute and fulfill all orders and requirements imposed by City or other governmental authorities for the correction, prevention and abatement of nuisances or Code violations in, on or connected with the Encroaching Facility. At the conclusion of any work in connection with the Encroaching Facility, Licensee shall ensure that any third party and/or contractor of Licensee engaged in such work shall remove all debris and other materials from the Property and restore the same to substantially the same condition it was in prior to the commencement of the work thereon or in proximity thereto, with the exception of the encroachment permitted herein. Licensee shall ensure that any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility does not, and shall not itself, place trash dumpsters, toxic or hazardous substances or flammable material in or on the Property. Additionally, Licensee shall not place in or on the Property any other improvements unless approved in advance in writing by City. Any modification, alteration, expansion or other addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City.
4. Maintenance of Encroaching Facility. Licensee shall, at Licensee's sole cost and expense, maintain the Encroaching Facility in good condition and repair. City will not, under any circumstance, be responsible for any costs, whatsoever, of construction, reconstruction, operation, maintenance, repair or removal of the Encroaching Facility. If City notifies Licensee of any deficiencies in any such

maintenance, repair or removal of the Encroaching Facility, Licensee shall make the necessary repairs within the earlier of (a) thirty (30) days after the date of such notice or the (b) another date as determined by City and Licensee in writing. If City notifies Licensee of any deficiencies in any such maintenance, repair or removal of the Encroaching Facility, and Licensee shall thereafter fail to complete such maintenance, repair or removal within the required time period, then City may require Licensee to promptly remove the Encroaching Facility or contract, at Licensee's sole cost and expense, for the maintenance, repair or removal of the Encroaching Facility.

5. Removal of Encroaching Facility. City and any Franchisee are entitled to remove all or a portion of the Encroaching Facility as reasonably necessary to construct, reconstruct, maintain or repair public improvements within the affected Property. City or Franchisee will notify Licensee of any intent to remove all, or a portion, of the Encroaching Facility, and upon receiving such notice, Licensee shall ensure that the requested removal is made within the earlier of (a) thirty (30) days after the date of such notice or (b) another date as determined by City and Licensee in writing. If City or Franchisee notifies Licensee of its intent to remove all, or a portion, of the Encroaching Facility, and Licensee shall thereafter fail to complete the removal within the required time period, then City or Franchisee may require Licensee to promptly remove the Encroaching Facility. Notwithstanding anything to the contrary herein, if the removal is necessitated by an emergency, no notice is required. If so removed, City or Franchisee has no obligation to replace the affected portions of the Encroaching Facility upon completion of such work.
6. Risk and Liability. Licensee assumes all risks and liability resulting or arising from or relating to Licensee's use of the Property, the Encroaching Facility, the existing condition or location of the Property or the existing state of maintenance, repair or operation of the Property. Licensee agrees and acknowledges that City or Franchisee shall not be liable, whatsoever, for any damage to the Encroaching Facility as a result of City's or Franchisee's use or enjoyment of the rights provided it in the Property. Any City and/or Franchisee property or infrastructure damaged or destroyed by Licensee or its agents, employees, representatives, invitees, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, shall be repaired or replaced by City or Franchisee at Licensee's sole cost and expense and payment is due immediately upon Licensee's receipt of an invoice from City or Franchisee.
7. **INDEMNIFICATION.** **LICENSEE AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND ANY OTHER THIRD PARTIES FOR WHOM CITY IS LEGALLY RESPONSIBLE, AS WELL AS EACH FRANCHISEE, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, AND ANY OTHER THIRD PARTIES FROM WHOM FRANCHISE IS LEGALLY RESPONSIBLE FROM AND**

AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), LOSSES, DEMANDS, EXPENSES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), OR OTHER HARM ARISING OUT OF, OR OCCASIONED BY, ANY NEGLIGENCE, GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, WHETHER BY ACT OR OMISSION, OF ANY LICENSEE OR ITS AGENTS, REPRESENTATIVES, EMPLOYEES, SEPARATE CONTRACTORS AND/OR SUBCONTRACTORS AND/OR THIRD PARTIES FOR WHOM EACH SUCH LICENSEE IS LEGALLY RESPONSIBLE, REGARDLESS OF ANY JOINT OR CONCURRENT NEGLIGENCE OF CITY OR FRANCHISEE.

IN ITS SOLE DISCRETION, CITY AND FRANCHISEE SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY LICENSEE IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY OR FRANCHISEE, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY OR FRANCHISEE IN WRITING. CITY AND FRANCHISEE RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY AND FRANCHISEE IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY OR FRANCHISEE IS NOT TO BE CONSTRUED AS A WAIVER OF LICENSEE'S OBLIGATION TO DEFEND CITY OR FRANCHISEE OR AS A WAIVER OF LICENSEE'S OBLIGATION TO INDEMNIFY CITY OR FRANCHISEE PURSUANT TO THIS AGREEMENT. LICENSEE SHALL RETAIN CITY-APPROVED OR FRANCHISEE-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S OR FRANCHISEE'S WRITTEN NOTICE THAT CITY OR FRANCHISEE IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ANY LICENSEE FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY AND FRANCHISEE SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND LICENSEE SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY OR FRANCHISEE.

THE PROVISIONS OF THIS SECTION 7 ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON, ENTITY OR THIRD PARTY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION 7 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

8. **No "Permit."** NOTHING CONTAINED IN THIS AGREEMENT SHALL CONSTITUTE A "PERMIT" AS DEFINED IN CHAPTER 245, TEX. LOC. GOV'T CODE, AND NOTHING IN THIS AGREEMENT SHALL BE CONSIDERED TO PROVIDE THE CITY WITH FAIR NOTICE OF A PROJECT. LICENSEE WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEX. LOC. GOV'T CODE BASED ON THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

9. Default/Remedies. If Licensee, its employees, agents, representatives, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, defaults under any of the terms and conditions of this Agreement and such default continues for a period of five (5) days after City or Franchisee notifies Licensee of such default in writing, City or Franchisee may, at its sole election and in addition to any other remedies it may exercise, terminate this Agreement, and upon such termination, all of Licensee's rights hereunder shall cease and terminate. This Agreement shall also terminate upon Licensee's abandonment of the Encroaching Facility.

10. Miscellaneous Provisions.

a. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the Parties shall be as follows:

If to City, addressed to it at:

City of Sherman

Attention: Wayne E. Lee, P.E., CFM, Director of Engineering

220 W. Mulberry St.

Sherman, TX 75091

Telephone: (903) 892-7327

Email: waynel@cityofsherman.com

with a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.

Attention: Ryan D. Pittman

1700 Redbud Blvd., Suite 300

McKinney, Texas 75069

Telephone: (214) 544-4000

Email: rpittman@abernathy-law.com

If to Licensee, addressed to it at:

Ty Osmani
4805 Bella Vista Court
Sherman, TX 75090

- b. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.
- c. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- d. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- e. Authority to Execute. Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing its signatories hereto, warrant and represent that they have the authority to bind its respective parties as duly authorized representatives thereof.
- f. Savings/Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
- g. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.
- h. No Third Party Beneficiaries. The parties do not intend that this Agreement be construed as creating any right in any third party not a signatory to this

Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

- i. Indemnification. The parties agree that the indemnity provisions set forth in Section 7 herein are conspicuous, and the parties have read and understood the same.
- j. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- k. Immunity. The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- l. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the parties. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to system it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement.

CITY:

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, City Manager
Date: _____

LICENSEE:

TY OSMANI

By:  _____
Ty Osmani, property owner
Date: 1-13-2024

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared Zachary Flores, known to me to be the person whose name is subscribed to the foregoing instrument; he acknowledged to me that he is the city manager and duly authorized representative of the CITY OF SHERMAN, TEXAS, a Texas home-rule municipality, and that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the CITY OF SHERMAN, TEXAS.

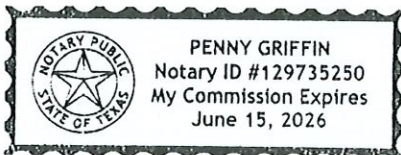
GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

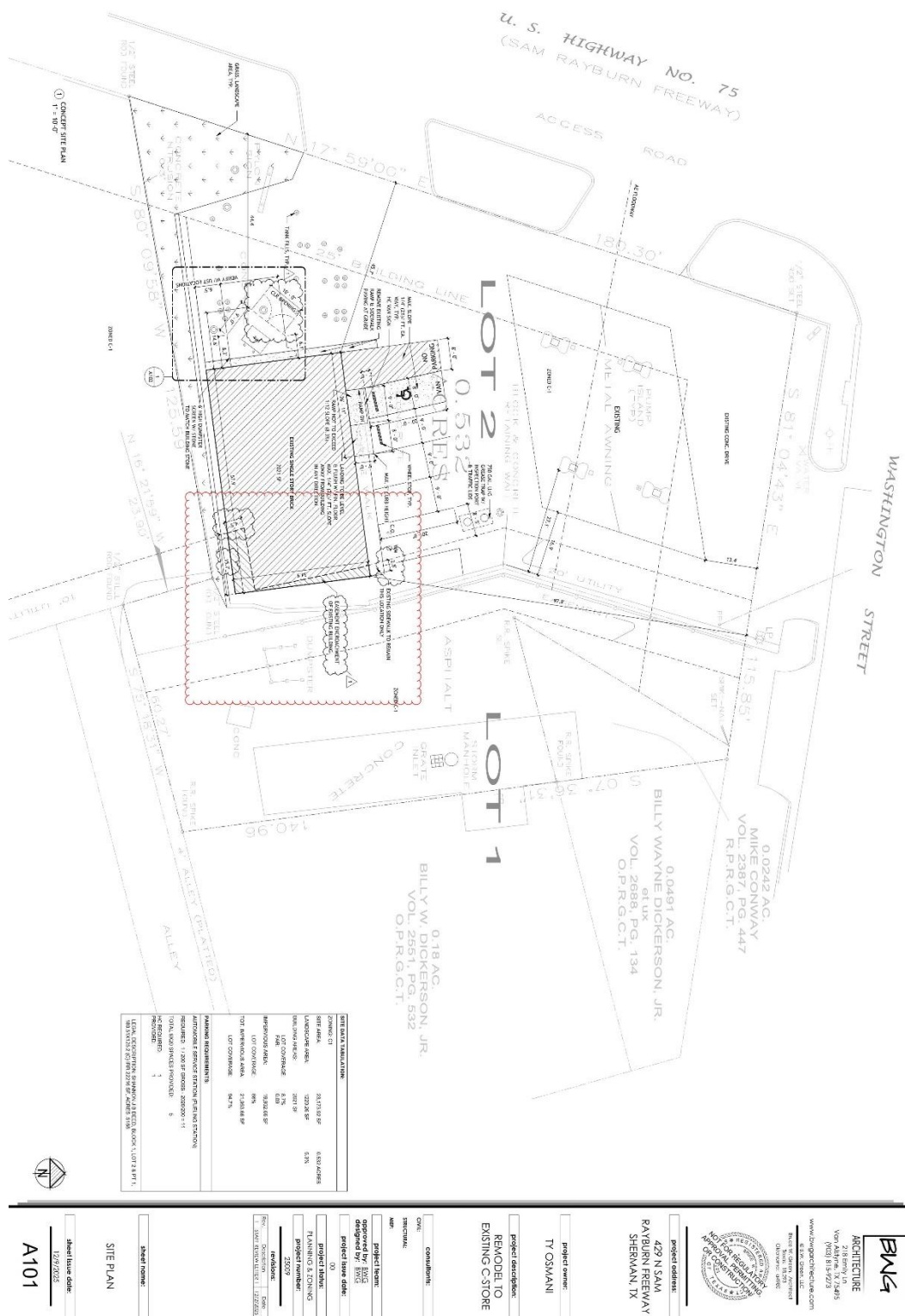
BEFORE ME, the undersigned authority, on this day personally appeared Ty Osmani known to me to be the person whose name is subscribed to the foregoing instrument, and that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of January, 2026



Penny Griffin
Notary Public in and for the State of Texas
My Commission Expires: 06-15-2026

EXHIBIT A





218 Emily Lane

Van Alstyne, TX 75495

(903) 815-9273

Project: Remodel to Existing C-Store for Ty Osmani
Date: 12/9/2025
RE: Encroachment Request for existing building

Property Address: 429 N Sam Rayburn Frwy, Sherman, TX 75090
Property ID: 161990

Property Owner:

Ty Osmani
4805 Bella Vista Ct
Sherman, TX 75090
(903) 624-9701
luckyoilgas@gmail.com

Reason for Encroachment Request:

Encroachment is existing from initial construction and the building was subsequently purchased by the current Owner and he is wanting to remodel the exterior finishes and interior layout of the building. This is required for Planning/Zoning and City Council approval for permits. No additions to the building are planned. No additional encroachment into this easement is planned.

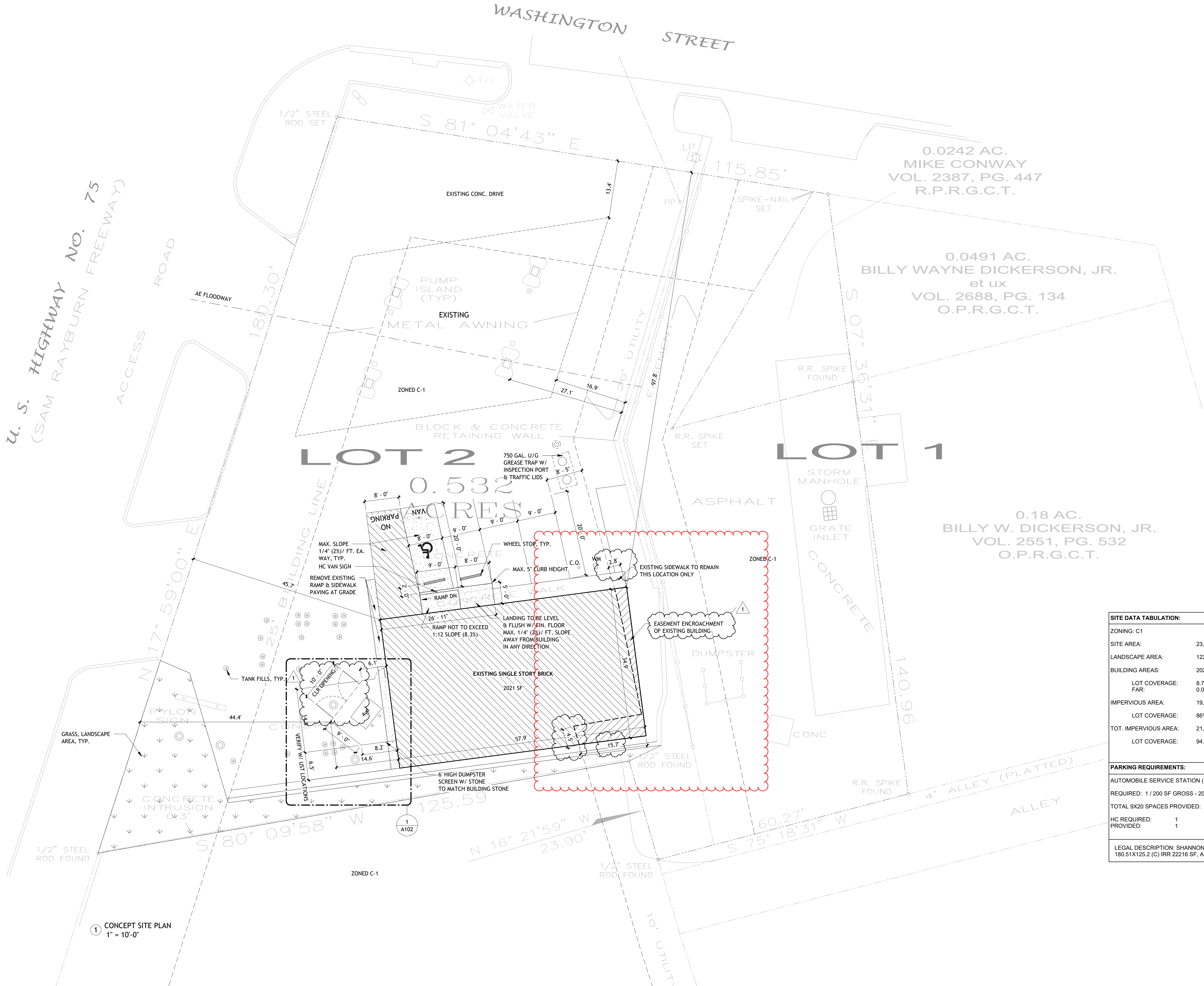
Maximum Footage of Encroachment:

123 SF, along 35' of the building. Northeast corner of building is 3' into the easement. Southeast corner is approximately 5' x 16' into the easement. The easement makes a 90 degree turn at southeast corner.

