



**CITY OF LA MARQUE
CITY COUNCIL
REGULAR AGENDA
of
April 28, 2025**

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a **Regular Meeting** on **April 28, 2025**, beginning at **6:00 PM** in the **Council Chambers** at **1109-B Bayou Road La Marque, Texas** as well as via video-conference hosted through Zoom (councilzoom.cityoflamarque.org). In accordance with Section 551.127(b) of the Texas Local Government Code the presiding officer and a quorum of the La Marque City Council intend to be and will be physically present at 1109-B Bayou Road, La Marque, Texas. This location will be open to the public and the meeting will be broadcast at this location, on Channel 16, and via YouTube (<https://www.youtube.com/watch?v=L6G8ypjyEDo>).

The Council will meet for the purpose of considering the following agenda:

1. CALL MEETING TO ORDER
2. ROLL CALL
3. INVOCATION AND PLEDGE OF ALLEGIANCE
4. PRESENTATIONS
 - 4.I. Proclamation: Autism Acceptance Month
 - 4.II. Proclamation: Drinking Water Week
 - 4.III. Proclamation: Lemonade Day
 - 4.IV. Proclamation: World Migratory Bird Day
 - 4.V. Presentation: Economic Development Corporation Update
5. CITIZENS PARTICIPATION
LIMITED TO THREE MINUTES PER PERSON

Comments from the public will be heard at this time. Any person with city-related business who has signed up may speak to Council (limited to three (3) minutes). If wishing to speak give the Mayor or presiding officer your full legal name and the item you wish to speak about. In compliance with Texas Open Meeting Act, the City may not deliberate on comments. Personal attacks will not be allowed, and personnel matters should be addressed to the City Manager during normal business hours. *Press *6 to mute or unmute if you are participating by telephone, press the unmute button if attending*

via zoom on a smartphone, tablet or computer, or stand if attending in person, and the mayor will call on you in turn.

6. MINUTES

6.I. Special City Council Minutes 04.16.2025

7. OLD BUSINESS

Items presented to the Council for discussion and possible action:

7.I. Volunteer Background Checks

Considering the implementation of background checks for all volunteers, including boards, commissions, committees, and council - *City Clerk THIS ITEM WAS TABLED 04.10.2025*

8. NEW BUSINESS

Items presented to the Council for discussion and possible action:

8.I. Ordinance No. O-2025-0011

Approving mid-year budget amendments for FY25 - *Finance*

8.II. Resolution No. R-2025-0020

Authorizing the acceptance of the FY25 SB 224 Catalytic Converter Grant Award from the Motor Vehicle Crime Prevention Authority - *Police*

8.III. Resolution No. R-2025-2021

Approving a resolution to recognize World Migratory Bird Day - *Parks*

8.IV. Resolution No. R-2025-0022

Approving application for No-Match AAA Road Safety Grant - *Police*

8.V. Resolution No. R-2025-0023

Authorizing the Submission of No-Match Grant Applications not to exceed \$25,000 - *District B/ District D*

8.VI. Texas Water Development Board (TWDB) Clean Water State Revolving Fund (CWSRF)

Authorizing the postponement of the ordinance authorizing the sale of certificates of obligation to evidence a loan from the Texas Water Development Board and the related public hearing - *Finance*

8.VII. Purchasing

Approving the purchase of a Drone under the FY24 Catalytic Converter Grant in the amount of \$29,458.40 - *Police*

8.VIII. Meeting Cancellation

Cancelling the Regular City Council Meeting scheduled for May 26, 2025 - *City Clerk*

8.IX. District A Request

Requesting a Public Information Request and judicial ruling regarding a councilmember's eligibility to serve on council - *District A/ District D*

9. CITY MANAGER REPORT

a submitted report to update Council and Community on the standard operations of the City, report can be acknowledged as whole or discussed at the pleasure of Council.

9.I. March 2025 Municipal Court Stats

9.II. Sales Tax Revenue Report as of April 2025

9.III. Grant Award: NRA Foundation Gun Safety Education

9.IV. Items for the Good of the Order

10. EXECUTIVE SESSION

The City Council for the City of La Marque, Texas reserves the right to adjourn into executive session at any time during this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code Section 551.071 (Consultation with Attorney), 551.072(Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.087 (Economic Development)

11. ACTIONS TAKEN FROM EXECUTIVE SESSION

12. REQUESTS AND ANNOUNCEMENTS

Requests by Mayor and Council Members of items to be placed on future City Council agendas and announcements on city events/community interests TEX. GOV'T CODE §551.415. (b), "items of community interest" include: (1) expressions of thanks, congratulations, or condolence; (2) information regarding holiday schedules; (3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision; (4) a reminder about an upcoming event organized or sponsored by the governing body (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality or county; and (6) announcements involving an imminent threat to the public health and safety of people in the municipality or county that has arisen after the posting of the agenda

13. ADJOURNMENT

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on or before April 25, 2025 at 12:00 p.m.

Kierra K. Nance, TRMC
City Clerk

Office of the Mayor
for the City of La Marque

PROCLAMATION

WHEREAS, Autism Spectrum Disorder (ASD) is a developmental condition that affects individuals in unique and diverse ways; and

WHEREAS, individuals on the autism spectrum contribute significantly to the diversity, creativity, and strength of the community; and

WHEREAS, Autism Acceptance Month seeks to foster greater understanding, promote inclusion, and celebrate the unique talents and perspectives of people with autism; and

WHEREAS, the City of La Marque recognizes that individuals with autism have the right to be treated with dignity, respect, and kindness, and should have access to opportunities and support to enable them to thrive; and

WHEREAS, through education, awareness, and action, the community can eliminate stigma, reduce barriers to inclusion, and create environments that are welcoming to all people, regardless of neurodiversity ; and

NOW, THEREFORE, we the Mayor and City Council by virtue of our authority vested by the City of La Marque, Texas do hereby proclaim the month of April 2025 as:

"AUTISM ACCEPTANCE MONTH"

in the City of La Marque and do hereby encourage all the citizens of La Marque to recognize this month by seeking to educate themselves, embrace the diversity, celebrate and commit to creating a world where individuals with autism are accepted, respected, and included in all aspects of society.

In testimony whereof, witness my hand and the Seal of the City of La Marque, this the 8th day of April 2025.

Keith Bell, Mayor

Office of the Mayor
for the City of La Marque

PROCLAMATION

WHEREAS, water is the most valuable natural resource; and

WHEREAS, drinking water serves a vital role in daily life, serving an essential purpose to health, hydration and hygiene needs for the quality of life that citizens enjoy; and

WHEREAS, tap water delivers public health protection, fire protection, support for our economy and the quality of life that the public enjoys; and

WHEREAS, the health, safety, and well-being of the community depend on reliable, high-quality drinking water, and well-maintained infrastructure to deliver it; and

WHEREAS, Drinking Water Week provides an opportunity to recognize the vital role water plays throughout daily life and to acknowledge the tireless efforts of those who provide the community with safe, reliable drinking water;

NOW THEREFORE, we the Mayor and City Council, urge all citizens and businesses to join and hereby proclaim the week of May 4 – 10, 2025, as:

"DRINKING WATER WEEK"

in La Marque and encourage all citizens to help protect the source waters, appreciate the work of water professionals, and understand the importance of investing in water infrastructure.

In testimony whereof, witness my hand and the Seal of the City of La Marque, this 21st day of April 2025.

Keith Bell, Mayor

Office of the Mayor
for the City of La Marque

PROCLAMATION

WHEREAS, Lemonade Day is an annual event designed to inspire and educate children and young people in our community about entrepreneurship and financial literacy by helping them launch their own lemonade stand; and

WHEREAS, Lemonade Day provides a fun and educational opportunity for children to learn valuable life skills such as goal setting, planning, budgeting, customer service, and marketing, all while fostering a sense of responsibility and pride in their work; and

WHEREAS, this initiative promotes the values of hard work, creativity, and self-confidence, empowering the next generation of leaders, innovators, and entrepreneurs; and

WHEREAS, Lemonade Day celebrates the spirit of community by encouraging local businesses, organizations, and families to come together to support and mentor the young entrepreneurs taking part in this event; and

WHEREAS, the success of Lemonade Day demonstrates the power of collaboration in helping young people develop a mindset that promotes positive change, economic growth and the entrepreneurial spirit.

NOW, THEREFORE, we the Mayor and City Council by virtue of our authority vested by the City of La Marque, Texas do hereby proclaim May 3rd, 2025, as:

"LEMONADE DAY"

in the City of La Marque and do hereby encourage all residents to support and celebrate our young entrepreneurs by visiting lemonade stands throughout the city and promoting the importance of entrepreneurship, education, and community involvement.

In testimony whereof, witness my hand and the Seal of the City of La Marque, this the 25th day of April 2025.

Keith Bell, Mayor

Office of the Mayor
for the City of La Marque

PROCLAMATION

WHEREAS, migratory birds play a critical role in the health of our ecosystems, contribute to biodiversity, and are essential to the environmental well-being of the planet; and

WHEREAS, the theme of World Migratory Bird Day 2025, "Shared Spaces: Creating Bird-Friendly Cities and Communities," highlights the importance of fostering urban and community spaces that support the needs of migratory birds and encourage harmony between human development and nature; and

WHEREAS, cities and communities are at the heart of environmental change, and through thoughtful design and sustainable practices, can offer migratory birds safe spaces for rest, shelter, and nourishment during their long journeys; and

WHEREAS, it is vital to foster green urban spaces, such as parks, green roofs, and corridors that connect natural habitats, as well as reducing hazards, such as collisions with buildings, to ensure that migratory birds thrive within our communities; and

WHEREAS, engaging local communities and educating the public on the significance of protecting migratory birds and their habitats helps cultivate a culture of environmental stewardship, fostering the understanding that the health of our cities is interconnected with the well-being of our natural world;

NOW, THEREFORE, we, the Mayor and City Council, by virtue of our authority vested by the City of La Marque, Texas, do hereby proclaim May 10, 2025 as:

"WORLD MIGRATORY BIRD DAY"

in the City of La Marque and encourage all citizens, organizations, and communities to recognize the importance of migratory birds and support efforts to create bird-friendly spaces, both in urban and rural settings, to ensure a future where our cities and communities are vibrant, sustainable, and harmonious with nature.

In testimony whereof, witness my hand and the Seal of the City of La Marque, this the 25th day of April 2025.

Keith Bell, Mayor

Council Meeting
April 28, 2025



LA MARQUE ECONOMIC DEVELOPMENT CORPORATION

Alex Getty, *Executive Director - La Marque
Economic Development Corporation*

La Marque



2024

La Marque Economic Development Corporation Board of Directors



Gene Smith
Chair



Cleveland Lane
Secretary



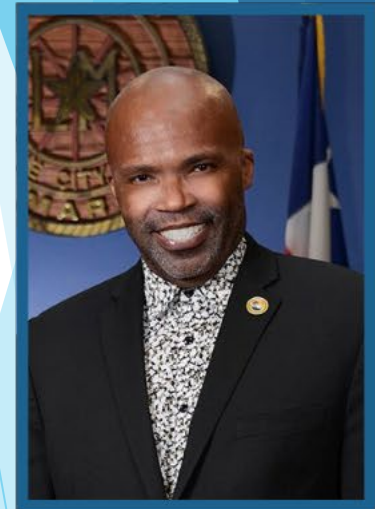
James Osteen



Tracie Steans



Joe Compian



Mayor Keith Bell
Ex-Officio

Housing Developments in La Marque

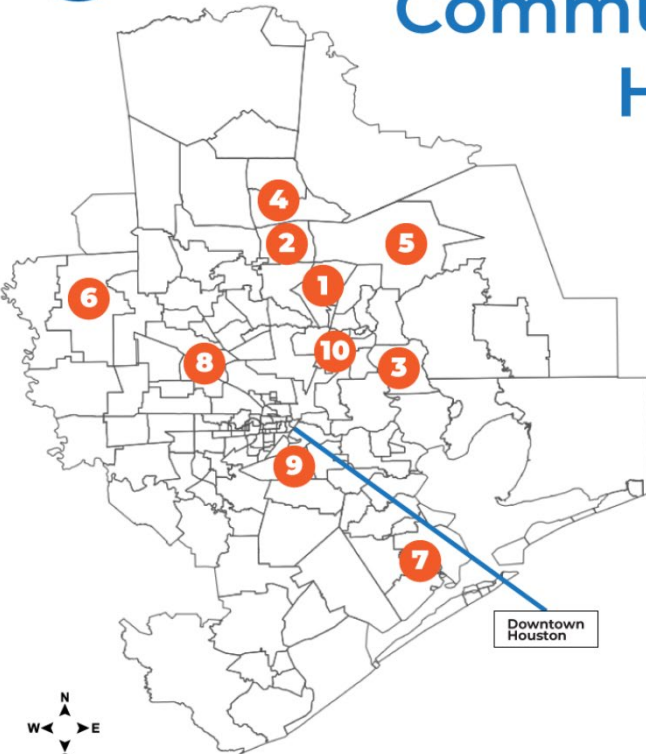
- ▶ Delany Cove
- ▶ Saltgrass Crossing
- ▶ Painted Meadows - built out
- ▶ Trails at Woodhaven Lakes
- ▶ Sunset Grove



La Marque Twice Named Top Ten Hottest Communities Near Houston



10 Hottest Communities in the Houston Area (Q1-2024)



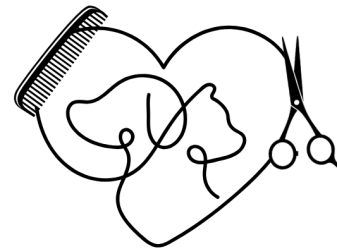
- 1 Porter/New Caney West
- 2 Conroe Southeast
- 3 Crosby Area
- 4 Conroe Northeast
- 5 Cleveland Area
- 6 Waller
- 7 La Marque
- 8 1960/Cypress
- 9 Medical Center South
- 10 Humble Area East

January 2024 – March 2024

10 Hottest Communities in the Houston Area (Q2-23)

Rank	Community	Average Sales Price	Transactions YOY Change	Average Days on Market
1	Timbergrove/Lazybrook	\$654,236	47.7%	27
2	Porter/New Caney East	\$305,543	38.9%	42
3	Northeast Houston	\$210,956	36.2%	47
4	Katy - Old Towne	\$426,541	35.4%	55
5	Cypress South	\$511,423	23.9%	53
6	La Marque	\$221,764	17.4%	46
7	Shepherd Park Plaza Area	\$500,885	17.2%	33
8	Fulshear/S. Brookshire/Simonton	\$489,100	17.0%	48
9	Conroe Southeast	\$292,391	14.9%	47
10	Magnolia/1488 West	\$438,568	12.6%	65

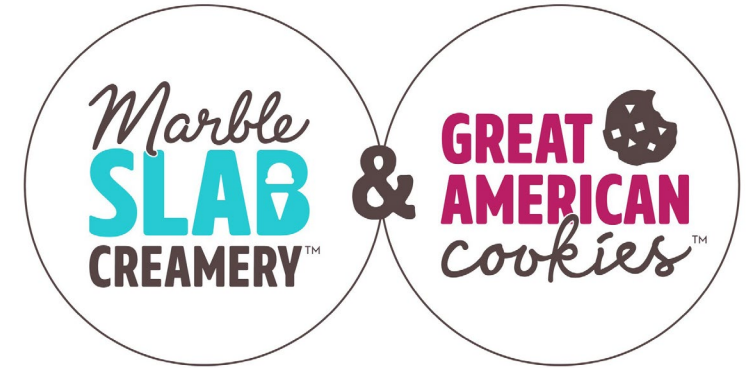
New Businesses in La Marque



SiD's Grooming
& More



New Businesses in La Marque



Coming Soon to La Marque



I-45 & FM 1764



I-45 & FM 1764



1009-B FM 1764



4975 FM1764 B,
Suite 300



1009-A FM 1764



4975-B FM 1764



I-45 & Vauthier

Coming Soon to La Marque

- ▶ O'Faye's Coffee and Beverage Lounge will be located at 405 Laurel.
- ▶ It will be a Coffee Shop in the morning that will then transform into a Beverage Lounge in the evenings.



Data Center on FM 1764

data & energy solutions
dataprana

- ▶ A new 30 MW Enterprise Immersion Cooled Data Center complex. Equipped to accommodate cloud services, Web3 applications, digital mining, and other client-specific use cases.
- ▶ The main office building will also feature an integrated storefront to showcase the equipment they can accommodate, which is also available to purchase.
- ▶ Financial impact for La Marque:



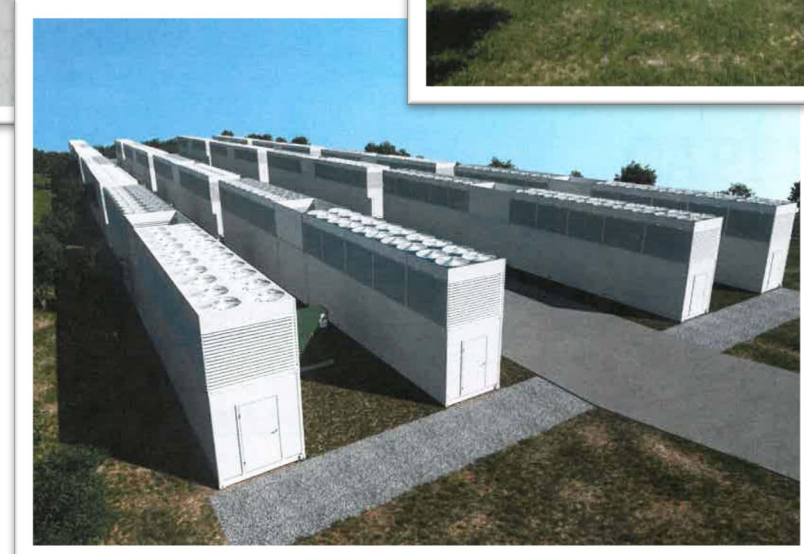
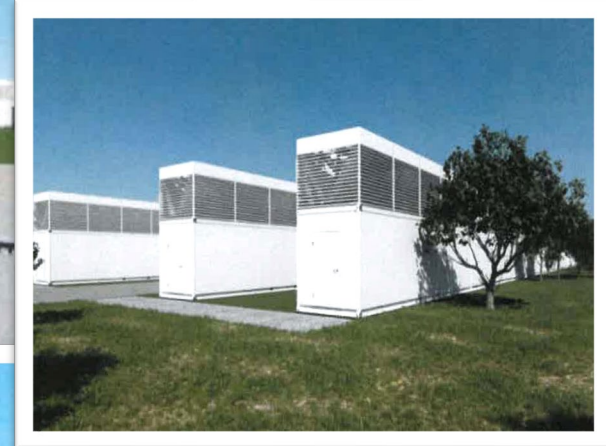
Estimated Sales Tax on Retail
(Calculated based on \$1M
annual revenue)



Estimated Sales Tax on
Electricity



Combined Property Tax Estimates
(Total property tax estimates
based on 2023 taxes)



Data & Energy Partners

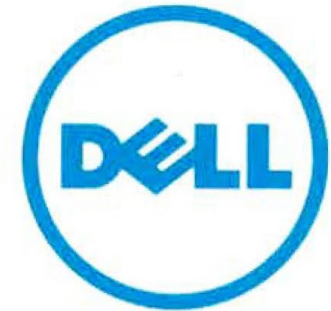
data & energy solutions
dataprana



FOREMAN.MN
MASTER YOUR MINING




Hewlett Packard
Enterprise

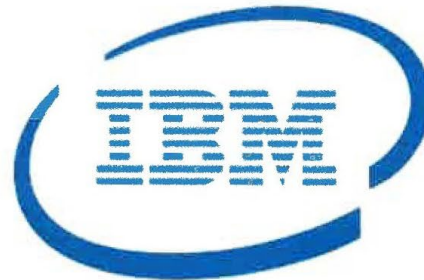


Luxor 



BLOCKFUSION™

 **foundry**



**Record
Sales Tax
8 Years in
a Row!**



ICSC @ Red River

- ▶ In January, Marielle, along with EDC Board members Tracie Steans and Cleveland Lane, and Council Members Joe Compian and Kimberley Yancy, attended ICSC Red River to meet with potential retailers for the City of La Marque.
- ▶ The team distributed promotional items to attendees and prospective retailers.
- ▶ La Marque EDC shared a booth at the event with the Bay Area Houston Economic Partnership and other regional cities.



Stewart Title Panel

- ▶ Spoke at the Stewart Title Quarter 1 Panel on the development and growth in La Marque.
- ▶ We brought Inside La Marque magazines and promotional items and placed them on each table for the guests.





CEO Connections

- ▶ In February, we participated in the Galveston/Bay Area CEO Connections breakfast in partnership with the Houston Business Journal at the Bay Area Houston Economic Partnership office.
- ▶ With this partnership, we had a full-page ad in their newsletter in March.
- ▶ The All-America City logo was placed in the March newsletter along with an editorial about this event.



BACREN Speaking Engagement

- ▶ Spoke about La Marque to roughly 100-120 attendees at the Bay Area Commercial Real Estate Network (BACREN) luncheon on March 20.
- ▶ We brought Inside La Marque magazines and promotional items and placed them on each table for the guests.



City of La Marque Awarded Many Times in 2024

▶ 2024 All-America City Award

- ▶ Recognized communities that leverage civic engagement, collaboration, inclusiveness, and innovation to successfully address local issues.

▶ 2024 ICMA Public Health Award

- ▶ Recognized the many achievements of its members with award programs that highlight extraordinary accomplishments as well as dedicated service to the profession.

▶ 2024 TML Municipal Excellence Award

- ▶ Recognized and encourage the achievements of Texas cities in meeting the challenge of municipal government.

▶ 2024 HGAC WISE Award

- ▶ Recognized innovative Projects, Programs, or Individuals in the Houston-Galveston region that serve as models for improving and protecting water quality.

▶ 2024 Texas Association of Municipal Information Officers Award

- ▶ Recognized excellence in government communications across Texas. It celebrates outstanding work in publications, video, social media, websites, marketing, internal communications, and more.

La Marque



2024

TEDC Award

- ▶ The Texas Economic Development Council's Economic Excellence Recognition Program honors economic development organizations that meet high professional standards. Recognition is based on use of best practices, staff training, certifications, professional memberships, and organizational effectiveness.
- ▶ LMEDC is one of about ten organizations out of roughly 1000 members to receive this recognition 8 years in a row.



Properties for Sale or Lease

- ▶ Under the resources tab on the La Marque EDC website you can find commercial properties that are available for sale or lease.



LA MARQUE ECONOMIC DEVELOPMENT

COMMUNITY PROFILE RESOURCES HOW DO I... CONTACT US

Applications for Incentives
Code of Ordinances
Video Resources
Developmental Incentives
Opportunity Zones
Properties For Sale
Related Links
Small Business Handbook
Traffic Counts (PDF)
SBA HUBZone

Home > Departments > Economic Development > Resources > Properties For Sale

Properties For Sale or Lease

18 Listings

Map Cards Data Actions

Search Address

Modified: 2025/02/24 DOM: 262

Multi Tenant Retail Center- La Marque
1017 Bayou Rd
Sale The Commercial Professionals
Retail Investment 16,548 SF

Modified: 2025/02/24 DOM: 85

4725 Lawndale St
4725 Lawndale St

▲ Sale
● Lease
■ Sale/Lease

Powered by REsimplifi | Mapbox | OpenStreetMap | Improve this map

Shine on La Marque Videos

- ▶ La Marque Economic Development Corporation developed a business spotlight video series called **Shine On La Marque** to spread awareness about businesses within the La Marque city limits and encourage our citizens to shop locally.
- ▶ The EDC professionally produces the videos at no cost to the business owner.
- ▶ Videos are shared on our Facebook pages and YouTube account.



Lisa Cano
Owner
Dream Teams



Therese Rogers
Broker and Owner
Anchored Real Estate Group



Inside La Marque

- ▶ The City of La Marque and the La Marque Economic Development Corporation are teaming up with local business owners, the school districts, our elected officials, and community advocates to deliver relevant news and important updates to residents and businesses inside our city limits.



The Galveston Daily News Print Ads

- ▶ These strip ads are placed in the Friday paper Weather page every week.



BENITO'S
MEXICAN RESTAURANT
Since 1968

AWARD WINNING ENCHILADAS

Visit daily from 11am-8pm
Lunch Buffet Everyday 11 am-2 pm

1309 1st. Street, La Marque, Tx | 409-935-1948

ORIGINAL RECIPES

QR code to learn more!



Marble **SLAB** CREAMERY & GREAT AMERICAN cookies

NOW OPEN IN LA MARQUE!

2600 FM 1764, Suite #130, La Marque

QR code to learn more!



McDonald's **NOW OPEN in La Marque!**

2701 FM 1764, La Marque

QR code to learn more!



Bring the PARTY to AR's

BOOK YOUR PARTY TODAY!

14001 Delany Rd., La Marque, TX
888-999-9440

Company & Schools Parties • Kids Birthday Parties
Adult Social Parties • Team Building

Scan the QR Code to Book Today!

QR code to book today!



JLB EATERY
NOW OPEN IN LA MARQUE!

6402 I-45 SUITE I, LA MARQUE, TX | 409-270-2149

THEJLBEATERY.ORG

SCAN QR CODE FOR MORE INFORMATION!

QR code to learn more!



CROPPIN' BUG SCRAPBOOKING
Garage Sale

JANUARY 24-26

croppinbug.com
409-948-2284

15025 Delany Rd, La Marque

26 Years of creating!
Croppin' Bug Scrapbooking
www.croppinbug.com

Scan QR Code to learn more!

QR code to learn more!

Visit
Neighborhood Veterinary Center
 & Get 10% Off
your pet's first visit!

1100 1st Street, La Marque | 409-240-2400

Scan QR code for more information or visit goNVC.com!




LA MARQUE'S CHICKEN HOT SPOT

HANGRY JOE'S
HOT CHICKEN & WINGS

6608 Gulf Fwy #700, La Marque, TX | 409-440-8387

Saturday-Thursday
 10am-10pm

Friday
 10am-12am





EXECUTIVE OFFICE

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Virtual Mailboxes • Office Spaces
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 Gym & Shower • Rest & Relaxation Room

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 409-260-5090

NOW LEASING
 CO-WORKING SPACE




LA MARQUE
 ECONOMIC DEVELOPMENT

This New Year, finally launch that business idea you've been dreaming of.

Make your mark in La Marque.

Contact Us Today:
 409-938-9258
 agetty@lmedc.com
 or scan the QR Code to learn more about the La Marque EDC!



Shop local at

Dean's Flowers

THIS VALENTINE'S DAY

1030 Cedar Dr, La Marque, TX | 409-935-3696




Scan QR Code to find out more!

Breakfast Launch
 November 23rd
 6am-11am

2216 Gulf Freeway, La Marque, TX

(409) 935-2222

HUGE GIVEAWAYS!





Scan the QR Code to learn more about the exciting giveaways!

LA MARQUE
 ECONOMIC DEVELOPMENT

SITE FOR LEASE
 2000 +/- sq. ft.

Downtown La Marque
 405 Laurel Street

- Second Generation Coffee Shop or Bakery Space
- New architectural-grade parking lot lighting
- Plenty of parking
- Drive-thru
- Great curb appeal
- Endcap lease space
- 625 +/- square foot patio
- Storage area
- 2 Restrooms
- Built in stage
- Wood accent wall
- Back of house area

CONTACT Alex Getty, Executive Director | 409-938-9258 | agetty@lmedc.com



KEEPING IT Local THIS HOLIDAY SEASON

LA MARQUE
 ECONOMIC DEVELOPMENT

Support our local businesses and make your holiday season special while giving back to the community. Every purchase supports dreams, creativity, and the heartbeat of our city. Let's make a meaningful impact together!

'TIS THE SEASON, SHOP LOCAL.




Shop Local \$2 Challenge

- ▶ The La Marque EDC participated in The Daily News \$2 Challenge to encourage our community to shop local during the holiday season
- ▶ This sponsorship included 23 print ads in the newspaper in November and December.
- ▶ Our logo was placed on all advertisements pertaining to this campaign.

The Daily News.

LA MARQUE
ECONOMIC DEVELOPMENT



SITE FOR LEASE
2000 +/- sq. ft.

Downtown La Marque
405 Laurel Street

- Second Generation Coffee Shop or Bakery Space
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Alex Getty, Executive Director
409-938-9258 | agetty@lmedc.com

LA MARQUE
ECONOMIC DEVELOPMENT

All-America City
La Marque, TX
2*0*2*4
All-America City
www.nationalallamericacities.org

WE MEAN BUSINESS

Nestled in a flourishing community focused on tomorrow, La Marque presents a welcoming coastal environment suitable for families and businesses.

Contact the La Marque Economic Development Today:
409-938-9258
agetty@lmedc.com

Scan the QR Code to learn more about the La Marque EDC!

LA MARQUE
ECONOMIC DEVELOPMENT

KEEPING IT Local THIS HOLIDAY SEASON



Support our local businesses and make your holiday season special while giving back to the community. Every purchase supports dreams, creativity, and the heartbeat of our city. Let's make a meaningful impact together!

'TIS THE SEASON, SHOP LOCAL.

\$2 SUPPORT LOCAL • BE LOCAL • SHOP LOCAL

I pledge to spend \$100 in \$2 bills this holiday season.

SPONSORED BY: **Texas City** **LA MARQUE** **ODONOHUE**

First & Last Name: _____
City: _____
Email: _____

MAIL TO:
The Galveston Daily News
P.O. BOX 628
Galveston, TX 77553

The Daily News.
Partner Providing \$2 Bills: **MOODY BANK**

*Data connection required. Wireless carrier fees may apply.



\$2 SUPPORT LOCAL • BE LOCAL • SHOP LOCAL

I pledge to spend \$100 in \$2 bills this holiday season.

