



CITY OF SANTA FE

Date: January 30, 2025

To: Mayor Alan Webber and Governing Body (January 26, 2025)
 Finance Committee (January 24, 2025)
 Public Utilities/ Public Works (January 17, 2025)

Via: Jesse Roach, Interim Public Utilities Department Director
 Debora Trujillo, Interim Environmental Services Division Director

From: Lawrence Garcia, ESD Fleet Manager


JR

DT

LG

Subject: Purchase of Two Rear-Loading Collection Vehicle

Vendor Name: Bond Equipment
Vendor Number: 10834

ITEM AND ISSUE:

Public Utilities Department respectfully requests your review and approval of the Purchase of Two Rear-loading Truck, in the Total Amount of \$805,068 excluding tax, with Bond Equipment Company Via Texas Local Cooperative Buy Board Contract 732-23, a Texas Purchasing Cooperative, (Lawrence Garcia, ESD Fleet Manager, (505-955-2241 imgarcia@santafenm.gov).

Action Requested: Public Utilities / Environmental Services respectfully requests your review and approval.

BACKGROUND AND SUMMARY:

Due to the current market, the build time for waste/recycling collection units is two-three years. Environmental Services Division (ESD) has an opportunity to purchase two rear-loading base model units which we can take possession of within FY 25. Bond Equipment Company has two Rear-loading trucks available. The proposed collection vehicles meet ESD required specifications.

The collection vehicles which are proposed for replacement are:

- Asset #54771—a 2014 Crain Carrier which is over ten years old.
- Asset #54772— a 2014 Crain Carrier Which is over ten years old.

PROCUREMENT METHOD:

The procurement method is from Bond Equipment Company via the Texas Cooperative Purchasing Agreement 723-23 Medium and Heavy-Duty Truck, Parts, and Maintenance Repair Services.

Chief Procurement Officer Approval: [Signature] Date: _____

Comment/Exceptions: _____

Supporting Information:

The funding source is:
Fund Name/Number: General Fund/Fund 510
Munis Org Name/Number: ESD Commercial Collection0/5100332
Munis Object Name/Number: Vehicles > 1.5/571000

Budget Officer Approval: Andy Hopkins Date: _____
Comment/Exceptions: _____

Grant Yes | No

Grant: N/A

Grant Manager/Accounting Officer Approval: N/A Date: _____
Comment/Exceptions: _____

Project Yes | No

Project Ledger #: N/A

CAPITAL ASSET (will this procurement result in a tangible item that costs more than \$5,000)
 Yes | No

Asset # (if known): TBD

Repair or Replacement of Existing Equipment:

Yes | No
~If yes -> Repair | Replacement

- The collection vehicles which are proposed for replacement are:
- Asset #54771—a 2014 Crain Carrier which is over ten years old.
 - Asset #54772— a 2014 Crain Carrier Which is over ten years old.

The cost of repair and maintenance of these two collection vehicles is high as these trucks are old and are not in good condition. These compounded issues result in higher operational costs to keep older trucks on the road and possible safety issues.

Capital Project:
(New and improvement projects that are going to cost \$10,000 or more)
 Yes | No

Anticipated length of project: N/A

Asset Manager Approval: Josie Bolden
Comment/Exceptions: _____

Date: _____

Was this service deemed construction: Yes | No


~If yes, does this expenditure exceed \$25,000? Yes | No

~If yes, did you obtain the appropriate bond? Yes | No

~Performance and Payment & Labor - NMSA 1978, Section 13-4-18


Department Approvals:

Vehicles: Yes | No See Memo

Approval: 

Title: P/U Dept Director

Date: _____

Approval: 

Title: Interim Div Director

Date: _____

Comment & Exceptions: _____

Department Contract Administrator Contact Info: lmgarcia@sanafenm.gov

ATTACHMENTS:

Vendor Quote 38735 including specifications Dated 9/10/2024

Purchasing approval Memo

CES Contract Award Letter including signatures, and pricing

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

PRODUCT PURCHASING BASED ON CONTRACT

Customer		City of Santa Fe		1/30/2025
Product Description	LH Drive	Battle Motors	LET2 6X4	diesel
	Ship to	New Way		
A. Base Price in Bid/Proposal Number		723-23		\$189,356.00
B. Published Options *Itemize each item below)				
Crew Cab	3876	Batt-Disconnect to switch	185	
4500RDS-R	11060	Marker lts w/ disconnect	138	
Block Heater	384	Battery box 3 950 CCA	310	
HMX 460	3342	Adjustable seat shock	168	
D46-170	1350	RH Fixed "C"	721	
Pre Cleaner	355			
Tow pins	143			
Air horn	798			
Heated Mirrors	116			
Diff lock controls w buzzer	391			
DCDL Tandem	1118	25 Yard New Way Cobra	170756	
Interaxle controls/buzzer	34	Freight	5000	
Subtotal column 1	22967	Subtotal column 2	177278	
Published Options added to Base Price (Subtotal of Column 1 Column 2)				\$200,245
C. Subtotal of A+ B				\$389,601
D. Unpublished Options (Itemize each item below. Not to exceed + 25% of Unpublished)				
DLX Seat	858	Surcharge	975	
		Payment after delivery	8000	
Total Column 1	858	Total Column 2	8975	
Unpublished Options added to Base Price (subtotal of Column 1 + 2)				9833
E. Contract Price Adjustment (if any explain)				
F. Total of C + D + E(Not including Buyboard Fee)				\$399,434
G. Quantity Ordered (Units x F)	1 # of Units			399,434
H. Buyboard Fee		400		400
I. Non-Equipment Charges & Credits (ie Ext. Warranty, Trade In, Cost of Factory Trips etc.)			*Cummins Ext Warranty	2700
			*Truck Inspection	1500
		Subtotal non equipment charges		4200
J. TOTAL PURCHASE PRICE INCLUDING (G +H +I)				402,534
Bond Equipment Company Inc.		Andy Bond		
2946 Irving Blvd		214-637-0760		
Dallas, TX 75247				

*Cummins Extended warranty per truck \$2700

*Truck inspection per person \$1500

MEMO



Environmental Services Division
Recycling | Trash | Sustainability
Keep Santa Fe Beautiful

DATE: January 21, 20255

TO: Travis Dutton-Leyda, Chief Procurement Officer

FROM: Lawrence Garcia, ESD Fleet Manager

RE: Purchasing Manual XV. Cooperative Agreements/ Central Purchasing Authority

ITEM AND ISSUE:

Request for Approval to utilize the Texas Buy Board Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Service.to purchase two Rear-Loader trucks from Bond Equipment. The Buy Board contract number is #723-23. The Total Amount of this purchase is \$804,068 From Bond Equipment vendor #10834.

PROCUREMENT METHOD:

The procurement method is off the Texas Buy Board Contract No 723-23 Via Bond Equipment.

FUNDING SOURCE:

Fund Name/Number: Environmental Services Division Fund/510

Munis Org Name/Number: 5100332 (Commercial Collection)

Munis Object Name/Number: Vehicles >1.5 /571000

ACTION REQUESTED:

Per the City of Santa Fe Purchasing Manual (XV Cooperative Agreement), Environmental Services Division (ESD) is requesting authority to purchase from Bond Equipment via Texas BuyBaord contract # 723-23 Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Service.

A handwritten signature in black ink, appearing to be "L. Garcia", written over a horizontal dashed line.

Approval Signature



October 18, 2024

Sent via email to: andyb@bondequipment.com

Andy Bond
Bond Equipment Company
2946 Irving Blvd.
Dallas TX 75247

Re: Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Services
BuyBoard Contract 723-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Services, Contract 723-23 effective 12/1/2023 through November 30, 2024, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through November 30, 2025.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

1st renewal v.02.13.2020





October 9, 2023

Sent Via Email: andyb@bondequipment.com

Andy Bond
Bond Equipment Company
2946 Irving Blvd
Dallas, TX 75247

Welcome to BuyBoard!