Signor will be the Property Owner

Authorized Signor: Ty Osmani, Owner

A handwritten signature in blue ink, appearing to read "Ty Osmani", written over a horizontal line.



1 CONCEPT SITE PLAN
1" = 10'-0"

SITE DATA TABULATION:		
ZONING: C1		
SITE AREA:	23,173.92 SF	0.532 ACRES
LANDSCAPE AREA:	1220.26 SF	5.3%
BUILDING AREAS:	2021 SF	
LOT COVERAGE:	8.7%	
FAR:	0.09	
IMPERVIOUS AREA:	19,932.66 SF	
LOT COVERAGE:	86%	
TOT. IMPERVIOUS AREA:	21,953.66 SF	
LOT COVERAGE:	94.7%	
PARKING REQUIREMENTS:		
AUTOMOBILE SERVICE STATION (FUELING STATION)		
REQUIRED: 1 / 200 SF GROSS - 2020/200 = 11		
TOTAL 9X20 SPACES PROVIDED: 5		
HC REQUIRED:	1	
PROVIDED:	1	
LEGAL DESCRIPTION: SHANNON J B DEED, BLOCK 1, LOT 2 & PT 1, 180.51X125.2 (C) IRR 22216 SF, ACRES .5188		



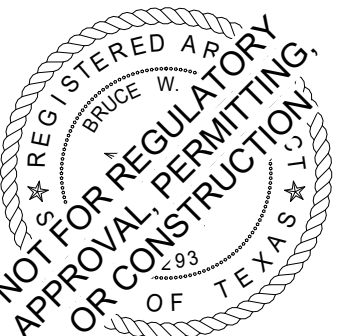
ARCHITECTURE

218 Emily Ln
Van Alstyne, TX 75495
(903) 815-9273

www.bwgarchitecture.com

© B.W. Green, LLC

Bruce W. Green, Architect
Texas: 18,293
Oklahoma: a4980



project address:

429 N SAM
RAYBURN FREEWAY
SHERMAN, TX

project owner:

TY OSMANI

project description:

REMODEL TO
EXISTING C-STORE

consultants:

CIVIL:

STRUCTURAL:

MEP:

project team:

approved by: BWG
designed by: BWG

project issue date:

00

project status:

PLANNING & ZONING

project number:

25009

revisions:

Rev.	Description	Date
1	STAFF REVIEW LETTER 1	12/2/2025

sheet name:

SITE PLAN

sheet issue date:

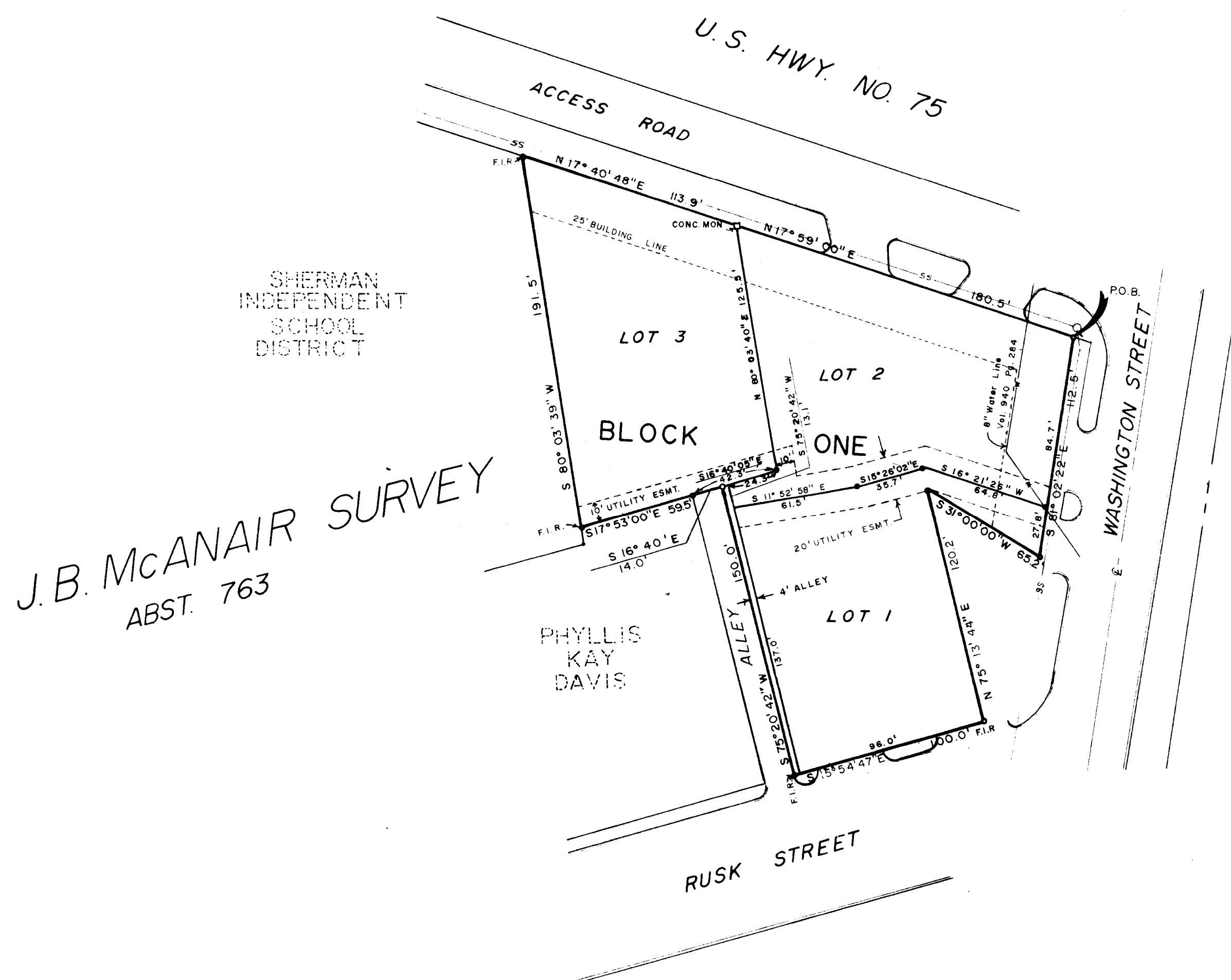
12/9/2025

A101

D:\BWG ARCHITECTURE\PROJECTS\COMMERCIAL\LUCKY STOP - SHERMAN 75\DDLS SHERMAN 75 SITE PLAN.dwg

12/9/2025

NORTH
SCALE: 1" = 50'
NOVEMBER 1985



REPLAT of PART of LOT 6 and PART of LOT 7
of the
PLAT of the DIVISIONAL SURVEY for the HEIRS
of
J.B. SHANNON DEED
Volume A - Page 1
to
SHERMAN, TEXAS
1.07 Acres

FIELD NOTES

For a replat of part of Lot 6 and part of Lot 7 of the plat of the divisional survey for the heirs of J. B. Shannon deed as shown by plat of record in Volume A at Page 1 of the Deed Records of Grayson County, Texas, also being part of the J. B. McAnair Survey, Abstract 763, also being land now held by North Texas Oil Company as witnessed by deeds recorded in Volume 874 at Page 302, and Volume 961 at Page 444 of the Grayson County Deed Records, and land now held by John S. Calhoun witnessed by deed recorded in Volume 1193 at Page 540 of the Grayson County Deed Records, and land held by Julia Kay Calhoun witnessed by deed recorded in Volume 1368 at Page 481 of the Grayson County Deed Records, and land held by Hall-McKinney Joint Venture witnessed by deed recorded in Volume 1782 at Page 249 of the Grayson County Deed Records, and being more particularly described as follows:

BEGINNING at the intersection of the East right-of-way line of Highway No. 75 and the South right-of-way of Washington Street as shown by dedication recorded in Volume 873 at Page 161 of the Grayson County Deed Records;

THENCE South 81°02'22" East with the South right-of-way line of Washington Street, a distance of 112.5 feet, to the Northeast corner of a tract of land conveyed to North Texas Oil Company by deed recorded in Volume 961 at Page 444 of the Grayson County Deed Records;

THENCE South 31°00'00" West with the right-of-way of Washington Street, a distance of 65.2 feet, to a point in the North line of a tract of land conveyed to the North Texas Oil Company by deed recorded in Volume 874 at Page 302 of the Grayson County Deed Records;

THENCE North 75°13'44" East with the South right-of-way line of Washington Street and the North line of the North Texas Oil Company tract, a distance of 120.2 feet, to a point in the West right-of-way of Rusk Street, said point being the Northeast corner of the North Texas Oil Company tract;

THENCE South 15°54'47" East with the West right-of-way of Rusk Street, a distance of 100.0 feet, to the North line of an alley, conveyed to the City of Sherman by deed recorded in Volume 369 at Page 213 of the Grayson County Deed Records, and the Southeast corner of the North Texas Oil Company tract;

THENCE South 75°40'42" West, with the North line of the alley and South line of the North Texas Oil Company tract, a distance of 150.0 feet;

THENCE South 16°40' East with the West line of the alley, a distance of 14 feet;

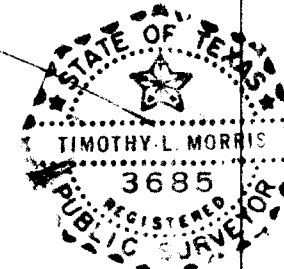
THENCE South 17°53'00" East with the West line of a tract of land conveyed to Phyllis Kay Davis, by deed recorded in Volume 1347 at Page 163 of the Grayson County Deed Records, a total distance of 59.5 feet, to an iron rod in a chain link fence at the most Westerly Southwest corner of the Davis Tract;

THENCE South 80°03'39" West with the chain link fence across a tract of land conveyed to the Sherman Independent School District by deed recorded in Volume 940 at Page 284 of the Grayson County Deed Records, being the South line of a tract conveyed by Sherman Independent School District to E. B. Chapman and Ellis L. Olmstead by deed recorded in Volume 1152 at Page 658 of the Grayson County Deed Records, and being the South line of the Hall-McKinney tract, a distance of 191.5 feet to an iron rod in the East right-of-way line of U. S. Highway No. 75;

THENCE North 17°40'48" East with the East right-of-way line of U. S. Highway No. 75, a distance of 113.9 feet to a concrete monument on the Northeast corner of the Hall-McKinney tract;

THENCE North 17°59'00" East with the East right-of-way of U. S. Highway No. 75, a distance of 180.5 feet to the place of beginning and containing 1.07 acres.

I certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.



Timothy L. Morris
Timothy L. Morris, R.P.S.

Date Nov. 19, 1985

001253

1730 P.M.

Plat

Donna Dillard

Approved this 26th day of November, 1985,
by the City Planning and Zoning Commission of the City of Sherman,
Texas.

Charles H. Heston
Chairman
Terry Corbin
Secretary

Accepted by the City Council of the City of Sherman:

Shannon
Mayor, City of Sherman, Texas
Date 1-14-86

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing final plat of The Replat of Part of Lot 6 and Part of Lot 7 of the Divisional Survey for the Heirs of J.B. Shannon Deed to the City of Sherman was submitted to the City Council on the 9th day of December, 1985, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements, and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this 18 day of January, A.D., 1986.

City Clerk, City of Sherman, Texas

OWNER'S CERTIFICATION OF DEDICATION

We, being the sole owners, hereby dedicate to public use forever, the streets, alleys, rights-of-way, parks, school sites, and other public places shown on the above plat of the Replat of Part of Lot 6 and Part of Lot 7 of the Divisional Survey for the Heirs of J.B. Shannon Deed to the City of Sherman, Texas.

Witness our hands this 9 day of Dec., 1985.

North Texas Oil Company

John S. Calhoun
President
John S. Calhoun
John S. Calhoun

Julia Kay Calhoun
Julia Kay Calhoun

Hall-McKinney Joint Venture

Ben McKinney
Ben McKinney
Jack Hall
Jack Hall

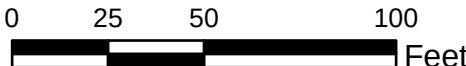
THE STATE OF TEXAS }
THE COUNTY OF GRAYSON }

Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared, John S. Calhoun, Julia Kay Calhoun, Ben McKinney, and Jack Hall, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 9 day of Dec., 1985.

John S. Calhoun
Notary Public

Encroachment - 429 N. Sam Rayburn Freeway





City Council Regular Meeting

Agenda Item No. D.3.

Meeting Date: 2/2/2026

Prepared By: Jana Walker, Controller

Approved By: Zachary Flores, City Manager

Caption:

*** RESOLUTION NO. 7620**

Authorizing City Participation In Texpool Prime And Designating Authorized Representatives.

Issue:

The City currently participates in TexPool for the investment of public funds. TexPool Prime is a separate investment pool offered by TexPool that provides additional investment options, including the potential for higher yields than the standard TexPool fund, while remaining compliant with the Texas Public Funds Investment Act. Council action is required to authorize participation and designate authorized representatives.

Background:

TexPool Prime is designed for local governments seeking enhanced investment flexibility while maintaining appropriate levels of safety and liquidity. Although the City already participates in TexPool, TexPool Prime requires separate authorization and a governing resolution.

Participation in TexPool Prime does not obligate the City to move funds; it simply allows investment officers the option to use the pool when appropriate and consistent with the City's investment policy.

Capital Improvement Program:

Origination:

Finance

Financial Consideration:

There is no direct financial impact associated with participation in TexPool Prime. Funds will only be invested as needed and in accordance with the City's Investment Policy.

Staff Recommendation:

Staff recommends approval.

Alternatives:

Attachments:

1. Resolution No. 7620
2. TexPool Invest. Pools Participation Agreement
3. Resolution Authorizing Participation in TexPool

RESOLUTION NO. 7620

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING PARTICIPATION IN THE TEXPOOL INVESTMENT POOLS AND DESIGNATING AUTHORIZED REPRESENTATIVES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman (“Participant”) is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pools (“TexPool and TexPool Prime”), public funds investment pools, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the individuals, whose signatures appear in this resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool and TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

SECTION 2. That an Authorized Representative of the Participant may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant’s TexPool account or (2) is no longer employed by the Participant.

SECTION 3. That the Participant may, by Amending Resolution signed by the Participant, add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant.

SECTION 4. That the following named individuals are the Authorized Representatives of the Participant, and each will be issued P.I.N. numbers:

1. Name: Mary Lawrence Title: Chief Financial Officer

Signature: _____ Direct Phone No.: (903) 892-7218

2. Name: Jana Walker

Title: Controller

Signature: _____

Direct Phone No.: (903) 892-7218

SECTION 5. That the following named individual will have authority for inquiring about account activity and balances and receiving confirmations and monthly statements under the Participation Agreement:

Name: None

SECTION 6. That this resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool/TexPool Prime receives a copy of any such amendment or revocation.

SECTION 7. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 2nd day of February, 2026.

CITY OF SHERMAN, TEXAS

BY: _____

SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____

TERI FINE, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:**

**THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____

RYAN D. PITTMAN, CITY ATTORNEY



TexPool Investment Pools Participation Agreement

Preamble

This participation agreement (the **"Agreement"**) is made and entered into by and between the Comptroller of Public Accounts (the **"Comptroller"**), acting through the Texas Treasury Safekeeping Trust Company (the **"Trust Company"**), Trustee of the Texas Local Government Investment Pool (TexPool) and TexPool Prime, (collectively the **"TexPool Investment Pools"**), and [City of Sherman] (the **"Participant"**).

WHEREAS, the Interlocal Cooperation Act, TEX GOV'T CODE ANN, ch. 791 and the Public Funds Investment Act, TEX. GOV'T CODE ANN. ch. 2256 (the **"Acts"**) provide for the creation of a public funds investment pool to which any local government or state agency may delegate, by contract, the authority to hold legal title as custodian and to make investments purchased with local funds;

WHEREAS, the Trust Company is a special purpose trust company authorized pursuant to TEX. GOV'T CODE ANN. § 404.103 to receive, transfer and disburse money and securities belonging to state agencies and local political subdivisions of the state and for which the Comptroller is the sole officer, director and shareholder;

WHEREAS, TexPool and TexPool Prime are public funds investment pools, which funds are invested in certain eligible investments as more fully described hereafter;

WHEREAS, the Participant has determined that it is authorized to invest in a public funds investment pool created under the Acts and to enter into this Agreement;

WHEREAS, the Participant acknowledges that the Trust Company is not responsible for independently verifying the Participant's authority to invest under the Acts or to enter this Agreement;

WHEREAS, the Participant acknowledges that the performance of TexPool Investment Pools is not guaranteed by the State of Texas, the Comptroller, or the Trust Company and that there is no secondary source of payment for the TexPool Investment Pools; and

WHEREAS, in an effort to ensure the continued availability of an investment pool as a vehicle for investment of local government funds and simultaneously provide for enhancement in services and potential decreases in management and administrative fees, Participant and Trust Company desire to provide in this Agreement that the Trust Company may obtain private professional investment management and related services.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree with each other as follows:

Article I: Definitions

"Account" shall mean any account or accounts, established by the Participant in TexPool Investment Pools in accordance with this Agreement and the Operating Procedures (as defined herein), which Account represents an undivided beneficial ownership in TexPool Investment Pools.