I am committed to support local.

SPONSORED BY: **Texas City** **LA MARQUE** **ODONOHUE**

First & Last Name: _____
City: _____
Email: _____

MAIL TO:
The Galveston Daily News
P.O. BOX 628
Galveston, TX 77553

The Daily News.
Partner Providing \$2 Bills: **MOODY BANK**

*Data connection required. Wireless carrier fees may apply.

\$2 SUPPORT LOCAL • BE LOCAL • SHOP LOCAL

Shop Local. Support Local.
Texas City is proud to support the \$2 challenge this holiday season.

LA MARQUE
ECONOMIC DEVELOPMENT
WE MEAN BUSINESS

All-America City
La Marque, TX
2*0*2*4
All-America City
www.nationalallamericacities.org

Contact Us Today!
409-938-9258 | agetty@lmedc.com

Scan the QR Code to learn more about the La Marque EDC!

Expansion Solutions

- ▶ We have placed a half-page ad in the Annual Texas State Review April issue of Expansion Solutions magazine.
 - ▶ This ad will also be in the digital version of the magazine, which will be archived on their website for several years.
- ▶ We will have a button on the homepage of their website that redirects people to the La Marque EDC website for four months (April-July 2025).

LA MARQUE
ECONOMIC DEVELOPMENT
All-America City

WE MEAN BUSINESS

MAKE YOUR MARK IN LA MARQUE
Call today: **409-938-9258**

La Marque
All-America City
NATIONAL CIVIC LEAGUE
2024

LA MARQUE
ECONOMIC DEVELOPMENT

3 REASONS WHY BUSINESSES ARE CHOOSING LA MARQUE, AN ALL-AMERICA CITY

1 LOCATION, LOCATION, LOCATION
Prime location along I-45 and HWY 3 makes the city a desirable spot for development, with the kind of accessibility businesses crave.

2 PREDICTABLE GROWTH
From 2010 to 2024, La Marque experienced a 40% increase in population growth, making it one of the fastest growing cities in the Houston region. La Marque has been recognized twice by HAR.com as one of the Top Ten Hottest Communities.

3 OPPORTUNITY
One of La Marque's biggest draws is the available real estate and expansion opportunities, especially along the major thoroughfares.

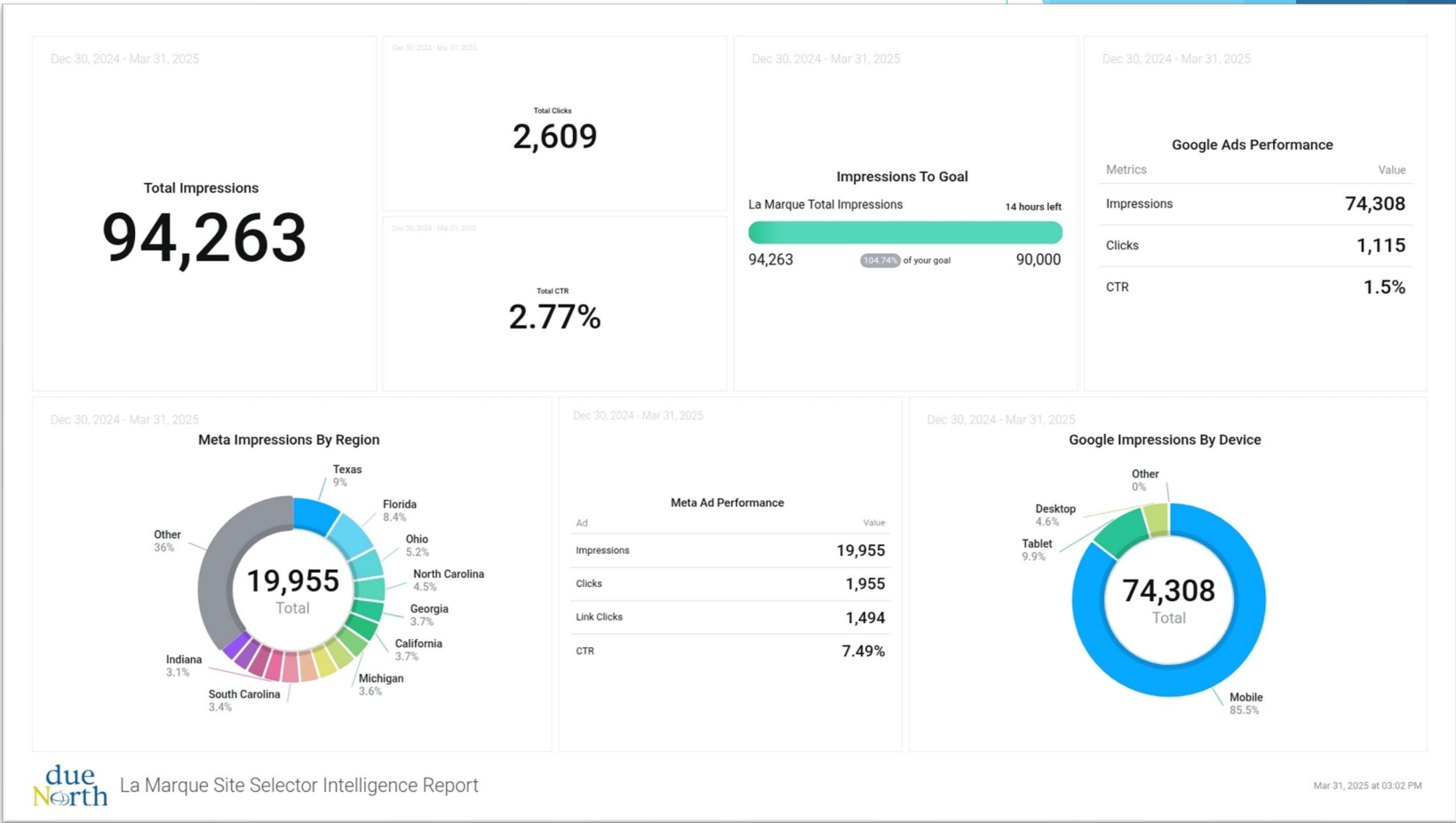
Contact Us Today: 409-938-9258
agetty@lmedc.com

Scan the QR Code to learn more about the La Marque EDC!

La Marque
All-America City
NATIONAL CIVIC LEAGUE
2024

Trade & Industry & Due North Media

- ▶ We ran a three-month audience extension campaign using retargeting on the Google Ad Network and Facebook.
- ▶ The goal was to drive traffic to the La Marque EDC website.
 - ▶ The campaign exceeded expectations by performing four times better than Due North Media's average.
- ▶ The La Marque EDC was a featured listing on the homepage of their website for several months.



Houston Business Journal

- ▶ In February, we participated in the Galveston/Bay Area CEO Connections breakfast in partnership with Houston Business Journal and BAHEP. With this partnership we had a full-page ad in their newsletter in March.
- ▶ We placed a quarter-page ad in their April newsletter
- ▶ We will have a full-page ad and a list strip ad in the Book of Lists in December



HOUSTON
BUSINESS JOURNAL



LA+MARQUE

ECONOMIC DEVELOPMENT

3 REASONS WHY BUSINESSES ARE CHOOSING LA MARQUE

All-America City



LOCATION, LOCATION, LOCATION

Prime location along I-45 and HWY 3 makes the city a desirable spot for development, with the kind of accessibility businesses crave.

1



PREDICTABLE GROWTH

From 2010 to 2024, La Marque experienced a 40% increase in population growth, making it one of the fastest growing cities in the Houston region. La Marque has been recognized twice by HAR.com as one of the Top Ten Hottest Communities.

2



OPPORTUNITY

One of La Marque's biggest draws is the available real estate and expansion opportunities, especially along the major thoroughfares.

3

GROWTH, STRENGTH AND OPPORTUNITY



Nestled in a flourishing community focused on tomorrow, La Marque presents a welcoming coastal environment suitable for families and businesses.





DISCOVER THE POSSIBILITIES

409-938-9201 | www.LMEDC.com
1130 1st Street, La Marque, TX 77568

TCLM Chamber Directory

- ▶ The La Marque EDC placed an ad in the 2025 edition of the TCLM Chamber magazine
- ▶ Several sections of the magazine have information about the City of La Marque and the Economic Development happening in our community.
- ▶ We provide photos of the city for them to use throughout the magazine.

Comcast & iHeart Media

- ▶ We have Comcast streaming TV commercials on air (November 2024-December 2025) geared towards Business Owners in the Galveston/Bay Area regions.
- ▶ We will have Comcast streaming TV commercials during the Astros Season (April-September 2025) in the Galveston Region.
- ▶ We will have iHeart Media streaming radio ads in English and Spanish, geared towards business owners in the Galveston County region (April-June 2025).



New Street Sign Design

The city has been changing the face of La Marque to promote being an All-America City.





★ Highlights

- Gaining expertise in the sales process
- Building your communication skills
- Crafting a powerful value proposition
- Overcoming objections
- Closing the deal with confidence

CITY OF LA MARQUE

MAYOR BELL'S SMALL BUSINESS SERIES

Selling with Impact

Join us in this session and get help mastering the sales process for your business. From prospecting and qualifying leads to closing deals with confidence you will learn effective communication techniques, craft compelling value propositions, and develop strategies to overcome objections. Whether you're new to sales or looking to refine your skills, this interactive session will provide practical tools to build relationships, increase conversions, and drive business success.



Monday
May 12, 2025



5:30pm - 7:00pm



La Marque Public Library
1011 Bayou Road, La Marque, Tx



Reserve your spot today!
Scan the QR Code to register!

LA MARQUE
ECONOMIC DEVELOPMENT



La Marque



2024

THANK
YOU

La Marque



2024



409-938-9258



www.LMEDC.com



**CITY OF LA MARQUE
CITY COUNCIL
SPECIAL MINUTES
of
April 16, 2025**

1. CALL MEETING TO ORDER

Mayor Bell called the meeting to order at 3:06 p.m.

2. ROLL CALL

PRESENT:

Keith Bell

Joe Compian

Kimberley Yancy

Joseph Lowry

James Ross

Mayor

Mayor Pro Tem/ District B

District A

District C

District D

3. INVOCATION AND PLEDGE OF ALLEGIANCE

Interim City Manager Joshua Pritchett gave the invocation and Information Technology Director Conrad Ferraris led the pledge.

4. CITIZENS PARTICIPATION

Brandon Kantowski (Oaklawn) spoke regarding problems he sees in the City Council. He finished watching the meeting last Monday online. He disagrees with the rule of not having a felon on council, because the Apostle Paul was a murderer who turned his life around. He does not want to see some of the actions he's seen online from the council anymore, such as speaking on people's mothers. He knows the truth will come to the light, what's done in the dark will come to the light.

5. EXECUTIVE SESSION

***Mayor Bell recessed the special meeting and entered into executive session at 3:17 p.m.*

5.I. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - City Manager

6. ACTIONS TAKEN FROM EXECUTIVE SESSION

***Mayor Bell closed the executive session and reconvened the special meeting at 5:42 p.m.*

6.I. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - City Manager
Councilmember Ross made a motion to send a list of 12 names for background,

credit, education, and reference checks through Continental Screening Services.
Councilmember Lowry seconded. **MOTION CARRIED UNANIMOUSLY.**

7. REQUESTS AND ANNOUNCEMENTS

Councilmember Lowry requested that no felons are allowed to serve as city manager.
Councilmember Ross wished everyone a Happy Easter.

Mayor Bell shared his pride for the La Marque Fire Departments' Easter Egg Hunt for the Visually Impaired.

8. ADJOURNMENT

Mayor Pro Tem Compian made a motion to adjourn. Councilmember Lowry seconded.

MOTION CARRIED UNANIMOUSLY.

***Meeting was adjourned at 5:48p.m.*



CITY COUNCIL AGENDA FORM

Meeting Date: April 28, 2025

Prepared by: Kierra Nance

Department: City Clerk

Agenda Item: 7.I.

Reviewed by:

AGENDA ITEM DESCRIPTION:

Considering the implementation of background checks for all volunteers, including boards, commissions, committees, and council - *City Clerk THIS ITEM WAS TABLED 04.10.2025*

STAFF BRIEFING:

At a previous Council meeting, Mayor Pro Tem Compian requested that the City begin background checks for volunteers to ensure that the City is not subjected to liability regarding individuals participating in certain events. This process had been discussed by previous City Councils, and it was determined at that time that the City would not like to move forward. This Council has decided to review that decision.

HISTORY:

04.10.2025 - ITEM TABLED, requested to bring back at the next meeting by Mayor Pro Tem Compian

FISCAL IMPACT:

None.



**CANDIDATE APPLICATION FORM
FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS
OF
THE CITY OF LA MARQUE**

City Council will review applicants interested in serving on a City Board and/or City Commission. Information disclosed on this application may be subject to disclosure under the Public Information Act.

Please type or print information:

Name: _____

Home Address: _____

City: _____ Zip: _____ (must be a La Marque resident at least 12 months)- unless applying for membership to the Planning and Zoning Commission which requires -

Must provide two (2) forms) of residency authentication: Resident Authentication provided:

Home Telephone: _____ Cell: _____ E-mail: _____

Board Preference 1: _____

Board Preference 2: _____

Profession: _____

Special Knowledge or Experience applicable to City Board/Commission function:

Other Information (Civic Activities): _____

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

Signature: _____

Date: _____

PLEASE RETURN COMPLETED APPLICATION TO THE CITY CLERK'S OFFICE, 1111 BAYOU RD, LA MARQUE, TEXAS 77568. APPLICATIONS WILL REMAIN ON FILE FOR TWO YEARS.



CITY COUNCIL AGENDA FORM

Meeting Date: April 28, 2025
Prepared by: Christine Turner
Department: Finance

Agenda Item: 8.I.
Reviewed by: _____

AGENDA ITEM DESCRIPTION:

Approving mid-year budget amendments for FY25 - *Finance*

STAFF BRIEFING:

The attached are ten (10) proposed amendments for adjustments to the Fiscal Year 2025 Budget. These proposed amendments are vital for our organization's growth and efficiency.

HISTORY:

04.08.2025 - Financial Retreat held for Council

FISCAL IMPACT:

Unknown

ORDINANCE NO. O-2025-00xx

AN ORDINANCE AMENDING THE CITY OF LA MARQUE 2024-2025 BUDGET BY INCREASING VARIOUS BUDGET ACCOUNTS' EXPENDITURES AND DECREASING VARIOUS FUND BALANCES AS SET FORTH IN ATTACHED EXHIBIT "A".

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS:

Section 1. That the City La Marque 2024-2025 Fiscal Year Budget is hereby amended by increasing various accounts' expenditures and decreasing various fund balances as set forth in Exhibit "A" attached hereto and made a part hereof.

Section 2. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Tex. Gov't Code*.

PASSED AND APPROVED by City Council of the City of La Marque, Texas, on this the first reading this the ____ day of _____, 2025.

PASSED, APPROVED and ADOPTED by City Council of the City of La Marque, Texas, on this the second and final reading this the ____ day of _____, 2025.

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra K. Nance, TRMC, City Clerk



Proposed Budget Amendments FY2025

Table of Contents

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Appendix A: Public Works Job Descriptions	

The following are proposed adjustments to the Fiscal Year 2025 Budget. These proposed amendments are vital for our organization’s growth and efficiency. Consider for your review and approval the following amendments.

Amendment 1: Finance: Pay Rate Increase-Accounts Payable/Purchasing Coordinator

The AP/Purchasing Coordinator is currently receiving a \$2 step up payment as of February 2025 for the additional duties for the Police department that include the following:

Creation of requisitions, processing check requests, handling procurement duties, and managing payments for Lowe’s Office Dépot, and JP Morgan invoices/credit cards. Gina presently handles finance matters for the following departments: PD, Finance, IT, Shop, Fleet, Emergency Management and assists Development Services.

Fiscal Impact: The remaining Police Department budget for salaries and all fringe benefits will be transferred to the Finance Department budget as of February 2025 to September 2025 to fund the step-up pay for this position. This is approximately \$3,901 (not including fringe) of total personnel costs to be transferred from the Police budget.

Amendment 2: Public Works: Request for New Positions

The following positions in the Public Works Department have been recommended as new positions requested by the Interim Public Works Director, Shannon Breau. These positions can be made possible via the strategic elimination ensuring more efficient use of personnel and resources. *(See job descriptions in Appendix A)*

Lift Station Operator (Dept. 24)

- **Justification:** The City operates 22 lift stations, many in critical condition. This position will reduce contractor reliance, lower costs, and improve reliability by ensuring dedicated oversight.

Stormwater Equipment Operator (Dept 27)

- **Justification:** The city currently operates with one stormwater team responsible for culvert cleaning, ditch grading, and drainage maintenance. Adding a second operator enables us to form two dedicated teams, one for grading and another for maintenance—greatly enhancing stormwater management.

Fiscal Impact: The regular salaries for the following positions are as follows: (all are listed without fringe benefits included)

Lift Station Operator	\$21.42/hr.	\$50,793.60
-----------------------	-------------	-------------

Stormwater Equipment Operator \$25/hr. \$52,000.00

Total not including fringe \$102,793.60

Amendment 3: Public Works: Position Elimination

The following positions have been recommended for elimination:

Foreman (Dept. 22)

- **Justification:** Department 22 currently has two Foreman positions—one filled and one vacant. Operational needs do not justify the need for both. Eliminating the vacant position streamlines supervision. **Fiscal savings of \$24.70/hr. or \$51,376 annually do not include fringe benefits. Will go back to Utility fund balance.**

Amendment 4: Judicial/Court: Position Name Change and One (1) FTE

The Court Administrator is requesting a full-time Deputy Court Clerk from the previous part-time position of Juvenile Case Manager. The Deputy Court Clerk position will be replacing the Juvenile Case Manager.

Fiscal Impact: The part-time Juvenile Case Manager's is current pay rate is \$15.58/hr. or \$16,203.20 annually. By eliminating this part-time position and changing it to a full-time Deputy Court Clerk will increase the Court budget by \$31,761.80 to match the full-time annual salary of \$47,964.80.

Amendment 5: Judicial/Court: Judges and Prosecutors Fees

Due to the increased citations for maintaining the safety of the city's streets, the workload has increased exponentially. The Court Administrator is requesting an increase of additional court dates (2). The additional court dates will cost an additional \$1600 each month (\$800/docket for the additional dates).

Fiscal Impact: The increased courts dates will cost an additional \$8,000 for the remainder of FY25. The budget for FY26 would be an additional \$19,200 added to the cost of the normal court dates. With the increase in court dates, there will be an increase in staff salaries and fringe benefits, so an additional \$20,000 is requested.

Amendment 6: Shop/Facilities: Position transfer from one dept to another

The following positions were determined by the Interim City Manager to be more feasible in the following departments:

Current Position Name/Dept from

Maintenance Technician/PW12

Maintenance Technician/IT13

Current Position Name/Dept to

Maintenance Technician/Shop10

Maintenance Technician/Shop 10

Fiscal Impact: Maintenance Technician from Public Works (Dept 12) transfer to Shop/Facilities (Dept 10) \$15,928 for May to September 2025. Maintenance Technician from IT (Dept 13) transfer to Shop/Facilities (Dept 10) \$15,056 for May to September 2025 (not including fringe benefits).

Amendment 7: Code Compliance: Position Title Change

Aligns with job description:

Current Position Name

Code Enforcement

Officer

Proposed Position Name

License Administrator

Amendment 8: City Clerk Office: Increase in Legal Advertising budget

As requested by the City Clerk, the original budget for Legal Advertising was \$30,000, but an increase of an additional \$15,000 will be needed to sustain operations for the City Clerk's office.

Fiscal Impact: Decrease to the General Fund balance of \$15,000.

Amendment 9: IT: Reallocation of Asst. Systems Administrator position salary to two (2) IT Assistant roles

At the request of the Interim City Manager, the Assistant System Administrator position will need to be divided into two (2) IT Assistant positions for the Information Technology department. This will help to build the IT department. One IT Assistant will be dedicated to the Police and Fire departments, the other will serve all other departments.

Fiscal Impact: The Asst. Systems Administrator pay rate is \$30.16/hr. The IT Assistant position will have a pay rate of \$17.00/hr each. The difference in pay is \$3.84/hr. This is a total of 800 hours left in the fiscal year \$3,372.00 (Hire date in May 2025).

Budget Amendment FY 2024-25

Accounts	Descriptions	Amounts	Comments
Amendment 1: Pay Rate Increase-Accounts Payable/Purchasing Coordinator			
01-1010-02-00	SALARY-Finance	3,901	Finance duties moved to AP-Purchasing Coordinator-Finance from Police \$2 Step up
01-1060-02-00	TAXES	975	Finance duties moved to AP-Purchasing Coordinator-Finance from Police \$2 Step up
01-1065-02-00	TMRS	546	Finance duties moved to AP-Purchasing Coordinator-Finance from Police \$2 Step up
01-1010-05-00	SALARY-Police	(3,901)	Finance duties moved to AP-Purchasing Coordinator-Finance from Police \$2 Step up
01-1060-05-00	TAXES	(975)	Finance duties moved to AP-Purchasing Coordinator-Finance from Police \$2 Step up
01-1065-05-00	TMRS	(546)	Finance duties moved to AP-Purchasing Coordinator-Finance from Police \$2 Step up
01-2401-00-00	FUND BALANCE	-	
Amendment 2: New Position -Lift Station Operator			
02-1010-24-00	SALARY-PW-Lift Station Operator	50,794	New Position Lift Station Operator (Dept 24)
02-1060-24-00	TAXES	4,786	New Position Lift Station Operator (Dept 24)
02-1065-24-00	TMRS	7,111	New Position Lift Station Operator (Dept 24)
02-1070-24-00	MEDICAL INSURANCE	6,907	New Position Lift Station Operator (Dept 24)
02-2401-00-00	FUND BALANCE	(69,597)	
02-1010-27-00	SALARY-PW-Stormwater Equipment Operator	58,250	New Position Stormwater Equipment Operator (Dept 27)
02-1060-27-00	TAXES	5,356	New Position Stormwater Equipment Operator (Dept 27)
02-1065-27-00	TMRS	8,155	New Position Stormwater Equipment Operator (Dept 27)
02-1070-27-00	MEDICAL INSURANCE	6,907	New Position Stormwater Equipment Operator (Dept 27)
02-2401-00-00	FUND BALANCE	(78,668)	
Amendment 3: Position Eliminations-Public Works-Foreman			
02-1010-24-00	SALARY-PW-Foreman	(51,376)	Eliminate Foreman position (Dept 22)
02-1060-24-00	TAXES	(4,856)	Eliminate Foreman position (Dept 22)
02-1065-24-00	TMRS	(7,193)	Eliminate Foreman position (Dept 22)
02-1070-24-00	MEDICAL INSURANCE	(6,907)	Eliminate Foreman position (Dept 22)
02-2401-00-00	FUND BALANCE	70,332	Eliminate Foreman position (Dept 22)
Amendment 4: Position Name Change with 1 FTE Request			
01-1010-04-00	SALARY-Judicial- Deputy Court Clerk	31,762	New Position Deputy Court Clerk (Dept 4)
01-1060-04-00	TAXES	3,346	New Position Deputy Court Clerk (Dept 4)
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01-2401-00-00	FUND BALANCE	(46,461)	New Position Deputy Court Clerk (Dept 4)
Amendment 5: Judges and Prosecutors Fee Increase			
01-4041-04-00	CONTRACT JUDGE	8,000	Additional dockets (2)- Increase Contract Judge fees
01-4042-04-00	CONTRACT PROSECUTOR	8,000	Additional dockets (2)- Increase Contract Prosecutor fees
01-2401-00-00	FUND BALANCE	(16,000)	Increase to Judge and Prosecutor fees
01-1010-04-00	SALARY-Judicial- Staff	20,000	Due to increase in Judicial staff time for 2 more dockets
01-1060-04-00	TAXES	1,800	Due to increase in Judicial staff time for 2 more dockets
01-1065-04-00	TMRS	2,800	Due to increase in Judicial staff time for 2 more dockets
01-2401-00-00	FUND BALANCE	(24,600)	Due to increase in Judicial staff time for 2 more dockets
Amendment 6: Shop/Facilities-Position Transfer from One Dept to Another			
01-1010-12-00	SALARY-Public Works	(15,928)	Maintenance Technican (Dept 12) (FT) move to Maintenance Technician (Dept 10)(FT)
01-1060-12-00	TAXES	(2,118)	Maintenance Technican (Dept 12) (FT) move to Maintenance Technician (Dept 10)(FT)
01-1065-12-00	TMRS	(2,230)	Maintenance Technican (Dept 12) (FT) move to Maintenance Technician (Dept 10)(FT)
01-1070-12-00	MEDICAL INSURANCE	(3,454)	Maintenance Technican (Dept 12) (FT) move to Maintenance Technician (Dept 10)(FT)
02-1010-10-00	SALARY-Shop/Facilities	15,928	Maintenance Technican (Dept 12) (FT) move to Maintenance Technician (Dept 10)(FT)
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01-1010-13-00	SALARY-IT	(15,056)	Maintenance Technican (Dept 13) (FT) Move to Maintenance Technician (Dept 10)(FT)
01-1060-13-00	TAXES	(2,052)	Maintenance Technican (Dept 13) (FT) Move to Maintenance Technician (Dept 10)(FT)
01-1065-13-00	TMRS	(2,108)	Maintenance Technican (Dept 13) (FT) Move to Maintenance Technician (Dept 10)(FT)
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Amendment 9: City Clerk Office: Increase Legal Advertising budget			
01-4050-07-00	LEGAL ADVERTISING	15,000	Increase Legal Advertising Budget for City Clerk Dept
01-2401-00-00	FUND BALANCE	(15,000)	Increase Legal Advertising Budget for City Clerk Dept

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01-1070-13-00	MEDICAL INSURANCE	(3,454)	Maintenance Technican (Dept 13) (FT) Move to Maintenance Technician (Dept 10)(FT)
02-1010-10-00	SALARY-Shop/Facilities	15,056	Maintenance Technican (Dept 13) (FT) Move to Maintenance Technician (Dept 10)(FT)
01-1060-10-00	TAXES	2,052	Maintenance Technican (Dept 13) (FT) Move to Maintenance Technician (Dept 10)(FT)
01-1065-10-00	TMRS	2,108	Maintenance Technican (Dept 13) (FT) Move to Maintenance Technician (Dept 10)(FT)
01-1070-10-00	MEDICAL INSURANCE	3,454	Maintenance Technican (Dept 13) (FT) Move to Maintenance Technician (Dept 10)(FT)
01-2401-00-00	FUND BALANCE	-	Maintenance Technican (Dept 13) (FT) Move to Maintenance Technician (Dept 10)(FT)
Amendment 9: City Clerk Office: Increase Legal Advertising budget			
01-4050-07-00	LEGAL ADVERTISING	15,000	Increase Legal Advertising Budget for City Clerk Dept
01-2401-00-00	FUND BALANCE	(15,000)	Increase Legal Advertising Budget for City Clerk Dept



CITY COUNCIL AGENDA FORM

Meeting Date: April 28, 2025

Prepared by: Alice Ashley

Department: Police

Agenda Item: 8.II.

Reviewed by: Kierra Nance

AGENDA ITEM DESCRIPTION:

Authorizing the acceptance of the FY25 SB 224 Catalytic Converter Grant Award from the Motor Vehicle Crime Prevention Authority - *Police*

STAFF BRIEFING:

Award of the FY25 SB224 Catalytic Converter Grant Application will be used to purchase:

- 12- Mobile Command Terminals
- 1- Yearly cost for the existing forty (40) flock camera
- 1- Fully Outfitted Side-by-Side
- 50- Community Watch Signs
- 50- Hide, Lock, Take Signs
- 50- 24-Hour Surveillance Camera Signs

HISTORY:

11/18/24 - Council passed a resolution to apply for the FY25 SB224 Grant

FISCAL IMPACT:

Total Amount - \$233,855

20% City Match - \$38,720

SB 224 Award - \$193,600

RESOLUTION NO. 2025-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, AUTHORIZING THE ACCEPTANCE OF THE FY25 SB 224 CATALYTIC CONVERTER GRANT AWARD FROM THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY AND DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO EXECUTE NECESSARY DOCUMENTS.

WHEREAS; the City of La Marque, Texas is eligible to receive grant funding from the Motor Vehicle Crime Prevention Authority under the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43, Part 3, Chapter 57, to combat motor vehicle crimes including catalytic converter theft; and

WHEREAS; the City of La Marque has been awarded funding through the FY25 SB 224 Catalytic Converter Grant Program to support local law enforcement efforts in reducing catalytic converter theft; and

WHEREAS; the City of La Marque finds it in the best interest of the residents to accept the grant funding and implement initiatives that deter and investigate catalytic converter theft; and

WHEREAS; the City of La Marque acknowledges that, in the event of loss or misuse of the grant funds, the City will return all funds to the Motor Vehicle Crime Prevention Authority; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS AS FOLLOWS:

WHEREAS; the City of La Marque designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED; that the City of La Marque, Texas approves acceptance of the grant award for the FY25 SB 224 Catalytic Converter Grant Program.

PASSES, APPROVED, AND ADOPTED by the City Council of the City of La Marque on this the _____ day of _____, 2025.