Re: Notice of National Purchasing Cooperative Award; Proposal Invitation No. 723-23, Medium and Heavy Duty Trucks, Parts, and Maintenance Repair Service

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, 2023, through November 30, 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. 723-23 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

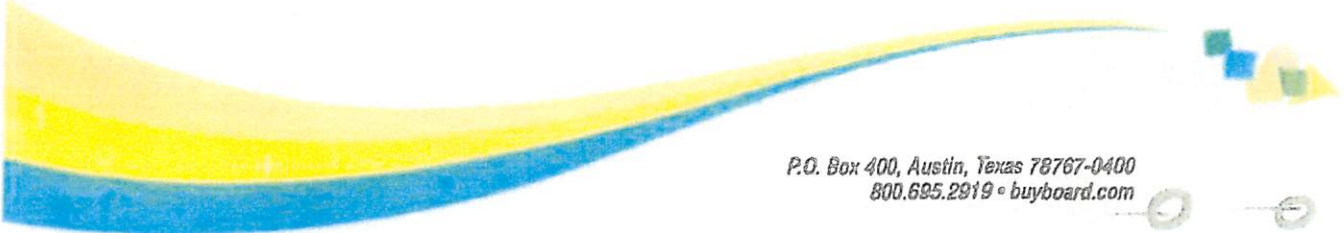
A list of National Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

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,

Ava Benford, Cooperative Procurement Manager
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



October 9, 2023

Sent Via Email: andyb@bondequipment.com

Andy Bond
Bond Equipment Company
2946 Irving Blvd
Dallas, TX 75247

Welcome to BuyBoard!

Re: Notice of The Local Government Purchasing Cooperative Contract Award; Proposal Invitation No. 723-23, Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Service

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, 2023, through November 30, 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. 723-23 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,

Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative



PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Service	Proposal Due Date/Opening Date and Time August 24, 2023, at 4:00 PM
Proposal Invitation Number 723-23	Location of Proposal Opening Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term December 1, 2023, through November 30, 2024, with two possible one-year renewals.	Anticipated Cooperative Board Meeting Date October 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.

Bond Equipment Co. Inc.

Name of Proposing Company

8/22/2023

Date

2946 Irving Blvd

Street Address

Signature of Authorized Company Official

Dallas TX 76039

City, State, Zip

James A Bond

Printed Name of Authorized Company Official

214-637-0760

Telephone Number of Authorized Company Official

President

Position or Title of Authorized Company Official

214-637-4731

Fax Number of Authorized Company Official

75-0929505

Federal ID Number

1 Section 4: Battle Motors Vehicles

4 Base Model Price for Battle Motors Low Narrow Tilt (LNT) 4x2 – Diesel - Heavy Duty, Low Narrow Tilt Cab, Class 6, 7, and 8, GVWR 26,000 - 66,000 lbs., Cummins B6.7, 200-380 HP engine, Allison 3000 RDS transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.

Unit Price: Total:

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. Dealer Floor Plan and Lot Insurance costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees shall not be included in the price of a vehicle for the purpose of this proposal but must be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

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Section 4: Battle Motors Vehicles

Base Model Price for **Battle Motors Low Entry Tilt 2 (LET2) 4x2 - Diesel - Heavy Duty, Low Entry Tilt Cab, Class 7 and 8, GVWR 46,000 - 72,000 lbs., Cummins L9, 300 - 430 HP engine, Allison 3000 RDS transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.**

Unit Price: Total:

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. Dealer Floor Plan and Lot Insurance costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees shall not be included in the price of a vehicle for the purpose of this proposal but must be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

1 Section 4: Battle Motors Vehicles

8 Base Model Price for **Battle Motors Low Narrow Tilt (LNT) 4x2 – Electric - Heavy Duty, Low Narrow Tilt Cab, Class 6 - 8, GVWR 26,000 - 54,000lbs, BorgWarner Cascadia Motion HVH410-150, 500 HP, Direct Drive transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.**

Unit Price: Total:

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. Dealer Floor Plan and Lot Insurance costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees shall not be included in the price of a vehicle for the purpose of this proposal but must be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

1 **Section 4: Battle Motors Vehicles**

9 **Base Model Price for Battle Motors Low Entry Tilt II (LET2) 4x2 – Electric - Heavy Duty, Low Entry Tilt Cab, Class 6-8, GVWR 33,000 - 72,000lbs, BorgWarner Cascadia Motion HVH410-150, 500 HP, Two Speed Powershift transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.**