"Authorized Investments" shall mean those investments which are authorized by the Investment Act (as herein defined) for investment of public funds.

"Authorized Representative(s) of the Participant" shall mean any individual who is authorized to execute documents and take such other necessary actions under this Agreement as evidenced by the duly enacted Resolution of the Participant.

"Authorized Representative(s) of the Trust Company" shall mean any employee of the Comptroller or Trust Company who is designated in writing by the Comptroller or the Trust Company's Chief Executive Officer to act as the authorized Trust Company representative for purposes of this Agreement and shall include employees of any private entity performing the obligations of the Comptroller under this Agreement.

"Board" shall mean the advisory board provided for in the Investment Act (as defined below).

"Investment Act" shall mean the Public Funds Investment Act, TEX. GOV'T CODE ANN. ch. 2256, as amended from time to time.

"Investment Policy" shall mean the written TexPool Investment Pools Investment Policies, as amended from time to time, relating to the investment and management of funds in TexPool Investment Pools as established by the Trust Company consistent with the Investment Act.

"Letter of Instruction" shall mean a written authorization and direction to the Trust Company signed by an Authorized Representative of the Participant.

Article I: Definitions (continued)

"Operating Procedures" shall mean the written procedures established by the Trust Company describing the management and operation of TexPool Investment Pools, and providing for the establishment of, deposits to and withdrawals from the Accounts, as amended from time to time.

"Participant" shall mean any entity authorized by the Acts to participate in a public funds investment pool that has executed this Agreement pursuant to a Resolution.

"Resolution" shall mean the resolution adopted by the governing body of a local governmental entity authorizing the entity's participation in TexPool Investment Pools and designating persons to serve as Authorized Representatives of the Participant.

Article II: General Administration

Section 2.01. TexPool Investment Pools Defined.

- (a) TexPool Investment Pools are public funds investment pools created pursuant to the Acts.
- (b) Subject to Section 6.10, the Trust Company agrees to manage the Participant's Account(s) in accordance with the Investment Act and the Investment Policy.

Section 2.02. Board.

- (a) The Board is composed of members appointed pursuant to the requirements of the Investment Act.
- (b) The Board shall advise the Trust Company on the Investment Policy and on various other matters affecting TexPool Investment Pools, and shall approve fee increases.

Section 2.03. General Administration.

- (a) The Trust Company shall establish and maintain the Investment Policy specifically identifying the Authorized Investments consistent with the Investment Act and the general policy and investment goals for TexPool Investment Pools.
- (b) The Trust Company shall establish and maintain the Operating Procedures, describing the management and operation of TexPool Investment Pools and providing for procedures to be followed for the establishment of, deposits to, and withdrawals from the Accounts and such other matters as are necessary to carry out the intent of this Agreement.
- (c) The Trust Company shall have the power to take any action necessary to carry out the purposes of this Agreement, subject to applicable law and the terms of this Agreement.

Section 2.04. Ownership Interest. Each Participant shall own an undivided beneficial interest in the assets of TexPool Investment Pools in an amount proportional to the total amount of such Participant's Accounts relative to the total amount of all Participants' Accounts in TexPool Investment Pools, computed on a daily basis.

Section 2.05. Independent Audit. TexPool Investment Pools are subject to annual review by an independent auditor consistent with Ch. 2256, TEX GOV'T CODE ANN. In addition, reviews of TexPool Investment Pools may be conducted by the State Auditor's Office and the Comptroller's office. The Trust Company may obtain such legal, accounting, financial or other professional services as it deems necessary or appropriate to assist TexPool Investment Pools in meeting its goals and objectives.

Section 2.06. Liability. Any liability of the Comptroller, the Comptroller's office, the Trust Company, representatives or agents of the Trust Company, any Comptroller employee, Trust Company or any member of the Board for any loss, damage or claim, including losses from investments and transfers, to the Participant shall be limited to the full extent allowed by applicable laws. The Trust Company's responsibilities hereunder are limited to the management and investment of TexPool Investment Pools and the providing of reports and information herein required.

Article III: Participant Requirement

Section 3.01. The Participation Agreement. The Participant must execute this Agreement and provide a Resolution authorizing participation in TexPool Investment Pools and designating persons to serve as Authorized Representatives of the Participant and any other documents as are required under, and substantially in the form prescribed by, the Operating Procedures before depositing any funds into TexPool Investment Pools. The Participant must provide an updated Resolution designating Authorized Representatives within 5 business days of the departure of any Authorized Representative of the Participant.

Section 3.02. Operating Procedures.

- (a) The Participant acknowledges receipt of a copy of the Operating Procedures. The Operating Procedures describe in detail the procedures required for the establishment of accounts, deposits to and withdrawals from TexPool Investment Pools, and related information.
- (b) The Operating Procedures may be modified by the Trust Company as appropriate to remain consistent with established banking practices and capabilities and when such modification is deemed necessary to improve the operation of TexPool Investment Pools.
- (c) The Participant hereby concurs with and agrees to abide by the Operating Procedures.

Article IV: Investments

Section 4.01. Investments. All monies held in TexPool Investment Pools shall be invested and reinvested by the Trust Company or Authorized Representatives of the Trust Company only in Authorized Investments in accordance with the Agreement, the Investment Policy and the Investment Act. Participant hereby concurs with any such investment so made by the Trust Company. Available funds of TexPool Investment Pools that are uninvested may be held at the Trust Company's account at the Federal Reserve Bank of Dallas, or any designated custodian account, or with a custodian selected by the Trust Company. All investment assets and collateral will be in the possession of the Trust Company and held in its book-entry safekeeping account at the Federal Reserve Bank, any designated custodian account, or with a custodian selected by the Trust Company.

Section 4.02. Failed Investment Transaction. In the extraordinary event that a purchase of securities results in a failed settlement, any resulting uninvested funds shall remain in the Trust Company's Federal Bank of Dallas account, any designated custodian account or with a custodian selected by the Trust Company. If an alternative investment can be secured after the failure of the trade to settle, TexPool Investment Pools will receive all the income earnings, including but not limited to, any compensation from the purchaser failing in the trade and the interest income from the alternative investment.

Section 4.03. Investment Earnings and Losses Allocation. All interest earnings in TexPool Investment Pools will be valued daily and credited to the Participant's Accounts monthly, on a pro rata allocation basis. All losses, if any, resulting from the investment of monies in TexPool shall also be allocated on a pro rata allocation basis. All earnings and losses will be allocated to the Participant's Accounts in accordance with generally accepted accounting procedures.

Section 4.04. Commingling of Accounts. Participant agrees that monies deposited in TexPool and TexPool Prime, may be commingled with all other monies held in TexPool and TexPool Prime, respectively for purposes of common investment and operational efficiency. However, each Participant will have separate Accounts on the books and records of TexPool Investment Pools, as further provided for in the Operating Procedures.

Article V: Fees, Expenses and Reports

Section 5.01. Fees and Expenses. The Participant agrees to pay the amount set forth in the fee schedule. Participant agrees that all fees shall be directly and automatically assessed and charged against the Participant's Accounts. The basic service fee shall be calculated as a reduction in the daily income earned, thus only the net income shall be credited to the Participant's Account. Fees for special services shall be charged to each Participant's account as they are incurred or performed. A schedule of fees shall be provided to the Participant annually. Each Participant will be notified thirty (30) days prior to the effective date of any change in the fee schedule.

Section 5.02. Reports. A monthly statement will be mailed to the Participant within the first five (5) business days of the succeeding month. The monthly statement shall include a detailed listing of the balance in the Participant's Accounts as of the date of the statement; all account activity, including deposits and withdrawals; the daily and monthly yield information; and any special fees and expenses charged. Additionally, copies of the Participant's reports in physical or computer form will be maintained for a minimum of three prior fiscal years. All records shall be available for inspection at all reasonable hours of the business day and under reasonable conditions.

Section 5.03. Confidentiality. The Trust Company and any private entity acting on behalf of the Trust Company for purposes of this Agreement will maintain the confidentiality of the Participant's Accounts, subject to the Public Information Act, TEX GOV'T CODE ANN. ch. 552, as amended.

Article VI: Miscellaneous

Section 6.01. Notices. Any notices, Letters of Instructions or other information required or permitted to be given hereunder shall be submitted in writing and shall be deemed duly given when deposited in the U.S. mail postage prepaid or successfully transmitted via facsimile addressed to the parties as follows:

To the **Participant**:

City of Sherman

Participant

PO Box 1106

Address

Sherman TX 75090

City

State

Zip

9038927218 9038910255

Telephone

Fax

Article VI: Miscellaneous (continued)

To **Trust Company** with respect to contractual matters or disputes under this Agreement:

Texas Treasury Safekeeping Trust Company
Attn: TexPool Investment Pools
Rusk State Office Building
208 East 10th Street
Austin, TX 78701
Telephone: (512) 463-4300
FAX No.: (512) 463-4368

To **TexPool Investment Pools** with respect to operational matters, including enrollment documents; changes to Authorized Representatives; Bank Information Sheets; initiation of deposits or withdrawals of funds; changes to addresses; audit confirmation requests; and account inquiry:

TexPool Participant Services
1001 Texas Ave., Suite 1150
Houston, TX 77002
Telephone: 1-866-839-7665 (1-866-TEX-POOL)
FAX No.: 1-866-839-3291 (1-866-TEX-FAX1)

The Participant and the Trust Company agree to notify the other of any change affecting this information and agree that unless and until so notified, the other party shall be entitled to rely on the last information provided.

Section 6.02. Taxpayer Identification Number. The Participant's taxpayer identification number assigned by the Internal Revenue Service is: 75-6000669. The Participant hereby agrees to notify the Trust Company of any change affecting this Taxpayer Identification number and agrees that unless and until so notified, the Trust Company shall be entitled to rely on same in providing any and all reports or other information necessary or required by the Federal tax laws as amended from time to time.

Section 6.03. Severability. If any provision of this Agreement shall be held or deemed to be in fact illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 6.04. Execution of Counterparts. This Agreement may be simultaneously executed in several separate counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.05. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute under this Agreement shall be in Travis County, Texas.

Section 6.06. Captions. The captions or headings in this Agreement are for convenience only and in no way defined, limit or describe the scope or intent of any provisions, articles or sections of this Agreement.

Section 6.07. Amendments.

- (a) The Trust Company shall advise the Participant in writing of any amendments to this Agreement no less than 45 days prior to the effective date of such amendment. The Participant may ratify the proposed amendment of this Agreement by letter to the Trust Company. If the Participant elects not to ratify the amendment, the Participant may terminate this Agreement in accordance with Section 6.08. In the event the Participant fails to respond in writing to a notice of amendment prior to the effective date of such amendment, this Agreement shall be deemed amended.
- (b) The Trust Company may periodically revise the Operating Procedures from time to time as it deems necessary for the efficient operation of TexPool Investment Pools. The Participant will be bound by any amendment to the Operating Procedures with respect to any transaction occurring subsequent to the time such amendment takes effect, provided, however, that no such amendment shall affect the Participant's right to cease to be a Participant.

Section 6.08. Termination. This Agreement may be terminated by either party hereto, with or without cause, by tendering 30 days prior written notice in the manner set forth in Section 6.01 hereof.

Section 6.09. Term. Unless terminated in accordance with Section 6.08, this Agreement shall be automatically renewed on each anniversary date hereof.

Section 6.10. Assignment. The Trust Company may enter into an agreement with a third party investment manager to perform its obligations and service under this Agreement, provided that such third party investment manager shall manage TexPool Investment Pools according to the Investment Act, Investment Policy and in a manner consistent with that directed by the Trust Company. The Trust Company also shall have the right to assign its rights and obligations under the Agreement to a third party investment manager if the Trust Company determines that such assignment is in the best interest of the State and Participants. In the event a successor pool to TexPool or TexPool Prime is deemed by the Trust Company to be in the best interest of the State and the Participant, the Trust Company may take any action it deems necessary to assign its rights and benefits under any third party agreements and transfer the assets from TexPool Investment Pools to any successor pool.

Article VI: Miscellaneous (continued)

In **Witness Whereof**, the parties hereto have caused this Agreement to be executed as of the dates set forth below, and the Agreement shall be effective as of the latest such date.

Document is to be signed by a Board Officer, Mayor or County Judge, Certificate of Incumbency is to be signed by a Board Officer, City Secretary or County Clerk.

City of Sherman

Name of Participant

SIGNED:

Signature

Printed Name

Title

Date

TEXAS TREASURY SAFEKEEPING TRUST COMPANY COMPTROLLER OF PUBLIC ACCOUNTS:

Signature

Printed Name

Title

Date

CERTIFICATE OF INCUMBENCY:

The preceding signatory is a duly appointed, acting, and qualified officer of the Participant, who, in the capacity set forth above is authorized to execute this Agreement.

IN WITNESS WHEREOF, I have duly executed this certificate as of the day of , 20.

Signature

Printed Name

Title

Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dstsystems.com

Fax: 866-839-3291



Resolution Authorizing Participation in the TexPool Investment Pools and Designating Authorized Representatives

WHEREAS, City of Sherman

("Participant") is a local government or state agency of the State of Texas and is empowered to delegate to the public funds investment pools the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pools ("TexPool/TexPool Prime"), public funds investment pools, were created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That Participant shall enter into a Participation Agreement to establish an account in its name in TexPool/TexPool Prime, for the purpose of transmitting local funds for investment in TexPool/TexPool Prime.
- B. That the individuals, whose signatures appear in this Resolution, are authorized representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool/TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

Authorized Representatives of the Participant

These individuals will be issued P.I.N. numbers to transact business via telephone with a Participant Service Representative.

1.		9 0 3 8 9 2 7 2 1 8
	Signature	Telephone Number
	Mary Lawrence	9 0 3 8 9 1 0 2 5 5
	Printed Name	Fax Number
	Chief Financial Officer	maryl@cityofsherman.com
	Title	Email
2.		9 0 3 8 9 2 7 2 2 8
	Signature	Telephone Number
	Jana Walker	9 0 3 8 9 1 0 2 5 5
	Printed Name	Fax Number
	Controller	janaw@cityofsherman.com
	Title	Email
3.		
	Signature	Telephone Number
	Printed Name	Fax Number
	Title	Email
4.		
	Signature	Telephone Number
	Printed Name	Fax Number
	Title	Email

Authorized Representatives of the Participant (continued)

5.		
	Signature	Telephone Number
	Printed Name	Fax Number
	Title	Email
6.		
	Signature	Telephone Number
	Printed Name	Fax Number
	Title	Email

List the name of the Authorized Representative provided above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Mary Lawrence
Printed Name

In addition and at the option of the Participant, additional authorized representative(s) can be designated to perform inquiry only of selected information. This limited representative cannot make deposits or withdrawals. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

1.		
	Printed Name	Title
	Telephone Number	Fax Number
		Email
2.		
	Printed Name	Title
	Telephone Number	Fax Number
		Email
3.		
	Printed Name	Title
	Telephone Number	Fax Number
		Email
4.		
	Printed Name	Title
	Telephone Number	Fax Number
		Email
5.		
	Printed Name	Title
	Telephone Number	Fax Number
		Email
6.		
	Printed Name	Title
	Telephone Number	Fax Number
		Email

Authorized Representatives of the Participant (continued)

- C. That this resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool/TexPool Prime receives a copy of any such amendment or revocation.

This resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the

day of , 2 0 .

Document is to be signed by a Board Officer, Mayor or County Judge and attested by a Board Officer, City Secretary or County Clerk.

Name of Participant

SIGNED:

Signature

Printed Name

Title

ATTEST:

Signature

Printed Name

Title

Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dstsystems.com

Fax: 866-839-3291



City Council Regular Meeting

Agenda Item No. D.4.