CITY OF LA MARQUE, TEXAS

Keith Bell
Mayor

ATTEST:

Kierra Nance
City Clerk



**FY25 SB224 Catalytic Converter Grant
Motor Vehicle Crime Prevention Authority
Statement of Grant Award and Grantee Acceptance Notice**

Grant Number: **224-25-0840700**
Grantee: **City of La Marque**
SafeGuard La Marque: Comprehensive Catalytic Converter Theft Prevention and Surveillance Initiative
Program Title:
Grant Award Amount: **\$193,600**
Total Cash Match Amount: **\$48,200**
In-Kind Match Amount: **\$0**
Reimbursement Percent*: **80.00%**
Grant Term: **January 22, 2025 to January 21, 2026**

Grant Budget City of La Marque (App ID: 420)

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	\$0	\$0	\$0	
Fringe	\$0	\$0	\$0	
Overtime	\$0	\$0	\$0	
Professional and Contract Services	\$0	\$0	\$0	
Travel	\$0	\$0	\$0	
Equipment	\$69,400	\$19,932	\$89,332	
Supplies and Direct Operating Expenses (DOE)	\$124,200	\$28,268	\$152,468	
Total	\$193,600	\$48,200	\$241,800	

*Reimbursement Percent: 80.00%: \$193,600 MVCPA amount / (\$193,600 MVCPA amount + \$48,200 Cash Match)

That whereas, The **City of La Marque** (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Application issued on September 16, 2024 to the Motor Vehicle Crime Prevention Authority, State of Texas, entitled **SafeGuard La Marque: Comprehensive Catalytic Converter Theft Prevention and Surveillance Initiative** and further identified by grant number **224-25-0840700** and

Whereas, the Motor Vehicle Crime Prevention Authority has approved the grant application as evidenced by this FY25 Statement of Grant Award and certain special requirements from the Motor Vehicle Crime Prevention Authority dated **03/19/2025** and

Whereas, the Grantee desires to accept the FY25 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Transportation Code Chapter 1006;
- Texas Administrative Code: Title 43; Part 3; Chapter 57;

- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts including TxGMS Standard Assurances by Local Governments and Standards for Financial and Program Management;
- The Request for Applications issued on September 16, 2024;
- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;
- The Final Adopted Application attached to this Statement of Grant Award; and
- The Approved Grant Budget Summary

Now, therefore, the Grantee accepts the FY25 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official's designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Motor Vehicle Crime Prevention Authority has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the MVCPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Motor Vehicle Crime Prevention Authority. Applicable special conditions are listed below.

Special Conditions and Requirements (MVCPA will only apply special conditions to applicable jurisdictions):

X **Non-Supplanting** - The grantee agrees that funds will be used to supplement, not supplant, funds that would otherwise be available for the activities under this grant. This includes demonstrating that new funded positions will be added to the department and not replacing local funds with state funds.

X **Intelligence Sharing** - The grantee is required to ensure that Law Enforcement personnel funded in whole or in part by this grant actively participate in Law Enforcement intelligence sharing webinars and Motor Vehicle Crime Investigator Virtual Command Centers organized and promoted on behalf of the MVCPA program operation and statewide collaboration.

APPROVED AND ACCEPTED BY:

Authorized Official

Printed Name and Title

Date Signed



CITY COUNCIL AGENDA FORM

Meeting Date: April 28, 2025

Prepared by: Alice Ashley

Department: Administration

Agenda Item: 8.III.

Reviewed by: Kierra Nance

AGENDA ITEM DESCRIPTION:

Approving a resolution to recognize World Migratory Bird Day - *Parks*

STAFF BRIEFING:

Supports the conservation of migratory birds, enhancement of urban bird habitat, and public engagement in bird-friendly practices. The resolution directly supports our City's eligibility for:

- **Bird City Texas Certification**
- **Texas Bird Conservancy Grant**
- **Birding Classic Conservation Grant**

By passing this resolution, the City formally demonstrates a long-term commitment to avian conservation, habitat restoration, public education, and sustainable development.

HISTORY:

The above programs have already been approved by the Parks Board.

FISCAL IMPACT:

None.

RESOLUTION NO. 2025-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, RECOGNIZING WORLD MIGRATORY BIRD DAY (WMBD) ON A RECURRING BASIS AND SUPPORTING COMMUNITY ENGAGEMENT IN THE CONSERVATION OF MIGRATORY BIRDS AND THEIR HABITATS.

WHEREAS, birds are among the most beautiful and readily observed forms of wildlife in our community, appreciated by residents and visitors alike; and

WHEREAS, migratory birds play a vital ecological role by controlling insect populations, pollinating plants, and dispersing seeds, thereby contributing to the health of the environment and natural spaces in La Marque; and

WHEREAS, the City of La Marque lies along important migratory routes, and both resident and migratory bird species enrich our natural heritage and community character; and

WHEREAS, the City is committed to public education and fostering awareness of the challenges facing birds, including habitat loss, climate change, and other environmental threats; and

WHEREAS, World Migratory Bird Day (WMBD) is an internationally recognized celebration held annually to raise awareness about the protection of migratory birds and their habitats; and

WHEREAS, the La Marque community hosts and supports recurring annual events to commemorate WMBD, engaging residents in conservation-focused activities, nature appreciation, and environmental stewardship; and

WHEREAS, Bird City Texas is a statewide initiative that encourages municipalities to support healthy bird populations through community engagement, habitat preservation, and sound environmental practices;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS AS FOLLOWS:

The City of La Marque formally recognizes **World Migratory Bird Day** on an **annual, recurring basis** and encourages the continued celebration of this day through community events, educational programs, and conservation efforts that promote the protection and appreciation of migratory birds and their habitats.

NOW THEREFORE, BE IT RESOLVED that the City Council of La Marque commits to supporting efforts aligned with Bird City Texas and encourages collaboration among citizens, schools, organizations, and volunteers in ongoing bird conservation initiatives.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on this the _____ day of _____, 2025.

CITY OF LA MARQUE,

Keith Bell
Mayor

ATTEST:

Kierra Nance
City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: April 28, 2025

Prepared by: Alice Ashley

Department: Administration

Agenda Item: 8.IV.

Reviewed by: Kierra Nance

AGENDA ITEM DESCRIPTION:

Approving application for No-Match AAA Road Safety Grant - *Police*

STAFF BRIEFING:

Submitting two research proposals to the **AAA Foundation for Traffic Safety** by the May 8, 2025, deadline:

Topic A – Infrastructure Safety Benefits:

Evaluates cost-effective roadway improvements to reduce crashes, improve mobility, and guide smart infrastructure investment.

Topic B – Pre-Crash Pedestrian Fatalities:

Examines factors leading to pedestrian deaths—especially at night on urban roads—to recommend targeted safety interventions.

HISTORY:

FISCAL IMPACT:

None- This is a No-Match Grant.

RESOLUTION NO. 2025-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, DESIGNATING APPLICATION FOR GRANT APPLICATION SUBMISSION AND SIGNATORY FOR CONTRACTUAL DOCUMENTS PERTAINING TO THE AAA FOUNDATION FOR TRAFFIC SAFETY SPRING GRANT APPLICATIONS.

WHEREAS, the City of La Marque, Texas is in preparation of applications for the AAA Foundation for Traffic Safety Spring Grant opportunities, specifically for the projects titled “Potential Safety Benefits of Roadway Infrastructure Investments” and “Examining the Pre-Crash Circumstances Leading to Pedestrian Fatalities”; and

WHEREAS, the City of La Marque, Texas finds it in the best interest of the citizens of the City to pursue research-based initiatives that enhance roadway safety, reduce pedestrian fatalities, and improve infrastructure planning; and

WHEREAS, it is necessary to appoint persons to execute contractual application documents directly pertaining to the application submittals to the AAA Foundation for Traffic Safety for the aforementioned grant opportunities; and

WHEREAS, the City of La Marque, Texas, acknowledges that if an authorized signatory of the City changes (due to elections, illness, resignations, etc.), the City shall provide a resolution designating the new authorized signatory;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS AS FOLLOWS:

WHEREAS, the City of La Marque designates the **City Manager** as the grantee’s authorized official. The authorized official is given the authority to apply for, accept, reject, alter, or terminate the grants on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of La Marque, Texas, approves the submission of the grant applications for the **AAA Foundation for Traffic Safety Spring Grant Applications**.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on this the _____ day of _____, 2025.

CITY OF LA MARQUE, TEXAS

Keith Bell
Mayor

ATTEST:

Kierra Nance
City Clerk



Request for Proposal (“RFP”)

Topic: Potential Safety Benefits of Roadway Infrastructure Investments

Posting Date: March 27, 2025

Sponsoring Organization: AAA Foundation for Traffic Safety (“AAAFTS”)

Deadline to Submit Proposal: Thursday, May 8, 2025, 5:00 PM EDT

Background and Purpose

AAAFTS is seeking a research organization (“Consultant”) to quantify the safety and mobility benefits of investments in roadway infrastructure.

While many studies have found that human error contributes to a significant proportion of vehicle crashes, other studies have demonstrated that certain modifications to road infrastructure can decrease the probability that drivers will make errors; that errors will lead to crashes; and that crashes will result in life-altering injuries or death.

A previous AAA Foundation [report](#) estimated the reductions in fatalities and injuries and associated economic costs that could be achieved through investment in road infrastructure safety measures. However, the data examined in that report are now more than 10 years old and much has changed in the state of traffic safety in the United States since that time.

The goal of this project is to quantify the potential safety and mobility benefits of extending large scale investment in proven cost-effective road safety infrastructure improvements.

Objectives

The objectives of this project are to:

- Identify cost-effective road infrastructure safety improvements that could be more widely implemented.
- Estimate the prevalence of candidate locations for identified infrastructure improvements.
- Quantify the level of investment needed to fully implement cost-effective interventions and their expected benefits. At a minimum, benefits should be expressed in terms of expected reductions in fatalities and injuries, as well as mobility benefits, and the economic value of those benefits. Additional quantifiable

benefits should be included to the extent feasible as well.

- Provide recommendations for optimizing future investments to improve traffic safety and mobility.

Method

The AAA Foundation envisions that the objectives of this research could be met through multiple methods utilizing a variety of research tools, including but not limited to literature review and synthesis, modeling, and analysis of crash, travel and/or road network data.

The proposed research may examine the entire United States, a representative sample of locations nationwide, or may examine several specific geographic areas in greater depth. Regardless of locations selected, results should be extrapolated nationwide.

Project durations of up to 15 months may be proposed; however shorter durations are preferred if deemed feasible.

Uses

It is AAAFTS' express intention to (i) obtain a non-exclusive, royalty-free license in perpetuity to the output and contents of the Research Project, and (ii) be the first party to publish findings from the Research Project on its website and other media channels. After AAAFTS' initial release, Consultant may publish, use or disseminate the materials obtained or derived from the Research Project in coordination with AAAFTS. Consultant agrees to acknowledge AAAFTS as the sponsor in any publications. AAAFTS agrees to list the Consultant and individual researchers as authors.

Proposal Format & Requirements

Your proposal must meet the following formatting requirements:

- Use standard letter-sized page (8.5 x 11 inch), with at least one-inch margins on all sides.
- All text should be single-spaced.
- Body text should use font no smaller than 12-point; footnotes and text inside of tables should use font no smaller than 10-point.
- The body of the proposal must not exceed five (5) pages (excluding title page, CVs, appendices, and budget material).
- Please submit the proposal as a PDF.

Proposals shall include the following elements. Failure to follow these instructions may result in disqualification:

1. Title Page

- Title of the proposal.
- Names and affiliations of all investigators.
- Address, telephone number, and email of the primary investigator and/or the

individual to whom correspondence regarding the proposal is to be addressed.

- An abstract, not exceeding 300 words.

2. Main Body

The body of the proposal shall be no longer than five (5) pages (not including title page, CVs, appendices, or any budget information) and should contain the sections listed below.

- Objectives
- Approach: Proposals should provide detailed description of the proposed project tasks and methods, the expected results and output, and potential limitations. When applicable, proposals must describe how subjects or respondents will be identified and recruited.
- Timeline and Supporting Environment: Describe the project timeline, where the activities will take place, and what facilities and resources will be used (if applicable). Present all timelines in terms of project month. Note that actual dates will be determined at the contract agreement stage. Timeline should include significant milestones, final report and other anticipated products or project outputs.

3. Project Budget

Please state the total budget request (including indirect costs as applicable) at the end of the proposal body. Please include a detailed budget including indirect costs as an Appendix. Proposals may provide multiple options for study designs that differ in scale and budget.

For awarded contracts, invoices should be based on actual expenses linked to project deliverables. Progress reports will be required. All travel requests should be documented and justified. Conference travel may or may not be justifiable depending on the purpose and scope of work.

AAAFS is a charitable entity and is not committed to matching the indirect cost rates of the U.S. government or other entities. However, universities and organizations can request a limited amount of indirect costs. Current maximum allowable rates are:

- 0% rate for **government agencies, other private foundations, and for-profit organizations**;
- Up to a 20% rate for **U.S. universities, U.S. colleges**; and
- Up to a 25% rate for **non-governmental organizations (NGOs)**.

Rates and limitations apply to both the primary applicant and any subcontractors. Each respective organization may receive indirect costs up to the rate applicable to their organization. A contractor with an actual indirect cost rate lower than the maximum rate provided above should not increase the funding request to the maximum allowed.

4. CVs or Resumes for Key Project Staff

Other Suggestions

The body of the proposal should be self-contained; it should be able to be understood by a reviewer without any supporting appendices.

Proposal reviewers are knowledgeable about scientific methods, data analysis, and most major traffic safety topics. As such, technical details related to the tasks and method should be prioritized over background information.

Evaluation Criteria

Proposals are assessed based on three criteria: (1) *innovation*, (2) *approach*, and (3) *team experience and supporting research environment*:

Criterion 1: Innovation (weight: 10%):

Does the applicant propose novel theoretical concepts, methods, instrumentation, or interventions? Is the proposed work expected to have impact on progress in the relevant fields and/or enhance programmatic initiatives?

Criterion 2: Approach (weight: 60%):

Does the application clearly respond to the RFP objectives? Are the overall strategy, methodology, and analyses well-reasoned, technically sound, and appropriate to accomplish the project objective(s)?

Criterion 3: Team Experience and Supporting Environment (weight: 30%):

Are the Principal Investigators and proposed personnel well-suited to the project, in terms of skills and experience? Do key personnel have adequate time allocated to the project? Are the institutional support, equipment, and other physical resources available to project personnel adequate for the project proposed?

Project budget requests will be assessed in relation to the scope of the work proposed.

Proposal Submission

Deadline: Thursday, May 8, 2025, 5:00 PM EDT.

No proposals will be accepted after this time.

Submit your proposal electronically to RFP@aaaafoundation.org. Confirmation of receipt will be sent shortly after you submit. If you have not had any confirmation by Friday, May 9, please follow up at info@aaaafoundation.org.

When sending your proposal to the AAA Foundation, please give your electronic files names that can help identify them.

Questions

An FAQ document is available at this [link](#), which includes common questions from previous years.

If you have other questions, please email them to RFP@aaaafoundation.org. AAAFTS will accept questions until 5:00 PM EDT, April 3, 2025. Answers to these questions will be posted on the AAAFTS website no later than 5:00 PM EDT, April 4, 2024.

Terms and Conditions

The selection of a Consultant is conditioned upon and not considered final until a Research Agreement is executed by both AAAFTS and the Consultant.

About the Sponsor

Established in 1947 by The American Automobile Association, Inc., the AAA Foundation for Traffic Safety is an independent, publicly funded 501(c)(3) charitable research and education organization dedicated to saving lives by preventing traffic crashes and reducing injuries. AAAFTS' mission is to prevent traffic deaths and injuries by conducting research into their causes and by educating the public about strategies to prevent crashes and reduce injuries when they occur. Additional information about the AAA Foundation for Traffic Safety can be found at www.aaafoundation.org.



Request for Proposal (“RFP”)

Topic: Examining the Pre-Crash Circumstances Leading to Pedestrian Fatalities

Posting Date: March 27, 2025

Sponsoring Organization: AAA Foundation for Traffic Safety (“AAAFTS”)

Deadline to Submit Proposal: Thursday, May 8, 2025, 5:00 PM EDT

Background and Purpose

AAAFTS is seeking a research organization (“Consultant”) to examine the circumstances that precede fatal crashes involving pedestrians.

Pedestrian fatalities in the United States have nearly doubled since 2009 and in 2022 reached a 40-year high. The increase cannot be explained by changes in the overall amount that people are walking. The Foundation's previous [research](#) has identified that the vast majority of the increase in pedestrian fatalities has taken place on specific types of roads—urban and suburban arterials—and virtually all of the increase has been among crashes that occur in darkness. It appears that there has been a fundamental shift in the amount and/or the nature of the interactions between pedestrians and motorists on these types of roads, especially at night. More work is needed to understand the specific factors underlying recent pedestrian fatalities, beyond those readily observable in crash data.

The purpose of this research is to provide additional insights into the pedestrians' interaction with the transportation system prior to their death. For example, was the pedestrian walking or were they in the road for another reason (e.g., due to a vehicle breakdown or previous crash)? If they were walking, were they walking to their intended destination, to/from a transit stop, or to/from their car? If they were crossing the road, did any crosswalk exist at the crash location or nearby, and if so, was it marked? What traffic control devices, if any, were present at the site or nearby? If the crash occurred during darkness, what lighting conditions were present? What were the characteristics of the surrounding land use? Can anything be determined about origin, intended destination, or purpose of the walking trip?

Objectives

The objectives of this project are to:

- Examine a diverse array of data sources to provide more granular contextual details about the pre-crash circumstances of pedestrian fatalities, beyond those typically available in traditional crash databases. A few examples of such data

sources might include, but are not limited to: original crash reports, Google Earth/Streetview images of crash sites, and media articles about the crashes. Note that data elements of interest cited under Background and Purpose are intended as a non-comprehensive list of examples. Proposals need not necessarily include every element listed above, and others should be considered as well.

- Using these data, describe the pre-crash circumstances of pedestrian fatalities in terms of key factors or combinations of factors and their prevalences.
- Based on insights gained from analyses of these data, identify and prioritize recommended actions or countermeasures most likely to be effective and types of locations or conditions for which they would be most beneficial.

Method

The AAA Foundation envisions that the objectives of this research could be met through multiple methods utilizing and integrating a variety of research tools and methods including but not limited to analysis of existing data sources, prospective data collection, and/or qualitative approaches. Proposed research should include a literature review sufficient to avoid unintentional duplication of previous work, but the work should not be limited to literature review. Proposed research should not be limited to statistical analysis of a single existing crash database.

The proposed research may examine all pedestrian fatalities in the United States over a specified period, a representative sample of pedestrian fatalities nationwide, or all pedestrian fatalities in a specific geographic area of substantive interest. Examples of acceptable geographic areas could include a Census Division, a NHTSA region, a state, or large county or group of counties. Proposals may include options differing in scale.

Case identification may be retrospective or prospective.

Project durations of up to 18 months may be proposed; however shorter durations are preferred if deemed feasible.

Uses

It is AAAFTS' express intention to (i) obtain a non-exclusive, royalty-free license in perpetuity to the output and contents of the Research Project, and (ii) be the first party to publish findings from the Research Project on its website and other media channels. After AAAFTS' initial release, Consultant may publish, use or disseminate the materials obtained or derived from the Research Project in coordination with AAAFTS. Consultant agrees to acknowledge AAAFTS as the sponsor in any publications. AAAFTS agrees to list the Consultant and individual researchers as authors.

Proposal Format & Requirements

Your proposal must meet the following formatting requirements:

- Use standard letter-sized page (8.5 x 11 inch), with at least one-inch margins on all sides.
- All text should be single-spaced.

- Body text should use font no smaller than 12-point; footnotes and text inside of tables should use font no smaller than 10-point.
- The body of the proposal must not exceed five (5) pages (excluding title page, CVs, appendices, and budget material).
- Please submit the proposal as a PDF.

Proposals shall include the following elements. Failure to follow these instructions may result in disqualification:

1. **Title Page**

- Title of the proposal.
- Names and affiliations of all investigators.
- Address, telephone number, and email of the primary investigator and/or the individual to whom correspondence regarding the proposal is to be addressed.
- An abstract, not exceeding 300 words.

2. **Main Body**

The body of the proposal shall be no longer than five (5) pages (not including title page, CVs, appendices, or any budget information) and should contain the sections listed below.

- Objectives
- Approach: Proposals should provide detailed description of the proposed project tasks and methods, the expected results and output, and potential limitations. When applicable, proposals must describe how subjects or respondents will be identified and recruited.
- Timeline and Supporting Environment: Describe the project timeline, where the activities will take place, and what facilities and resources will be used (if applicable). Present all timelines in terms of project month. Note that actual dates will be determined at the contract agreement stage. Timeline should include significant milestones, final report and other anticipated products or project outputs.

3. **Project Budget**

Please state the total budget request (including indirect costs as applicable) at the end of the proposal body. Please include a detailed budget including indirect costs as an Appendix. Proposals may provide multiple options for study designs that differ in scale and budget.

For awarded contracts, invoices should be based on actual expenses linked to project deliverables. Progress reports will be required. All travel requests should be documented and justified. Conference travel may or may not be justifiable depending on the purpose and scope of work.

AAAFTS is a charitable entity and is not committed to matching the indirect cost rates of the U.S. government or other entities. However, universities and organizations can

request a limited amount of indirect costs. Current maximum allowable rates are:

- 0% rate for **government agencies, other private foundations, and for-profit organizations**;
- Up to a 20% rate for **U.S. universities, U.S. colleges**; and
- Up to a 25% rate for **non-governmental organizations (NGOs)**.

Rates and limitations apply to both the primary applicant and any subcontractors. Each respective organization may receive indirect costs up to the rate applicable to their organization. A contractor with an actual indirect cost rate lower than the maximum rate provided above should not increase the funding request to the maximum allowed.

4. CVs or Resumes for Key Project Staff

Other Suggestions

The body of the proposal should be self-contained; it should be able to be understood by a reviewer without any supporting appendices.

Proposal reviewers are knowledgeable about scientific methods, data analysis, and most major traffic safety topics. As such, technical details related to the tasks and method should be prioritized over background information.

Evaluation Criteria

Proposals are assessed based on three criteria: (1) *innovation*, (2) *approach*, and (3) *team experience and supporting research environment*:

Criterion 1: Innovation (weight: 10%):

Does the applicant propose novel theoretical concepts, methods, instrumentation, or interventions? Is the proposed work expected to have impact on progress in the relevant fields and/or enhance programmatic initiatives?

Criterion 2: Approach (weight: 60%):

Does the application clearly respond to the RFP objectives? Are the overall strategy, methodology, and analyses well-reasoned, technically sound, and appropriate to accomplish the project objective(s)?

Criterion 3: Team Experience and Supporting Environment (weight: 30%):

Are the Principal Investigators and proposed personnel well-suited to the project, in terms of skills and experience? Do key personnel have adequate time allocated to the project? Are the institutional support, equipment, and other physical resources available to project personnel adequate for the project proposed?

Project budget requests will be assessed in relation to the scope of the work proposed.

Proposal Submission

Deadline: Thursday, May 8, 2025, 5:00 PM EDT.

No proposals will be accepted after this time.

Submit your proposal electronically to RFP@aaafoundation.org. Confirmation of receipt will be sent shortly after you submit. If you have not had any confirmation by Friday, May 9, please follow up at info@aaafoundation.org.

When sending your proposal to the AAA Foundation, please give your electronic files names that can help identify them.

Questions

An FAQ document is available at this [link](#), which includes common questions from previous years.

If you have other questions, please email them to RFP@aaafoundation.org. AAAFTS will accept questions until 5:00 PM EDT, April 3, 2025. Answers to these questions will be posted on the AAAFTS website no later than 5:00 PM EDT, April 4, 2024.

Terms and Conditions

The selection of a Consultant is conditioned upon and not considered final until a Research Agreement is executed by both AAAFTS and the Consultant.

About the Sponsor

Established in 1947 by The American Automobile Association, Inc., the AAA Foundation for Traffic Safety is an independent, publicly funded 501(c)(3) charitable research and education organization dedicated to saving lives by preventing traffic crashes and reducing injuries. AAAFTS' mission is to prevent traffic deaths and injuries by conducting research into their causes and by educating the public about strategies to prevent crashes and reduce injuries when they occur. Additional information about the AAA Foundation for Traffic Safety can be found at www.aaafoundation.org.



CITY COUNCIL AGENDA FORM

Meeting Date: April 28, 2025
Prepared by: _____
Department: City Clerk

Agenda Item: 8.V.
Reviewed by: _____

AGENDA ITEM DESCRIPTION:

Authorizing the Submission of No-Match Grant Applications not to exceed \$25,000 - *District B/
District D*

STAFF BRIEFING:

At the April 14, 2025, City Council Meeting, Mayor Pro Tem Compian announced that this item was one that he had been working on to present to the council.

HISTORY:

FISCAL IMPACT:

none.

RESOLUTION NO. XXXX-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, AUTHORIZING THE SUBMISSION OF NO-MATCH GRANT APPLICATIONS NOT TO EXCEED TWENTY-FIVE THOUSAND DOLLARS (\$25,000), WITH THE CONDITION THAT THE CITY MANAGER AND FINANCE DIRECTOR ARE INFORMED OF EACH SUBMISSION.

WHEREAS, the City of La Marque, Texas, seeks to identify and pursue funding opportunities to support city operations and services in a fiscally responsible manner; and

WHEREAS, no-match grants not exceeding Twenty-Five Thousand Dollars (\$25,000) present opportunities to enhance public services without imposing financial obligations on the City; and

WHEREAS, the City Council recognizes the importance of oversight and coordination in the grant application process to ensure financial transparency and accountability; and

WHEREAS, it is prudent that knowledge and awareness of all such grant submissions be made with email notice to the City Manager and the Finance Director to align with budgetary and compliance requirements;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, AS FOLLOWS:

The City of La Marque authorizes the submission of grant applications for funding opportunities that do not require a financial match and do not exceed Twenty-Five Thousand Dollars (\$25,000), provided that each application is submitted with the email notice described above.

NOW THEREFORE, BE IT RESOLVED that this authorization shall remain in effect unless superseded by a future resolution of the City Council.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on this the _____ day of May, 2025.



CITY COUNCIL AGENDA FORM

Meeting Date: April 28, 2025

Agenda Item: 8.VI.

Prepared by: _____

Reviewed by: Kierra Nance

Department: City Clerk

AGENDA ITEM DESCRIPTION:

Authorizing the postponement of the ordinance authorizing the sale of certificates of obligation to evidence a loan from the Texas Water Development Board and the related public hearing - *Finance*

STAFF BRIEFING:

Received an email from Jonathan Frels, Partner with Bracewell, LLP, on Monday, April 21, 2025, stating that this item is being postponed until May 12th meeting for the following reason:

- The AG requires that Council take formal action to postpone the consideration of the ordinance at the meeting originally included in the notice of intent. This is to ensure that anyone who shows up at the meeting for that topic understands that it will be delayed to a date that is certain.

HISTORY:

04.21.2025 - Email with clarifications on requesting item to be postponed until May 12, 2025 Council meeting.

04.22.2025 - Newspaper posting for Public Hearing / Ordinance sent to GDN.

FISCAL IMPACT:

N/A



City of La Marque, Texas
Texas Water Development Board – Financial Assistance
\$9,985,000 CWSRF Loan (L1001953)

Placement with the TWDB

April 2025						
Su	M	T	W	Th	F	S
		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 2025						
Su	M	T	W	Th	F	S
				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 2025						
Su	M	T	W	Th	F	S
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					

Financing Timeline

DATE	ACTION ITEMS	RESPONSIBILITY
February 24	Feb. 19 th deadline for docs Public Hearing (no required public notice, voluntary, standard form works) La Marque City Council Meeting - Consider Approval of Resolution Directing Publication of Notice of Intention to Issue C/Os (46-day waiting period begins after publication) Galveston daily news – no later than 12pm two days prior, 19 th first date for publication, 26 th 2 nd publication	City/Stifel/Bracewell
April 12	Draft Closing Documents Due	City/Stifel/Bracewell
April 21	C/O Ordinance Draft to TWDB	Bracewell
April 25	La Marque Releases Vendor RFP's	City
April 28	La Marque City Council Meeting - Postpone Adoption of C/O Order to May 12th Meeting	City/Stifel/Bracewell
April 28	Release Budget and Supporting Engineering Documents to TWDB Engineer	City
May 5	Final Interest Rates from TWDB (currently 2.15% interest rate)	TWDB
May 5	Final Numbers and Structure Distributed	Stifel
May 7	Final C/O Order Distributed to County and Working Group	Bracewell
May 9	Vendor RFP's Due	City
May 12	La Marque Selects Vendors to Assist in TWDB Placement	City
May 12	Verify with City Secretary whether petition has been received Required Public Hearing La Marque City Council Meeting - Consider Adoption of C/O Order with Final Terms	City/Stifel/Bracewell
May 21	Submit Final Outlay Report Draft Closing Memo Distributed	City/Stifel
May 22	Transcript Filed with the AG's Office	Bracewell
May 29	Final Closing Documents Due to TWDB Final Closing Memorandum Distributed	City/Stifel/Bracewell
June 5	AG Opinion and Comptroller's Certificate Due to TWDB	Bracewell
June 12	Closing and Flow of Funds	All Parties
per TWDB	Initial Release of Funds Available for Delivery to County	City/TWDB

As of April 21, 2025

UPDATE REGARDING NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION – POSTPONEMENT OF CONSIDERATION:

The City of La Marque, Texas (the “City”) has postponed the public hearing and consideration of the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City’s certificates of obligation described in the attached NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.

NEW DATE: The City Council of the City of La Marque, Texas (the “City”), will meet at 1109-B Bayou Road, La Marque, Texas, 77568 at 6:00 p.m. on May 12, 2025, which is the time and place tentatively set for a public hearing on and the final passage on first and final reading of an Ordinance Authorizing the Issuance and Sale of the City of La Marque, Texas, Tax and Subordinate Lien Revenue Certificates of Obligation, Series 2025; Authorizing Execution and Delivery of a Paying Agent/Registrar Agreement and an Escrow Agreement Relating to such Certificates; Prescribing the Form of said Certificates; Levying a Tax and Pledging Subordinate Lien on the Net Revenues of the Water, Sewer and Wastewater System in Payment Thereof; And Enacting Other Provisions Relating Thereto and such other action as may be deemed necessary to authorize the issuance of the City’s certificates of obligation.