Unit Price: **\$375,540.00** Total: **\$375,540.00**

Manufacturer: **Battle Motors**

Manufacturer #: **167858**

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. Dealer Floor Plan and Lot Insurance costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees shall not be included in the price of a vehicle for the purpose of this proposal but must be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

20 **Section 5: Battle Motors Model Vehicles OPTIONAL EQUIPMENT and PARTS**
Discount (%) off all Original Equipment Manufacturer (OEM) Options. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total:

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) 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"

21 **Section 5: Battle Motors Model Vehicles OPTIONAL EQUIPMENT and PARTS**
Discount (%) off all Third Party Options (not OEM) and Unpublished Options and Equipment. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total:

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

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Item Attributes

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

2 Section 5: Battle Motors Model Vehicles OPTIONAL EQUIPMENT and PARTS

2 Discount (%) off all Original Equipment Manufacturer (OEM) Parts.

Total:

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

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- 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 5: Battle Motors Model Vehicles OPTIONAL EQUIPMENT and PARTS

3 Discount (%) off all Extended Service Maintenance Agreements.

Total:

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

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- 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 5: Battle Motors Model Vehicles OPTIONAL EQUIPMENT and PARTS**
4 Discount (%) off all Floor Plan Insurance and Lot Insurance (dealer inventory vehicles and upfitting vehicles).

Total:

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) 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 6: Battle Motors Model Vehicles Delivery Fees and Labor Rate for Installation and Repair**
5 **Service**

Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: UOM: Labor Rate Price: Total:

2 **Section 6: Battle Motors Model Vehicles Delivery Fees and Labor Rate for Installation and Repair**
6 **Service**

Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: UOM: Labor Rate Price: Total:

2 **Section 6: Battle Motors Model Vehicles Delivery Fees and Labor Rate for Installation and Repair**
7 **Service**

Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: UOM: Fee Price: Total:



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-confusion 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: AB



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: AB



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: AB



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: AB



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: AB



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: AB



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: AB



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: AB



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: AB



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.

Bond Equipment Co. Inc

Name of Vendor

Signature of Authorized Company Official

723-23

Proposal Invitation Number

James A Bond

Printed Name of Authorized Company Official

8/22/2023

Date



Texas Department of
Motor Vehicles

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: A134446

GENERAL DISTINGUISHING NUMBER:

MOTOR VEHICLE DIVISION

P111010

Motor Vehicle

P134447X

Utility Trailer/Semi-Trailer

BOND EQUIPMENT COMPANY, INC.
2946 IRVING BLVD
DALLAS, TEXAS DALLAS 75247-6211

EXPIRES: 03-31-2024
PHYSICAL LOCATION:
2946 IRVING BLVD
DALLAS, TEXAS DALLAS 75247-6211

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

Battle Motors : HT-Heavy Truck, Crane Carrier : HT-Heavy Truck

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Monique Johnston

Monique Johnston, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.



To BuyBoard, 12007 Research Blvd, Austin, TX 78759, Contract # 723-23,

Bond Equipment Company, Inc., is an authorized dealer of Battle Motors products.

David Raglin

DocuSigned by:

David Raglin

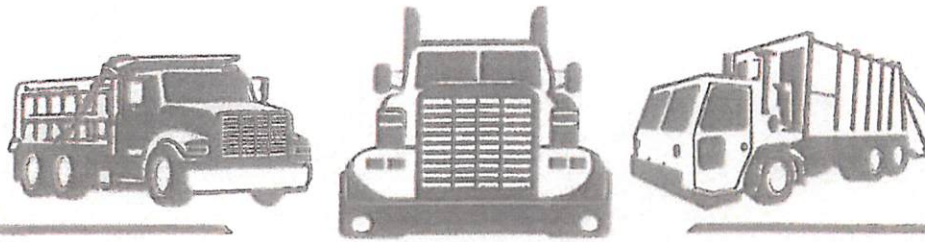
4BA19B70577A0A...