Meeting Date: 2/2/2026

Prepared By: Jana Walker, Controller

Approved By: Zachary Flores, City Manager

Caption:

*** RESOLUTION NO. 7621**

Authorizing City Participation In The Local Government Investment Cooperative (LOGIC) Trust And Designating Authorized Representatives To Invest City Of Sherman Funds.

Issue:

The City currently participates in TexSTAR, which is an investment pool administered by Hilltop Securities Inc. LOGIC is a separate investment pool administered by Hilltop Securities, Inc. that provides additional investment options, including the potential for higher yields than TexSTAR, while remaining in compliance with the Texas Public Funds Investment Act. Council action is required to authorize participation and designate authorized representatives.

Background:

The City is authorized under the Texas Public Funds Investment Act (Chapter 2256, Texas Government Code) to invest public funds in approved investment pools. The Local Government Investment Cooperative (LOGIC) is a Texas-based local government investment pool administered by Hilltop Securities Inc. and designed specifically for Texas public entities.

Capital Improvement Program:

Origination:

Finance

Financial Consideration:

There is no direct financial impact associated with participation in LOGIC. Funds will only be invested as needed and in accordance with the City's Investment Policy.

Staff Recommendation:

Staff recommends approval.

Alternatives:

Attachments:

1. Resolution No. 7621

2. LOGIC Application for Participation

RESOLUTION NO. 7621

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING PARTICIPATION IN THE LOCAL GOVERNMENT INVESTMENT COOPERATIVE (LOGIC) TRUST AND DESIGNATING AUTHORIZED REPRESENTATIVES TO INVEST CITY OF SHERMAN FUNDS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, it is in the best interest of the City of Sherman (“Applicant”) to invest its fund jointly with other Texas eligible investing entities in the Local Government Investment Cooperative (LOGIC) Trust in order better to preserve and safeguard the principal and liquidity of such funds and to earn an acceptable yield; and

WHEREAS, the Applicant is authorized to invest its public funds and funds under its control in LOGIC and to enter into the Participation Agreement and Trust Instrument authorized herein;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. The form of application for participation in LOGIC attached to this resolution is approved. The officers of Applicant specified in the application are authorized to execute and submit the application, to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Applicant under the Agreement created by the application, all in the name and on behalf of Applicant.

SECTION 2. This resolution will continue in full force and effect until amended or revoked by Applicant and written notice of the amendment or revocation is delivered to the LOGIC Board of Trustees.

SECTION 3. Terms used in this resolution have the meanings given to them by the application.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the sixth day of February 2, 2026.

CITY OF SHERMAN, TEXAS

BY:

SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



APPLICATION FOR PARTICIPATION IN LOGIC

The undersigned local government (Applicant) applies and agrees to become a Participant in the Local Government Investment Cooperative (LOGIC) Trust.

- 1. Authorization.** The governing body of Applicant has duly authorized this application by adopting the following resolution at a meeting of such governing body duly called, noticed, and held in accordance with the Texas Open Meeting Law, chapter 551, Texas Government Code, on February 02, 2026:

WHEREAS, it is in the best interests of this governmental unit ("*Applicant*") to invest its funds jointly with other Texas eligible investing entities in the Local Government Investment Cooperative (LOGIC) Trust in order better to preserve and safeguard the principal and liquidity of such funds and to earn an acceptable yield; and

WHEREAS, Applicant is authorized to invest its public funds and funds under its control in LOGIC and to enter into the Participation Agreement and Trust Instrument authorized herein;

NOW, THEREFORE, BE IT RESOLVED THAT:

SECTION 1. The form of application for participation in LOGIC attached to this resolution is approved. The officers of Applicant specified in the application are authorized to execute and submit the application, to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Applicant under the Agreement created by the application, all in the name and on behalf of Applicant.

SECTION 2. This resolution will continue in full force and effect until amended or revoked by Applicant and written notice of the amendment or revocation is delivered to the LOGIC Board of Trustees.

SECTION 3. Terms used in this resolution have the meanings given to them by the application.

- 2. Agreement.** Applicant agrees with other LOGIC Participants and the LOGIC Board of Trustees to the terms and conditions in the Participation Agreement and Trust Instrument, effective on this date, which are incorporated herein by reference. Applicant makes the representations, designations, delegations, and representations described in the Participation Agreement and Trust Instrument.

- 3. Taxpayer Identification Number.** Applicant's taxpayer identification number is 75-6000669

- 4. Contact Information.**

Applicant primary mailing address: PO Box 1106, Sherman TX 75091

Applicant physical address (if different): _____

Applicant main phone number: 903-892-7309

Applicant main fax number: 903-891-0255

- 5. Authorized Representatives.** Each of the following Participant officials is designated as Participant's Authorized Representative authorized to give notices and instructions to the LOGIC Board of Trustees in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

1. Name: Mary Lawrence Title: Chief Financial Officer
 Signature: _____ Phone: 903-892-7218
 Email: maryl@cityofsherman.com

2. Name: Jana Walker Title: Controller
 Signature: _____ Phone: 903-892-7228
 Email: janaw@cityofsherman.com

3. Name: _____ Title: _____
 Signature: _____ Phone: _____
 Email: _____

4. Name: _____ Title: _____
 Signature: _____ Phone: _____
 Email: _____

{REQUIRED} PRIMARY CONTACT: List the name of the Authorized Representative **listed above** that will be designated as the Primary Contact and will receive all LOGIC correspondence including transaction confirmations and monthly statements.

Name: Mary Lawrence

{OPTIONAL} INQUIRY ONLY CONTACT: In addition, the following additional Participant representative (**not listed above**) is designated as an ***Inquiry Only*** Representative authorized to obtain account information:

Name: _____ Title: _____
 Signature: _____ Phone: _____
 Email: _____

Applicant may designate other authorized representatives by written instrument signed by an existing Applicant Authorized Representative or Applicant's chief executive officer.

REQUIRED
PLACE OFFICIAL SEAL OF ENTITY HERE

DATED 02/02/2026

City of Sherman
 (NAME OF ENTITY/APPLICANT)

SIGNED BY:

 (Signature of official)
Shawn Teamann, Mayor
 (Printed name and title)

ATTESTED BY:

 (Signature of official)
Teri Fine, City Clerk
 (Printed name and title)

FOR INTERNAL USE ONLY HTSLGIP011620261304 City of Sherman
 APPROVED AND ACCEPTED: LOCAL GOVERNMENT INVESTMENT COOPERATIVE (LOGIC)

.....
 AUTHORIZED SIGNER

DATE

V082023



SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E.1.

Meeting Date: 2/2/2026

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Zachary Flores, City Manager

Caption:

OTHER BUSINESS

Discuss and Consider Approval of the Budget Calendar for Fiscal Year (FY) 2026-2027

Issue:

Discuss and Consider Approval of the Budget Calendar for Fiscal Year (FY) 2026-2027

Background:

Several meetings are necessary to develop the budget for the upcoming fiscal year. There is some flexibility in meeting dates in the proposed budget calendar. Particularly important are the dates for the Budget Planning Meeting, Capital Improvement Program (CIP) Work Session, and the Budget Workshop. The Budget Planning Meeting will be used to garner Council input on Council initiatives to be included in the budget development process. The Budget Workshop will present a more detailed picture of the City budget and will be used to summarize Council direction for the upcoming year. The CIP Work Session will be used to develop the five-year CIP as required by the City Charter.

Included in this year's budget process will be discussion of the five-year financial and operational projections as has been the practice for the past several years. Although we will only be developing a budget and appropriating funds for FY 2026-2027, this five-year time horizon will include the impacts of such things as the capital improvement program, debt service, and projected tax base changes on the City's long-term financial outlook.

Capital Improvement Program:

Origination:

City Manager's Office

Financial Consideration:

None

Staff Recommendation:

The staff recommends the Council approved the budget calendar as presented **by motion and order.**

Alternatives:

City Council members could select alternative dates for the meetings, subject to Charter and State law requirements.

Attachments:

1. Proposed Budget Calendar - FY 2026 - 2027

PROPOSED BUDGET CALENDAR

FISCAL YEAR 2026-2027

Budget Planning Meeting with City Council and Financial Update	April 10, 2026
Capital Improvement Program Work Session	May 21, 2026
Budget Workshop*	June 11 - 12, 2026

Present Draft Budget to Council Tax Rates Submitted to Council for Consideration	August 3, 2026
Public Hearing and Final Action on Budget Ordinance	August 17, 2026
Public Hearing and Final Action on Tax Rate Ordinance	August 17, 2026

Notes:

Meeting times to be confirmed after the Budget Calendar is approved.

It is recommended that the Budget Planning Meeting be held in the City Council Chambers.

* This is expected to be a one-day Workshop; but an additional day is scheduled as a placeholder in case more time is needed.



City Council Regular Meeting

Agenda Item No. E.2.

Meeting Date: 2/2/2026

Prepared By: Tasheena Taylor, Records & Information Coordinator

Approved By: Zachary Flores, City Manager

Caption:

Other Business

Receive Presentation from the Leadership Sherman's Class of 2026

Issue:

Leadership Sherman Class of 2026 announce their community reinvestment project

Background:

Each year the Leadership Sherman class picks a project to improve our community. It is tradition to announce this program to the City Council

Capital Improvement Program:

Origination:

Sherman Chamber of Commerce / Leadership Sherman

Financial Consideration:

There is no financial impact to be considered

Staff Recommendation:

This presentation is for information only and requires no action by the City Council

Alternatives:

None

Attachments:

None



City Council Regular Meeting

Agenda Item No. E.3.

Meeting Date: 2/2/2026

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Zachary Flores, City Manager

Caption:

*** OTHER BUSINESS**

Approve the Investment Reports for the Quarter Ended December 31, 2025

Issue:

To approve the Investment Reports for the Quarter Ended December 31, 2025

Background:

The total operating portfolio book value of about \$40.9 million decreased by \$7 million from the previous quarter due to withdrawals from Local Government Investment Pools, and calls and maturities of U.S. Agency securities.

The underlying investments were adequately diversified among five different types of securities. The portfolio's weighted-average maturity of 400 days decreased from 432 days last quarter. The portfolio yield of 4.04% was 56 basis points above our benchmark 1-year Constant Maturity Treasury Index of 3.48%. Book value approximated market value.

The debt proceeds portfolio balance of \$73.4 million decreased by \$3.6 million due to withdrawals for project payments. The portfolio includes a Local Government Investment Pool and a U.S. Agency. The portfolio's weighted-average maturity of 9 days increased from 2 days from the previous quarter. The portfolio yield of 3.98% was 24 basis points above the benchmark yield for this portfolio, the 4-week Constant Maturity Index of 3.74%. Book value approximated market value.

Capital Improvement Program:

Origination:

Finance Department

Financial Consideration:

None

Staff Recommendation:

Staff recommends the Council approve the Investment Reports as presented.

Alternatives:

The Council could make suggestions and request more frequent reporting.

Attachments:

1. 2025-12-31 Investment Reports w_Memo

DATE: January 20, 2026

TO: The City of Sherman Investment Committee
Councilman Juston Dobbs
Deputy Mayor Pam Howeth
Zachary Flores, City Manager

FROM: Mary Lawrence, Chief Financial Officer *ml*

SUBJECT: Investment Reports for the Quarter Ended December 31, 2025.

Enclosed is a copy of the quarterly investment reports for December 31, 2025. As of that date, the City followed all applicable state laws and internal policies for the portfolio.

The total operating portfolio book value of about \$40.9 million decreased by \$7 million from the previous quarter due to withdrawals from Local Government Investment Pools, and calls and maturities of U.S. Agency securities. The underlying investments were adequately diversified among five different types of securities. The portfolio's weighted-average maturity of 400 days decreased from 432 days last quarter. The portfolio yield of 4.04% was 56 basis points above our benchmark 1-year Constant Maturity Treasury Index of 3.48%. Book value approximated market value.

The debt proceeds portfolio balance of \$73.4 million decreased by \$3.6 million due to withdrawals for project payments. The portfolio includes a Local Government Investment Pool and a U.S. Agency. The portfolio's weighted-average maturity of 9 days increased from 2 days from the previous quarter. The portfolio yield of 3.98% was 24 basis points above the benchmark yield for this portfolio, the 4-week Constant Maturity Index of 3.74%. Book value approximated market value.

The investment reports will be on the February 2, 2026, City Council agenda for their review and approval. Please call me if you have any questions about this item.

attachment (as stated above)



CITY OF SHERMAN, TEXAS
INVESTMENT PORTFOLIO SUMMARY
For the Quarter Ending December 31, 2025

Total Portfolio Summary			
	Current Quarter 12/31/2025	Prior Quarter 9/30/2025	Change From Prior Quarter
Book Value	\$ 40,922,105	\$ 47,910,248	\$ (6,988,143)
Market Value	\$ 41,081,264	\$ 48,041,533	\$ (6,960,268)
Weighted Average Maturity - Days	400	432	(32)
Weighted Average Yield	4.04%	4.20%	-0.16%
Earned Income	\$ 469,736	\$ 544,483	\$ (74,747)
Earned Income - Year-to-Date	\$ 469,736	\$ 2,106,085	\$ (1,636,349)

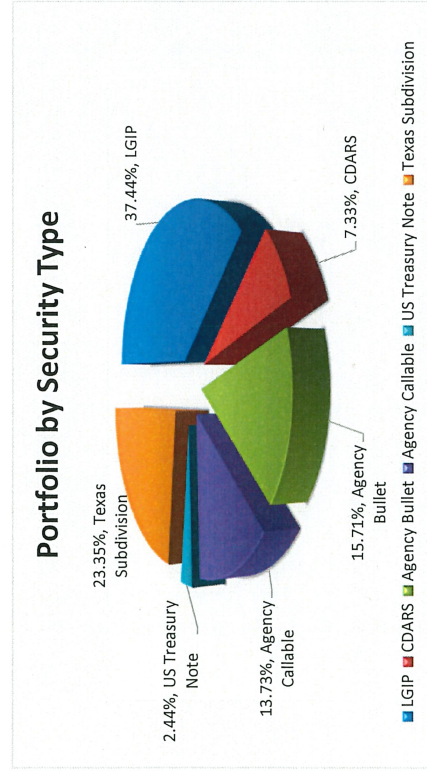
This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

As of December 31, 2025, the City's portfolio had a book value of \$40.9 million and a market value of \$41.1 million. Of this amount, approximately \$15.3 million was held in Local Government Investment Pools (LGIP), \$3 million was held in Certificates of Deposit (CD), \$12 million was held in U.S. Agency Securities, \$1 million was held in U.S. Treasury Notes and \$9.6 million was held in State of Texas political subdivision obligations.

The portfolio value decreased by \$7 million from the previous quarter due to withdrawals of \$5 million from Local Government Investment Pools, calls and maturities of U.S. Agency Securities of \$3.2 million, offset by a purchase of \$1 million of State of Texas political subdivision obligations.

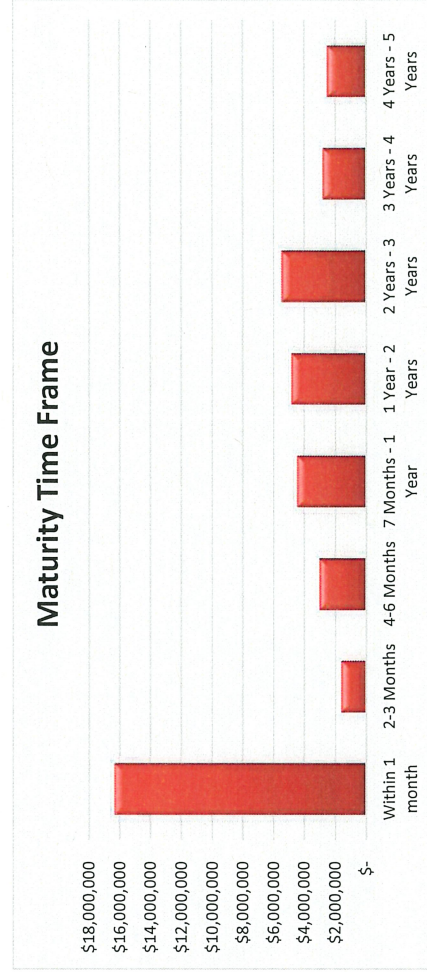
The weighted average yield of the portfolio was 4.04%, which is 56 basis points more than the 1-year Constant Maturity Treasury Index of 3.48%, and 16 basis points less than the previous quarter.

The weighted average maturity of the portfolio decreased from 432 days at September 30, 2025, to 400 days at December 31, 2025.