CITY OF LA MARQUE NOTICE OF PUBLIC HEARING

Notice is hereby given that a Public Hearing regarding the following item will be held on Monday, May 12, 2025 during a regular meeting of the city council meeting of the City of La Marque:

Ordinance No. O-2025-__ – AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF LA MARQUE, TEXAS, TAX AND SUBORDINATE LIEN REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025; AUTHORIZING EXECUTION AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT RELATING TO SUCH CERTIFICATES; PRESCRIBING THE FORM OF SAID CERTIFICATES; LEVYING A TAX AND PLEDGING SUBORDINATE LIEN ON THE NET REVENUES OF THE WATER, SEWER AND WASTEWATER SYSTEM IN PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO

Ordinance No. O-2025-__ would authorize the issuance of certificates of obligation to evidence the receipt of financial assistance from the Texas Water Development Board under the Clean Water State Revolving Fund for all or any part of the costs associated with the (i) the eligible costs for improvements to the City’s wastewater system, including the planning, design and construction of capital repairs and improvements to the City’s sewer collection system and manholes to address inflow and infiltration, and (ii) cost of professional services incurred in connection therewith.

Following the public hearing at the meeting on May 12, 2025, Ordinance No. O-2025-__ will be considered for adoption by the City Council of the City of La Marque on First and Final Reading pursuant to Section 1201.028 of the Texas Government Code.

Additional information regarding the Ordinance and access to the meeting may be obtained from the City Clerk.

**NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION
IN CONNECTION WITH THE RECEIPT OF FINANCIAL ASSISTANCE
FROM THE TEXAS WATER DEVELOPMENT BOARD UNDER THE
CLEAN WATER STATE REVOLVING FUND**

NOTICE IS HEREBY GIVEN that the City Council of the City of La Marque, Texas (the “City”), will meet at 1109-B Bayou Road, La Marque, Texas, 77568 at 6:00 p.m. on April 28, 2025, which is the time and place tentatively set for a public hearing on and the final passage on first and final reading of an Ordinance Authorizing the Issuance and Sale of the City of La Marque, Texas, Tax and Subordinate Lien Revenue Certificates of Obligation, Series 2025; Authorizing Execution and Delivery of a Paying Agent/Registrar Agreement and an Escrow Agreement Relating to such Certificates; Prescribing the Form of said Certificates; Levying a Tax and Pledging Subordinate Lien on the Net Revenues of the Water, Sewer and Wastewater System in Payment Thereof; And Enacting Other Provisions Relating Thereto (the “Ordinance”) and such other action as may be deemed necessary to authorize the issuance of the City’s certificates of obligation, in the maximum aggregate principal amount not to exceed \$9,985,000 payable from ad valorem taxes and from a pledge of a subordinate lien on the net revenues of the City’s water, sewer and wastewater system, bearing interest at any rate or rates not to exceed the maximum interest rate authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the certificates, and maturing over a period not to exceed forty (40) years from the date of issuance, for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with the (i) the eligible costs for improvements to the City’s wastewater system, including the planning, design and construction of capital repairs and improvements to the City’s sewer collection system and manholes to address inflow and infiltration, and (ii) cost of professional services incurred in connection therewith. The resolution of the Texas Water Development Board approving financial assistance for the City includes a loan to be evidenced by the proposed certificates in the amount of \$9,985,000. The estimated combined principal and interest required to pay the certificates on time and in full is approximately \$12,527,229. Such estimate is provided for illustrative purposes only and is based on an assumed interest rate of 2.18%. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with the certificates. As of the date of this notice, the aggregate principal amount outstanding of tax-supported debt obligations of the City is \$ 25,282,001, and based on the City’s expectations, as of the date of this notice the combined principal and interest required to pay all of the outstanding tax-supported debt obligations of the City on time and in full is \$35,840,700.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 24th day of February, 2025.

Kierra Nance
City Clerk
City of La Marque, Texas



CITY COUNCIL AGENDA FORM

Meeting Date: April 28, 2025

Prepared by: Alice Ashley

Department: Administration

Agenda Item: 8.VII.

Reviewed by: Kierra Nance

AGENDA ITEM DESCRIPTION:

Approving the purchase of a Drone under the FY24 Catalytic Converter Grant in the amount of \$29,458.40 - *Police*

STAFF BRIEFING:

Requesting approval to accept the attached contract from Axon Enterprise, Inc. for the purchase of one drone to enhance the department's public safety capabilities. The total cost of the drone is \$29,458.40. This purchase will be fully funded through grant funds as a one-time payment with no recurring or monthly financial obligation to the City.

HISTORY:

8/7/24 The City was awarded \$904,306.00 by the MVCPA.

10/2024 RFQ was issued.

11/2024 The City received two bids (Attached)

11/2024 Axon was selected as the best fit based on pricing and the Police Department's needs.

FISCAL IMPACT:

No cost to the City - to be purchased with no-match FY24 SB224 Catalytic Converter Grant Funds for \$29,458.40

INVITATION FOR BID (IFB) FOR A LAW ENFORCEMENT DRONE

CITY OF LA MARQUE

RFP Number: LM 24-19

Submitted By: Axon Enterprise, Inc.

Address: 17800 N 85th Street Scottsdale, AZ 85255

Phone: 800.978.2737

Fax: 480.991.0791

ORIGINAL



AXON ENTERPRISE, INC.
17800 NORTH 85TH STREET
SCOTTSDALE, AZ 85255



October 31, 2024

City Clerk
bids@cityoflamarque.org
City of La Marque
1111 Bayou Rd.
La Marque, TX 77568

DEAR:

Axon Enterprises, Inc (Axon Air) is pleased to submit the enclosed proposal for IFB LM 24-19 – Law Enforcement Drone.

Axon is a top-tier provider of law enforcement technology, and our primary goal is to advance the efforts of public safety through that technology.

Axon Air is pleased to offer the following to the State of Alabama:

- ▶ Axon Air – Skydio X10 Starter Kit
- ▶ Axon Air – Skydio X10 Spotlight
- ▶ Axon Air – Skydio Spare Propellers for X10
- ▶ Axon Air – Skydio 3D Scane for X10
- ▶ Axon Air Delivery

If you have any questions regarding our proposal, pricing, or products, please contact Senior Proposal Manager Madeline Wiggins by phone at 214.329.0388, or by email at mwiggins@axon.com. We look forward to working with the City to implement a comprehensive and seamless solution.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R. Driscoll, Jr.'.

Robert E. Driscoll, Jr.
Deputy General Counsel

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Our acceptance of this engagement is subject to completion of a formal agreement between both parties documenting the purchased products and services. Upon acceptance, the actual terms of our engagement will be documented in a separate writing to be signed by you and us. The information provided in this proposal is intended for informational purposes only and may not be copied, used, or modified, in whole or in part, for any purpose other than evaluation or as otherwise stated in the solicitation documents without Axon's written approval. All information and stats in this proposal are current as of January 1, 2024, unless otherwise noted.



STATEMENT OF INTEREST

Axon Enterprise, Inc. (Axon) is a technology company that has been in operation since 1993 and is based in Scottsdale, Arizona. Over this time, Axon has remained focused on building and deploying reliable and secure hardware and software solutions—including —to help improve public safety.

With more than 19,000 clients around the world implementing our solutions, and approximately 3,330 employees dedicated to improving policing, Axon is confident our experience in the law enforcement industry, as well as our commitment to ongoing after-deployment support, can help the City meet the goals you have set forth for your program.

CURRENT SOLUTION USAGE RATES

The following stats show the current usage rate of our solutions by our customers both in the field and at the station. These stats include:

- ▶ **880,000+** cumulative users on Axon Evidence
- ▶ **295,000,000+** gigabytes of data stored in Axon Evidence
- ▶ **1,030,000+** registered TASER energy weapons
- ▶ **730,000+** registered Axon body-worn cameras
- ▶ **110,000+** registered Axon in-car cameras

UNDERSTANDING LA MARQUE’S NEEDS

Our Skydio X10 drone system is designed to capture reliable aerial evidence wherever it's needed, streamline workflows, and save time—allowing your officers to focus on what matters most: serving the community. Skydio's mission is to empower law enforcement agencies like La Marque with advanced technology that enhances safety and operational efficiency for both officers and the public.

The proposed solution for the City of La Marque is a robust and adaptable drone program that complements the existing technology infrastructure. This solution not only addresses the City's immediate needs but also provides a future-ready platform for aerial surveillance and an end-to-end evidence management system tailored to law enforcement demands.

ADDRESSING LA MARQUE’S NEEDS

Axon has been the City of La Marque's technology partner for many years; and as such, we are uniquely suited to provide your agency with a drone solution for an already successful program.

CATEGORY	SOLUTION DETAILS
END-TO-END SOLUTION	▶ SEAMLESS INTEGRATION – Our Skydio X10 drone integrates seamlessly with other Axon technologies, enabling officers to operate drones alongside body-worn and in-car cameras, whether in the field or at the station. ▶ FULLY CONNECTED SOLUTION – Skydio's cutting-edge drone system, part of the Axon Air program, offers the City of La Marque a robust, integrated solution that has been deployed successfully at numerous agencies across the U.S. This proposed



CATEGORY	SOLUTION DETAILS
	solution will meet the City's specific operational needs and enhance both accountability and operational efficiency.
IMPLEMENTATION & SUPPORT	▶ CONTINUED SUPPORT – Skydio and Axon provide dedicated customer support 24/7 to ensure that your officers, regardless of shift, are fully supported. Our teams are ready to answer questions and resolve any issues as quickly as possible.

We are confident in our continued ability to support the City's officers and community with advanced law enforcement technology.

We've long made the priorities of law enforcement our own, and your challenges ours to solve. When you continue to partner with Axon, you're partnering with a team of product experts, security professionals, engineers, technology specialists, and former law enforcement personnel. We are dedicated to pushing the boundaries of technology and are committed to delivering on those efforts, to offer law enforcement the solutions needed to help make the world a safer place. By expanding your program to additional products and services within the Axon Ecosystem made up of connected devices and apps, the City can better position itself to protect fellow officers and the communities you serve.

Our mission to protect life and truth in the field, at the station, and in the courtroom is unwavering, and we are prepared to join forces with you, to keep your officers and community safe.



EXPERIENCE & RELEVANT QUALIFICATIONS

AXON'S EXPERIENCE WITH THE CITY OF LA MARQUE

Axon has partnered with the City of La Marque to provide law enforcement technology since 2015. La Marque recently purchased TASER 7 and Fleet 3 in-car camera systems. Our proposed addition of the 18 remaining Axon Fleet 3 camera systems will expand La Marque's existing solution providing a fully integrated digital evidence management program through Axon Evidence.

DRONE EXPERIENCE

When developing our Axon Air offering, we knew that partnering with industry-leading, innovative drone manufacturers was critical. Developing these partnerships allowed Axon Air to leverage the best-available UAS hardware from multiple providers to use alongside our Axon Evidence digital evidence management system (DEMS) to import, manage, and store aerial video and photos.

Axon Air allows customers to purchase their drone equipment directly from a trusted partner who has a team dedicated to their success, rather than a reseller who is unfamiliar with their specific challenges. Customers can also utilize Axon Evidence—a system they are already familiar with—to import, manage, and store drone video and photos. This centralizes drone-generated digital files that might otherwise remain siloed.

A DEDICATED TEAM OF EXPERTS

The Axon Air team are subject matter experts in the set-up, training, management, and maintenance of public safety drone programs. As part of your investment, they will conduct an initial set-up call to walk through your hardware, software, and other included components. In addition, you will have access to a customer success manager who can assist with any questions during the life of your program. Our team includes former law enforcement leaders in the drone program space who are ready to lend their expertise to the State of Alabama's program.

CONTINUING EDUCATION WITH AXON ACADEMY

Axon offers the State of Alabama robust training resources to supplement the use of our technologies. Axon Academy is an online learning management system containing a wide variety of instructional resources and product-specific training courses broken into short, single-topic videos and tutorials. Educational opportunities for new and existing users are accessible from Axon Academy, and administrators can assign training courses to specific users based on their role. To meet different learning styles, Axon Academy offers the State of Alabama a range of assets, including e-learning modules, simulations, workflow walkthroughs, and videos.

Please visit my.axon.com for more details.

OUR EXPERIENCE IN THE STATE

Axon provides hardware and software solutions to more than 1,000 clients throughout the state of Texas, including:



- ▶ Alvin Police Department
- ▶ Amarillo Police Department
- ▶ Arcola Police Department
- ▶ Austin Police Department
- ▶ Baytown Police Department
- ▶ Bexar County Sheriff's Office
- ▶ Dallas Police Department
- ▶ Danbury Police Department
- ▶ El Paso County Sheriff's Department
- ▶ Fort Bend County Sheriff's Office
- ▶ Fort Worth Police Department
- ▶ Harris County Sheriff's Office
- ▶ Houston Metro Transit Police
- ▶ Houston Police Department
- ▶ Humble Police Department
- ▶ Irving Police Department
- ▶ Kemah Police Department
- ▶ League City Police Department
- ▶ Morgans Point Police Department
- ▶ Port of Galveston Police Department
- ▶ San Antonio Police Department
- ▶ Sugarland Police Department
- ▶ Texas City Police Department
- ▶ Waco Police Department
- ▶ West University Police Department

THOUGHT LEADERSHIP

Axon is determined to continue improving our technologies over time and relies on our experienced administrators, engineers, technicians, and leadership team to provide articles documenting these pursuits. By visiting axon.com/company/news, the WMATA can stay apprised of current news and updates to the products you frequently use.

The following articles include information specific to our Axon Air program:

- ▶ [5 Steps for Starting a Public Safety Drone Program](#)
- ▶ [The Future of Public Safety Drone Operations is Now](#)
- ▶ [Axon Air: Partnering with Fotokite](#)
- ▶ [From Air To Aid: Jacob Furst and the Role of Drone Technology in Disaster Response](#)
- ▶ [Empowering Public Safety with Axon Air powered by DroneSense](#)
- ▶ [Webinar: Past, Present, and Future of Drones in Law Enforcement](#)

RELEVANT QUALIFICATIONS

The priorities and challenges of law enforcement have been at the core of Axon's mission, and our mission is simple: protect life. Founded in 1993, we first transformed law enforcement with our TASER energy weapons. Today, we continue to define smarter policing with our growing suite of technology solutions. Axon has been providing body-worn cameras to law enforcement for approximately twelve years and we are committed to developing the latest technologies to make the world a safer place.

Building on a history of innovation in policing, our hardware and software solutions are designed specifically for law enforcement. Axon is not just a collection of individual technologies; it is a cohesive ecosystem. Every product works together and was built by the same team of engineers who continue to support the product after launch.

/ EMPLOYEE COUNTS



As of January 2024, Axon employs approximately 3,330 full-time employees globally, including 2,690 domestic employees and 640 international employees.

THE AXON NETWORK

The Axon network of connected devices, apps, and people is changing the future of public safety. Every Axon product integrates seamlessly with one another and often complements the systems and processes you already use. Our connected solutions help keep you safe and efficient and enable greater transparency with the communities you serve.

Our technologies impact every aspect of an officer's day-to-day experience:

- ▶ **IN THE FIELD** – Our TASER energy weapons offer a less-lethal alternative to firearms and have helped save citizens and officers from death or serious bodily injury; our Axon body-worn and in-car cameras collect video evidence to capture the truth of an incident, and our mobile applications enable simple evidence collection and annotation.
- ▶ **AT THE STATION** – Our secure, cloud-based digital evidence management solution allows officers and command staff to manage, review, share, and process digital evidence using forensic, redaction, transcription, and other tools.
- ▶ **IN THE COURTROOM** – Our solutions for prosecutors make collaborating across jurisdictions and agencies easy so that cases can be resolved quickly.



CAPACITY TO PERFORM

A DEDICATED TEAM OF EXPERTS

The Axon Air team are subject matter experts in the set-up, training, management, and maintenance of public safety drone programs. As part of your investment, they will conduct an initial set-up call to walk through your hardware, software, and other included components. In addition, you will have access to a customer success manager who can assist with any questions during the life of your program. Our team includes former law enforcement leaders in the drone program space who are ready to lend their expertise to the Washington County Sheriff's Office's program.

SKYDIO TRAINING

Skydio BLENDED training - Self-paced online training course on the operation of Next Gen Aircraft, the Skydio Enterprise App, and Skydio software via the Skydio LMS, followed by one (1) day of in-person live flight training in the field. For up to four (4) students. Participants will receive a course completion certificate upon the successful completion of this training. Travel and lodging costs are included in this price.



BONDING CAPCITY



October 22, 2024

City of La Marque
1111 Bayou Road
La Marque, TX 77568

**Re: Letter of Bondability for Axon Enterprise, Inc.
Invitation for Bids (IFB) for a Law Enforcement Drone**

To Whom It May Concern:

Axon Enterprise, Inc. is a highly regarded and valued client of Liberty Mutual Insurance Company. Accordingly, we would anticipate no difficulty in providing customary performance and payment bonds in the range of \$500,000 Single / \$1,000,000 Aggregate. Bonds for contracts in excess of the above amounts will be considered on a case-by-case basis.

Naturally, we would expect that the execution of any final bonds would be subject to a review of the final contract terms, conditions and financing by our client and ourselves. We assume no liability to you or any third party if for any reason we do not execute said bonds.

If we can provide any further assurances or assistance, please do not hesitate to call upon us.

Sincerely,

LIBERTY MUTUAL INSURANCE COMPANY

By:

Lisa A. Ward, Attorney-in-Fact for Liberty Mutual Insurance Company



175 Berkeley Street, Boston, MA 02116
(617) 357-9500



FINANCIAL STABILITY

Axon is a publicly traded company; all financial information is available at investor.axon.com. Axon's NASDAQ stock ticker symbol is AXON.

/ NET SALES

- ▶ Net sales were \$1.6 billion and \$1.2 billion for the years ended December 31, 2023, and 2022, respectively, an increase of \$373.5 million.
- ▶ Net sales were \$1.2 billion and \$863 million for the years ended December 31, 2022, and 2021, respectively, an increase of \$326.5 million.
- ▶ Net sales were \$863 million and \$681 million for the years ended December 31, 2021, and 2020, respectively, an increase of \$182 million.
- ▶ Net sales were \$681 million and \$530 million for the years ended December 31, 2020, and 2019, respectively, an increase of \$151 million.
- ▶ Net sales were \$530 million and \$420 million for the years ended December 31, 2019, and 2018, respectively, an increase of \$110 million.
- ▶ Net sales were \$420 million and \$343 million for the years ended December 31, 2018, and 2017, respectively, an increase of \$77 million.
- ▶ Net sales were \$343 million and \$268 million for the years ended December 31, 2017, and 2016, respectively, an increase of \$75 million.
- ▶ Net sales were \$268 million and \$197 million for the years ended December 31, 2016, and 2015, an increase of \$71 million.

/ NET INCOME

- ▶ We recorded net income of \$174.2 million for the year ended December 31, 2023, compared to a net income of \$147.1 million in 2022. Net income per basic share was \$2.35 while diluted net income per share was \$2.31, compared to net income per basic share of \$2.07 and diluted net income per share of \$2.03 for 2022.
- ▶ We recorded net income of \$147.1 million for the year ended December 31, 2022, compared to a net loss of \$60.0 million in 2021. Net income per basic share was \$2.07 while diluted net income per share was \$2.03, compared to net loss per basic and diluted net loss per share of \$0.91 for 2021.
- ▶ We recorded net income of \$60.0 million for the year ended December 31, 2021, compared to net income of \$1.7 million in 2020. Net loss per basic and diluted share was \$0.19 for 2021, compared to net income per basic and diluted share of \$0.03 for 2020.
- ▶ We recorded net income of \$1.7 million for the year ended December 31, 2020, compared to net income of \$0.9 million in 2019. Net loss per basic and diluted share was \$0.03 for 2020, compared to net income per basic and diluted share of \$0.01 for 2019.
- ▶ We recorded net income of \$28.3 million to \$0.9 million for the year ended December 31, 2019, compared to \$29.2 million in 2018. Net income per basic and diluted share was \$0.01, respectively, for 2019 compared to \$0.52 and \$0.50 per basic and diluted share for 2018.
- ▶ We recorded net income of \$24.0 million to \$29.2 million for the year ended December 31, 2018, compared to \$5.2 million in 2017. Net income per basic and diluted share was, respectively, for 2018 compared to \$0.10 per basic and diluted share for 2017.



- ▶ We recorded net income of \$12.1 million to \$5.2 million for the year ended December 31, 2017, compared to \$17.3 million in 2016. Net income per basic and diluted share was \$0.10 for 2017 compared to \$0.33 and \$0.32 per basic and diluted share, respectively, for 2016.
- ▶ We recorded net income of \$2.6 million to \$17.3 million for the year ended December 31, 2016, compared to \$19.9 million in 2015. Net income per basic and diluted share was \$0.33 and \$0.32 for 2016, respectively, compared to \$0.37 and \$0.36 per basic and diluted share for 2015.



LEGAL ACTIONS

As a manufacturer of weapons and other law enforcement tools used in high-risk field environments, the company is often the subject of products liability litigation on the TASER weapons side of its business. These lawsuits are brought by individuals alleging either wrongful death or personal injury in connection with arrests or training. Only one such case is currently pending in Orleans Parish Civil District Court, LA (No. 18-10268).

In January 2020, the FTC filed an administrative enforcement action regarding Axon's May 2018 acquisition of failing BWC competitor Viewu. In October 2023, the FTC dismissed its complaint without consent degree or condition. Two purported antitrust suits based largely on the FTC's unproven allegations are now pending in the District of New Jersey (Case No. 3:23-cv-7182) and District of Arizona (Case No. 2:24-cv-01869-SMB). Axon denies the allegations and is vigorously defending these actions.

In September 2024 Airspace Systems, Inc. asserted patent infringement claims against Dedrone Holdings, Inc. in the Eastern District of Virginia (No. 1:24-cv-01625). On October 1, 2024, Axon acquired Dedrone and has assumed defense of the case. Dedrone denies infringement and contests validity of the asserted patents.



PRICING

ATTACHMENT B – PRICING SHEET

ATTACHMENT B: PRICING SHEET

Respondent shall complete and submit the following pricing sheet with the bid response package. The Entity reserves the right to make an award on the basis of low bid in the interest of the Entity and to reject any and all bid items in the sole discretion of the Entity.

ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENSION
1	Skydio X10 Starter Kit	1	Each	\$16,464.40	\$16,464.40
2	Skydio Spare Propellers for X10	1	Each	\$129.00	\$129.00
3	Skydio Spotlight for X10	1	Each	\$265.00	\$265.00
4	Skydio 3D Scan for X10	1	Each	\$12,600.00	\$12,600.00
5				\$	\$
TOTAL FIRM FIXED PRICE					\$29,458.40
6	DELIVERY – Number of calendar days for delivery after receipt of the order:			XX calendar days	
Name of Firm:		Axon Enterprise, Inc.			
IFB #:		LM 24-19			
IFB Name:		Law Enforcement Drone			

AUTHORIZED AGENT – SIGNATURE AND CONTACT INFORMATION

The Respondent’s authorized agent must sign this document to acknowledge they read this solicitation carefully and completely, and the information submitted is true and correct.

SIGNATURE OF AUTHORIZED AGENT:	
PRINTED NAME OF AUTHORIZED AGENT:	Robert E. Driscoll, JR.
TITLE OF AUTHORIZED AGENT:	Deputy General Council
DATE OF SIGNATURE:	10/25/2024

APPENDIX



SOLUTION OVERVIEW

TECHNICAL SPECIFICATIONS AND FEATURES

The Skydio X10 offers top-of-the-line sensors for a drone of this size, piloted by advanced AI in the sky. To get the data you need, wherever and whenever you need it. Technical specifications of the X10 include:

- ▶ **A VERSATILE OPTION** – Wide operating temperature range of -4°F to 113°F (-20°C to 45°C); Skydio X10 was designed for performance even in difficult conditions and can handle a gust of wind at or under 28 mph.
- ▶ **NARROW CAMERA SPECIFICATIONS** – The narrow camera has a configurable resolution, up to 3840 x 2880. It also includes a 64 MP CMOS sensor, a 50° diagonal field of view, and a f/1.8 aperture.
- ▶ **THERMAL CAMERA SPECIFICATIONS** – The included thermal camera includes a FLIR Boson+ Uncooled VOx Microbolometer with 640 x 512 resolution. It is capable of measuring temperatures in the range of -40° to 150° C (-40° to 350° C low gain).
- ▶ **NAVIGATION LENS SPECIFICATIONS** – The Skydio X10 includes six navigation lenses in a trinocular configuration on the top and bottom of the device. The video feeds are combined together to create a true 360° picture of the environment, with superior AI flight assistance and obstacle avoidance.
- ▶ **TELEPHOTO CAMERA SPECIFICATIONS** – The telephoto camera has a configurable resolution, up to 3840 x 2880. It also includes a 48 MP CMOS sensor, a 35 mm focal length (equivalent to 190 mm), and a 13° diagonal field of view.
- ▶ **ZERO LIGHT NAVIGATION** – NightSense technology leverages both the visible and infrared light spectrum to enable navigation in total darkness, real-time environmental mapping, and obstacle avoidance.
- ▶ **ONBOARD AI** – Flying made easier with the aid of AI-powered flight assistance and obstacle avoidance.
- ▶ **LIGHTWEIGHT** – The Skydio X10 offers a compact, lightweight airframe; the device weighs 4.65 lbs with a battery.
- ▶ **FLIGHT TIME** – The Skydio X10 offers a max hover time of 35 minutes and a max flight time of up to 40 minutes.
- ▶ **INTUITIVE FLIGHT CONTROLS** – Flight is accomplished via the included controller which has built-in, intuitive controls.
- ▶ **ADAPTABLE PAYLOAD ATTACHMENTS** – Four payload attachment points allow users to adjust to evolving mission needs. Attach available accessories such as a parachute, speaker and microphone, spotlight, and more.



 **SKYDIO X10**

 **AXON AIR**
POWERED BY  DRONESENSE

 **Skydio**





SKYDIO X10

Skydio X10 seamlessly integrates advanced intelligence with cutting-edge capabilities for critical operations in any location at any time. Sophisticated AI-powered autonomy allows users to fly the Skydio X10 for complex missions without complex training. The advanced VT300-Z sensor package offers a range of options, including narrow and telephoto lenses and the powerful FLIR Boson+ radiometric camera, enabling intelligent navigation day and night.

ONBOARD AI

Fly effortlessly with AI-powered flight assistance and obstacle avoidance.

VISIONARY CAMERAS

High-resolution visual and radiometric cameras in modular sensor packages.

UNRIVALED THERMAL IMAGING

The first drone ever to integrate an FLIR Boson+ sensor, delivering the highest quality radiometric thermal imaging.

FAST AND EASY DEPLOYMENT

Lightweight, backpack-portable design enables rapid deployment by a single operator in less than a minute.

ADAPTABLE PAYLOAD ATTACHMENTS

Easily adjust to evolving mission needs with four payload attachment points. Attach accessories such as a parachute, speaker and microphone, spotlight, and more.

ZERO LIGHT NAVIGATION

NightSense leverages a visible/infrared illumination payload, enabling navigation in total darkness, real-time environmental mapping, and obstacle avoidance, ensuring seamless mission execution beyond human limitations.

TECHNICAL SPECS

Flight Time

- Up to 40 minutes

Range

- Up to 12km / 7.5mi

Color Camera

- Narrow: 64 MP, f/1.8, 4k/60fps
- Telephoto: 48 MP, f/2.2, 4k/60fps

Thermal Camera

- 640x512px radiometric FLIR Boson+



AXON.COM





ATTACHMENT A

ATTACHMENT A:

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/SUBMISSION CHECKLIST

Title of Solicitation:	Law Enforcement Drone
Name of Respondent:	Mike Schmidt
Company:	Axon Enterprise, Inc.
Mailing Address:	17800 N. 85th St.
City, State, Zip:	Scottsdale, AZ 85255
Phone Number:	800.978.2737
Company Contact Email Address:	contracts@axon.com
Texas Vendor ID Number:	TX Taxpayer # - 18607412279
EIN/Federal Tax Identification Number:	86-0741227

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO.	DATE ISSUED
1	10/25/2024

☐ Please check this box if no addenda were issued.



ATTACHMENT A (CONTINUED)

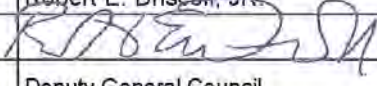
SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

This checklist is provided for the Respondent's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the Respondent of the need to read and comply with the specifications. Your submittal of the documents attests to the fact that you have read and/or included the documents with your response.