Vice President of Sales – Southwest

draglin@battlemotors.com

918.605.4972





BOND EQUIPMENT

To: City of Sante Fe

1/14/2025

Bond Equipment will supply the units in the guidelines of the Buyboard Contract 732-23. Purchase orders will need to be submitted to Bond Equipment and to the Buyboard.

Please submit purchase order for Buyboard to email below.

info@buyboard.com

For any questions or concerns, please reach out to:

Aubrie Basco

Aubrie@bondequipment.com

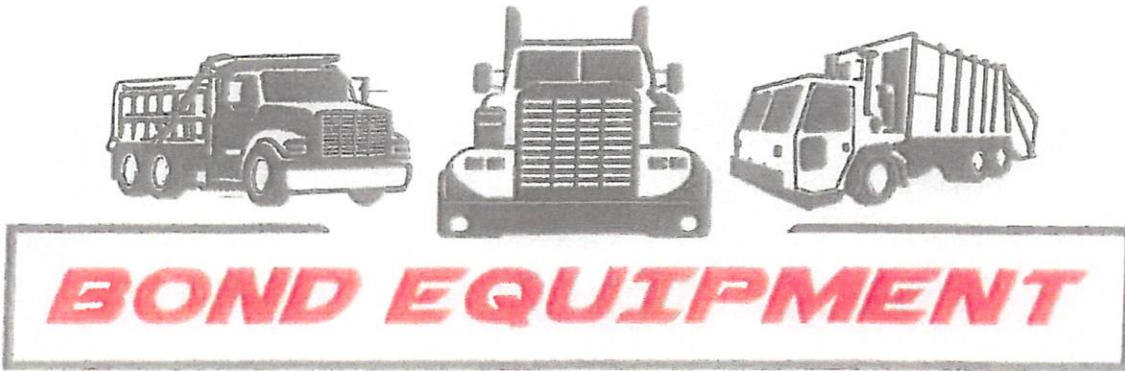
m. 972-513-5105

AB

2946 Irving Blvd
214-637-0760

Dallas, TX 75247
214-637-4731 Fax

Vend 10834



To: City of Sante Fe

1/14/2025

Bond Equipment will supply the units in the guidelines of the Buyboard Contract 732-23. Purchase orders will need to be submitted to Bond Equipment and to the Buyboard.

Please submit purchase order for Buyboard to email below.
info@buyboard.com

For any questions or concerns, please reach out to:
Aubrie Basco
Aubrie@bondequipment.com
m. 972-513-5105

AB

2946 Irving Blvd
214-637-0760

Dallas, TX 75247
214-637-4731 Fax

Signature: *Lawrence Garcia*

Email: imgarcia@santafenm.gov

Signature: *JD*

Email: jdroach@santafenm.gov

Signature: *DEB*
DEBORA TRUJILLO (Feb 3, 2025 12:49 MST)

Email: dctrujillo@santafenm.gov



City of Santa Fe New Mexico

Memorandum



DATE: February 10, 2025

TO: David Jaramillo, Fleet Section Manager
 Rob Corabi, Accounting Manager

DJ
 DJ
RC
 RC

FROM: Lawrence Garcia, ESD Fleet Manager

LG
 LG

ISSUE: Request Approval to Purchase of two Rear-Loading collection vehicles.

BACKGROUND AND SUMMARY:

The Public Utilities Department needs to replace two Rear-Loading collection vehicles, in the Total Amount of \$805,068 excluding tax

The collection vehicles which are proposed for replacement are:

- Asset #54771—a 2014 Crain Carrier which is over ten years old.
- Asset #54772— a 2014 Crain Carrier Which is over ten years old.

These vehicles are over ten years old and have electrical problems which will need to be sent out for third party for the replacement of the entire wiring harness.

RECOMMENDED ACTION:

The Department is respectfully requesting your approval for the purchase of these proposed vehicles.

Approval Signatures:

David Jaramillo (Feb 10, 2025 08:21 MST)

David Jaramillo, Fleet Section Manager

Robert Corabi (Feb 10, 2025 10:07 MST)

Rob Corabi, Accounting Manager

Signature: *Lawrence Garcia*

Email: lmgarcia@santafenm.gov