Mary Lawrence

Mary Lawrence, Chief Financial Officer and City of Sherman Investment Officer



Jana Walker

Jana Walker, Controller and City of Sherman Investment Officer

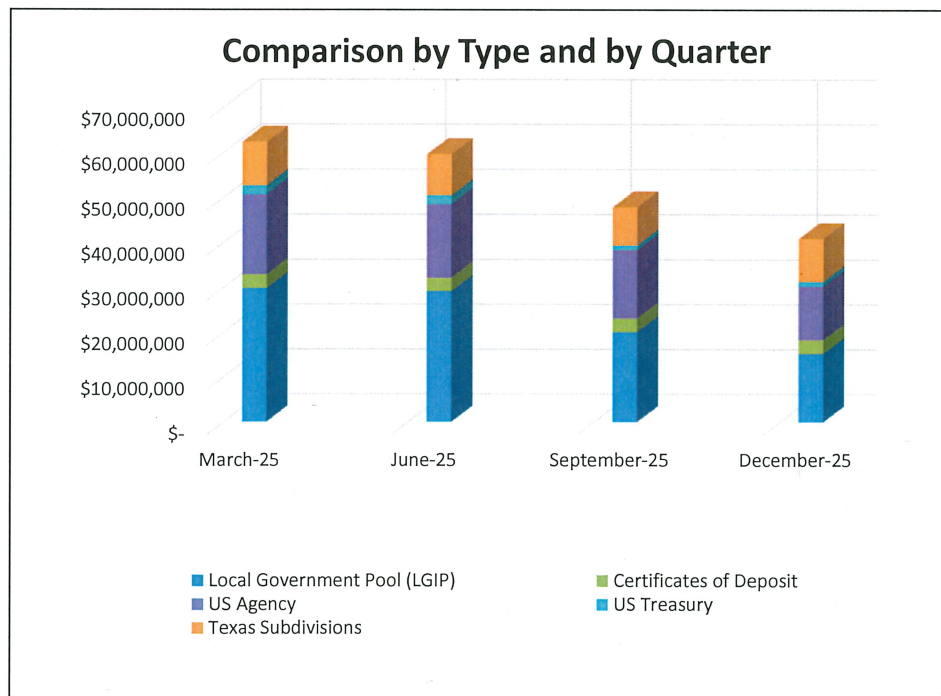
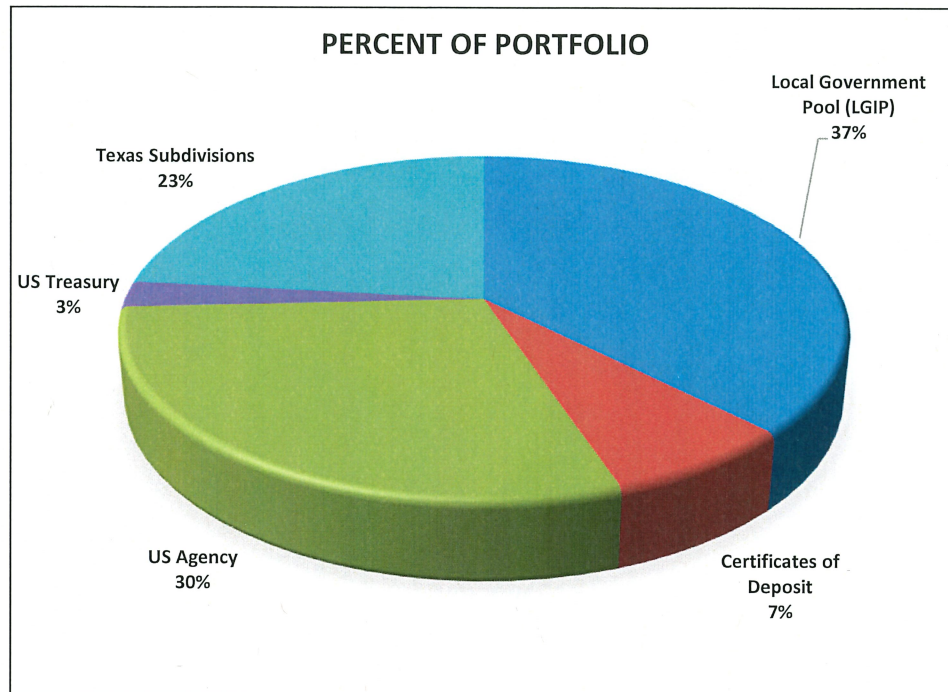
CUSIP	Settlement Date	Security Type	Security Description	CPN Rate	Maturity Date	Credit Rating	Par Value	Purchase Price	Original Cost	Book Value	Market Price	Market Value	Days to Maturity	YTM
TexPool		LGIP	TexPool		1/1/2026	AAAmm	\$ 7,917,260	100.00	\$ 7,917,260	\$ 7,917,260	100.00	\$ 7,917,260	1	3.99%
TexStar		LGIP	TexSTAR		1/1/2026	AAAmm	6,736,237	100.00	6,736,237	6,736,237	100.00	6,736,237	1	3.97%
TexPool ARPA		LGIP	TexPool ARPA		1/1/2026	AAAmm	665,923	100.00	665,923	665,923	100.00	665,923	1	3.99%
CDARS 1028340563	01/04/24	CDARS	Bank of Texas	4.40%	1/2/2026	AAAmm	1,000,000	100.00	1,000,000	1,000,000	100.00	1,000,000	2	4.50%
CDARS 1031524233	07/16/25	CDARS	Bank of Texas	4.01%	7/16/2026		2,000,000	100.00	2,000,000	2,000,000	100.00	2,000,000	197	4.09%
79625GFC2	04/13/22	Texas Subdivision	San Antonio Tx Elec & Gas TXBI	3.15%	2/1/2026	AA+	350,000	100.00	350,000	350,000	99.95	349,811	32	3.15%
232769JW0	09/02/22	Texas Subdivision	Cypress-Fairbanks TX Ind Sch	5.00%	2/15/2026	AA+	500,000	104.770	523,031	500,863	100.15	500,755	46	3.52%
263822TK0	09/23/25	Texas Subdivision	El Paso Water & Sewer	1.04%	3/1/2026	AA	750,000	98.830	741,202	746,603	99.56	746,730	60	3.59%
313385VA1	09/23/25	Agency Bullet	FHLBDN	0.00%	4/2/2026	AA+	1,000,000	98.050	980,476	990,496	99.10	990,950	92	3.80%
5977833U1	10/15/25	Texas Subdivision	Midland TX ISD	5.00%	5/1/2026	Aaa	1,000,000	100.665	1,006,650	1,004,105	100.37	1,003,650	121	3.75%
3130AMMJ8	06/06/21	Agency Callable	FHLB	1.50%	6/9/2026	AA+	1,000,000	100.000	1,000,000	1,000,000	99.11	991,090	160	0.40%
537096Z21	01/19/24	Texas Subdivision	Little Elm TX ISD	0.00%	8/15/2026	AA+	480,000	89.228	428,294	467,437	97.61	468,514	227	4.50%
876448DY4	01/24/23	Texas Subdivision	Tarrant Tx Regl Water Dist	0.75%	9/1/2026	AA	400,000	89.195	358,780	392,036	98.11	392,432	244	4.00%
4637778E5	02/07/23	Texas Subdivision	Irving Tx Table	1.47%	9/15/2026	AA	600,000	91.000	549,467	589,267	98.56	591,342	258	4.18%
3133ERP96	12/24/24	Agency Bullet	FFCB	4.25%	9/24/2026	AA+	1,000,000	99.954	999,540	999,807	100.44	1,004,420	267	4.28%
91282CJT9	02/02/24	US Treasury Note	US Treasury	4.00%	1/15/2027	AA+	1,000,000	99.585	995,703	998,476	100.48	1,004,800	380	4.16%
798765MK6	03/26/25	Texas Subdivision	San Marcos TX	1.24%	8/15/2027	AA	500,000	93.580	467,910	478,146	96.31	481,555	592	4.09%
1164753A0	01/24/24	Texas Subdivision	Brownsville TXD USR	1.48%	9/1/2027	AA+	1,210,000	90.040	1,089,484	1,154,156	96.61	1,168,969	609	4.50%
3130ANUM0	03/26/25	Agency Bullet	FHLB	1.55%	9/15/2027	AA+	1,500,000	94.250	1,413,717	1,440,311	96.73	1,450,920	623	4.02%
3130B4B42	12/23/24	Agency Callable	FHLB	4.63%	12/23/2027	AA+	1,500,000	100.000	1,500,000	750,000	99.99	749,948	722	4.63%
052404QJ2	02/06/25	Texas Subdivision	Austin Texas Community College Dist	1.58%	2/1/2028	AA+	800,000	92.453	739,624	757,821	95.95	767,608	762	4.30%
31424WSY9	01/03/25	Agency Bullet	FAMCA	4.36%	3/3/2028	AA+	1,000,000	100.000	1,000,000	1,000,000	101.59	1,015,920	793	4.36%
3133ETBA4	03/27/25	Agency Bullet	FFCB	3.88%	3/27/2028	AA+	1,000,000	99.870	998,738	999,057	100.60	1,006,010	817	3.92%
248415XT3	07/10/24	Texas Subdivision	Denison TX ISD	2.02%	8/1/2028	AA+	975,000	91.204	889,239	920,468	95.96	935,620	944	4.41%
3134HBDW8	03/27/25	Agency Callable	FHLMC	4.30%	9/27/2028	AA+	1,370,000	99.900	1,368,630	1,368,927	100.05	1,370,699	1,001	4.33%
2350368C7	02/06/25	Texas Subdivision	DFW TX Intl Arprt Rev	1.93%	11/1/2028	A1	430,000	91.660	394,138	402,777	94.98	408,410	1,036	4.48%
3130B04R7	02/22/24	Agency Callable	FHLB	4.65%	2/16/2029	AA+	1,000,000	100.000	1,000,000	1,000,000	101.00	1,010,010	1,143	4.65%
261149AV0	02/06/25	Texas Subdivision	Downtown Dallas TA	0.00%	8/15/2029	A+	2,100,000	81.690	1,715,448	1,791,933	86.17	1,809,633	1,323	4.52%
3133ERR29	01/02/25	Agency Bullet	FFCB	4.38%	1/2/2030	AA+	1,000,000	100.000	1,000,000	1,000,000	102.27	1,022,670	1,463	4.38%
3130B4WP2	02/07/25	Agency Callable	FHLB	4.50%	2/7/2030	AA+	1,500,000	100.000	1,500,000	1,500,000	101.29	1,519,380	1,499	4.50%
Total							\$ 42,284,420	\$ 41,327,491	\$ 40,922,105	\$ 41,081,264				

Trade Date	Settle Date	CUSIP	Security Description	Coupon	Maturity Date	Call Date	Par Value	Principal Amount	Interest Purchased/Received	Total Amount	YTM
<u>Maturities, Calls and Withdrawals</u>											
	12/23/2024	3130B4AN1	FHLB	4.35%	12/18/2026	12/18/2025	\$ 1,500,000	\$ 1,000,000	\$ 32,625	\$ 1,032,625	4.35%
	12/23/2024	3130B4B42	FHLB	4.63%	12/23/2027	12/23/2025	750,000	750,000	34,687	784,687	4.63%
	5/30/2025	3130B6L38	FHLB	4.60%	5/24/2028	11/24/2025	1,000,000	100,000	22,233	122,233	4.60%
	10/29/2025	TexPool	TexPool				1,000,000	1,000,000	-	1,000,000	3.99%
	11/1/2025	TexPool	TexPool				2,000,000	2,000,000	-	2,000,000	3.99%
	12/8/2025	TexPool	TexPool				2,000,000	2,000,000	-	2,000,000	3.99%
<u>Purchases</u>											
	10/15/2025	5977833U1	Midland TX ISD	5.00%	5/1/2026		1,000,000	1,006,650	-	1,006,650	3.75%
<u>Income Payments</u>											
	12/31/2025	TexPool	TexPool		1/1/2026				104,659	104,659	3.99%
	12/31/2025	TexStar	TexSTAR		1/1/2026				67,022	67,022	3.97%
	12/31/2025	TexPool ARPA	TexPool ARPA		1/1/2026				6,845	6,845	3.99%
	12/31/2025	CDARS 1028340563	Bank of Texas	4.40%	1/2/2026				11,156	11,156	4.50%
	12/31/2025	CDARS 1031524233	Bank of Texas	4.01%	7/16/2026				20,242	20,242	4.09%
	11/1/2025	2350368C7	DFW TX Intl Arpt Rev	1.93%	11/1/2028				4,154	4,154	4.48%
	12/9/2025	3130AMMJ8	FHLB	1.50%	6/9/2026				7,500	7,500	0.40%
	12/31/2025	79625GFC2	San Antonio Tx Elec & Gas TXBI	3.15%	2/1/2026				-	-	3.15%
	12/31/2025	232769JW0	Cypress-Fairbanks TX Ind Sch	5.00%	2/15/2026				-	-	3.52%
	12/31/2025	283822TK0	El Paso Water & Sewer	1.04%	3/1/2026				-	-	3.59%
	12/31/2025	313385VA1	FHLBDN	0.00%	4/2/2026				-	-	3.80%
	12/31/2025	5977833U1	Midland TX ISD	5.00%	5/1/2026				-	-	3.75%
	12/31/2025	537096Z1	Little Elm TX ISD	0.00%	8/15/2026				-	-	4.50%
	12/31/2025	876448DY4	Tarrant Tx Regl Water Dist	0.75%	9/1/2026				-	-	4.00%
	12/31/2025	4637778E5	Iring Tx Table	1.47%	9/15/2026				-	-	4.18%
	12/31/2025	3133ERP96	FFCB	4.25%	9/24/2026				-	-	4.28%
	12/31/2025	91282CJT9	US Treasury	4.00%	1/15/2027				-	-	4.16%
	12/31/2025	798765MK6	San Marcos TX	1.24%	8/15/2027				-	-	4.09%
	12/31/2025	1164753A0	Brownsville TXD USR	1.48%	9/1/2027				-	-	4.50%
	12/31/2025	3130ANUM0	FHLB	1.55%	9/15/2027				-	-	4.02%
	12/31/2025	052404QJ2	Austin Texas Community College Dist	1.58%	2/1/2028				-	-	4.30%
	12/31/2025	31424WSY9	FAMCA	4.36%	3/3/2028				-	-	4.36%
	12/31/2025	3133ETBA4	FFCB	3.88%	3/27/2028				-	-	3.92%
	12/31/2025	248415XT3	Denison TX ISD	2.02%	8/1/2028				-	-	4.41%
	12/31/2025	3134HBDW8	FHLMC	4.30%	9/27/2028				-	-	4.33%
	12/31/2025	3130B04R7	FHLB	4.65%	2/16/2029				-	-	4.65%
	12/31/2025	261149AV0	Downtown Dallas TA	0.00%	8/15/2029				-	-	4.52%
	12/31/2025	3133ERR29	FFCB	4.38%	1/2/2030				-	-	4.38%
	12/31/2025	3130B4WP2	FHLB	4.50%	2/7/2030				-	-	4.50%