SUBMISSION CHECKLIST

CHECK FOR COMPLETION	DOCUMENTS REQUIRED FOR SUBMISSION
☒	A. Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist
☒	B. Pricing Sheet
☒	C. System for Award Management (SAM.gov)
☒	D. Customer/Client References
☒	E. Certificate of Insurance
Included	F. Ethics and Conflict of Interest Acknowledgement (Optional)
N/A	G. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
☒	H. Conflict of Interest Questionnaire (Form CIQ)
☐	Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
☒	I. Disclosure of Lobbying Activities SF-LLL Certification (Required for all bids exceeding \$100,000)
☐	Please check this box if the bid does not exceed \$100,000.
☒	J. Bidder's Certification
☒	K. Non-Collusion Affidavit
☐	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	Robert E. Driscoll, JR.
AUTHORIZED SIGNATURE:	
TITLE OF AUTHORIZED AGENT:	Deputy General Council
DATE OF SIGNATURE:	10/25/2024



ATTACHMENT C

ATTACHMENT C: SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH (CONTINUED)

NON-DEBARMENT CERTIFICATION FORM			
COMPANY/ENTITY LEGAL NAME: Axon Enterprise, Inc.			
STREET ADDRESS: 17800 N. 85th St.			
CITY: Scottsdale		STATE: AZ	ZIP: 85255
CONTACT NAME: Robert E. Driscoll, JR.			
CONTACT EMAIL: contracts@axon.com		CONTACT PHONE: 800.978.2737	
*UEI #	TBW7MGPYURM7	**TIN #	80-0741227
*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. All entities must be pre-vetted for eligibility/ability to perform the outlined ARPA funded scope of work and a record (PDF of SAM.gov screenshot) of SAM debarment clearance must be obtained prior to entering into any final contracts. **Beneficiary Entities are required to have UEI and/or TIN.			
APPLICABLE REGULATIONS: As stated in the ARPA/SLFRF Terms & Conditions: "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19." Also, Federal Executive Order (E.O.) 12549: "Debarment" requires that contractors, beneficiaries or subrecipient organizations and their principals – who are receiving awards, using federal funds, are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify you from receiving or retaining funds. Information on debarment is available at the following website: www.sam.gov Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity: "If a federal agency later determines that you failed to tell the [awarding agency] that you were excluded or disqualified at the time you entered into the covered transaction with that person/awarding agency, the agency may pursue any available remedies, including suspension and debarment."			
[INITIAL]	CERTIFICATION & SIGNATURE		
	We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.		
RD	We hereby confirm that if that status should change within the course of this agreement, we will provide notification immediately. Failure to do so may result in this agreement's termination and/or the repayment of funds.		
Your signature certifies that the information provided on this form is correct and that neither you nor your principal(s) is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.			
SIGNATURE 			
PRINTED NAME & TITLE		DATE	
Robert E. Driscoll, JR. - Deputy General Counsel		10/25/2024	
FOR DEPARTMENT USE ONLY			
SAM Debarment/Certification Record of Clearance	Yes [] No []	Note:	
State of Texas Debarred Vendor List Cleared	Yes [] No []	Note:	
Verified By:	Yes [] No []	Date:	



ATTACHMENT D

ATTACHMENT D: CUSTOMER/CLIENT REFERENCES

Respondents shall use Attachment D to describe a minimum of three (3) and maximum of five (5) references for jobs, and corresponding references, completed within last five (5) years.

Respondent's Name: Axon Enterprise, Inc.

The references shall illustrate recent experience successfully completing work of a similar nature and scope as the work described in this IFB. This form may be modified as needed to comply with the requirement to document company information. *Failure to return this attachment (or a reasonable facsimile) may result in the proposal being considered non-responsive. Failure to provide references may result in the proposal being considered non-responsive.*

REFERENCE 1:

Company Name:	Seguine Police Department, TX
Company Address:	350 N Guadalupe St, Seguin, TX 78155
Contact Name/Title/Phone:	Sgt. William Collier
Contact Email:	wcollier@seguintexas.gov
Contract Award Date:	Purchase Date: 9/30/2024
Contract Completion Date:	N/A
Contract Project Name:	N/A
Brief Description of Services:	Delivery, setup and training on the Skydio X-10 drone and supporting platform



REFERENCE 2:

Company Name:	Orange County Sheriff's Dept. - CA
Company Address:	550 N. Flower Street Santa Ana, CA 92703
Contact Name/Title/Phone:	Sgt. Kyle Ishii
Contact Email:	kishii@ocsheriff.gov
Contract Award Date:	Purchase Date: 9/30/2023
Contract Completion Date:	N/A
Contract Project Name:	N/A
Brief Description of Services:	Delivery, setup and training on the Skydio X-10 drone and supporting platform

REFERENCE 3:

Company Name:	West Texas A&M University
Company Address:	2402 N 3rd Ave. Canyon, TX 79016
Contact Name/Title/Phone:	Instructor John Hildebrand
Contact Email:	jhildebrand@wtamu.edu
Contract Award Date:	Purchase Date: 7/25/2023
Contract Completion Date:	N/A
Contract Project Name:	N/A
Brief Description of Services:	Delivery, setup and training on the Skydio X-10 drone and supporting platform



ATTACHMENT E

CERTIFICATE OF LIABILITY INSURANCE		DATE(MM/DD/YYYY) 08/02/2024														
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																
PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 4300 East Camelback Rd. Suite 460 Phoenix AZ 85018 USA	CONTACT NAME: PHONE (A/C No., Ext.): 8662837122 FAX No.: 800-363-0105 E-MAIL ADDRESS:															
INSURED Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: National Casualty Company</td> <td>11991</td> </tr> <tr> <td>INSURER B: Navigators Insurance Co</td> <td>42307</td> </tr> <tr> <td>INSURER C: Hartford Ins Co of the Midwest</td> <td>37478</td> </tr> <tr> <td>INSURER D: Hartford Fire Insurance Co.</td> <td>19682</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Casualty Company	11991	INSURER B: Navigators Insurance Co	42307	INSURER C: Hartford Ins Co of the Midwest	37478	INSURER D: Hartford Fire Insurance Co.	19682	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #															
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INSURER C: Hartford Ins Co of the Midwest	37478															
INSURER D: Hartford Fire Insurance Co.	19682															
INSURER E:																
INSURER F:																
COVERAGES CERTIFICATE NUMBER: 570106271855 REVISION NUMBER:																
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.																
Limits shown are as requested																
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS									
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ see Prod Lib info at'd GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO JECT ☐ LOC OTHER: Xc1 Prod/Comp Ops	Y	Y	NG00001132 SIR applies per policy terms & conditions	08/01/2024	08/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG Excluded Per Occ. SIR \$1,000,000									
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRE AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	59 UEN FN6060	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)									
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION			☒ OCCUR ☐ CLAIMS-MADE	08/01/2024	08/01/2025	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000									
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	59WEAC0560	08/01/2024	08/01/2025	☒ PER STATUTE ☐ OTHER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE-EA EMPLOYEE \$1,000,000 E.I. DISEASE-POLICY LIMIT \$1,000,000									
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Proof of Insurance,																
CERTIFICATE HOLDER Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 												

Holder Identifier :

Certificate No : 570106271855





AGENCY CUSTOMER ID: 570000007117
LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.	
POLICY NUMBER See Certificate Numbe 570106271855			
CARRIER See Certificate Numbe 570106271855	NAIC CODE	EFFECTIVE DATE	

ADDITIONAL REMARKS
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR TYPE	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
B				RK23EXC744358IV	08/01/2024	08/01/2025	Aggregate	\$10,000,000
							Each Occurrence	\$10,000,000



AGENCY CUSTOMER ID: 570000007117
LOG #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.	
POLICY NUMBER See Certificate Numbe 570106271855			
CARRIER See Certificate Numbe 570106271855	NAIC CODE	EFFECTIVE DATE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Products Liability Schedule

Products/Completed Operations Coverage
8/1/2024 - 8/1/2025:

Policy #034064091
Lexington Insurance Company
Claims Made Coverage Form - Products Liability
\$10,000,000 Each Occurrence Limit
\$10,000,000 Products/Completed Operations Aggregate Limit
\$ 5,000,000 Per Occurrence Self Insured Retention

Policy #034064092
Lexington Insurance Company
Occurrence Coverage Form - Products Liability
\$10,000,000 Each Occurrence Limit
\$10,000,000 Products/Completed Operations Aggregate Limit
\$ 5,000,000 Per Occurrence Self Insured Retention



ATTACHMENT F

ATTACHMENT F: ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT

Public servants are expected to conduct themselves impartially and in a manner that inspires public confidence, while ensuring that responsible contractors have fair and equal access to governmental procurement.

The City of La Marque is committed to protection of government integrity, while also facilitating the recruitment and retention of the skilled personnel necessary to support its operations. To achieve this objective, The City of La Marque has established standards of ethical conduct and conflict of interest policies and expects all vendors, contractors, and subrecipients to adhere to the same core principles as described below.

To achieve these standards, it is essential that those doing business with the City of La Marque also observe the ethical standards prescribed here.

I acknowledge that it is a breach of ethics to attempt to influence any public employee, elected official, or department head to violate the standards of ethical conduct set forth in this code.

I further acknowledge that it is a breach of ethics for any employee of City of La Marque or a vendor doing business with the City of La Marque to participate directly or indirectly in a procurement when the employee or vendor knows that:

- A. The employee or any member of the employee's immediate family or household has a substantial financial interest in a company responding to a City of La Marque procurement.
- B. A business or organization in which the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.

I understand that it is a breach of ethics to offer, give, or agree to give any employee of City of La Marque, or for any employee to solicit, demand, accept, or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or purchase request influencing the content of specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal therefore pending before City of La Marque.

I acknowledge that it is a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for City of La Marque as an inducement for the award of a contract or order.

I certify that I have read and understand the ethical standards set forth by City of La Marque and agree to comply with them in all business dealings with the City of La Marque.


 SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE
 Robert E. Driscoll, JR. - Deputy General Counsel
 PRINTED NAME, TITLE

Axon Enterprise, Inc.
 COMPANY
 10/25/2024
 DATE



ATTACHMENT G

This form is not applicable to our proposal.



ATTACHMENT H

ATTACHMENT H: CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY Date Received
1 Name of vendor who has a business relationship with local governmental entity. Axon Enterprise, Inc.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. N/A Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☒ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. N/A		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity BAXEN		Date 10/25/2024

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021



ATTACHMENT I

ATTACHMENT I: DISCLOSURE OF LOBBYING ACTIVITIES
SF-LLL CERTIFICATION REGARDING LOBBYING
(TO BE SUBMITTED WITH EACH BID OR OFFER EXCEEDING \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language in paragraphs (a) and (b) of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Axon Enterprise, Inc. (insert business name), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

SIGNATURE	
NAME OF AUTHORIZED AGENT	Robert E. Driscoll, JR.
TITLE OF AUTHORIZED AGENT	Deputy General Council
DATE	10/25/2024



DISCLOSURE OF LOBBYING ACTIVITIES – INSTRUCTIONS

Instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503. Approved by OMB 0348-0046. Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Name: Street Address: City, State, Zip: Congressional District, if known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Name: Street Address: City, State, Zip: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10a. Name and Address of Lobbying Registrant Name (First, MI, Last): Street Address: City, State, Zip:			10b. Individuals Performing Services <i>(including address if different from No. 10a)</i> Name (First, MI, Last): Street Address: City, State, Zip:		
11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.					
Signature: _____ Name: _____ Title: _____ Telephone: _____ Date: _____					
Federal Use Only			Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)		



ATTACHMENT J

ATTACHMENT J: BIDDER’S CERTIFICATION

In accordance with Texas Government Code Sections 2252.001 through 2252.004 (relating to bids by nonresident contractors), the pertinent portion of the Act has been extracted and is as follows:

- 1. “Nonresident bidder” refers to a person who is not a resident.
- 2. “Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

- 1. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
- 2. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that Axon Enterprise, Inc. (Company Name) is a

☐ Resident bidder of Texas as defined in Section 2252.001(4), Texas Government Code,

OR

☒ Nonresident bidder as defined in Section 2252.001(3), Texas Government Code, and our principal place of business is located at 17800 N. 85th St. Scottsdale, AZ 85255 (City and State).

Note: If the Respondent is an out-of-state company, a Certificate of Authority from the Secretary of State to do business in Texas must be provided.

SIGNATURE	
NAME OF AUTHORIZED AGENT	Robert E. Driscoll, JR.
TITLE OF AUTHORIZED AGENT	Deputy General Council
DATE	10/25/2024



ATTACHMENT K

ATTACHMENT K: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF ~~TEXAS~~ ARIZONA §
 COUNTY OF MARICOPA §

By the signature below, the signatory for the bidder certifies that neither he/she nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature:

Printed Name: Robert E. Driscoll, Jr.

Title: Deputy General Counsel

Company: Axon Enterprise, Inc.

Date: October 24, 2024

SUBSCRIBED and sworn to before me the undersigned authority by Robert E. Driscoll, Jr. on the 24th day of October, 20 24 on behalf of said bidder.



Notary Public in and for the
 State of ~~Texas~~ Arizona

My commission expires: Sept. 4, 2026



EXCEPTIONS & AXON MASTER SERVICES AND PURCHASING AGREEMENT



October 25, 2024

City of La Marque
111 Bayou Road
La Marque, TX 77568
Attn: City Clerk

Re: Terms and Conditions Exceptions – FY24 SB224 Catalytic Converter Grant

To Whom It May Concern:

Please find below exceptions from Axon Enterprise, Inc. ("Axon" or "we") to the above-referenced Request for Proposal Sample Contract. Axon is open to further discussions regarding requested changes and reserves the right to negotiate the terms of the terms and conditions attached to the solicitation. Additional minor redlines with comments are attached to these exceptions. Any capitalized terms used but not defined in this letter shall have the meanings associated with such terms in the sample contract.

1. **Addition of Axon's Terms and Conditions:** Axon respectfully requests that its Master Services and Purchasing Agreement (MSPA) be incorporated as an exhibit into the final contract award. Axon agrees to negotiate with the City of La Marque ("City") on these terms and conditions. Enclosed herewith please find attached a draft of this agreement for the City's review.
2. **Warranty Requirements 3.2.6:** Axon respectfully requests that the start date of the warranty be changed to match Axon's language in the MSPA, in which warranty begins on the date of the customer's receipt of the goods.
3. **Indemnification – 3.10.1:** Axon requests that the language in the document be struck, and Axon's standard indemnification provision be inserted:

" Contractor will indemnify City's officers, directors, and employees ("City Indemnitees") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against a City Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Contractor under this Agreement, except to the extent of City's negligence or willful misconduct, or claims under workers compensation."
4. **Sample Contract:** Axon reserves the right to negotiate any terms and conditions in the contract if awarded, as it was not provided as an appendix with the invitation for bids document.

Sincerely,

Rhett Jones

Contracts Manager

Attachments: Axon MSPA
Axon Service Offerings Agreement (SLA)



Page 1 of 1



AXON MSPA



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5-year term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.



Master Services and Purchasing Agreement

- 7.2 **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
- 7.3 **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1 If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4 **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("Spare Axon Devices"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5 **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.
- 7.5.2 Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.
- 7.6 **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7 **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8 **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.



Master Services and Purchasing Agreement

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("SOW"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("Axon Products") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.
15. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or an end user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

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Release Date: August 2, 2024

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Master Services and Purchasing Agreement

18. **General.**
- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy, childbirth, breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

CUSTOMER:

Axon Enterprise, Inc.

Signed by:
Signature: Robert E. Driscoll Jr.
Name: Robert E. Driscoll Jr.
Title: Deputy General Counsel
Date: 4/11/2025 | 12:12 PM MST

Signature: _____
Name: _____
Title: _____
Date: _____



Master Services and Purchasing Agreement

Axon Cloud Services Terms of Use Appendix

1. **Definitions.**
 - a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
 - b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
 - c. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
 - d. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
 - e. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.
3. **Customer Owns Customer Content.** Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.
 - a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
 - b. To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.



Master Services and Purchasing Agreement

6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
9. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence end user or Customer is prohibited from storing data for other customers or law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
10. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
11. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
12. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.
13. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
14. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.
15. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**
16. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.
17. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.



Master Services and Purchasing Agreement

- c. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**").
 - d. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - e. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.
 - f. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
18. **Axon Cloud Services Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- g. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - h. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - i. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - j. use Axon Cloud Services as a service bureau, or as part of a Customer infrastructure as a service;
 - k. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - l. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - m. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - n. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
19. **Draft One.** Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.
20. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
21. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
22. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud



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Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

23. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.



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Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "ACEIP Content"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("Privacy Preserving Technique(s)"). For illustrative purposes, some examples are described in footnote ¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("New Use Case").
 - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Version: 22
Release Date: August 2, 2024

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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote:

1. Definitions.

- 1.1. "API Client" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. "API Interface" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. "Axon Evidence Partner API, API or Axon API" (collectively "API Service") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. "Use" means any operation on Customer's data enabled by the supported API functionality.

2. Purpose and License

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. Configuration. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. Customer Responsibilities. When using API Service, Customer and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. API Content. All content related to API Service, other than Customer Content or Customer's API Client content, is



Master Services and Purchasing Agreement

considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content**. Neither Customer nor its end users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



Master Services and Purchasing Agreement

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

CAPTURE TRUTH
ACCELERATE JUSTICE
PROTECT LIFE



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-620858-45754.871BH

Issued: 04/07/2025

Quote Expiration: 04/11/2025

Estimated Contract Start Date: 07/01/2025

Account Number: 121452

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
La Marque Police Dept. - TX 431 Bayou Rd La Marque, TX 77568-4147 USA	La Marque Police Dept. - TX 431 Bayou Rd La Marque TX 77568-4147 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brandon Jones Phone: (480) 569-7841 Email: brjones@axon.com Fax:	City Clerk Phone: (409) 938-9259 Email: bids@cityoflamarque.org Fax:

Quote Summary

Program Length	36 Months
TOTAL COST	\$29,458.40
ESTIMATED TOTAL W/ TAX	\$29,458.40

Discount Summary

Average Savings Per Year	\$0.00
TOTAL SAVINGS	\$0.00

Payment Summary

Date	Subtotal	Tax	Total
Jun 2025	\$29,458.40	\$0.00	\$29,458.40
Total	\$29,458.40	\$0.00	\$29,458.40

Quote Unbundled Price:	\$29,458.40
Quote List Price:	\$29,458.40
Quote Subtotal:	\$29,458.40

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
101212	AXON AIR - SKYDIO SPARE PROPELLERS FOR X10	1			\$129.00	\$129.00	\$129.00	\$0.00	\$129.00
101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	1			\$265.00	\$265.00	\$265.00	\$0.00	\$265.00
101235	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5GHZ CELL IR NA VT300Z	1			\$16,464.40	\$16,464.40	\$16,464.40	\$0.00	\$16,464.40
A la Carte Software									
101231	AXON AIR - SKYDIO 3D SCAN FOR X10	1	36		\$350.00	\$350.00	\$12,600.00	\$0.00	\$12,600.00
Total							\$29,458.40	\$0.00	\$29,458.40

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	101212	AXON AIR - SKYDIO SPARE PROPELLERS FOR X10	1	1	06/01/2025
A la Carte	101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	1	1	06/01/2025
A la Carte	101235	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5GHZ CELL IR NA VT300Z	1	1	06/01/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101231	AXON AIR - SKYDIO 3D SCAN FOR X10	1	07/01/2025	06/30/2028

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	431 Bayou Rd	La Marque	TX	77568-4147	USA

Payment Details

Jun 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront	101212	AXON AIR - SKYDIO SPARE PROPELLERS FOR X10	1	\$129.00	\$0.00	\$129.00
Upfront	101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	1	\$265.00	\$0.00	\$265.00
Upfront	101231	AXON AIR - SKYDIO 3D SCAN FOR X10	1	\$12,600.00	\$0.00	\$12,600.00
Upfront	101235	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5GHZ CELL IR NA VT300Z	1	\$16,464.40	\$0.00	\$16,464.40
Total				\$29,458.40	\$0.00	\$29,458.40

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Signature

Date Signed

4/7/2025

Robert E. Driscoll Jr.

Deputy General Counsel

4/11/2025 | 12:12 PM MST



City of La Marque

1111 Bayou Road, La Marque, Texas 77568

INVITATION FOR BIDS (IFB) COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

City of La Marque

under the

FY24 SB224 Catalytic Converter Grant

Motor Vehicle Crime Prevention Authority (MVCPA)

by the State of Texas



**SB224 Catalytic Converter Grant
Motor Vehicle Crime Prevention Authority (MVCPA)**

Invitation for Bids (IFB)

October 1, 2024

Re: Invitation for Bids (IFB) for a Law Enforcement Drone funded with SB224 Catalytic Converter Grant issued through the Motor Vehicle Crime Prevention Authority (MVCPA) Grant.

Dear Vendor:

The City of La Marque, hereinafter called "Entity", has received an allocation of SB224 Catalytic Converter Grant funds, and is issuing an Invitation for Bids (IFB) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of grant funds.

The Sole Point of Contact for this solicitation may provide information regarding this IFB. Refer to the **Schedule of Events and Selection Summary** in Section 1 of this document for response details.

Respondent is responsible for ensuring that their IFB response is received in a timely manner and that it contains all elements of the IFB, including all required forms and any addendums issued. Respondent should complete the Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist contained in Attachment A and all other requirements identified in the IFB. IFB responses received after the deadline will not be opened and therefore not evaluated or considered for award, regardless of whether or not the delay was outside the control of the submitting provider. City of La Marque reserves the right to negotiate with providers submitting timely responses in accordance with state and federal procurement requirements, to reject any and all bids, and to select multiple respondents if it deems it's in the best interest of the Entity and/or desires to do so.

The Entity is an Affirmative Action/Equal Opportunity Employer. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit bids.

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INVITATION FOR BID – GENERAL INFORMATION

SECTION 1 – SCHEDULE OF EVENTS AND SELECTION SUMMARY

1.1 SCHEDULE OF EVENTS – ALL DATES ARE TENTATIVE

- 1.1.1 The Entity reserves the right to change dates at any time. At the sole discretion of the Entity, events listed in Section 1 are subject to scheduling changes and cancellation. The Entity will make public any changes to the stated schedule.
- 1.1.2 All requests, questions, or other communication about this solicitation shall be made in writing and addressed to the Entity's Sole Point of Contact listed in Section 1. Only the Sole Point of Contact may be contacted regarding required elements for this IFB.
- 1.1.3 Respondent must review all documents and information in the *Exhibits* section and complete the required documents in the *Attachments* section and return with the signed bid sheet to the Entity's Sole Point of Contact.

SCHEDULE OF EVENTS + RESPONSE REQUIREMENTS

SCHEDULE OF EVENTS	
RFP NOTICE DATE:	October 1, 2024
VENDOR QUESTIONS DUE:	October 15, 2024, 5:00 PM CST
QUESTIONS ANSWERED BY:	October 22, 2024, 5:00 PM CST
PRE-PROPOSAL CONFERENCE: The Entity shall reject responses submitted by firms that do not attend the mandatory pre-proposal conference.	October 10, 2024 http://cityoflamarque.org/bidszoom
SITE VISIT: The Entity shall reject responses submitted by firms that do not attend the mandatory site visit.	If needed, will be scheduled.
PROPOSAL DUE DATE:	October 31, 2024, 10:00 AM CST
ESTIMATED AWARD DATE:	November 18, 2024, 6:00 PM CST
RESPONSE REQUIREMENTS	
QUESTIONS & ANSWERS ONLY – SOLE POINT OF CONTACT	

The Entity will allow written questions and requests for clarification of this solicitation. Questions must be submitted by email to the Sole Point of Contact listed below. Respondents' names will be removed from questions in any responses released.	
SOLE POINT OF CONTACT NAME:	City Clerk
ADDRESS:	1111 Bayou Road La Marque, TX 77568
EMAIL:	bids@cityoflamarque.org
PHONE:	409-938-9259
DELIVERY OF RESPONSE PROPOSAL – POINT OF CONTACT	
For digital delivery , the Subject Line should include Respondent's Name, RFP number, and time/due date of RFP and completed response and all attachments uploaded to the following point of contact:	
NAME:	-
TITLE:	City Clerk
DELIVERY POINT:	Bidsubmit.cityoflamarque.org
If mailed or hand-delivered , sealed proposals (an original and 3 copies) should be submitted on the original forms provided. Each response must be sealed and should be placed in a properly identified envelope with Respondent's Name, RFP number, and time/due date of RFP.	
For mail or hand-delivery , deliver response and all attachments to:	
NAME:	-
TITLE:	City Clerk
ADDRESS:	1111 Bayou Road LaMarque, TX 77568

1.2 SELECTION OF RESPONDENT(S)

- 1.2.1 The Entity intends to select Respondent(s) that best meet the needs of the Entity and that provide the best overall value. The Entity reserves the right to award multiple contracts from the finalist pool of successful Respondent(s). Respondents will be rated and ranked according to the evaluation criteria set forth below.
- 1.2.2 The Entity reserves the right to check references on any projects performed by the Respondent, whether provided by the Respondent or known by the Entity.
- 1.2.3 The Entity is not required to accept the lowest cost proposal.
- 1.2.4 See SECTION 4 – EVALUATION CRITERIA, for additional information on how Respondents will be evaluated and selected.

SECTION 2 – INTRODUCTION AND GENERAL CONDITIONS

2.1 GENERAL DESCRIPTION OF THE SCOPE OF WORK (SOW) – SEE SECTION 3 AND EXHIBIT A FOR SOW DETAILS

The Entity has received an allocation of SB224 Catalytic Converter Grant funds and is issuing an Invitation for Bids (IFB) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of grant funds.

This solicitation includes purchase of:

2.1.1 **General Description:** Purchase of One Law Enforcement Drone

2.1.2 The scope of work includes all labor, materials, goods and/or services necessary to provide the purchased items, including any installation specified in **Exhibit A**. The respondent shall submit a written copy of all warranty information prior to final acceptance by Entity.

2.1.3 **REFERENCED BRAND EXAMPLE:** Catalogs, brand names or manufacturer's references are descriptive only and indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing other than the referenced brands/model number, Respondent must show manufacturer, brand or trade name, product number and provide complete descriptive information of product offered and include with response. Failure to take exception to specifications or reference data will require Respondent to furnish specified brand names, numbers, etc.

2.2 CONSIDERATION OF AWARD

To be considered for award, Respondents must adhere to the requirements, when applicable to Vendors, as set forth in **Exhibit B**, the SB224 Catalytic Converter Grant Required Provisions, and provide all other required information and documentation as set forth in this solicitation.

2.3 CONTRACT AWARD

The Entity may award a Firm Fixed Price Contract. A Respondent's proposal must be responsive to this solicitation and include all required documents as instructed in the solicitation and listed in the *Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist* (**Attachment A**).

2.4 TERM OF PURCHASE CONTRACT

The Contract or Purchase Order shall be effective upon date of execution (signed by the Entity designee), shall contain terms and conditions for the purchase, including delivery date and delivery location, and shall expire upon delivery and final acceptance by the Entity. A sample contract is available for review at **Appendix I**.

2.5 BID ACCEPTANCE

2.5.1 Proposals must be received, time stamped or otherwise acknowledged before the specified hour and date. Late submittals WILL NOT be considered under any circumstances. The Entity will not be held responsible for any solicitation response that is mishandled prior to receipt by the Entity. The Entity will not be responsible for any technical issues that result in late delivery, inappropriately identified

documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the respondent's response.

- 2.5.2 The Entity reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By submitting a response, the Respondent acknowledges and will adhere to all specifications as stated within this procurement packet.
- 2.5.3 Bids CANNOT be altered or amended after the due date. Any alterations made before the due time must be initialed by Respondent or authorized agent. No response may be withdrawn after due date without approval and based on a written acceptable reason.
- 2.5.4 The Entity reserves the right to revise or amend the specifications prior to the due date. Such revisions or amendments, if any, will be announced by amendments or addendums to these specifications. Copies of such amendments or addendums so issued will be posted to the Entity's bidding websites. If Respondent demonstrates just reason for a change, the Entity must have at least five (5) working days' notice prior to submission due date.
- 2.5.5 In the event that Respondent finds discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Respondent should at once notify the Entity Sole Point of Contact and obtain clarification prior to submitting a response.
- 2.5.6 All Respondents must meet or exceed the minimum specifications to be considered a valid response. The Entity reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract either to the lowest responsible Respondent or to the Respondent who provides goods or services at the best value for the Entity.
- 2.5.7 The Respondent agrees to protect the Entity from claims involving infringement of patents or copyrights.

PROPRIETARY OR CONFIDENTIAL INFORMATION; TEXAS PUBLIC INFORMATION ACT: Any proprietary, trade secret, or otherwise confidential information Respondent includes in its Proposal must be clearly labeled as proprietary or confidential information, and Respondent must identify the specific exception to disclosure in the Public Information Act (PIA). Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA.

Information, documentation, and other material in connection with this Response or any resulting Contract may be subject to public disclosure under the Texas PIA, Chapter 552 of the Texas Gov't Code.

- 2.5.8 There is no guarantee a contract will be awarded. The Entity reserves the right to cancel this IFB at any time.
- 2.5.9 All proposals become public documents and are subject to public review (upon request and as allowed by law). The submission of an IFB response will constitute representation by the Respondent that it understands and has complied with the requirements of the IFB. Submission of a response indicates the IFB information provided was sufficient in scope and detail to convey understanding of anticipated terms and conditions for performance of the work.
- 2.5.10 IFB Respondents assume all costs of preparation of the proposal. IFB responses become the property of the Entity.

2.6 PROHIBITED COMMUNICATION

On issuance of this solicitation, except for the written inquiries described in Section 2.6 above, the Entity, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential respondent. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation. Failure to comply with these requirements may result in disqualification of respondent's solicitation response.

2.7 TERMINATION CONDITIONS

See Contract at **Appendix I** for Termination Conditions.

2.7.1 FAILURE TO ENTER INTO A CONTRACT

Should the Selected Respondent ("Vendor"), to whom the contract is awarded, fail to enter into a contract within twenty-one (21) business days, the Entity may then, at its option, retain the Vendor's bid deposit/bond (if required) and accept the bid of the next lowest responsible bidder.

SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 MINIMUM REQUIREMENTS

- 3.1.1 The selected Vendor shall have no convictions or civil judgments preceding nor thereafter this solicitation rendered against Respondent for 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; 2) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3.1.2 The selected Vendor shall not ever have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 3.1.3 Where applicable, Vendor's staff must meet and maintain current certifications and or licensure requirements as mandated by state law or the appropriate licensing authority.
- 3.1.4 Vendor must not be debarred at the time of response submission, and prior to award of a contract, the System for Award Management (SAM.gov) and the Texas Comptroller's website will be checked to ensure Vendor is not debarred. If the Vendor is debarred, the Vendor's proposal will not be evaluated.