Total \$ 310,923

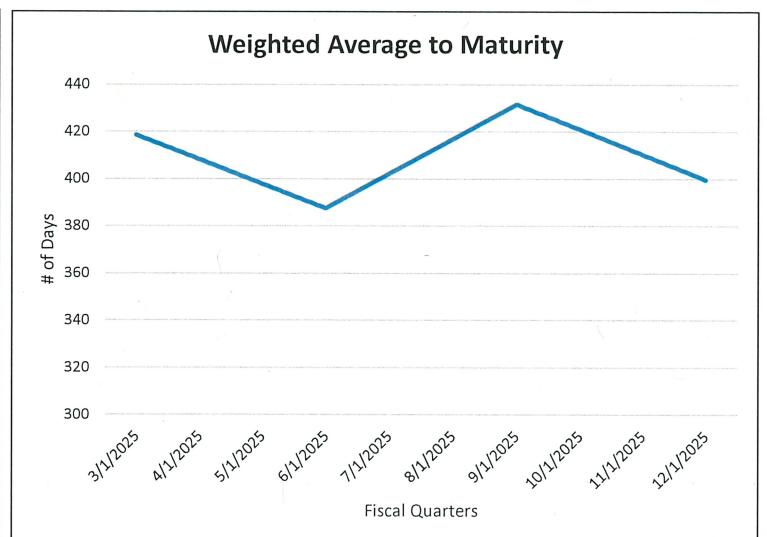
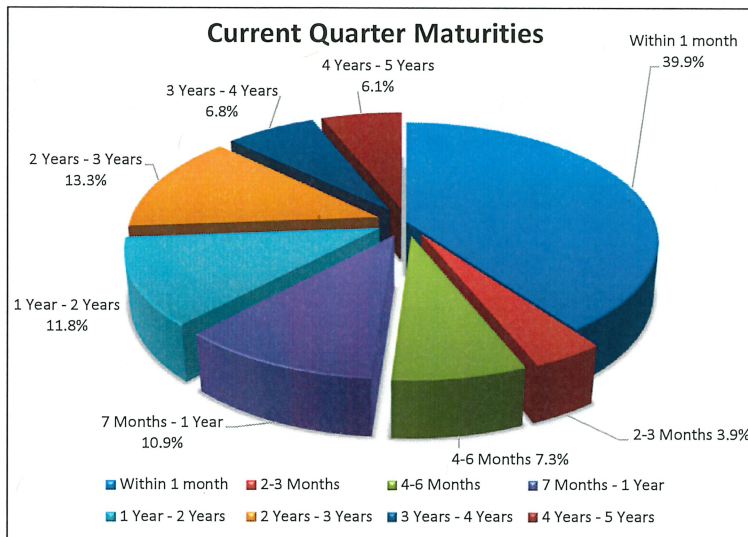
CUSIP	Settle Date	Security Description	Maturity Date	Market Value 9/30/2025	Change in Market Value	Market Value 12/31/2025
TexPool		TexPool		\$ 12,812,602	\$ (4,895,342)	\$ 7,917,260
TexStar		TexStar		6,669,215	67,022	6,736,237
TexPool ARPA		TexPool ARPA		659,277	6,646	665,923
CDARS 1028340563		Bank of Texas	1/2/2026	1,000,000	-	1,000,000
CDARS 1031524233		CDARS	7/16/2026	2,000,000	-	2,000,000
79625GFC2	4/13/2022	San Antonio Tx Elec & Gas TXBI	2/1/2026	348,926	886	349,811
232769JW0	9/2/2022	Cypress-Fairbanks TX Ind Sch	2/15/2026	502,310	(1,555)	500,755
283822TK0	9/23/2025	El Paso Water & Sewer	3/1/2026	741,398	5,333	746,730
313385VA1	9/23/2025	FHLBDN	4/2/2026	981,340	9,610	990,950
5977833U1	10/15/2025	Midland TX ISD	5/1/2026	-	1,003,650	1,003,650
3130AMMJ8	6/6/2021	FHLB	6/9/2026	985,150	5,940	991,090
876448DY4	1/24/2023	Tarrant Tx Regl Water Dist	9/1/2026	389,288	3,144	392,432
4637778E5	2/7/2023	Irving Tx Table	9/15/2026	587,688	3,654	591,342
5370962Z1	1/19/2024	Little Elm TX ISD	8/15/2026	463,440	5,074	468,514
3133ERP96	12/24/2024	FFCB	9/24/2026	1,005,270	(850)	1,004,420
3130B4AN1	12/23/2024	FHLB	12/18/2026	1,500,615	(1,500,615)	-
91282CJT9	2/2/2024	US Treasury	1/15/2027	1,003,750	1,050	1,004,800
798765MK6	3/26/2025	San Marcos TX	8/15/2027	477,495	4,060	481,555
1164753A0	1/24/2024	Brownsville TXD USR	9/1/2027	1,157,389	11,580	1,168,969
3130ANUM0	3/26/2025	FHLB	9/15/2027	1,439,910	11,010	1,450,920
3130B4B42	12/23/2024	FHLB	12/23/2027	1,500,360	(750,413)	749,948
052404QJ2	2/6/2025	Austin Texas Community College Dist	2/1/2028	758,760	8,848	767,608
31424WSY9	1/3/2025	FAMCA	3/3/2028	1,015,110	810	1,015,920
3133ETBA4	3/27/2025	FFCB	3/27/2028	1,004,140	1,870	1,006,010
3130B6L38	5/30/2025	FHLB	5/24/2028	999,850	(999,850)	-
248415XT3	7/10/2024	Denison TX ISD	8/1/2028	928,697	6,923	935,620
3134HBDW8	3/27/2025	FHLMC	9/27/2028	1,370,822	(123)	1,370,699
2350368C7	2/6/2025	DFW TX Intl Arpt Rev	11/1/2028	405,047	3,363	408,410
3130B04R7	2/22/2024	FHLB	2/16/2029	1,009,900	110	1,010,010
261149AV0	2/6/2025	Downtown Dallas TA	8/15/2029	1,784,769	24,864	1,809,633
3133ERR29	1/2/2025	FFCB	1/2/2030	1,021,300	1,370	1,022,670
3130B4WP2	2/7/2025	FHLB	2/7/2030	1,517,715	1,665	1,519,380
Total				\$ 48,041,533	\$ (6,960,268)	\$ 41,081,264

Cash/Investment Type	Balance 3/31/2025	Balance 6/30/2025	Balance 9/30/2025	Balance 12/31/2025	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	\$ 29,885,596	\$ 29,205,612	\$ 20,141,094	\$ 15,319,420	37%	50.00%
Certificates of Deposit	3,000,000	3,000,000	3,000,000	3,000,000	7%	50.00%
US Agency	17,778,429	16,290,094	15,280,298	12,048,598	29%	50.00%
US Treasury	1,995,108	1,997,748	998,112	998,476	2%	50.00%
Texas Subdivisions	9,683,561	9,126,542	8,490,744	9,555,612	23%	50.00%
Total	\$ 62,342,694	\$ 59,619,996	\$ 47,910,248	\$ 40,922,105	100.00%	



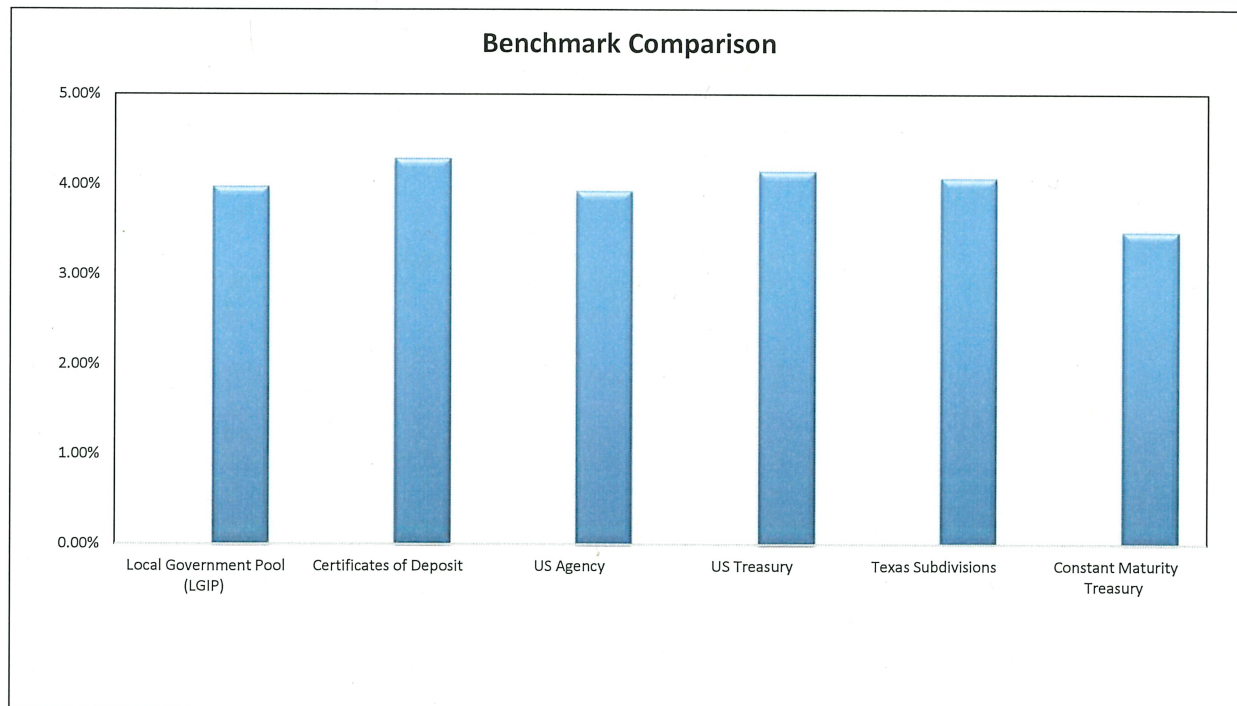
Maturity Time Frame	Balance 3/31/2025	Balance 6/30/2025	Balance 9/30/2025	Balance 12/31/2025	Percent of Portfolio
Within 1 month	\$ 31,382,936	\$ 33,539,213	\$ 20,141,094	\$ 16,319,420	39.9%
2-3 Months	623,905	99,537	-	1,597,467	3.9%
4-6 Months	4,419,726	1,000,000	2,594,182	2,994,601	7.3%
7 Months - 1 Year	2,856,044	2,854,317	6,417,911	4,448,546	10.9%
1 Year - 2 Years	5,910,428	4,922,626	5,550,265	4,821,088	11.8%
2 Years - 3 Years	8,252,630	9,278,251	7,535,731	5,449,049	13.3%
3 Years - 4 Years	4,668,829	3,676,610	3,171,065	2,791,933	6.8%
4 Years - 5 Years	4,228,196	4,249,442	2,500,000	2,500,000	6.1%
	\$ 62,342,694	\$ 59,619,996	\$ 47,910,248	\$ 40,922,105	100.00%

Liquidity Indicator	Maximum Allowable				
Weighted Average Maturity	418.57	387.49	431.70	399.69	500.00



Date Received/ Purchased	CUSIP	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
12/31/2025	TexPool	TexPool		3.99%	\$ 104,659	\$ -	\$ 104,659
12/31/2025	TexStar	TexSTAR		3.97%	67,022	-	67,022
12/31/2025	TexPool ARPA	TexPool ARPA		3.99%	6,645	-	6,645
12/31/2025	CDARS 1028340563	Bank of Texas	4.40%	4.50%	11,156	-	11,156
12/31/2025	CDARS 1031524233	Bank of Texas	4.01%	4.09%	20,242	-	20,242
11/1/2025	2350368C7	DFW TX Intl Arpt Rev	1.93%	4.48%	4,154	323	4,477
11/24/2025	3130B6L38	FHLB	4.60%	4.60%	22,233	(15,333)	6,900
12/9/2025	3130AMMJ8	FHLB	1.50%	0.40%	7,500	(3,750)	3,750
12/18/2025	3130B4AN1	FHLB	4.35%	4.35%	32,625	(18,487)	14,138
12/23/2025	3130B4B42	FHLB	4.63%	4.63%	34,687	(18,018)	16,669
12/31/2025	79625GFC2	San Antonio Tx Elec & Gas TXBI	3.15%	3.15%	-	2,752	2,752
12/31/2025	232769JW0	Cypress-Fairbanks TX Ind Sch	5.00%	3.52%	-	4,523	4,523
12/31/2025	283822TK0	El Paso Water & Sewer	1.04%	3.59%	-	6,956	6,956
12/31/2025	313385VA1	FHLBDN	0.00%	3.80%	-	9,297	9,297
12/31/2025	5977833U1	Midland TX ISD	5.00%	3.75%	-	7,872	7,872
12/31/2025	5370962Z1	Little Elm TX ISD	0.00%	4.50%	-	5,025	5,025
12/31/2025	876448DY4	Tarrant Tx Regl Water Dist	0.75%	4.00%	-	3,749	3,749
12/31/2025	4637778E5	Irving Tx Table	1.47%	4.18%	-	5,942	5,942
12/31/2025	3133ERP96	FFCB	4.25%	4.28%	-	10,691	10,691
12/31/2025	91282CJT9	US Treasury	4.00%	4.16%	-	10,364	10,364
12/31/2025	798765MK6	San Marcos TX	1.24%	4.09%	-	4,912	4,912
12/31/2025	1164753A0	Brownsville TXD USR	1.48%	4.50%	-	12,831	12,831
12/31/2025	3130ANUM0	FHLB	1.55%	4.02%	-	14,545	14,545
12/31/2025	052404QJ2	Austin Texas Community College C	1.58%	4.30%	-	8,215	8,215
12/31/2025	31424WSY9	FAMCA	4.36%	4.36%	-	10,900	10,900
12/31/2025	3133ETBA4	FFCB	3.88%	3.92%	-	9,793	9,793
12/31/2025	248415XT3	FHLBDN	2.02%	4.41%	-	10,202	10,202
12/31/2025	3134HBDW8	FHLMC	4.30%	4.33%	-	14,825	14,825
12/31/2025	3130B04R7	FHLB	4.65%	4.65%	-	11,625	11,625
12/31/2025	261149AV0	Downtown Dallas TA	0.00%	4.52%	-	21,246	21,246
12/31/2025	3133ERR29	FFCB	4.38%	4.38%	-	10,938	10,938
12/31/2025	3130B4WP2	FHLB	4.50%	4.50%	-	16,875	16,875

\$ 310,923 \$ 158,813 \$ 469,736





CITY OF SHERMAN, TEXAS
DEBT PROCEEDS PORTFOLIO SUMMARY
For the Quarter Ending December 31, 2025

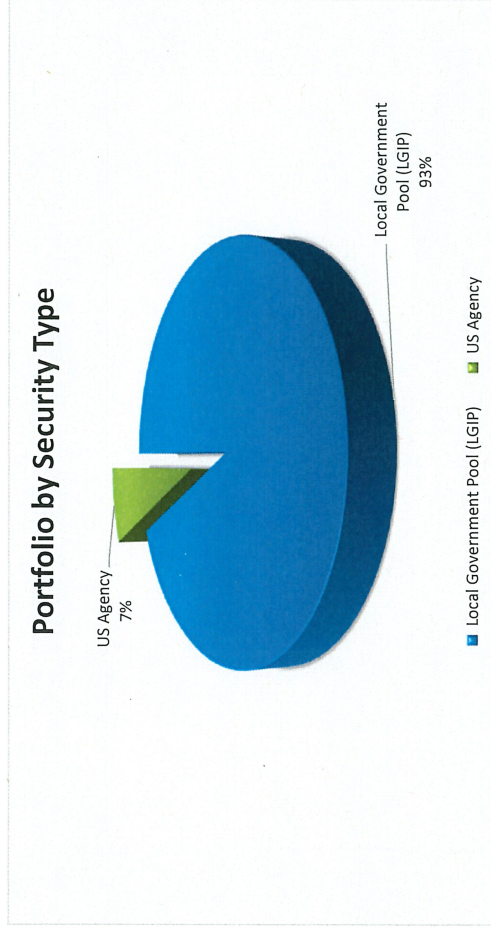
Total Portfolio Summary			
	Current Quarter 12/31/2025	Prior Quarter 9/30/2025	Change From Prior Quarter
Book Value	\$ 73,427,514	\$ 77,039,301	\$ (3,611,787)
Market Value	\$ 73,425,214	\$ 77,039,724	\$ (3,614,510)
Weighted Average Maturity - Days	9	2	7
Weighted Average Yield	3.98%	4.29%	-0.32%
Earned Income	\$ 740,264	\$ 910,608	\$ (170,344)
Earned Income - Year-to-Date	\$ 740,264	\$ 3,458,222	\$ (2,717,957)

This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

As of December 31, 2025, the City of Sherman's debt proceeds portfolio had a book value of about \$73.4 million, which approximates the market value. Of this amount, \$68.4 million was held in Local Government Investment Pools (LGIP) and \$5 million was held in U.S. Agency Securities.

The portfolio value decreased by \$3.6 million from the previous quarter due to draws for project payments.

The weighted average yield on the portfolio was 3.98%, 24 basis points above the 4-week Constant Maturity Treasury Index of 3.74%, and 32 basis points below the previous quarter.