3.2 SCOPE OF SERVICES Construct

- 3.2.1 **The required products or services shall be provided in accordance with attached Exhibits:**
 - **Exhibit A:** Project Scope of Work
 - **Exhibit B:** Grant Required Provisions
 - **Exhibit C:** Other Relevant Information

- 3.2.2 **Work Orders**

During the term of any contract awarded, the Entity may request the Vendor to perform certain tasks as described in the scope, subject to a specific work order authorization. All work authorizations shall be in writing, signed by all parties, and shall include a scope of services, a list of tasks to be performed, a time schedule, a list of deliverables and such other information or special conditions as may be necessary for the work requested.

- 3.2.3 **Condition of Product:** New Equipment ONLY; NO re-manufactured or “gray market” items. All items must be covered by the manufacturer’s warranty. The unit(s) shall be made ready for continuous operation upon delivery. Respondent is cautioned that any unit delivered to the FOB point that does not meet specifications in every aspect will not be accepted.
- 3.2.4 **All Parts:** All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the vendor. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.
- 3.2.5 **Manuals:** Manuals containing illustrated parts list and operating and service instructions for the units shall be delivered with units. Manuals shall outline all necessary service and operating instructions for the units delivered and provide necessary warning and safety precautions.
- 3.2.6 **Warranty Requirements:** The units shall be warranted against defects in material and workmanship for a standard manufacturer’s warranty and shall cover 100% parts and labor for the units. Vendor shall furnish warranty and a list of warrantied repair companies to the Entity at time of delivery. The warranty begins on the date the units are determined to meet specifications and accepted by the Entity.

3.3 DELIVERY AND ACCEPTANCE

- 3.3.1 **Freight Charges:** Shipping shall be FOB destination; therefore, unit prices must include all shipping, handling, fuel surcharges, and delivery fees.
- 3.3.2 **Delivery Schedule:** Recommended delivery not to exceed sixty (60) calendar days from date of award; delivery terms may be a factor in determining award. Respondent must contact the Entity point of contact to schedule delivery date and time. Respondent shall provide a minimum forty-eight (48) hours’ notice prior to delivery.

3.4 DELIVERY CONTACT(S): Respondent shall contact the Entity for delivery a minimum of one (1) week in advance to coordinate delivery.

Delivery Contact Name:	City Clerk
Phone:	409-938-9259
Email:	bids@cityoflamarque.org

3.5 REGISTRATION AND TITLING (when applicable): Permanent registration and titling will be performed by the Entity. **DO NOT REGISTER ITEM.** Respondent shall supply, as applicable, dealer’s tag for item for sixty (60) days from date of delivery. The original Certificate of Origin (COO) or Manufacturer’s

Statement of Origin (MSO) as well as the most current version of TXDMV Form 130U or Application for Texas Title with signature shall be submitted with an invoice to the Entity.

3.6 DELIVERY DELAYS: If delay is foreseen, Respondent shall give written notice to the Entity and must keep the Entity advised of status of order at all times. Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Entity to cancel contract/Purchase Order.

3.7 COMPLIANT PRODUCTS: Delivery does not occur until the Respondent delivers products, materials, or services in full compliance with the specifications to Entity's FOB destination, unless delivery is specifically accepted, in whole or in part, by the Entity. Providing products, materials, or services which do not meet all specification requirements does not constitute delivery. Entity reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made. **NO SUBSTITUTIONS PERMITTED WITHOUT WRITTEN APPROVAL OF THE ENTITY.**

3.8 ACCEPTANCE: All equipment ordered will be subject to acceptance inspection and performance testing upon receipt. Acceptance inspection and performance testing will not take more than five (5) working days, weather permitting. Respondent will be notified within this time frame of any units not delivered in full compliance with the purchase order specifications. In the event the goods tested fail to meet or exceed all conditions and requirements of the solicitation and Contract, the goods will be rejected in whole or in part, at the State's Entity's option, and returned to the Vendor or held for disposition at the Vendor's expense. Latent defects may result in cancellation of the Contract at no expense to the Entity.

3.9 RECORD KEEPING

3.9.1 Respondents shall provide, enter, or upload all documentation, communications, and records including all permits, certifications, warranties, and approvals regarding all provided services/products as instructed by the Entity.

3.9.2 Respondents shall maintain records of all events that affect, or may be expected to affect the quality, scope, or progress of the services. All records shall be retained for a period of **five (5) years** following the closeout of the Entity's federal grant.

3.9.3 Insurance

3.9.3.1 If applicable, an original, certified copy of an Insurance Certificate listing the Entity as additional insured, must be submitted with the Respondent's submittal (**see Attachment E for requirements**). The successful Respondent will be required to maintain at all times during performance of the Contract, the insurance detailed below.

3.9.3.2 Workers' Compensation Insurance

3.9.3.3 Employers' Liability Insurance

3.9.3.4 Comprehensive General Liability Insurance

3.9.3.5 Excess Liability Insurance, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance

3.10 TERMS AND CONDITIONS

- 3.10.1 **Indemnity Clause** – The Respondent agrees to indemnify and save harmless the Entity and its officers, agents, and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Respondent under this contract, and including acts or omissions of the Entity or its officers, agents, or employees in connection with said contract.
- 3.10.2 **Equal Opportunity Employer** – The successful Respondent shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.
- 3.10.3 **Assignment** – The successful Respondent may not assign, sell, or otherwise transfer this contract without prior written consent of the Entity.
- 3.10.4 **Compliance with Laws** – The Respondent agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.
- 3.10.4.1 Additionally, all applicable local government codes for the State of Texas also apply to this contract. All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances, and regulations. Respondent shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Respondent shall comply with all federal and state laws and Entity's ordinances and codes applicable to the Respondent's operation under this contract. These specifications and the contract resulting here shall be fully governed by the laws of the State of Texas and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.
- 3.10.5 **Silence of Specifications** – The apparent silence of specifications as to any detail, or the apparent omission from it or a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement. The Respondent should request clarification from the Entity as specified in this document.

SECTION 4 – EVALUATION CRITERIA

4.1 RESPONSIVENESS OF QUALIFICATIONS SUBMISSION:

Pass/Fail

Qualifications submission shall be responsive to all material requirements that shall enable the evaluation committee to evaluate responses in accordance with the evaluation criteria to make a recommendation to Officials of the Entity.

4.2 FINANCIAL STABILITY OF RESPONDENT:

Pass/Fail

Financial stability of the Respondent to successfully undertake the project and the ability to ensure performance over the duration of the contract.

4.3 TECHNICAL REQUIREMENTS:

100 Points Total

Extent to which the provided service or products meets the needs of the Entity, including, but not limited to, the criteria in the evaluation matrix and in the submission requirements section and as expressed in this document.

4.4 EVALUATION CRITERIA AND RATING SHEET:

Solicitation responses shall be evaluated in accordance with Part 200 of the Uniform Administrative Requirements, Cost Principles, Audit Requirement, and Chapter 2269 of the Texas Government Code. The Entity will make the selection on the basis of demonstrated competence and qualifications; and to a Respondent that provides a fair and reasonable price.

The Entity evaluates the responses, prepares a Bid Tabulation sheet, determines the award on the basis of fair and reasonable pricing considered to be the Best Value to the Entity.

Only responses submitted in compliance with the **Schedule of Events + Response Requirements** section and meeting qualifications will be considered. Failure to submit the required information may be cause for rejection of the bid response. The Entity reserves the right to waive informalities and minor irregularities in bids received.

Initial Compliance Screening

The Entity will perform an initial screening of all solicitation responses received. Unsigned solicitation responses, and solicitation responses that do not meet the minimum qualifications above and/or do not include all required forms and information may be subject to rejection without further evaluation.

Additional Evaluation Criteria

All solicitations will be evaluated based on Responsiveness and Price. Responsiveness means adhering to the Terms and Conditions and specifications of the supplies requested. If Respondent(s) who has the lowest price is deemed to be non-responsive, Entity will disqualify the offer and evaluate the response of the next lowest priced responsive Respondent.

Evaluation Process: The Entity's Evaluator(s) completes a Rating Sheet using the criteria described below. The bid submitted must be a firm-fixed price.

Rating Sheet

EVALUATION CRITERIA	SCORE
Responsiveness of Proposal	Pass/Fail
Financial Stability	Pass/Fail
Understanding of Work; Experience and Qualifications	20
Capacity to Perform, Delivery/Service Schedule, and References	20
Pricing	60

TOTAL SCORE	100
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SECTION 5 – RESPONSE SUBMISSION REQUIREMENTS

This section details the requirements for submitting all required information. Respondents are advised to see Schedule of Events + Response Requirements on Page 4 of this document, and to carefully review all the requirements and submit all documents and information as indicated in this IFB. Additional information may be requested for clarification. Incomplete responses may lead to a submission being deemed nonresponsive and will not be considered.

To ensure some degree of uniformity in the submission, please follow the outline listed below.

5.1 STATEMENT OF INTEREST

The statement of interest should be limited to a maximum of two (2) pages and must include a brief introduction of the company, a statement of the Respondent's understanding of the work to be performed and that the company meets and will comply with the requirements set forth in this document.

5.2 EXPERIENCE AND RELEVANT QUALIFICATIONS

Respondent shall demonstrate related professional qualifications, experience, and knowledge similar to this scope of work. Response should include information similar in scope and size to the scope of work in this IFB. Limit to four (4) pages. Minimum submission shall address the following:

5.2.1 Experience – Respondents shall provide a concise narrative description of their firm's experience in services similar in size and scope to the requested scope of services. Describe any work performed in or for the Entity. Respondents shall provide descriptions of at least three (3) projects of similar size and scope to this Program. Projects should include project location, duration and project description and scope of work the Respondent performed.

5.2.2 Relevant Qualifications – Respondents must provide a brief summary to include total number and types of employees, skills, knowledge and abilities, company background history, and number of years in providing similar services as outlined in this document.

5.3 CAPACITY TO PERFORM

Respondent should state its firm commitment to provide goods or services within the prescribed delivery date and time.

5.3.1 Work Capacity: Respondent shall provide information to demonstrate capacity to perform requested work. Respondents shall provide a detailed typical schedule to show sequence of key work activities and the number of days to complete each task.

5.3.4 If applicable, **Bonding Capacity:** Respondent(s) shall provide proof of bonding capacity in a statement addressed to the Entity from a certified bonding company authorized to do business in the State of Texas. The letter must clearly state the amount of Firm's bonding capacity to be reserved for the Entity's projects. Firm shall carry a minimum bonding capacity of the project value upon execution of the Contract. The bond(s) must be made payable to the Entity. In your response,

please provide a statement regarding your ability to provide proof of bonding as directed in the Exhibits that follow.

5.4 FINANCIAL STABILITY

Respondent shall provide a statement that includes the following:

- 5.4.1 A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract; and
- 5.4.2 Other financial information sufficient for the Entity, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.

5.5 LEGAL ACTIONS

Provide a list of all pending litigation and include a brief description of the reason for legal action (if applicable).

5.6 PRICING

- 5.6.1 Respondents shall complete and submit the Pricing Sheet (see **Attachment B**).
- 5.6.2 Prices for all goods and/or services shall be all inclusive. Pricing offered shall be valid for ninety (90) days from response due date.
- 5.6.3 The Entity is exempt from taxes. DO NOT INCLUDE TAX IN YOUR PRICING SUBMITTAL.
- 5.6.4 Estimated Quantities – Quantities indicated are estimated based upon the best available information. The Entity reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

LIST OF EXHIBITS

EXHIBIT A PROJECT SCOPE OF WORK

EXHIBIT B REQUIRED CONTRACT PROVISIONS

EXHIBIT C OTHER RELEVANT INFORMATION/SPECIAL
CONDITIONS

EXHIBIT A – PROJECT SCOPE OF WORK

The City of La Marque is considering the purchase of one unmanned aircraft (drone) for should be capable of achieving sustained minimum flight times of 30 – 50 minutes, able to video record, and support thermal cameras, lighting, etc. The drone should be capable of remote landing, autonomous flight, quick deployment, obstacle avoidance, water resistant, and tether compatible. The drone should be capable of cellular connection, multiband connectivity, and remote connectivity through connected browsers. The drone should have the ability to model 3D images from captured data.

All prices must include all shipping, handling, fuel surcharges, and delivery fees.

Item	Description	Quantity	Unit of Measure
1	UAV Drone	1	1
2	Spare Propellers	1	1
3	UAV Charger	1	1
4	IR Filter	1	1
5	Spotlight	1	1
6	Battery	2	1
7	3D Scan Software	3 years	1
8	UAV Drone Warranty	3 Years	1
9	UAV Cellular Service	3 Years	1
10	UAV Training – Online or in-person	1 years	1
11	DELIVERY LOCATION:	431 Bayou Road, La Marque, Texas 77568	
12	DELIVERY SCHEDULE:	60 Calendar Days	

EXHIBIT B – GRANT REQUIRED PROVISIONS

CFR 200.327 Contract provisions. The Non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The Non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, as applicable.

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	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 U.S.C. 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.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must 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." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipient agency in the discharge of the agency's primary responsibility for securing compliance. The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.		
>\$10,000,000 for Grant but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 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, contractors must be 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, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 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. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients

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	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 U.S.C. 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.		
None	Rights to Inventions Made Under a Contract or Agreement. If the 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 of 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.	2 CFR 200 APPENDIX II (F)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 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 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$25,000	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 governmentwide 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 1986 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.	2 CFR 200 APPENDIX II (H)	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors 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 U.S.C. 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.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303	Contractor RFP/IFB Contractor RFQ Subrecipients

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	See 2 CFR §200.323 - Procurement of Recovered Materials. Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 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. To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows. i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the “Solid Waste Disposal Act.”	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

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	owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (a) As appropriate and to the extent consistent with law, the Non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women’s business enterprises, and labor surplus area firms. (a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

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	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.		
>\$10,000	An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to Grant shall be maintained for 5 years per the Grant terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to Grant shall be maintained for 5 years per the Grant terms, conditions, and regulations. (b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to Grant shall be maintained for 5 years per the Grant terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to Grant shall be maintained for 5 years per the Grant terms and conditions and regulations. All records related to Grant shall be maintained for 5 years per the Grant terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

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	computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. All records related to Grant shall be maintained for 5 years per the Grant terms, conditions, and regulations. (2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. All records related to Grant shall be maintained for 5 years per the Grant terms, conditions, and regulations.		
None	The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term “foreign terrorist organization” in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company 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.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

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	to critical infrastructure in this state with a company: (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
None	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201	Contractor RFP/IFB Subrecipients
None	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.	Subrecipients
Grant Terms & Conditions			
Grant Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
Grant Terms, Conditions, & Records	2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
Grant Terms, Conditions, & Records	3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No.	Subrecipients

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		117-2; Section 602(b), 603(b) and/or 603(c) as applicable	
Grant Terms, Conditions, & Records	4. Maintenance of and Access to Records a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations. c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
Grant Terms, Conditions, & Records	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
Grant Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
Grant Terms, Conditions, & Records	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
Grant Terms, Conditions, & Records	8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
Grant Terms, Conditions, & Records	9. Compliance with Applicable Law and Regulations. a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. b. Federal regulations applicable to this award include, without limitation, the following: i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference. iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury’s implementing regulation at 31 CFR Part 19. v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.		
Grant Terms, Conditions, & Records	10. Remedial Actions. In the event of Recipient’s noncompliance with section 603 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 CFR § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
Grant Terms, Conditions, & Records	11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c)	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		as applicable	
Grant Terms, Conditions, & Records	12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
Grant Terms, Conditions, & Records	13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
Grant Terms, Conditions, & Records	14. Debts Owed the Federal Government. a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government. b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
Grant Terms, Conditions, & Records	15. Disclaimer. a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
Grant Terms, Conditions, & Records	16. Protections for Whistleblowers. a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. b. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant oversight or	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.		
Grant Terms, Conditions, & Records	17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
Grant Terms, Conditions, & Records	18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

EXHIBIT C – OTHER RELEVANT INFORMATION/SPECIAL CONDITIONS

Attach any relevant specifications, e.g., municipal/state code specifications, etc., that will be applicable to this purchase.

ATTACHMENTS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND INCLUDED IN THE RESPONSE PACKAGE:

1. ATTACHMENT A SIGNED SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGEMENT OF ADDENDA/SUBMISSION CHECKLIST
2. ATTACHMENT B PRICING SHEET
3. ATTACHMENT C SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH
4. ATTACHMENT D CUSTOMER/CLIENT REFERENCES
5. ATTACHMENT E CERTIFICATE OF INSURANCE (IF APPLICABLE)
6. ATTACHMENT F ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT (OPTIONAL)
8. ATTACHMENT G TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295)
9. ATTACHMENT H CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)
10. ATTACHMENT I DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL CERTIFICATION
11. ATTACHMENT J BIDDER'S CERTIFICATION
12. ATTACHMENT K NON-COLLUSION AFFIDAVIT

ATTACHMENT A:

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/SUBMISSION CHECKLIST

Title of Solicitation:	
Name of Respondent:	
Company:	
Mailing Address:	
City, State, Zip:	
Phone Number:	
Company Contact Email Address:	
Texas Vendor ID Number:	
EIN/Federal Tax Identification Number:	

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO.	DATE ISSUED

☐ Please check this box if no addenda were issued.

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

This checklist is provided for the Respondent's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the Respondent of the need to read and comply with the specifications. Your submittal of the documents attests to the fact that you have read and/or included the documents with your response.

SUBMISSION CHECKLIST

CHECK FOR COMPLETION	DOCUMENTS REQUIRED FOR SUBMISSION
☐	A. Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist
☐	B. Pricing Sheet
☐	C. System for Award Management (SAM.gov)
☐	D. Customer/Client References
☐	E. Certificate of Insurance
	F. Ethics and Conflict of Interest Acknowledgement (Optional)
N/A	G. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
☐	H. Conflict of Interest Questionnaire (Form CIQ)
☐	Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
☐	I. Disclosure of Lobbying Activities SF-LLL Certification (Required for all bids exceeding \$100,000)
☐	Please check this box if the bid does not exceed \$100,000.
☐	J. Bidder's Certification
☐	K. Non-Collusion Affidavit
☐	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	
AUTHORIZED SIGNATURE:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

ATTACHMENT B: PRICING SHEET

Respondent shall complete and submit the following pricing sheet with the bid response package. The Entity reserves the right to make an award on the basis of low bid in the interest of the Entity and to reject any and all bid items in the sole discretion of the Entity.

ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENSION
1	Entity should enter the description and quantity of the services/products as contained in the Scope of Work in Exhibit A			\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
TOTAL FIRM FIXED PRICE					\$
6	DELIVERY – Number of calendar days for delivery after receipt of the order:			XX calendar days	
Name of Firm:					
IFB #:					
IFB Name:					

AUTHORIZED AGENT – SIGNATURE AND CONTACT INFORMATION

The Respondent's authorized agent must sign this document to acknowledge they read this solicitation carefully and completely, and the information submitted is true and correct.

SIGNATURE OF AUTHORIZED AGENT:	
PRINTED NAME OF AUTHORIZED AGENT:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

ATTACHMENT C: SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH

This project is funded by Coronavirus State and Local Fiscal Recovery Funds which requires all contractors and vendors to be in good standing according to SAM.gov and the Texas State Comptroller's office.

Verification of SAM.gov Status

1. Respondent must not be suspended or debarred at the time of the proposal submittal. The proposal response package must include a completed Non-Debarment Certification Form located **on the next page** herein.
2. All Respondents must be pre-vetted for eligibility to perform the outlined Grant funded scope of work. A printed screenshot from the SAM.gov website verifies whether the Vendor is excluded from contract participation at the federal level.

Contract Award

The Grant Award Recipient must verify the SAM.gov status of the Respondent(s) selected for contract award prior to execution of the contract as stated in the Non-Debarment Certification Form. The final verification of the Respondent's SAM.gov status is completed prior to contract award, and in addition to the initial verification documentation provided with the proposal response submittal.

ATTACHMENT C: SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH (CONTINUED)

NON-DEBARMENT CERTIFICATION FORM

COMPANY/ENTITY LEGAL NAME:

STREET ADDRESS:

CITY:

STATE:

ZIP:

CONTACT NAME:

CONTACT EMAIL:

CONTACT PHONE:

*UEI #

**TIN #

*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. All entities must be pre-vetted for eligibility/ability to perform the outlined Grant funded scope of work and a record (PDF of SAM.gov screenshot) of SAM debarment clearance must be obtained prior to entering into any final contracts. **Beneficiary Entities are required to have UEI and/or TIN.

APPLICABLE REGULATIONS: As stated in the Grant/SLFRF Terms & Conditions: "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19."

Also, Federal Executive Order (E.O.) 12549: "Debarment" requires that contractors, beneficiaries or subrecipient organizations and their principals – who are receiving awards, using federal funds, are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify you from receiving or retaining funds. Information on debarment is available at the following website: www.sam.gov

Be advised that we may pursue available remedies per 2 CFR 180.360 as an Grant recipient entity: "If a federal agency later determines that you failed to tell the [awarding agency] that you were excluded or disqualified at the time you entered into the covered transaction with that person/awarding agency, the agency may pursue any available remedies, including suspension and debarment."

[INITIAL]

CERTIFICATION & SIGNATURE

We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.

We hereby confirm that if that status should change within the course of this agreement, we will provide notification immediately. Failure to do so may result in this agreement's termination and/or the repayment of funds.

Your signature certifies that the information provided on this form is correct and that neither you nor your principal(s) is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

SIGNATURE

PRINTED NAME & TITLE

DATE

FOR DEPARTMENT USE ONLY

SAM Debarment/Certification Record of Clearance

Yes [] No []

Note:

State of Texas Debarred Vendor List Cleared

Yes [] No []

Note:

Verified By:

Yes [] No []

Date:

ATTACHMENT D: CUSTOMER/CLIENT REFERENCES

Respondents shall use Attachment D to describe a minimum of three (3) and maximum of five (5) references for jobs, and corresponding references, completed within last five (5) years.

Respondent's Name: _____

The references shall illustrate recent experience successfully completing work of a similar nature and scope as the work described in this IFB. This form may be modified as needed to comply with the requirement to document company information. ***Failure to return this attachment (or a reasonable facsimile) may result in the proposal being considered non-responsive. Failure to provide references may result in the proposal being considered non-responsive.***

REFERENCE 1:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 2:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 3:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 4:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 5:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

ATTACHMENT E: CERTIFICATE OF INSURANCE
(PROPOSAL RESPONDER SUPPLIES INSURANCE WITH THE PROPOSAL PACKAGE)

INSURANCE REQUIREMENTS

If requested, the Respondent shall supply an original, certified copy of an insurance certificate listing **the Entity** as additional insured. The successful Respondent will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

- a. Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00.
- b. Employers' Liability Insurance protecting Responder against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.00.
- c. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$2,000,000.00 per each occurrence/aggregate; Property Damage \$1,000,000.00 per each occurrence;
- d. Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$_____ excess of specified limits.

ATTACHMENT F: ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT

Public servants are expected to conduct themselves impartially and in a manner that inspires public confidence, while ensuring that responsible contractors have fair and equal access to governmental procurement.

The City of XXX/XXX County is committed to protection of government integrity, while also facilitating the recruitment and retention of the skilled personnel necessary to support its operations. To achieve this objective, The City of XXX/XXX County has established standards of ethical conduct and conflict of interest policies and expects all vendors, contractors, and subrecipients to adhere to the same core principles as described below.

To achieve these standards, it is essential that those doing business with the City of XXX/XXX County also observe the ethical standards prescribed here.

I acknowledge that it is a breach of ethics to attempt to influence any public employee, elected official, or department head to violate the standards of ethical conduct set forth in this code.

I further acknowledge that it is a breach of ethics for any employee of City of XXX/XXX County or a vendor doing business with the City of XXX/XXX County to participate directly or indirectly in a procurement when the employee or vendor knows that:

- A. The employee or any member of the employee's immediate family or household has a substantial financial interest in a company responding to a City of XXX/XXX County procurement.
- B. A business or organization in which the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.

I understand that it is a breach of ethics to offer, give, or agree to give any employee of City of XXX/XXX County, or for any employee to solicit, demand, accept, or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or purchase request influencing the content of specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal therefore pending before City of XXX/XXX County.

I acknowledge that it is a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for City of XXX/XXX County as an inducement for the award of a contract or order.

I certify that I have read and understand the ethical standards set forth by City of XXX/XXX County and agree to comply with them in all business dealings with the City of XXX/XXX County.

SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE

COMPANY

PRINTED NAME, TITLE

DATE

(TO BE COMPLETED BY THE AWARDED VENDOR PRIOR TO CONTRACT EXECUTION)

Form provided by Texas Ethics Commission

ATTACHMENT H: CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY	
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity Date		

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ATTACHMENT I: DISCLOSURE OF LOBBYING ACTIVITIES
SF-LLL CERTIFICATION REGARDING LOBBYING
(TO BE SUBMITTED WITH EACH BID OR OFFER EXCEEDING \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language in paragraphs (a) and (b) of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____ (insert business name), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

SIGNATURE	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

DISCLOSURE OF LOBBYING ACTIVITIES – INSTRUCTIONS

Instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503. Approved by OMB 0348-0046. Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1.Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, <i>if known:</i> Name: Street Address: City, State, Zip: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Name: Street Address: City, State, Zip: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable:</i> _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Registrant Name (First, MI, Last): Street Address: City, State, Zip:	10b. Individuals Performing Services <i>(including address if different from No. 10a)</i> Name (First, MI, Last): Street Address: City, State, Zip:	
11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Name: _____ Title: _____ Telephone: _____ Date: _____		
Federal Use Only		Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

ATTACHMENT J: BIDDER'S CERTIFICATION

In accordance with Texas Government Code Sections 2252.001 through 2252.004 (relating to bids by nonresident contractors), the pertinent portion of the Act has been extracted and is as follows:

1. "Nonresident bidder" refers to a person who is not a resident.
2. "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

1. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
2. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that _____ (Company Name) is a

☐ **Resident bidder of Texas** as defined in Section 2252.001(4), Texas Government Code,

OR

☐ **Nonresident bidder** as defined in Section 2252.001(3), Texas Government Code, and our principal place of business is located at _____ (City and State).

Note: If the Respondent is an out-of-state company, a Certificate of Authority from the Secretary of State to do business in Texas must be provided.

SIGNATURE	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

ATTACHMENT K: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF _____ §

By the signature below, the signatory for the bidder certifies that neither he/she nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature: _____
Printed Name: _____
Title: _____
Company: _____
Date: _____

SUBSCRIBED and sworn to before me the undersigned authority by _____ on the _____ day of _____, 20_____ on behalf of said bidder.

Notary Public in and for the
State of Texas

My commission expires: _____

APPENDIX I – SAMPLE CONTRACT

Addendum 1
10/22/24
LM 24-19 Unmanned Aerial Vehicle

Is a Bid bond required?

No, a bid bond is not required

I missed the pre-bid conference. Does this disqualify me from submitting a proposal?

No. The City has waived the mandatory pre-bid attendance requirement.

Could the City please clarify if they will allow electronic submission via their bid submission portal, or if only mailed/hand delivered responses will be accepted?

You may submit your response either by mail or through an electronic upload; both methods are not required.

For digital delivery: the subject line of the email should include the Respondent's Name, RFP number, and the time/due date of the RFP. The completed response, along with all attachments, should be uploaded to the following point of contact:
Bidssubmit.cityoflamarque.org

If the response is mailed or hand-delivered, sealed proposals (an original and 3 copies) must be submitted on the original forms provided. Each response must be sealed and placed in a properly identified envelope, including the Respondent's Name, RFP number, and the time/due date of the RFP.

Mailed/hand-delivered submissions should be addressed to:

City Clerk

1111 Bayou Road

La Marque, TX 77568

Would the city forgo the IFB process and use a Sole-Source or DIR Procurement method?

No, the City of La Marque must follow a bid process to comply with federal procurement policy. Sole source procurement and DIR contracts are not permissible in this instance, as competitive bidding is required to ensure compliance with these federal guidelines.

Addendum 1
10/22/24
LM 24-19 Unmanned Aerial Vehicle

The drone should be capable of remote landing, autonomous flight, quick deployment, obstacle avoidance, water resistant, and tether compatible. Refers to ""tether compatible." To my knowledge no US made drone that satisfies the other characteristics of the request currently supports tether compatible. Is this a firm requirement?

This is a preferred feature, but not firm.

Does the requested need for a full featured 3D modeling software to be quoted?

Yes

Is the requester looking for the ability to fly the drone remotely via a computer?

No

Addendum 1
10/22/24
LM 24-19 Unmanned Aerial Vehicle

Addendum - 2
10/30/2024
IFB-24-19 Unmanned Aerial Vehicle

BIDS WILL BE OPENED AND READ ALOUD:

Thursday, October 31, 2024, at 11:00 AM 1109-B Bayou
Road La Marque, TX 77568

RATING SHEET – REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

Entity Name:	AXON
IFB Title or Number:	DRONE/UAV LM 24-19
Source of Funds:	American Rescue Plan Act (ARPA) (list others)
Evaluator's Name:	Forrest Gandy
Name of Respondent:	
Date of Rating:	11/4/2024

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

Pass/Fail Criteria

	Factor	Pass	Fail	Comments
1.	Responsiveness of Proposal	✓		
2.	Financial Stability	✓		
Must pass all above areas to proceed. If a Fail is marked, <u>stop here</u> .				