Mary Lawrence

Mary Lawrence, Chief Financial Officer and City of Sherman Investment Officer

Jana Walker

Jana Walker, Controller and City of Sherman Investment Officer

Name/CUSIP	Debt Issuance	Settlement Date	Security Type	Security Description	Maturity Date	Par Value	Purchase Price	Original Cost	Book Value	Market Price	Market Value	Days to Maturity	YTM
TexPool	2023 Certificates of Obligation		LGIP	TexPool	1/1/2026	\$ 20,846,150	100.00	\$ 20,846,150	\$ 20,846,150	100.00	\$ 20,846,150	1	3.99%
TexPool	2024 Certificates of Obligation		LGIP	TexPool	1/1/2026	21,028,553	100.00	21,028,553	21,028,553	100.00	21,028,553	1	3.99%
TexPool	2025 Tax Notes		LGIP	TexPool	1/1/2026	1,449,357	100.00	1,449,357	1,449,357	100.00	1,449,357	1	3.99%
TexPool	2025 Certificates of Obligation		LGIP	TexPool	1/1/2026	25,103,454	100.00	25,103,454	25,103,454	100.00	25,103,454	1	3.99%
3130B8FC1	2023 Certificates of Obligation	10/30/25	US Agency	FHLB	4/28/2026	5,000,000	100.00	5,000,000	5,000,000	99.95	4,997,700	118	3.82%
Total							\$ 73,427,514	\$ 73,427,514	\$ 73,427,514		\$ 73,425,214		

CUSIP	Security Type / Description	Maturity Date	Market Value 9/30/2025	Change in Market Value	Market Value 12/31/2025
TexPool 2023 CO	LGIP		\$ 23,402,400	\$ (2,556,250)	\$ 20,846,150
TexPool 2024 CO	LGIP		20,818,701	209,852	21,028,553
TexPool 2025 Tax notes	LGIP		1,871,875	(422,518)	1,449,357
TexPool 2025 CO	LGIP		24,953,468	149,986	25,103,454
313385MU7 - FHLB 2023 CO	US Agency	10/10/2025	5,993,280	(5,993,280)	-
3130B8FC1 - FHLB 2023 CO	US Agency	4/28/2026	-	4,997,700	4,997,700
Total			\$ 77,039,724	\$ (3,614,510)	\$ 73,425,214

Settle Date	Name	Security Description	Coupon	Maturity Date	Call Date	Par Value	Price	Principal Amount	Interest Purchased/Received	Total Amount	YTM
<u>Project Payments/Draws</u>											
10/20/2025	TexPool 2023 CO	LGIP				\$ 1,028,612		\$ 1,028,612	\$ -	\$ 1,028,612	
11/17/2025	TexPool 2023 CO	LGIP				2,225,662		2,225,662	-	2,225,662	
12/24/2025	TexPool 2023 CO	LGIP				525,644		525,644	-	525,644	
10/20/2025	TexPool 2025 CO	LGIP				65,141		65,141	-	65,141	
12/24/2025	TexPool 2025 CO	LGIP				35,873		35,873	-	35,873	
11/17/2025	TexPool 2025 Tax Notes	LGIP				439,285		439,285	-	439,285	
<u>Maturities and Calls</u>											
10/10/2025	313385MU7 - FHLB 2023 CO	US Agency		10/10/2025		5,000,000		6,000,000	-	6,000,000	4.32%
<u>Deposits/Purchases</u>											
10/30/2025	TexPool 2023 CO	LGIP				1,000,000		1,000,000	-	1,000,000	
10/30/2025	3130B8FC1 - FHLB 2023 CO	US Agency		4/28/2026		5,000,000		5,000,000	-	5,000,000	3.82%
<u>Income Payments</u>											
10/31/2025	Texpool 2023 CO	LGIP							81,263	81,263	4.14%
10/31/2025	Texpool 2024 CO	LGIP							73,234	73,234	4.14%
10/31/2025	TexPool 2025 Tax Notes	LGIP							6,585	6,585	4.14%
10/31/2025	TexPool 2025 CO	LGIP							87,697	87,697	4.14%
11/30/2025	Texpool 2023 CO	LGIP							73,490	73,490	3.99%
11/30/2025	Texpool 2024 CO	LGIP							68,489	68,489	3.99%
11/30/2025	TexPool 2025 Tax Notes	LGIP							5,487	5,487	3.99%
11/30/2025	TexPool 2025 CO	LGIP							81,878	81,878	3.99%
12/31/2025	Texpool 2023 CO	LGIP							68,915	68,915	3.83%
12/31/2025	Texpool 2024 CO	LGIP							68,129	68,129	3.83%
12/31/2025	TexPool 2025 Tax Notes	LGIP							4,696	4,696	3.83%
12/31/2025	TexPool 2025 CO	LGIP							81,425	81,425	3.83%
Total										\$ 701,288	



CITY OF SHERMAN, TX
Comparison by Type
As of 12/31/2025

Cash / Investment Type	Balance 3/31/2025	Balance 6/30/2025	Balance 9/30/2025	Balance 12/31/2025	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	\$ 70,555,608	\$ 85,420,491	\$ 71,046,444	\$ 68,427,514	93.19%	100.00%
US Agency	-	5,928,567	5,992,857	5,000,000	6.81%	100.00%
US Treasury	-	-	-	-	0.00%	100.00%
Total	\$ 70,555,608	\$ 91,349,058	\$ 77,039,301	\$ 73,427,514	100.00%	



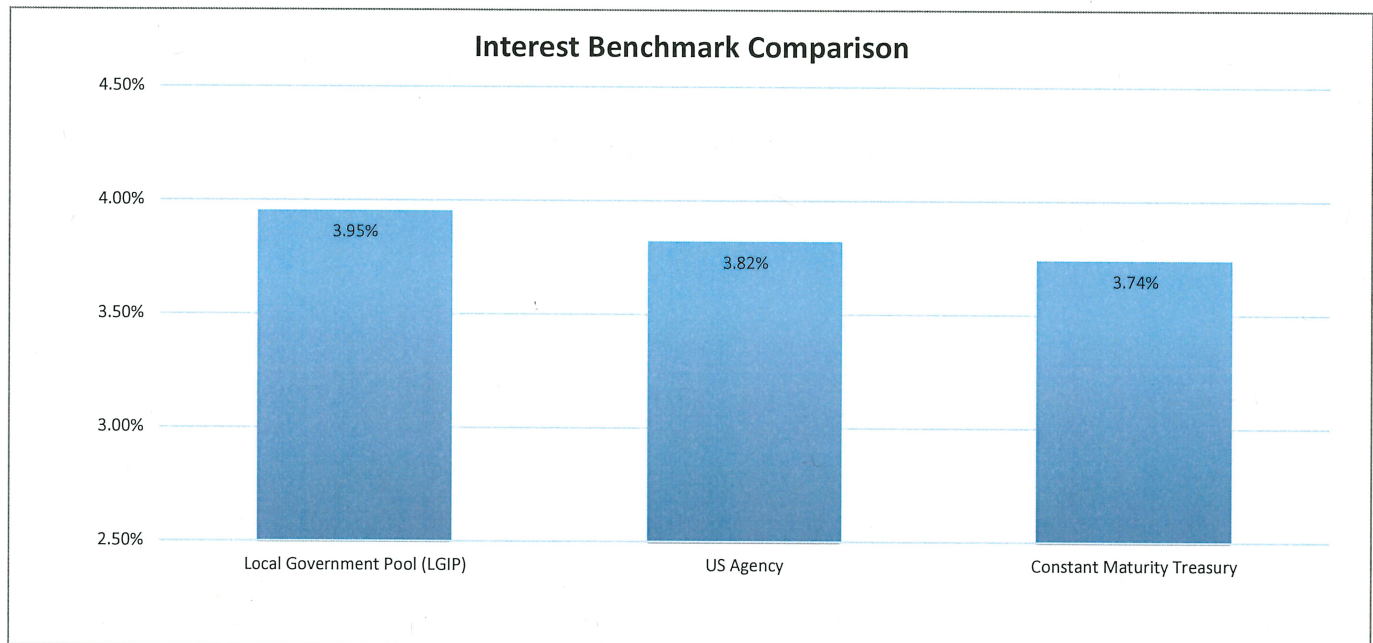
CITY OF SHERMAN, TX
Portfolio by Maturity
As of 12/31/2025

Maturity Time Frame	Balance 3/31/2025	Balance 6/30/2025	Balance 9/30/2025	Balance 12/31/2025	Percent of Portfolio	Maximum Allowable
Within 1 month	\$ 70,555,608	\$ 85,420,491	\$ 77,039,301	\$ 68,427,514	93.2%	100%
2 months - 1 year	-	5,928,567	-	5,000,000	6.8%	
1 year - 2 years	-	-	-	-	0.0%	
2 years - 3 years	-	-	-	-	0.0%	
3 years - 4 years	-	-	-	-	0.0%	
	\$ 70,555,608	\$ 91,349,058	\$ 77,039,301	\$ 73,427,514		

Liquidity Indicator

Weighted Average Maturity	1.00	7.55	1.70	8.97
---------------------------	------	------	------	------

Date Received/ Purchased	Name	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
10/31/2025	Texpool 2023 CO	LGIP		4.14%	\$ 81,263	\$ -	\$ 81,263
10/31/2025	Texpool 2024 CO	LGIP		4.14%	73,234	-	73,234
10/31/2025	TexPool 2025 Tax Notes	LGIP		4.14%	6,585	-	6,585
10/31/2025	TexPool 2025 CO	LGIP		4.14%	87,697	-	87,697
11/30/2025	Texpool 2023 CO	LGIP		3.99%	73,490	-	73,490
11/30/2025	Texpool 2024 CO	LGIP		3.99%	68,489	-	68,489
11/30/2025	TexPool 2025 Tax Notes	LGIP		3.99%	5,487	-	5,487
11/30/2025	TexPool 2025 CO	LGIP		3.99%	81,878	-	81,878
12/31/2025	Texpool 2023 CO	LGIP		3.83%	68,915	-	68,915
12/31/2025	Texpool 2024 CO	LGIP		3.83%	68,129	-	68,129
12/31/2025	TexPool 2025 Tax Notes	LGIP		3.83%	4,696	-	4,696
12/31/2025	TexPool 2025 CO	LGIP		3.83%	81,425	-	81,425
12/31/2025	313385MU7 - FHLB 2023 CO	US Agency		4.32%	-	7,143	7,143
12/31/2025	3130B8FC1 - FHLB 2023 CO	US Agency		3.82%	-	31,833	31,833
					\$ 701,288	\$ 38,976	\$ 740,264





SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E.4.

Meeting Date: 2/2/2026

Prepared By: Jim Cross, Water Systems Manager

Approved By: Zachary Flores, City Manager

Caption:

*** OTHER BUSINESS**

Repair and Rework of the Dorchester #10 Trinity Well Under Emergency Designation

Issue:

To allow the repair and rework of the Dorchester #10 Trinity Well under Emergency Designation

Background:

The Dorchester well system has a capacity to supply approximately 2.2 MGD to the groundwater zone.

Dorchester 10 Trinity typically has a capacity of approximately 350 GPM. Over the last several months of 2025, this well has experienced a significant loss in production of approximately 55% equating to a decrease of 155 GPM. Emergency approval is requested for Weisinger Inc. to perform this repair in order to have it completed prior to the coming increase in water demands. The city has worked extensively with Weisinger Incorporated and have found them competent to do this type of work. Weisinger Inc. is a member of BuyBoard contract #770-25.

Capital Improvement Program:

Origination:

Water Production

Financial Consideration:

The City staff's estimated cost to repair the well is approximately \$455,388.00.

Staff Recommendation:

It is recommended that the emergency repair to the Dorchester #10 Trinity Well under Emergency Designation be approved and that the City Manager be authorized to execute any required contract documents.

Alternatives:

As may be directed by the City Council

Attachments:

1. AGREEMENT - unsigned
2. Quote
3. Location Map

AGREEMENT

THIS AGREEMENT is by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality (the "CITY"), and WEISINGER, INCORPORATED, a corporation (the "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to collectively as the "parties" or individually as a "party."

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Contract Documents. The Work project is generally described as follows:

Dorchester 10 Trinity Emergency Repair – Emergency Designation-2026

Article 2. ENGINEER

The Project has been designed by City of Sherman Engineering Department, Sherman, Texas, who is hereinafter called ENGINEER and who is to act as CITY'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

- 3.1 The Work will be substantially completed and ready for final payment within 90 calendar days from the date when the Contract Time commences to run, as provided in the Special Conditions.
- 3.2 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that CITY will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the Special Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by CITY if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that CONTRACTOR shall pay CITY \$100.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by CITY as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein

Article 4. CONTRACT PRICE

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

At the unit prices shown on the Quote included in the Contract Documents.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with the Special Conditions. Applications for Payment will be processed by ENGINEER, as provided in the Special Conditions.

CONTRACTOR and CITY acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of CITY, which fiscal year ends on September 30th of each year, shall be subject to Sherman City Council approval. In the event that the Sherman City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that CITY shall be obligated to pay monies owed CONTRACTOR for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that CONTRACTOR is not in breach of this Agreement.

The CITY shall retain 5% of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. When the Work is substantially complete, the retained amount may be reduced to 2%, at the CITY'S discretion.

Article 6. INTEREST

If the contract amount of this contract is less than \$5,000,000, no interest will be paid to the CONTRACTOR on retained money. When the contract amount exceeds \$5,000,000, no interest will be paid unless required by law.

Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce CITY to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.
- 7.2 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions and drawings of physical conditions, if any, which are contained or identified in the Contract Documents, and accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.
- 7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies in addition to, or to supplement, those referred to above, which pertain to the subsurface or physical conditions at or contiguous to the site, or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are, or will be, required by CONTRACTOR for

such purposes.

- 7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of all Underground Facilities, whether indicated in the Contract Documents, or not. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are, or will be, required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 7.7 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Conditions.
- 7.8 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

The "Contract Documents," which comprise the entire agreement between CITY and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement
 - 8.2 Certifications Required by Texas Law
 - 8.3 Suspension and Debarment Certification
 - 8.4 Agenda Item
 - 8.5 Request for Quotation
 - 8.6 Quotation
 - 8.7 Form 1295, Certificate of Interested Parties
 - 8.8 Certificate of Insurance
 - 8.9 Performance Bond and POA
 - 8.10 Payment Bond and POA
 - 8.11 Notice to Proceed
 - 8.12 Maintenance Bond and POA
 - 8.13 Closeout Documents
 - 8.14 Davis-Bacon Wage Determinations
 - 8.15 Special Conditions
 - 8.16 General Conditions of Agreement
- Technical Specification prepared or issued by City of Sherman / /

8.17 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Provisions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by CITY ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the Sherman City Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the City Council's authorization for the City Manager to execute said Change Order. CONTRACTOR agrees that CITY'S project managers are authorized to issue Contingency Allowance Authorization but CITY'S project managers, superintendents and/or inspectors not authorized to issue verbal or written Change Orders.

There are no contract Documents other than those listed above in this Agreement. The Contract Documents may only be amended, modified or supplemented, as outlined in this Contract.

Article 9. INDEMNITY

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENCE, GROSSLY NEGLIGENCE AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY,

FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Article 10. LIABILITY

To the fullest extent permitted by law, CONTRACTOR shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of CONTRACTOR under this Agreement, and for any and all damage to CONTRACTOR's equipment and other property. CITY assumes no such responsibility or liability. CITY shall have no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

Article 11. TERMINATION

CITY is entitled to terminate this Agreement at any time for any reason or for no reason by giving CONTRACTOR at least thirty (30) days' prior written notice of the termination date.

CITY is entitled to terminate this Agreement immediately on breach of any term or provision of the Contract Documents by CONTRACTOR. If at any time during the term of this Agreement, CONTRACTOR shall fail to commence the work in accordance with the provisions of the Contract Documents or fail to diligently perform the work in an efficient, timely and careful manner and in strict accordance with the provisions of the Contract Documents, then CITY shall have the right to terminate this Agreement. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Article 12. MISCELLANEOUS

- 12.1 Terms used in the Agreement will have the meanings indicated in the Special Conditions.
- 12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.
- 12.4 Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.
- 12.5 The parties acknowledge and agree that, in executing and performing this Agreement, CITY has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- 12.6 In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.
- 12.7 If either party files any action or brings any proceeding against the other arising from this Agreement, then as between CITY and CONTRACTOR, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- 12.9 Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

- 12.10 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of CITY; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between CITY and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONTRACTOR.
- 12.11 This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- 12.12 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.13 CITY and CONTRACTOR each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to CITY, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR or by ENGINEER on their behalf. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement (the "Effective Date").

CITY: CITY OF SHERMAN, TEXAS

CONTRACTOR: WEISINGER, INCORPORATED

By: _____

By: _____

Date: _____

Date: _____

(Corporate Seal)

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

November 18, 2025

City of Sherman
243 La Cima Dr.
Sherman, TX 75090

Attn: Oscar Canales

Ref: *Dorchester 10T*

Mr. Canales :

As you requested, we have removed the pumping equipment and completed a TV Survey of the well. Listed below are our findings.

A TV Survey was performed on 11/12/2025 to investigate the conditions of the well after removing the pumping equipment. The static water level was 947' and the total depth viewed was 1551' which we believe is where the top of the 10" lap pipe is covered by debris that the camera could not penetrate. This debris will need to be cleared before permanent pumping equipment is installed and operated. Please consider the following:

Scope of Services

- Haul workpipe to worksite
- Service rig and crew to push obstruction to the bottom of the well
- Re-televis the well and make a report of findings

Total of Services Outlined Above \$50,365.00

Thank you for the opportunity to offer you our services as we await your response.