Total Score (A + B + C)

	Factor	Maximum Points	Score	Comments
A.	Understanding of Work, Experience, and Relevant Qualifications – Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services.	20	20	
B.	Capacity to Perform and Delivery/Service Schedule – Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.	20	15	
C.	Pricing – Prices for all goods and/or services shall be all inclusive and valid for 90 days.	60	60	
	TOTAL AVAILABLE POINTS	100	95	

INVITATION FOR BID (IFB) FOR A LAW ENFORCEMENT DRONE

CITY OF LA MARQUE

RFP Number: LM 24-19

Submitted By: Axon Enterprise, Inc.

Address: 17800 N 85th Street Scottsdale, AZ 85255

Phone: 800.978.2737

Fax: 480.991.0791

ORIGINAL



AXON ENTERPRISE, INC.
17800 NORTH 85TH STREET
SCOTTSDALE, AZ 85255



October 31, 2024

City Clerk
bids@cityoflamarque.org
City of La Marque
1111 Bayou Rd.
La Marque, TX 77568

DEAR:

Axon Enterprises, Inc (Axon Air) is pleased to submit the enclosed proposal for IFB LM 24-19 – Law Enforcement Drone.

Axon is a top-tier provider of law enforcement technology, and our primary goal is to advance the efforts of public safety through that technology.

Axon Air is pleased to offer the following to the State of Alabama:

- ▶ Axon Air – Skydio X10 Starter Kit
- ▶ Axon Air – Skydio X10 Spotlight
- ▶ Axon Air – Skydio Spare Propellers for X10
- ▶ Axon Air – Skydio 3D Scane for X10
- ▶ Axon Air Delivery

If you have any questions regarding our proposal, pricing, or products, please contact Senior Proposal Manager Madeline Wiggins by phone at 214.329.0388, or by email at mwiggins@axon.com. We look forward to working with the City to implement a comprehensive and seamless solution.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R. Driscoll, Jr.'.

Robert E. Driscoll, Jr.
Deputy General Counsel

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Our acceptance of this engagement is subject to completion of a formal agreement between both parties documenting the purchased products and services. Upon acceptance, the actual terms of our engagement will be documented in a separate writing to be signed by you and us. The information provided in this proposal is intended for informational purposes only and may not be copied, used, or modified, in whole or in part for any purpose other than evaluation or as otherwise stated in the solicitation documents without Axon's written approval. All information and stats in this proposal are current as of January 1, 2024, unless otherwise noted.



STATEMENT OF INTEREST

Axon Enterprise, Inc. (Axon) is a technology company that has been in operation since 1993 and is based in Scottsdale, Arizona. Over this time, Axon has remained focused on building and deploying reliable and secure hardware and software solutions—including —to help improve public safety.

With more than 19,000 clients around the world implementing our solutions, and approximately 3,330 employees dedicated to improving policing, Axon is confident our experience in the law enforcement industry, as well as our commitment to ongoing after-deployment support, can help the City meet the goals you have set forth for your program.

CURRENT SOLUTION USAGE RATES

The following stats show the current usage rate of our solutions by our customers both in the field and at the station. These stats include:

- ▶ **880,000+** cumulative users on Axon Evidence
- ▶ **295,000,000+** gigabytes of data stored in Axon Evidence
- ▶ **1,030,000+** registered TASER energy weapons
- ▶ **730,000+** registered Axon body-worn cameras
- ▶ **110,000+** registered Axon in-car cameras

UNDERSTANDING LA MARQUE'S NEEDS

Our Skydio X10 drone system is designed to capture reliable aerial evidence wherever it's needed, streamline workflows, and save time—allowing your officers to focus on what matters most: serving the community. Skydio's mission is to empower law enforcement agencies like La Marque with advanced technology that enhances safety and operational efficiency for both officers and the public.

The proposed solution for the City of La Marque is a robust and adaptable drone program that complements the existing technology infrastructure. This solution not only addresses the City's immediate needs but also provides a future-ready platform for aerial surveillance and an end-to-end evidence management system tailored to law enforcement demands.

ADDRESSING LA MARQUE'S NEEDS

Axon has been the City of La Marque's technology partner for many years; and as such, we are uniquely suited to provide your agency with a drone solution for an already successful program.

CATEGORY	SOLUTION DETAILS
END-TO-END SOLUTION	▶ SEAMLESS INTEGRATION – Our Skydio X10 drone integrates seamlessly with other Axon technologies, enabling officers to operate drones alongside body-worn and in-car cameras, whether in the field or at the station. ▶ FULLY CONNECTED SOLUTION – Skydio's cutting-edge drone system, part of the Axon Air program, offers the City of La Marque a robust, integrated solution that has been deployed successfully at numerous agencies across the U.S. This proposed



CATEGORY	SOLUTION DETAILS
	solution will meet the City's specific operational needs and enhance both accountability and operational efficiency.
IMPLEMENTATION & SUPPORT	▶ CONTINUED SUPPORT – Skydio and Axon provide dedicated customer support 24/7 to ensure that your officers, regardless of shift, are fully supported. Our teams are ready to answer questions and resolve any issues as quickly as possible.

We are confident in our continued ability to support the City's officers and community with advanced law enforcement technology.

We've long made the priorities of law enforcement our own, and your challenges ours to solve. When you continue to partner with Axon, you're partnering with a team of product experts, security professionals, engineers, technology specialists, and former law enforcement personnel. We are dedicated to pushing the boundaries of technology and are committed to delivering on those efforts, to offer law enforcement the solutions needed to help make the world a safer place. By expanding your program to additional products and services within the Axon Ecosystem made up of connected devices and apps, the City can better position itself to protect fellow officers and the communities you serve.

Our mission to protect life and truth in the field, at the station, and in the courtroom is unwavering, and we are prepared to join forces with you, to keep your officers and community safe.



EXPERIENCE & RELEVANT QUALIFICATIONS

AXON'S EXPERIENCE WITH THE CITY OF LA MARQUE

Axon has partnered with the City of La Marque to provide law enforcement technology since 2015. La Marque recently purchased TASER 7 and Fleet 3 in-car camera systems. Our proposed addition of the 18 remaining Axon Fleet 3 camera systems will expand La Marque's existing solution providing a fully integrated digital evidence management program through Axon Evidence.

DRONE EXPERIENCE

When developing our Axon Air offering, we knew that partnering with industry-leading, innovative drone manufacturers was critical. Developing these partnerships allowed Axon Air to leverage the best-available UAS hardware from multiple providers to use alongside our Axon Evidence digital evidence management system (DEMS) to import, manage, and store aerial video and photos.

Axon Air allows customers to purchase their drone equipment directly from a trusted partner who has a team dedicated to their success, rather than a reseller who is unfamiliar with their specific challenges. Customers can also utilize Axon Evidence—a system they are already familiar with—to import, manage, and store drone video and photos. This centralizes drone-generated digital files that might otherwise remain siloed.

A DEDICATED TEAM OF EXPERTS

The Axon Air team are subject matter experts in the set-up, training, management, and maintenance of public safety drone programs. As part of your investment, they will conduct an initial set-up call to walk through your hardware, software, and other included components. In addition, you will have access to a customer success manager who can assist with any questions during the life of your program. Our team includes former law enforcement leaders in the drone program space who are ready to lend their expertise to the State of Alabama's program.

CONTINUING EDUCATION WITH AXON ACADEMY

Axon offers the State of Alabama robust training resources to supplement the use of our technologies. Axon Academy is an online learning management system containing a wide variety of instructional resources and product-specific training courses broken into short, single-topic videos and tutorials. Educational opportunities for new and existing users are accessible from Axon Academy, and administrators can assign training courses to specific users based on their role. To meet different learning styles, Axon Academy offers the State of Alabama a range of assets, including e-learning modules, simulations, workflow walkthroughs, and videos.

Please visit my.axon.com for more details.

OUR EXPERIENCE IN THE STATE

Axon provides hardware and software solutions to more than 1,000 clients throughout the state of Texas, including:



- ▶ Alvin Police Department
- ▶ Amarillo Police Department
- ▶ Arcola Police Department
- ▶ Austin Police Department
- ▶ Baytown Police Department
- ▶ Bexar County Sheriff's Office
- ▶ Dallas Police Department
- ▶ Danbury Police Department
- ▶ El Paso County Sheriff's Department
- ▶ Fort Bend County Sheriff's Office
- ▶ Fort Worth Police Department
- ▶ Harris County Sheriff's Office
- ▶ Houston Metro Transit Police
- ▶ Houston Police Department
- ▶ Humble Police Department
- ▶ Irving Police Department
- ▶ Kemah Police Department
- ▶ League City Police Department
- ▶ Morgans Point Police Department
- ▶ Port of Galveston Police Department
- ▶ San Antonio Police Department
- ▶ Sugarland Police Department
- ▶ Texas City Police Department
- ▶ Waco Police Department
- ▶ West University Police Department

THOUGHT LEADERSHIP

Axon is determined to continue improving our technologies over time and relies on our experienced administrators, engineers, technicians, and leadership team to provide articles documenting these pursuits. By visiting axon.com/company/news, the WMATA can stay apprised of current news and updates to the products you frequently use.

The following articles include information specific to our Axon Air program:

- ▶ [5 Steps for Starting a Public Safety Drone Program](#)
- ▶ [The Future of Public Safety Drone Operations is Now](#)
- ▶ [Axon Air: Partnering with Fotokite](#)
- ▶ [From Air To Aid: Jacob Furst and the Role of Drone Technology in Disaster Response](#)
- ▶ [Empowering Public Safety with Axon Air powered by DroneSense](#)
- ▶ [Webinar: Past, Present, and Future of Drones in Law Enforcement](#)

RELEVANT QUALIFICATIONS

The priorities and challenges of law enforcement have been at the core of Axon's mission, and our mission is simple: protect life. Founded in 1993, we first transformed law enforcement with our TASER energy weapons. Today, we continue to define smarter policing with our growing suite of technology solutions. Axon has been providing body-worn cameras to law enforcement for approximately twelve years and we are committed to developing the latest technologies to make the world a safer place.

Building on a history of innovation in policing, our hardware and software solutions are designed specifically for law enforcement. Axon is not just a collection of individual technologies; it is a cohesive ecosystem. Every product works together and was built by the same team of engineers who continue to support the product after launch.

/ EMPLOYEE COUNTS



As of January 2024, Axon employs approximately 3,330 full-time employees globally, including 2,690 domestic employees and 640 international employees.

THE AXON NETWORK

The Axon network of connected devices, apps, and people is changing the future of public safety. Every Axon product integrates seamlessly with one another and often complements the systems and processes you already use. Our connected solutions help keep you safe and efficient and enable greater transparency with the communities you serve.

Our technologies impact every aspect of an officer's day-to-day experience:

- ▶ **IN THE FIELD** – Our TASER energy weapons offer a less-lethal alternative to firearms and have helped save citizens and officers from death or serious bodily injury; our Axon body-worn and in-car cameras collect video evidence to capture the truth of an incident, and our mobile applications enable simple evidence collection and annotation.
- ▶ **AT THE STATION** – Our secure, cloud-based digital evidence management solution allows officers and command staff to manage, review, share, and process digital evidence using forensic, redaction, transcription, and other tools.
- ▶ **IN THE COURTROOM** – Our solutions for prosecutors make collaborating across jurisdictions and agencies easy so that cases can be resolved quickly.



CAPACITY TO PERFORM

A DEDICATED TEAM OF EXPERTS

The Axon Air team are subject matter experts in the set-up, training, management, and maintenance of public safety drone programs. As part of your investment, they will conduct an initial set-up call to walk through your hardware, software, and other included components. In addition, you will have access to a customer success manager who can assist with any questions during the life of your program. Our team includes former law enforcement leaders in the drone program space who are ready to lend their expertise to the Washington County Sheriff's Office's program.

SKYDIO TRAINING

Skydio BLENDED training - Self-paced online training course on the operation of Next Gen Aircraft, the Skydio Enterprise App, and Skydio software via the Skydio LMS, followed by one (1) day of in-person live flight training in the field. For up to four (4) students. Participants will receive a course completion certificate upon the successful completion of this training. Travel and lodging costs are included in this price.



BONDING CAPCITY



Liberty Mutual.
SURETY

October 22, 2024

City of La Marque
1111 Bayou Road
La Marque, TX 77568

**Re: Letter of Bondability for Axon Enterprise, Inc.
Invitation for Bids (IFB) for a Law Enforcement Drone**

To Whom It May Concern:

Axon Enterprise, Inc. is a highly regarded and valued client of Liberty Mutual Insurance Company. Accordingly, we would anticipate no difficulty in providing customary performance and payment bonds in the range of \$500,000 Single / \$1,000,000 Aggregate. Bonds for contracts in excess of the above amounts will be considered on a case-by-case basis.

Naturally, we would expect that the execution of any final bonds would be subject to a review of the final contract terms, conditions and financing by our client and ourselves. We assume no liability to you or any third party if for any reason we do not execute said bonds.

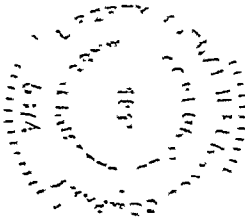
If we can provide any further assurances or assistance, please do not hesitate to call upon us.

Sincerely,

LIBERTY MUTUAL INSURANCE COMPANY

By:

Lisa A. Ward, Attorney-in-Fact for Liberty Mutual Insurance Company



175 Berkeley Street, Boston, MA 02116
(617) 357-9500



FINANCIAL STABILITY

Axon is a publicly traded company; all financial information is available at investor.axon.com. Axon's NASDAQ stock ticker symbol is AXON.

/ NET SALES

- ▶ Net sales were \$1.6 billion and \$1.2 billion for the years ended December 31, 2023, and 2022, respectively, an increase of \$373.5 million.
- ▶ Net sales were \$1.2 billion and \$863 million for the years ended December 31, 2022, and 2021, respectively, an increase of \$326.5 million.
- ▶ Net sales were \$863 million and \$681 million for the years ended December 31, 2021, and 2020, respectively, an increase of \$182 million.
- ▶ Net sales were \$681 million and \$530 million for the years ended December 31, 2020, and 2019, respectively, an increase of \$151 million.
- ▶ Net sales were \$530 million and \$420 million for the years ended December 31, 2019, and 2018, respectively, an increase of \$110 million.
- ▶ Net sales were \$420 million and \$343 million for the years ended December 31, 2018, and 2017, respectively, an increase of \$77 million.
- ▶ Net sales were \$343 million and \$268 million for the years ended December 31, 2017, and 2016, respectively, an increase of \$75 million.
- ▶ Net sales were \$268 million and \$197 million for the years ended December 31, 2016, and 2015, an increase of \$71 million.

/ NET INCOME

- ▶ We recorded net income of \$174.2 million for the year ended December 31, 2023, compared to a net income of \$147.1 million in 2022. Net income per basic share was \$2.35 while diluted net income per share was \$2.31, compared to net income per basic share of \$2.07 and diluted net income per share of \$2.03 for 2022.
- ▶ We recorded net income of \$147.1 million for the year ended December 31, 2022, compared to a net loss of \$60.0 million in 2021. Net income per basic share was \$2.07 while diluted net income per share was \$2.03, compared to net loss per basic and diluted net loss per share of \$0.91 for 2021.
- ▶ We recorded net income of \$60.0 million for the year ended December 31, 2021, compared to net income of \$1.7 million in 2020. Net loss per basic and diluted share was \$0.19 for 2021, compared to net income per basic and diluted share of \$0.03 for 2020.
- ▶ We recorded net income of \$1.7 million for the year ended December 31, 2020, compared to net income of \$0.9 million in 2019. Net loss per basic and diluted share was \$0.03 for 2020, compared to net income per basic and diluted share of \$0.01 for 2019.
- ▶ We recorded net income of \$28.3 million to \$0.9 million for the year ended December 31, 2019, compared to \$29.2 million in 2018. Net income per basic and diluted share was \$0.01, respectively, for 2019 compared to \$0.52 and \$0.50 per basic and diluted share for 2018.
- ▶ We recorded net income of \$24.0 million to \$29.2 million for the year ended December 31, 2018, compared to \$5.2 million in 2017. Net income per basic and diluted share was, respectively, for 2018 compared to \$0.10 per basic and diluted share for 2017.



- ▶ We recorded net income of \$12.1 million to \$5.2 million for the year ended December 31, 2017, compared to \$17.3 million in 2016. Net income per basic and diluted share was \$0.10 for 2017 compared to \$0.33 and \$0.32 per basic and diluted share, respectively, for 2016.
- ▶ We recorded net income of \$2.6 million to \$17.3 million for the year ended December 31, 2016, compared to \$19.9 million in 2015. Net income per basic and diluted share was \$0.33 and \$0.32 for 2016, respectively, compared to \$0.37 and \$0.36 per basic and diluted share for 2015.



LEGAL ACTIONS

As a manufacturer of weapons and other law enforcement tools used in high-risk field environments, the company is often the subject of products liability litigation on the TASER weapons side of its business. These lawsuits are brought by individuals alleging either wrongful death or personal injury in connection with arrests or training. Only one such case is currently pending in Orleans Parish Civil District Court, LA (No. 18-10268).

In January 2020, the FTC filed an administrative enforcement action regarding Axon's May 2018 acquisition of failing BWC competitor Viewu. In October 2023, the FTC dismissed its complaint without consent degree or condition. Two purported antitrust suits based largely on the FTC's unproven allegations are now pending in the District of New Jersey (Case No. 3:23-cv-7182) and District of Arizona (Case No. 2:24-cv-01869-SMB). Axon denies the allegations and is vigorously defending these actions.

In September 2024 Airspace Systems, Inc. asserted patent infringement claims against Dedrone Holdings, Inc. in the Eastern District of Virginia (No. 1:24-cv-01625). On October 1, 2024, Axon acquired Dedrone and has assumed defense of the case. Dedrone denies infringement and contests validity of the asserted patents.



PRICING

ATTACHMENT B – PRICING SHEET

ATTACHMENT B: PRICING SHEET

Respondent shall complete and submit the following pricing sheet with the bid response package. The Entity reserves the right to make an award on the basis of low bid in the interest of the Entity and to reject any and all bid items in the sole discretion of the Entity.

ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENSION
1	Skydio X10 Starter Kit	1	Each	\$16,464.40	\$16,464.40
2	Skydio Spare Propellers for X10	1	Each	\$129.00	\$129.00
3	Skydio Spotlight for X10	1	Each	\$265.00	\$265.00
4	Skydio 3D Scan for X10	1	Each	\$12,600.00	\$12,600.00
5				\$	\$
TOTAL FIRM FIXED PRICE					\$29,458.40
6	DELIVERY – Number of calendar days for delivery after receipt of the order:			XX calendar days	
Name of Firm: Axon Enterprise, Inc.					
IFB #: LM 24-19					
IFB Name: Law Enforcement Drone					

AUTHORIZED AGENT – SIGNATURE AND CONTACT INFORMATION

The Respondent's authorized agent must sign this document to acknowledge they read this solicitation carefully and completely, and the information submitted is true and correct.

SIGNATURE OF AUTHORIZED AGENT:	
PRINTED NAME OF AUTHORIZED AGENT:	Robert E. Driscoll, JR.
TITLE OF AUTHORIZED AGENT:	Deputy General Council
DATE OF SIGNATURE:	10/25/2024

APPENDIX



SOLUTION OVERVIEW

TECHNICAL SPECIFICATIONS AND FEATURES

The Skydio X10 offers top-of-the-line sensors for a drone of this size, piloted by advanced AI in the sky. To get the data you need, wherever and whenever you need it. Technical specifications of the X10 include:

- ▶ **A VERSATILE OPTION** – Wide operating temperature range of -4°F to 113°F (-20°C to 45°C); Skydio X10 was designed for performance even in difficult conditions and can handle a gust of wind at or under 28 mph.
- ▶ **NARROW CAMERA SPECIFICATIONS** – The narrow camera has a configurable resolution, up to 3840 x 2880. It also includes a 64 MP CMOS sensor, a 50° diagonal field of view, and a f/1.8 aperture.
- ▶ **THERMAL CAMERA SPECIFICATIONS** – The included thermal camera includes a FLIR Boson+ Uncooled VOx Microbolometer with 640 x 512 resolution. It is capable of measuring temperatures in the range of -40° to 150° C (-40° to 350° C low gain).
- ▶ **NAVIGATION LENS SPECIFICATIONS** – The Skydio X10 includes six navigation lenses in a trinocular configuration on the top and bottom of the device. The video feeds are combined together to create a true 360° picture of the environment, with superior AI flight assistance and obstacle avoidance.
- ▶ **TELEPHOTO CAMERA SPECIFICATIONS** – The telephoto camera has a configurable resolution, up to 3840 x 2880. It also includes a 48 MP CMOS sensor, a 35 mm focal length (equivalent to 190 mm), and a 13° diagonal field of view.
- ▶ **ZERO LIGHT NAVIGATION** – NightSense technology leverages both the visible and infrared light spectrum to enable navigation in total darkness, real-time environmental mapping, and obstacle avoidance.
- ▶ **ONBOARD AI** – Flying made easier with the aid of AI-powered flight assistance and obstacle avoidance.
- ▶ **LIGHTWEIGHT** – The Skydio X10 offers a compact, lightweight airframe; the device weighs 4.65 lbs with a battery.
- ▶ **FLIGHT TIME** – The Skydio X10 offers a max hover time of 35 minutes and a max flight time of up to 40 minutes.
- ▶ **INTUITIVE FLIGHT CONTROLS** – Flight is accomplished via the included controller which has built-in, intuitive controls.
- ▶ **ADAPTABLE PAYLOAD ATTACHMENTS** – Four payload attachment points allow users to adjust to evolving mission needs. Attach available accessories such as a parachute, speaker and microphone, spotlight, and more.





SKYDIO X10

Skydio X10 seamlessly integrates advanced intelligence with cutting-edge capabilities for critical operations in any location at any time. Sophisticated AI-powered autonomy allows users to fly the Skydio X10 for complex missions without complex training. The advanced VT300-Z sensor package offers a range of options, including narrow and telephoto lenses and the powerful FLIR Boson+ radiometric camera, enabling intelligent navigation day and night.

/ ONBOARD AI

Fly effortlessly with AI-powered flight assistance and obstacle avoidance.

/ VISIONARY CAMERAS

High-resolution visual and radiometric cameras in modular sensor packages.

/ UNRIVALED THERMAL IMAGING

The first drone ever to integrate an FLIR Boson+ sensor, delivering the highest quality radiometric thermal imaging.

/ FAST AND EASY DEPLOYMENT

Lightweight, backpack-portable design enables rapid deployment by a single operator in less than a minute.

/ ADAPTABLE PAYLOAD ATTACHMENTS

Easily adjust to evolving mission needs with four payload attachment points. Attach accessories such as a parachute, speaker and microphone, spotlight, and more.

/ ZERO LIGHT NAVIGATION

NightSense leverages a visible/infrared illumination payload, enabling navigation in total darkness, real-time environmental mapping, and obstacle avoidance, ensuring seamless mission execution beyond human limitations.

TECHNICAL SPECS

Flight Time

- Up to 40 minutes

Range

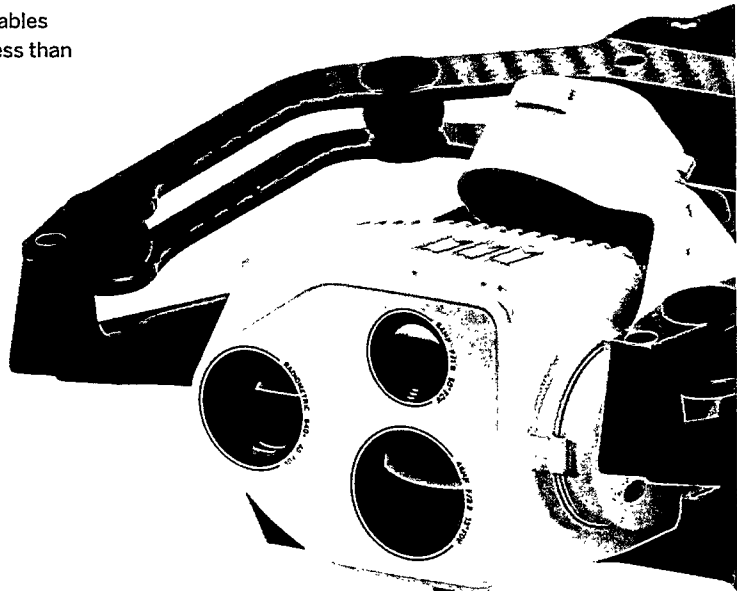
- Up to 12km / 7.5mi

Color Camera

- Narrow: 64 MP, f/1.8, 4k/60fps
- Telephoto: 48 MP, f/2.2, 4k/60fps

Thermal Camera

- 640x512px radiometric FLIR Boson+



AXON.COM





ATTACHMENT A

ATTACHMENT A:

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/SUBMISSION CHECKLIST

Title of Solicitation:	Law Enforcement Drone
Name of Respondent:	Mike Schmidt
Company:	Axon Enterprise, Inc.
Mailing Address:	17800 N. 85th St.
City, State, Zip:	Scottsdale, AZ 85255
Phone Number:	800.978.2737
Company Contact Email Address:	contracts@axon.com
Texas Vendor ID Number:	TX Taxpayer # - 18607412279
EIN/Federal Tax Identification Number:	86-0741227

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO.	DATE ISSUED
1	10/25/2024

☐ Please check this box if no addenda were issued.



ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

This checklist is provided for the Respondent's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the Respondent of the need to read and comply with the specifications. Your submittal of the documents attests to the fact that you have read and/or included the documents with your response.

SUBMISSION CHECKLIST

CHECK FOR COMPLETION	DOCUMENTS REQUIRED FOR SUBMISSION
☒	A. Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist
☒	B. Pricing Sheet
☒	C. System for Award Management (SAM.gov)
☒	D. Customer/Client References
☒	E. Certificate of Insurance
Included	F. Ethics and Conflict of Interest Acknowledgement (Optional)
N/A	G. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
☒	H. Conflict of Interest Questionnaire (Form CIQ)
☐	Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
☒	I. Disclosure of Lobbying Activities SF-LLL Certification (Required for all bids exceeding \$100,000)
☐	Please check this box if the bid does not exceed \$100,000.
☒	J. Bidder's Certification
☒	K. Non-Collusion Affidavit
☐	

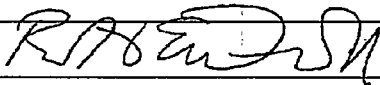
The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	Robert E. Driscoll, JR.
AUTHORIZED SIGNATURE:	
TITLE OF AUTHORIZED AGENT:	Deputy General Council
DATE OF SIGNATURE:	10/25/2024



ATTACHMENT C

ATTACHMENT C: SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH (CONTINUED)

NON-DEBARMENT CERTIFICATION FORM			
COMPANY/ENTITY LEGAL NAME: Axon Enterprise, Inc.			
STREET ADDRESS: 17800 N. 85th St.			
CITY: Scottsdale		STATE: AZ	ZIP: 85255
CONTACT NAME: Robert E. Driscoll, JR.			
CONTACT EMAIL: contracts@axon.com		CONTACT PHONE: 800.978.2737	
*UEI #	TBW7MGPYURM7	**TIN #	80-0741227
*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. All entities must be pre-vetted for eligibility/ability to perform the outlined ARPA funded scope of work and a record (PDF of SAM.gov screenshot) of SAM debarment clearance must be obtained prior to entering into any final contracts. **Beneficiary Entities are required to have UEI and/or TIN.			
APPLICABLE REGULATIONS: As stated in the ARPA/SLFRF Terms & Conditions: "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19." Also, Federal Executive Order (E.O.) 12549: "Debarment" requires that contractors, beneficiaries or subrecipient organizations and their principals – who are receiving awards, using federal funds, are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify you from receiving or retaining funds. Information on debarment is available at the following website: www.sam.gov Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity: "If a federal agency later determines that you failed to tell the [awarding agency] that you were excluded or disqualified at the time you entered into the covered transaction with that person/awarding agency, the agency may pursue any available remedies, including suspension and debarment."			
[INITIAL]	CERTIFICATION & SIGNATURE		
	We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.		
RD	We hereby confirm that if that status should change within the course of this agreement, we will provide notification immediately. Failure to do so may result in this agreement's termination and/or the repayment of funds.		
Your signature certifies that the information provided on this form is correct and that neither you nor your principal(s) is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.			
SIGNATURE 			
PRINTED NAME & TITLE		DATE	
Robert E. Driscoll, JR. - Deputy General Counsel		10/25/2024	
FOR DEPARTMENT USE ONLY			
SAM Debarment/Certification Record of Clearance	Yes [] No []	Note:	
State of Texas Debarred Vendor List Cleared	Yes [] No []	Note:	
Verified By:	Yes [] No []	Date:	



ATTACHMENT D

ATTACHMENT D: CUSTOMER/CLIENT REFERENCES

Respondents shall use Attachment D to describe a minimum of three (3) and maximum of five (5) references for jobs, and corresponding references, completed within last five (5) years.

Respondent's Name: Axon Enterprise, Inc.