Sincerely

Ronnie Castaneda
Weisinger Incorporated



PO Box 909 • Willis, TX 77378
936-756-7721 • 281-353-8484 • 936-756-7723 fax
www.weisingerinc.com

November 21, 2025

City of Sherman
243 La Cima Dr.
Sherman, TX 75090

Attn: Oscar Canales

Ref: *Dorchester Well 10T*

Mr. Canales:

As requested, we are pleased to provide the following quotation which is in accordance with our understanding of your requirements.

Scope of Services & Supply

Pumping Equipment and Installation

- New 500 GPM @ 1,288' TDH enclosed line shaft bowl assembly with NW performance test
- New 8" x 3" x 1 15/16" with suction pipe & 304 sst cone strainer
- New 300 HP, Premium Eff., 3/60/460V, 1800 rpm, VHS motor
- New 1 15/16" motor drive shaft complete with head shaft nut and gib key
- New 8" Fab steel discharge head with sole plate, column adapter flange with lock ring and 3" x 1 15/16" tension bearing and tension plate
- New 3 gallon epoxy coated oil reservoir complete with immersion heater and lubrication kit
- 2,900 ft of New 1/4" stainless steel airline complete with water level detector kit
- Miscellaneous items to make well operational
- Shop labor to assemble and prepare new equipment for shipment
- Haul pumping equipment to the well site
- Service rig and crew to install pumping equipment in the well
- Service Technician to start-up, test the well, and collect (3) bacteriological samples

Total of Services and Materials Outlined Above\$425,508.00

Cost to Date

- Provide rig and crew and equipment to pull the existing pumping equipment, haul the equipment to our shop, disassemble and inspect the equipment, perform a camera survey and provide a written report of our findings.

Total for Cost to Date\$29,880.00

Grand Total for Scope of Services Above Including Cost to Date\$455,388.00

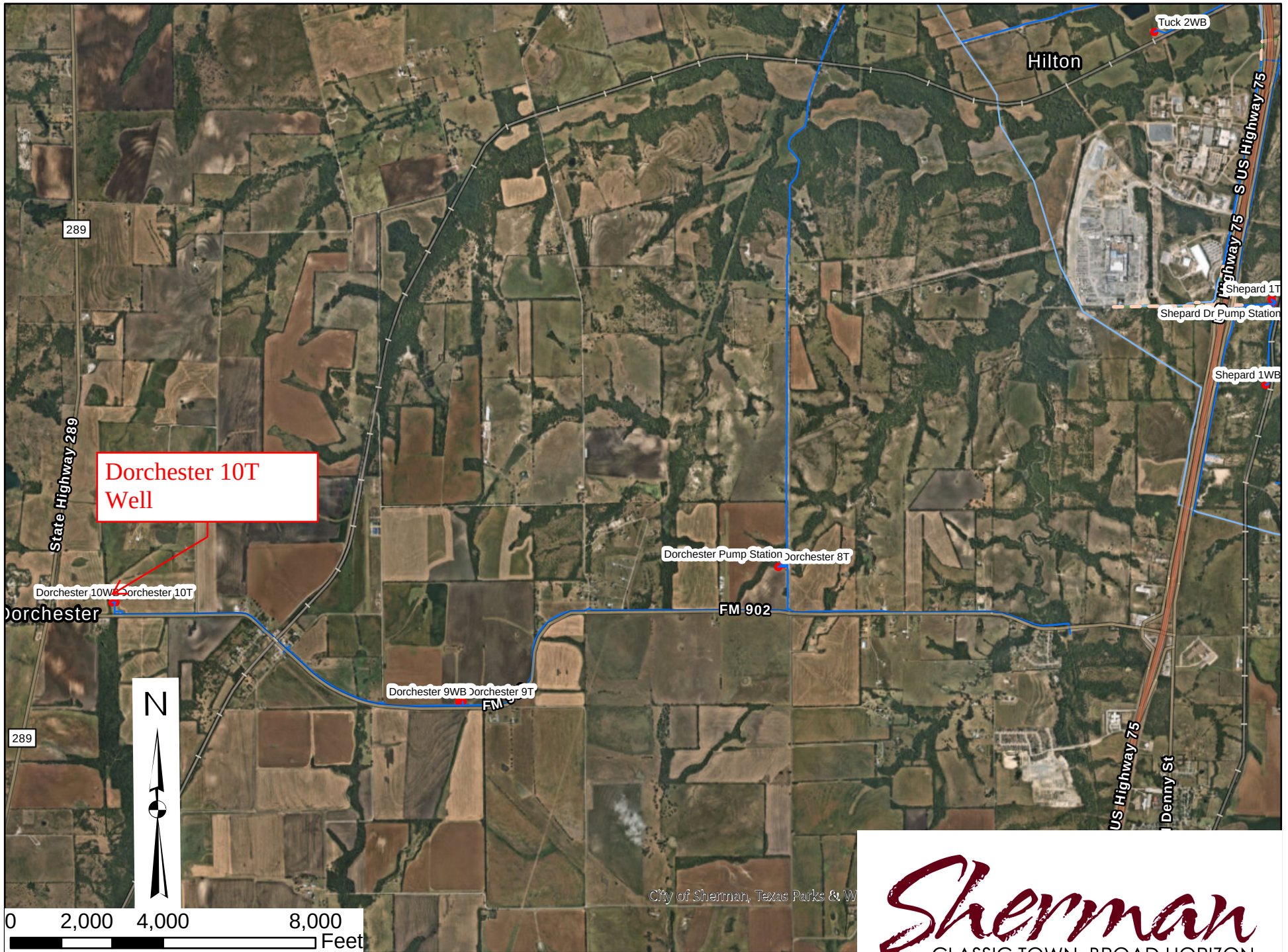
Thank you for the opportunity to offer you our services as we await your response.



Sincerely,

BuyBoard Contract #770-25

Charlie Liesberger



Sherman
CLASSIC TOWN. BROAD HORIZON.



SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E.5.

Meeting Date: 2/2/2026

Prepared By: Jim Cross, Water Systems Manager

Approved By: Zachary Flores, City Manager

Caption:

*** OTHER BUSINESS**

Purchasing Equipment for the Spears Lift Station on Fallon Drive Under Emergency Designation through TIPS

Issue:

To allow emergency purchase of equipment for the Spears Lift Station on Fallon Drive from Pump Solutions Inc. through TIPS.

Background:

Spears sewer lift station located on Fallon Drive was built in 2011 as an intermediate pump station transferring waste from the Hwy 691 sewer pump station to the sewer main at Towncenter. From there the waste gravity feeds to the Wastewater Treatment Facility. Both pumps at the Spears lift station are original equipment and failed within 30 days of each other. This catastrophic failure required a temporary emergency pumping system to be installed at a rental cost of approximately \$35,000 per month. Approval is requested to purchase 2 new replacement pumps from Pump Solutions Inc. (PSI). PSI is a member of TIPS contract #23010401

Capital Improvement Program:

Origination:

Water Production

Financial Consideration:

The City staff's estimated cost to purchase equipment is approximately \$205,826.00.

Staff Recommendation:

It is recommended that the emergency purchase for the Spears Lift Station on Fallon Drive be approved and that the City Manager be authorized to execute any required documents.

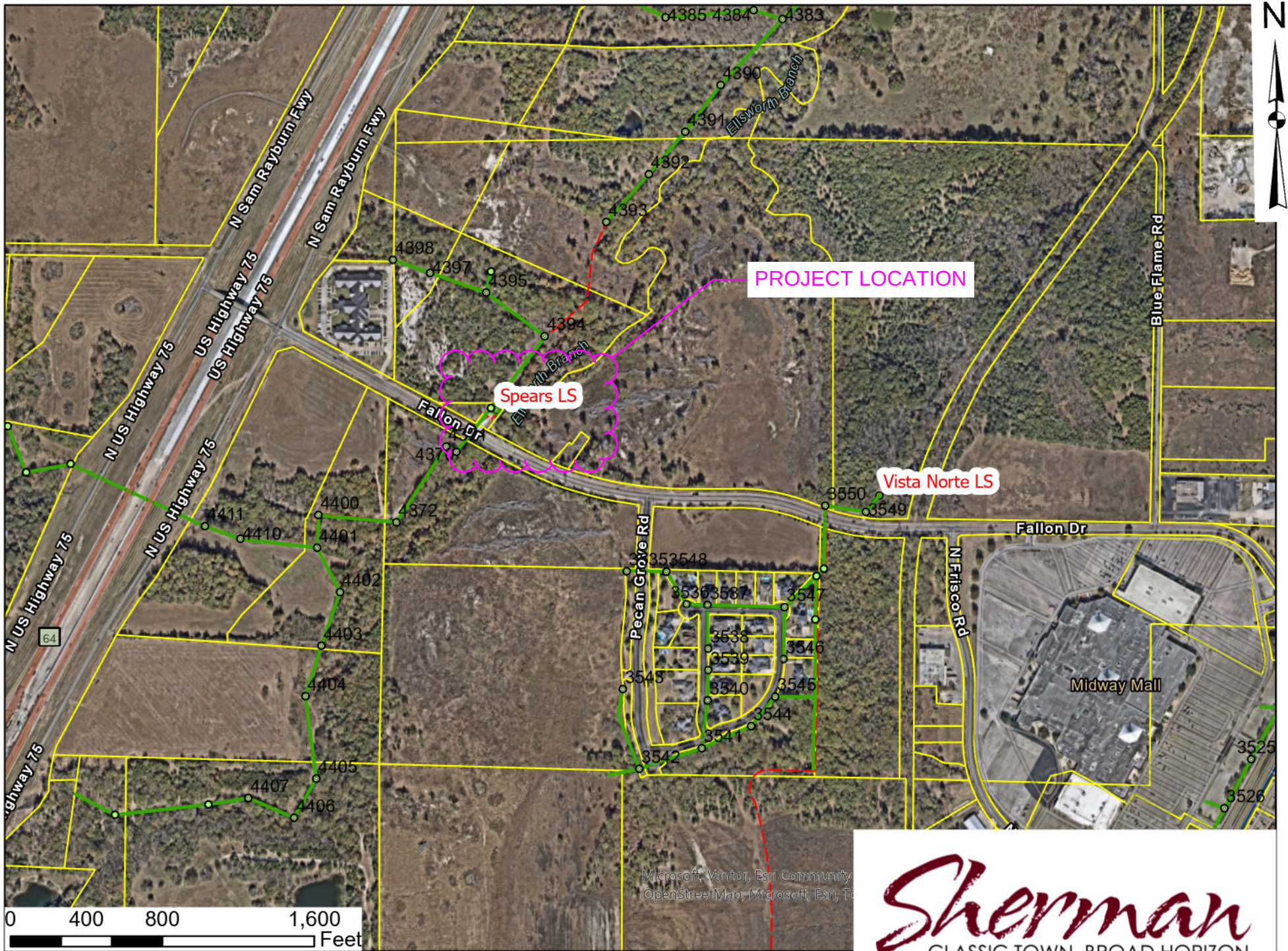
Alternatives:

As may be directed by the City Council

Attachments:

1. Project Location Map
2. Pump Solutions Inc Quote

3. Pump Solutions Inc Quote-2nd pump



Sherman
CLASSIC TOWN. BROAD HORIZON.



1463 South 2nd Avenue
Mansfield, Texas 77357
Phone: 817-684-0900
Cell: 817-751-9306

THIS TRANSMITTAL CONSISTS OF 2 PAGE(S) INCLUDING THIS PAGE

To: City of Sherman
From: Edgar Sanchez
Bid Date: 11/13/2025
Ref: Falon LS
PSI Job # 0291

TIPS INFORMATION:

Name: Pump Solutions Inc.
Account ID #: 8755
Contract #: 23010401

Pump Solutions Inc. is pleased to offer the following parts for the subject project:

Includes the following to repair one Flygt 3231/715-5083, 185hp pump.

- | | |
|-------------------------------|---|
| ➤ QTY (1) Stator Rewind | ➤ QTY (1) Bearing Kit |
| ➤ QTY (1) Impeller | ➤ QTY (1) All electrical connectors, terminals and wires |
| ➤ QTY (1) Wear Ring | ➤ QTY (1) All Sensors |
| ➤ QTY (1) Oil Housing | ➤ QTY (1) Retaining Rings, Pins, Bolts, Nuts, Washers, etc. |
| ➤ QTY (1) Oil Seal Plates | ➤ QTY (1) All O-rings and Gaskets |
| ➤ QTY (1) Cooling Jacket | |
| ➤ QTY (1) Mechanical Seal Kit | |

Findings: The pump arrived with a report of a possible broken impeller. Inspection confirmed that the impeller is broken while the rotor appears to be in good condition. Further testing revealed that the stator megged low and will require a complete rewind. The bearings show heavy signs of wear, and during disassembly the bearing cover was found to be broken. The oil seal plates were also broken, likely due to damage caused by the impeller failure. Additional inspection revealed a puddle of water inside the motor housing, which shorted the stator. The cooling jacket shows significant wear at the internal suction and discharge ports and will need to be replaced. Further disassembly revealed that all connecting blocks, terminals, wires, clips, and other electrical components are very brittle due to age. All electrical components and sensors will need to be replaced. Parts required for repair include a stator rewind, new impeller, wear rings, oil housing, oil seal plates, cooling jacket, mechanical seal kit, bearing kit with bearing cover, all electrical components including all sensors, various circlips, rings, washers, nuts, and bolts, and a complete set of O-rings and gaskets.

Repair Option

LIST Price for repair, including equipment listed above..... \$231,705.00
Lead time: 16-18 Weeks

Adder for original call-out: \$1,040.00
Adder for Flygt installation & start-up: \$2,860.00

LIST Price for repair including installation, start-up, and original call-out..... \$235,605.00

Total TIPS 10% discounted price..... \$212,044.00



Pump Solutions

1463 South 2nd Avenue
Mansfield, Texas 77357
Phone: 817-684-0900
Cell: 817-751-9306

New Direct FLYGT Replacement Option

LIST Price for one NEW Flygt 3231/715-5083, 185hp..... \$222,115.00

Lead Time: 16-18 Weeks

Adder for original call-out: \$1,040.00

Adder for Flygt installation & start-up: \$2,860.00

**LIST Price for NEW Flygt 3231/715-5083, 185hp
including installation, start-up, & original call-out..... \$226,015.00**

Total TIPS 10% discounted price\$203,413.00

New KSB Replacement Option

**LIST Price for NEW KSB K200-403.1304XNG-S 174hp,
50' Power cable, claw, chain, pump safe A & D moisture
monitoring relays, 7-year Pro-rated Warranty..... \$112,008.00**

Lead Time: 12-14 Weeks

Adder for original call-out: \$1,040.00

Adder for KSB installation & start-up: \$3,640.00 (includes pump safe installation)

**LIST Price for NEW KSB K200-403.1304XNG-S
including installation, start-up, & original call-out..... \$116,688.00**

Total TIPS 10% discounted price \$105,019.00

Thank you for considering the proposed equipment. Quote is valid for 30 days. If not repaired or replaced, there will be an \$800 teardown fee.

Sincerely,

Edgar Sanchez
Pump Solutions Inc.



Pump Solutions

1463 South 2nd Avenue
Mansfield, Texas 77357
Phone: 817-684-0900
Cell: 817-751-9306

THIS TRANSMITTAL CONSISTS OF 1 PAGE(S) INCLUDING THIS PAGE

To: City of Sherman
From: Aden Duncan
Bid Date: 01/14/2025
Ref: Falcon LS

TIPS INFORMATION:
Name: Pump Solutions Inc.
Account ID #: 8755
Contract #: 23010401

Pump Solutions Inc. is pleased to offer the following equipment for the subject project:

- QTY (1) KRT K 200-403/1304XNG-S (174HP, 460V) with 50" Power cable, lifting bail, claw, chain, Pump safe A&D moisture monitoring relays

**LIST Price for NEW KSB K200-403.1304XNG-S 174hp,
50' Power cable, claw, chain, pump safe A & D moisture
monitoring relays, 7-year Pro-rated Warranty..... \$112,008.00**
Lead Time: 15-17 Weeks

Total TIPS 10% discounted price \$100,807.00

—Installation NOT included.

Notes

- (1) The price quoted is F.O.B. Jobsite.
- (2) Federal taxes, state taxes, or local taxes are NOT included.
- (3) Terms are TBD, Standard Terms and Conditions Apply.
- (4) If method of payment is Credit Card, a 3.5% convenience fee will be added to the total.
- (5) Quote Valid for 30 Days.

Thank you for your consideration of the proposed equipment.

Sincerely,
Aden Duncan
Pump Solutions Inc.

2026

Council Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

[illegible]