The references shall illustrate recent experience successfully completing work of a similar nature and scope as the work described in this IFB. This form may be modified as needed to comply with the requirement to document company information. ***Failure to return this attachment (or a reasonable facsimile) may result in the proposal being considered non-responsive. Failure to provide references may result in the proposal being considered non-responsive.***

REFERENCE 1:

Company Name:	Seguine Police Department, TX
Company Address:	350 N Guadalupe St, Seguin, TX 78155
Contact Name/Title/Phone:	Sgt. William Collier
Contact Email:	wcollier@seguintexas.gov
Contract Award Date:	Purchase Date: 9/30/2024
Contract Completion Date:	N/A
Contract Project Name:	N/A
Brief Description of Services:	Delivery, setup and training on the Skydio X-10 drone and supporting platform

**REFERENCE 2:**

Company Name:	Orange County Sheriff's Dept. - CA
Company Address:	550 N. Flower Street Santa Ana, CA 92703
Contact Name/Title/Phone:	Sgt. Kyle Ishii
Contact Email:	kishii@ocsheriff.gov
Contract Award Date:	Purchase Date: 9/30/2023
Contract Completion Date:	N/A
Contract Project Name:	N/A
Brief Description of Services:	Delivery, setup and training on the Skydio X-10 drone and supporting platform

REFERENCE 3:

Company Name:	West Texas A&M University
Company Address:	2402 N 3rd Ave. Canyon, TX 79016
Contact Name/Title/Phone:	Instructor John Hildebrand
Contact Email:	jhildebrand@wtamu.edu
Contract Award Date:	Purchase Date: 7/25/2023
Contract Completion Date:	N/A
Contract Project Name:	N/A
Brief Description of Services:	Delivery, setup and training on the Skydio X-10 drone and supporting platform

ATTACHMENT E



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Insurance Services West, Inc.
Phoenix AZ Office
4300 East Camelback Rd.
Suite 460
Phoenix AZ 85018 USA

CONTACT

PHONE (A.C. No. Ext): 8662837122 FAX (A.C. No.): 800-363-0105

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC

INSURED
Axon Enterprise, Inc.
17800 N. 85th Street
Scottsdale AZ 85255 USA

INSURER A:	National Casualty Company	11991
INSURER B:	Navigators Insurance Co	42307
INSURER C:	Hartford Ins Co of the Midwest	37478
INSURER D:	Hartford Fire Insurance Co.	19682
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 570106271855

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, LIMITS shown are as requested

INSR CTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ see Prod Lib Info at end ☐ GEN'L AGGREGATE LIMIT APPLIES FOR: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER ☒ Prod/Comp Ops	Y	Y	NGO0001132 SIR applies per policy terms & conditions	08/01/2024	08/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$1,000,000 MED EXP* (Any one person) \$50,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG Excluded Per Occ. SIR \$1,000,000
D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	59 UEN FN6060	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION			UNO0000164	08/01/2024	08/01/2025	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	59WEAC056D	08/01/2024	08/01/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

CERTIFICATE HOLDER

Axon Enterprise, Inc.
17800 N. 85th Street
Scottsdale AZ 85255 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West Inc

Holder Identifier:

Certificate No : 570106271855

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACO



AGENCY CUSTOMER ID: 570000007117

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.
POLICY NUMBER See Certificate Numbe 570106271855		
CARRIER See Certificate Numbe 570106271855	NAIC CODE	EFFECTIVE DATE

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]

ACORD 101 (2008/01)

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AGENCY CUSTOMER ID: 570000007117

LOC #:

**ADDITIONAL REMARKS SCHEDULE**

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.	
POLICY NUMBER See Certificate Numbe 570106271855			
CARRIER See Certificate Numbe 570106271855	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,	
FORM NUMBER: ACORD 25	FORM TITLE: Certificate of Liability Insurance
Products Liability Schedule	
Products/Completed Operations Coverage 8/1/2024 - 8/1/2025:	
Policy #034064091 Lexington Insurance Company Claims Made Coverage Form - Products Liability \$10,000,000 Each Occurrence Limit \$10,000,000 Products/Completed Operations Aggregate Limit \$ 5,000,000 Per Occurrence Self Insured Retention	
Policy #034064092 Lexington Insurance Company Occurrence Coverage Form - Products Liability \$10,000,000 Each Occurrence Limit \$10,000,000 Products/Completed Operations Aggregate Limit \$ 5,000,000 Per Occurrence Self Insured Retention	

ACORD 101 (2008/01)

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ATTACHMENT F

ATTACHMENT F: ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT

Public servants are expected to conduct themselves impartially and in a manner that inspires public confidence, while ensuring that responsible contractors have fair and equal access to governmental procurement.

The City of La Marque is committed to protection of government integrity, while also facilitating the recruitment and retention of the skilled personnel necessary to support its operations. To achieve this objective, The City of La Marque has established standards of ethical conduct and conflict of interest policies and expects all vendors, contractors, and subrecipients to adhere to the same core principles as described below.

To achieve these standards, it is essential that those doing business with the City of La Marque also observe the ethical standards prescribed here.

I acknowledge that it is a breach of ethics to attempt to influence any public employee, elected official, or department head to violate the standards of ethical conduct set forth in this code.

I further acknowledge that it is a breach of ethics for any employee of City of La Marque or a vendor doing business with the City of La Marque to participate directly or indirectly in a procurement when the employee or vendor knows that:

- A. The employee or any member of the employee's immediate family or household has a substantial financial interest in a company responding to a City of La Marque procurement.
- B. A business or organization in which the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.

I understand that it is a breach of ethics to offer, give, or agree to give any employee of City of La Marque, or for any employee to solicit, demand, accept, or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or purchase request influencing the content of specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal therefore pending before City of La Marque.

I acknowledge that it is a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for City of La Marque as an inducement for the award of a contract or order.

I certify that I have read and understand the ethical standards set forth by City of La Marque and agree to comply with them in all business dealings with the City of La Marque.


SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE
Robert E. Driscoll, JR. - Deputy General Counsel
PRINTED NAME, TITLE

Axon Enterprise, Inc.
COMPANY
10/25/2024
DATE



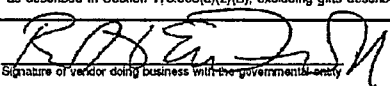
ATTACHMENT G

This form is not applicable to our proposal.



ATTACHMENT H

ATTACHMENT H: CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(e-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY Date Received
1 Name of vendor who has a business relationship with local governmental entity. Axon Enterprise, Inc.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. N/A Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☒ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. N/A		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity 		Date 10/25/2024

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021



ATTACHMENT I

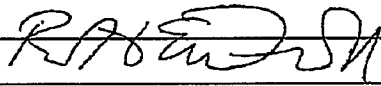
ATTACHMENT I: DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL CERTIFICATION REGARDING LOBBYING (TO BE SUBMITTED WITH EACH BID OR OFFER EXCEEDING \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language in paragraphs (a) and (b) of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Axon Enterprise, Inc. (insert business name), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

SIGNATURE	
NAME OF AUTHORIZED AGENT	Robert E. Driscoll, JR.
TITLE OF AUTHORIZED AGENT	Deputy General Council
DATE	10/25/2024



DISCLOSURE OF LOBBYING ACTIVITIES – INSTRUCTIONS

Instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503. Approved by OMB 0348-0046. Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Name: Street Address: City, State, Zip: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Name: Street Address: City, State, Zip: Congressional District, if known:
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known:		9. Award Amount, if known: \$
10a. Name and Address of Lobbying Registrant Name (First, MI, Last): Street Address: City, State, Zip:		10b. Individuals Performing Services (including address if different from No. 10a) Name (First, MI, Last): Street Address: City, State, Zip:
11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Signature: _____ Name: _____ Title: _____ Telephone: _____ Date: _____		
Federal Use Only		Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)



ATTACHMENT J

ATTACHMENT J: BIDDER'S CERTIFICATION

In accordance with Texas Government Code Sections 2252.001 through 2252.004 (relating to bids by nonresident contractors), the pertinent portion of the Act has been extracted and is as follows:

1. "Nonresident bidder" refers to a person who is not a resident.
2. "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

1. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
2. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that Axon Enterprise, Inc. (Company Name) is a

☐ Resident bidder of Texas as defined in Section 2252.001(4), Texas Government Code,

OR

☒ Nonresident bidder as defined in Section 2252.001(3), Texas Government Code, and our principal place of business is located at 17800 N. 85th St. Scottsdale, AZ 85255 (City and State).

Note: If the Respondent is an out-of-state company, a Certificate of Authority from the Secretary of State to do business in Texas must be provided.

SIGNATURE	
NAME OF AUTHORIZED AGENT	Robert E. Driscoll, JR.
TITLE OF AUTHORIZED AGENT	Deputy General Council
DATE	10/25/2024

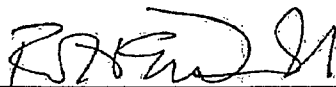
ATTACHMENT K

ATTACHMENT K: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF ~~TEXAS~~ ARIZONA §
§
COUNTY OF MARICOPA §

By the signature below, the signatory for the bidder certifies that neither he/she nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature: 

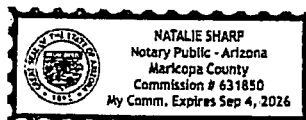
Printed Name: Robert E. Driscoll, Jr.

Title: Deputy General Counsel

Company: Axon Enterprise, Inc.

Date: October 24, 2024

SUBSCRIBED and sworn to before me the undersigned authority by Robert E. Driscoll, Jr. on
the 24th day of October, 2024 on behalf of said bidder.




Notary Public in and for the
State of ~~Texas~~ Arizona

My commission expires: Sept. 4, 2026



EXCEPTIONS & AXON MASTER SERVICES AND PURCHASING AGREEMENT



October 25, 2024

City of La Marque
111 Bayou Road
La Marque, TX 77568
Attn: City Clerk

Re: Terms and Conditions Exceptions – FY24 SB224 Catalytic Converter Grant

To Whom It May Concern:

Please find below exceptions from Axon Enterprise, Inc. ("Axon" or "we") to the above-referenced Request for Proposal Sample Contract. Axon is open to further discussions regarding requested changes and reserves the right to negotiate the terms of the terms and conditions attached to the solicitation. Additional minor redlines with comments are attached to these exceptions. Any capitalized terms used but not defined in this letter shall have the meanings associated with such terms in the sample contract.

1. **Addition of Axon's Terms and Conditions:** Axon respectfully requests that its Master Services and Purchasing Agreement (MSPA) be incorporated as an exhibit into the final contract award. Axon agrees to negotiate with the City of La Marque ("City") on these terms and conditions. Enclosed herewith please find attached a draft of this agreement for the City's review.
2. **Warranty Requirements 3.2.6:** Axon respectfully requests that the start date of the warranty be changed to match Axon's language in the MSPA, in which warranty begins on the date of the customer's receipt of the goods.
3. **Indemnification – 3.10.1:** Axon requests that the language in the document be struck, and Axon's standard indemnification provision be inserted:

" Contractor will indemnify City's officers, directors, and employees ("City Indemnitees") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against a City Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Contractor under this Agreement, except to the extent of City's negligence or willful misconduct, or claims under workers compensation."
4. **Sample Contract:** Axon reserves the right to negotiate any terms and conditions in the contract if awarded, as it was not provided as an appendix with the invitation for bids document.

Sincerely,

Rhett Jones

Contracts Manager

Attachments: Axon MSPA
Axon Service Offerings Agreement (SLA)



Page 1 of 1



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5-year term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.



- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("Spare Axon Devices"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.



Master Services and Purchasing Agreement

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("SOW"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("Axon Products") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.
15. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or an end user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.



Master Services and Purchasing Agreement

18. General.

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

CUSTOMER:

Axon Enterprise, Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Axon Cloud Services Terms of Use Appendix

1. **Definitions.**
 - a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
 - b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
 - c. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
 - d. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
 - e. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.
3. **Customer Owns Customer Content.** Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.
 - a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
 - b. To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.



Master Services and Purchasing Agreement

6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
9. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence end user or Customer is prohibited from storing data for other customers or law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
10. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
11. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
12. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.
13. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
14. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.
15. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**
16. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.
17. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.



Master Services and Purchasing Agreement

- c. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription")
 - d. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - e. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.
 - f. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
18. **Axon Cloud Services Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- g. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - h. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - i. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - j. use Axon Cloud Services as a service bureau, or as part of a Customer infrastructure as a service;
 - k. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - l. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - m. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - n. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
19. **Draft One.** Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.
20. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
21. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
22. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud



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Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

23. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.



Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "ACEIP Content"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("Privacy Preserving Technique(s)"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("New Use Case").
 - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.



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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions.**

- 1.1. "API Client" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. "API Interface" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. "Axon Evidence Partner API, API or Axon API" (collectively "API Service") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. "Use" means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is



Master Services and Purchasing Agreement

considered Axon's API Content, including:

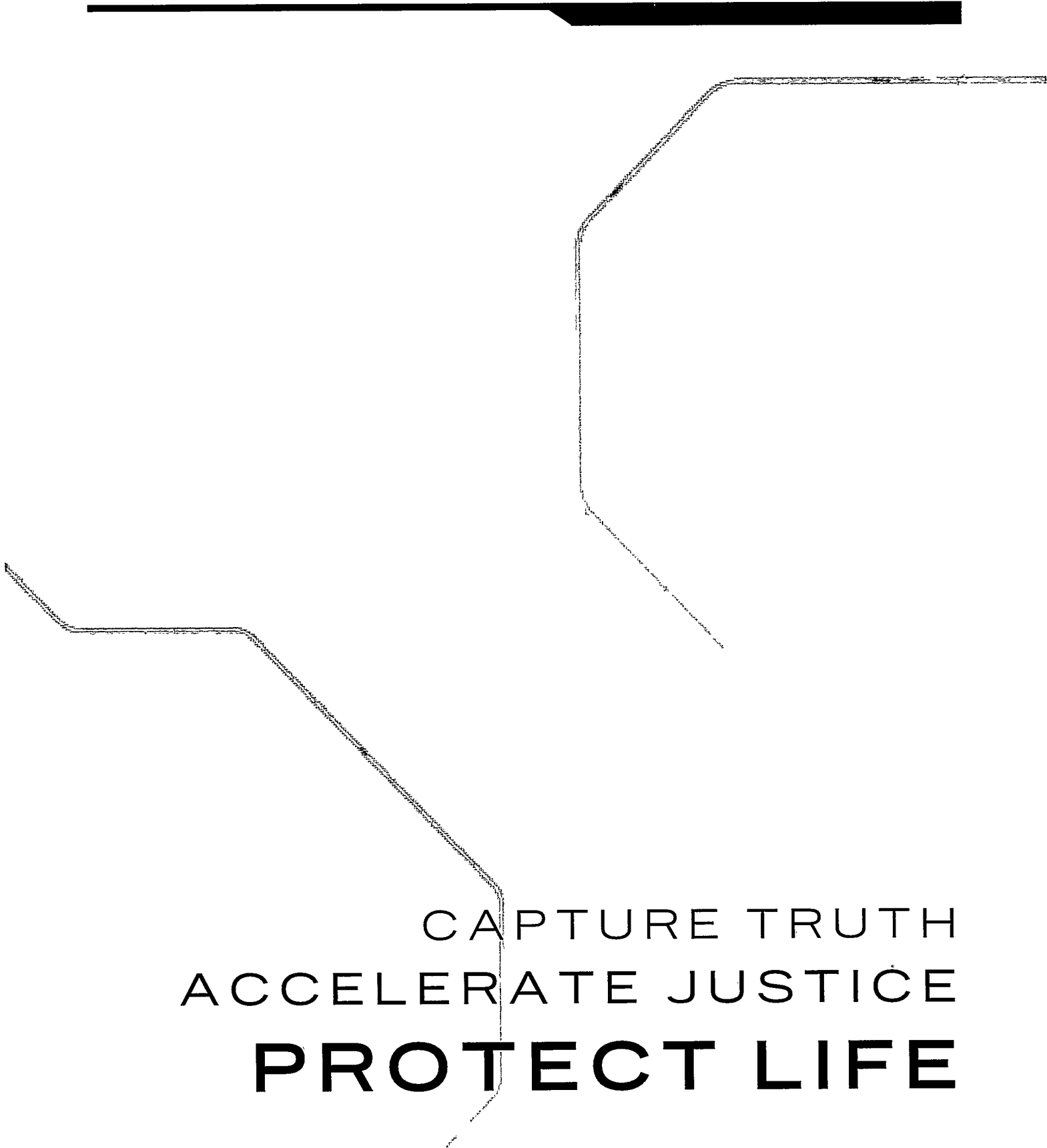
- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Customer nor its end users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("API Update"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.



CAPTURE TRUTH
ACCELERATE JUSTICE
PROTECT LIFE



RATING SHEET – REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

Entity Name:	Adorama Inc
IFB Title or Number:	DRONE / UAV
Source of Funds:	American Rescue Plan Act (ARPA) (list others)
Evaluator's Name:	Forrest Gandy
Name of Respondent:	
Date of Rating:	11/4/2024

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

Pass/Fail Criteria

	Factor	Pass	Fail	Comments
1.	Responsiveness of Proposal			
2.	Financial Stability			
Must pass all above areas to proceed. If a Fail is marked, <u>stop here</u> .				

Total Score (A + B + C)

	Factor	Maximum Points	Score	Comments
A.	Understanding of Work, Experience, and Relevant Qualifications – Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services.	20	20	
B.	Capacity to Perform and Delivery/Service Schedule – Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.	20	20	
C.	Pricing – Prices for all goods and/or services shall be all inclusive and valid for 90 days.	60	40	
	TOTAL AVAILABLE POINTS	100	80	

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City of La Marque

1111 Bayou Road, La Marque, Texas 77568

INVITATION FOR BIDS (IFB) COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

City of La Marque

under the

FY24 SB224 Catalytic Converter Grant

Motor Vehicle Crime Prevention Authority (MVCPA)

by the State of Texas



D2ONE

Adorama Inc.

**SB224 Catalytic Converter Grant
Motor Vehicle Crime Prevention Authority (MVCPA)**

Invitation for Bids (IFB)

October 1, 2024

Re: Invitation for Bids (IFB) for a Law Enforcement Drone funded with SB224 Catalytic Converter Grant issued through the Motor Vehicle Crime Prevention Authority (MVCPA) Grant.

Dear Vendor:

The City of La Marque, hereinafter called "Entity", has received an allocation of SB224 Catalytic Converter Grant funds, and is issuing an Invitation for Bids (IFB) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of grant funds.

The Sole Point of Contact for this solicitation may provide information regarding this IFB. Refer to the **Schedule of Events and Selection Summary** in Section 1 of this document for response details.

Respondent is responsible for ensuring that their IFB response is received in a timely manner and that it contains all elements of the IFB, including all required forms and any addendums issued. Respondent should complete the Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist contained in Attachment A and all other requirements identified in the IFB. IFB responses received after the deadline will not be opened and therefore not evaluated or considered for award, regardless of whether or not the delay was outside the control of the submitting provider. City of La Marque reserves the right to negotiate with providers submitting timely responses in accordance with state and federal procurement requirements, to reject any and all bids, and to select multiple respondents if it deems it's in the best interest of the Entity and/or desires to do so.

The Entity is an Affirmative Action/Equal Opportunity Employer. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit bids.

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INVITATION FOR BID – GENERAL INFORMATION

SECTION 1 – SCHEDULE OF EVENTS AND SELECTION SUMMARY

1.1 SCHEDULE OF EVENTS – ALL DATES ARE TENTATIVE

- 1.1.1 The Entity reserves the right to change dates at any time. At the sole discretion of the Entity, events listed in Section 1 are subject to scheduling changes and cancellation. The Entity will make public any changes to the stated schedule.
- 1.1.2 All requests, questions, or other communication about this solicitation shall be made in writing and addressed to the Entity's Sole Point of Contact listed in Section 1. Only the Sole Point of Contact may be contacted regarding required elements for this IFB.
- 1.1.3 Respondent must review all documents and information in the *Exhibits* section and complete the required documents in the *Attachments* section and return with the signed bid sheet to the Entity's Sole Point of Contact.

SCHEDULE OF EVENTS + RESPONSE REQUIREMENTS

SCHEDULE OF EVENTS	
RFP NOTICE DATE:	October 1, 2024
VENDOR QUESTIONS DUE:	October 15, 2024, 5:00 PM CST
QUESTIONS ANSWERED BY:	October 22, 2024, 5:00 PM CST
PRE-PROPOSAL CONFERENCE: The Entity shall reject responses submitted by firms that do not attend the mandatory pre-proposal conference.	October 10, 2024 http://cityoflamarque.org/bidszoom
SITE VISIT: The Entity shall reject responses submitted by firms that do not attend the mandatory site visit.	If needed, will be scheduled.
PROPOSAL DUE DATE:	October 31, 2024, 10:00 AM CST
ESTIMATED AWARD DATE:	November 18, 2024, 6:00 PM CST
RESPONSE REQUIREMENTS	
QUESTIONS & ANSWERS ONLY – SOLE POINT OF CONTACT	

The Entity will allow written questions and requests for clarification of this solicitation. Questions must be submitted by email to the Sole Point of Contact listed below. Respondents' names will be removed from questions in any responses released.	
SOLE POINT OF CONTACT NAME:	City Clerk
ADDRESS:	1111 Bayou Road La Marque, TX 77568
EMAIL:	bids@cityoflamarque.org
PHONE:	409-938-9259
DELIVERY OF RESPONSE PROPOSAL – POINT OF CONTACT	
For digital delivery, the Subject Line should include Respondent's Name, RFP number, and time/due date of RFP and completed response and all attachments uploaded to the following point of contact:	
NAME:	-
TITLE:	City Clerk
DELIVERY POINT:	Bidsubmit.cityoflamarque.org
If mailed or hand-delivered, sealed proposals (an original and 3 copies) should be submitted on the original forms provided. Each response must be sealed and should be placed in a properly identified envelope with Respondent's Name, RFP number, and time/due date of RFP.	
For mail or hand-delivery, deliver response and all attachments to:	
NAME:	-
TITLE:	City Clerk
ADDRESS:	1111 Bayou Road LaMarque, TX 77568

1.2 SELECTION OF RESPONDENT(S)

- 1.2.1 The Entity intends to select Respondent(s) that best meet the needs of the Entity and that provide the best overall value. The Entity reserves the right to award multiple contracts from the finalist pool of successful Respondent(s). Respondents will be rated and ranked according to the evaluation criteria set forth below.
- 1.2.2 The Entity reserves the right to check references on any projects performed by the Respondent, whether provided by the Respondent or known by the Entity.
- 1.2.3 The Entity is not required to accept the lowest cost proposal.
- 1.2.4 See SECTION 4 – EVALUATION CRITERIA, for additional information on how Respondents will be evaluated and selected.

SECTION 2 – INTRODUCTION AND GENERAL CONDITIONS

2.1 GENERAL DESCRIPTION OF THE SCOPE OF WORK (SOW) – SEE SECTION 3 AND EXHIBIT A FOR SOW DETAILS

The Entity has received an allocation of SB224 Catalytic Converter Grant funds and is issuing an Invitation for Bids (IFB) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of grant funds.

This solicitation includes purchase of:

2.1.1 **General Description:** Purchase of One Law Enforcement Drone

2.1.2 The scope of work includes all labor, materials, goods and/or services necessary to provide the purchased items, including any installation specified in **Exhibit A**. The respondent shall submit a written copy of all warranty information prior to final acceptance by Entity.

2.1.3 **REFERENCED BRAND EXAMPLE:** Catalogs, brand names or manufacturer's references are descriptive only and indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing other than the referenced brands/model number, Respondent must show manufacturer, brand or trade name, product number and provide complete descriptive information of product offered and include with response. Failure to take exception to specifications or reference data will require Respondent to furnish specified brand names, numbers, etc.

2.2 CONSIDERATION OF AWARD

To be considered for award, Respondents must adhere to the requirements, when applicable to Vendors, as set forth in **Exhibit B**, the SB224 Catalytic Converter Grant Required Provisions, and provide all other required information and documentation as set forth in this solicitation.

2.3 CONTRACT AWARD

The Entity may award a Firm Fixed Price Contract. A Respondent's proposal must be responsive to this solicitation and include all required documents as instructed in the solicitation and listed in the *Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist (Attachment A)*.

2.4 TERM OF PURCHASE CONTRACT

The Contract or Purchase Order shall be effective upon date of execution (signed by the Entity designee), shall contain terms and conditions for the purchase, including delivery date and delivery location, and shall expire upon delivery and final acceptance by the Entity. A sample contract is available for review at **Appendix I**.

2.5 BID ACCEPTANCE

2.5.1 Proposals must be received, time stamped or otherwise acknowledged before the specified hour and date. Late submittals WILL NOT be considered under any circumstances. The Entity will not be held responsible for any solicitation response that is mishandled prior to receipt by the Entity. The Entity will not be responsible for any technical issues that result in late delivery, inappropriately identified

documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the respondent's response.

- 2.5.2 The Entity reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By submitting a response, the Respondent acknowledges and will adhere to all specifications as stated within this procurement packet.
- 2.5.3 Bids CANNOT be altered or amended after the due date. Any alterations made before the due time must be initialed by Respondent or authorized agent. No response may be withdrawn after due date without approval and based on a written acceptable reason.
- 2.5.4 The Entity reserves the right to revise or amend the specifications prior to the due date. Such revisions or amendments, if any, will be announced by amendments or addendums to these specifications. Copies of such amendments or addendums so issued will be posted to the Entity's bidding websites. If Respondent demonstrates just reason for a change, the Entity must have at least five (5) working days' notice prior to submission due date.
- 2.5.5 In the event that Respondent finds discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Respondent should at once notify the Entity Sole Point of Contact and obtain clarification prior to submitting a response.
- 2.5.6 All Respondents must meet or exceed the minimum specifications to be considered a valid response. The Entity reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract either to the lowest responsible Respondent or to the Respondent who provides goods or services at the best value for the Entity.
- 2.5.7 The Respondent agrees to protect the Entity from claims involving infringement of patents or copyrights.

PROPRIETARY OR CONFIDENTIAL INFORMATION; TEXAS PUBLIC INFORMATION ACT: Any proprietary, trade secret, or otherwise confidential information Respondent includes in its Proposal must be clearly labeled as proprietary or confidential information, and Respondent must identify the specific exception to disclosure in the Public Information Act (PIA). Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA.

Information, documentation, and other material in connection with this Response or any resulting Contract may be subject to public disclosure under the Texas PIA, Chapter 552 of the Texas Gov't Code.

- 2.5.8 There is no guarantee a contract will be awarded. The Entity reserves the right to cancel this IFB at any time.
- 2.5.9 All proposals become public documents and are subject to public review (upon request and as allowed by law). The submission of an IFB response will constitute representation by the Respondent that it understands and has complied with the requirements of the IFB. Submission of a response indicates the IFB information provided was sufficient in scope and detail to convey understanding of anticipated terms and conditions for performance of the work.
- 2.5.10 IFB Respondents assume all costs of preparation of the proposal. IFB responses become the property of the Entity.

2.6 PROHIBITED COMMUNICATION

On issuance of this solicitation, except for the written inquiries described in Section 2.6 above, the Entity, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential respondent. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation. Failure to comply with these requirements may result in disqualification of respondent's solicitation response.

2.7 TERMINATION CONDITIONS

See Contract at **Appendix I** for Termination Conditions.

2.7.1 FAILURE TO ENTER INTO A CONTRACT

Should the Selected Respondent ("Vendor"), to whom the contract is awarded, fail to enter into a contract within twenty-one (21) business days, the Entity may then, at its option, retain the Vendor's bid deposit/bond (if required) and accept the bid of the next lowest responsible bidder.

SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 MINIMUM REQUIREMENTS

- 3.1.1 The selected Vendor shall have no convictions or civil judgments preceding nor thereafter this solicitation rendered against Respondent for 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; 2) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3.1.2 The selected Vendor shall not ever have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 3.1.3 Where applicable, Vendor's staff must meet and maintain current certifications and or licensure requirements as mandated by state law or the appropriate licensing authority.
- 3.1.4 Vendor must not be debarred at the time of response submission, and prior to award of a contract, the System for Award Management (SAM.gov) and the Texas Comptroller's website will be checked to ensure Vendor is not debarred. If the Vendor is debarred, the Vendor's proposal will not be evaluated.

3.2 SCOPE OF SERVICES Construct

- 3.2.1 The required products or services shall be provided in accordance with attached Exhibits:

- **Exhibit A:** Project Scope of Work
- **Exhibit B:** Grant Required Provisions
- **Exhibit C:** Other Relevant Information

- 3.2.2 **Work Orders**

During the term of any contract awarded, the Entity may request the Vendor to perform certain tasks as described in the scope, subject to a specific work order authorization. All work authorizations shall be in writing, signed by all parties, and shall include a scope of services, a list of tasks to be performed, a time schedule, a list of deliverables and such other information or special conditions as may be necessary for the work requested.

3.2.3 Condition of Product: New Equipment ONLY; NO re-manufactured or “gray market” items. All items must be covered by the manufacturer’s warranty. The unit(s) shall be made ready for continuous operation upon delivery. Respondent is cautioned that any unit delivered to the FOB point that does not meet specifications in every aspect will not be accepted.

3.2.4 All Parts: All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the vendor. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.

3.2.5 Manuals: Manuals containing illustrated parts list and operating and service instructions for the units shall be delivered with units. Manuals shall outline all necessary service and operating instructions for the units delivered and provide necessary warning and safety precautions.

3.2.6 Warranty Requirements: The units shall be warranted against defects in material and workmanship for a standard manufacturer’s warranty and shall cover 100% parts and labor for the units. Vendor shall furnish warranty and a list of warrantied repair companies to the Entity at time of delivery. The warranty begins on the date the units are determined to meet specifications and accepted by the Entity.

3.3 DELIVERY AND ACCEPTANCE

3.3.1 Freight Charges: Shipping shall be FOB destination; therefore, unit prices must include all shipping, handling, fuel surcharges, and delivery fees.

3.3.2 Delivery Schedule: Recommended delivery not to exceed sixty (60) calendar days from date of award; delivery terms may be a factor in determining award. Respondent must contact the Entity point of contact to schedule delivery date and time. Respondent shall provide a minimum forty-eight (48) hours’ notice prior to delivery.

3.4 DELIVERY CONTACT(S): Respondent shall contact the Entity for delivery a minimum of one (1) week in advance to coordinate delivery.

Delivery Contact Name:	City Clerk
Phone:	409-938-9259
Email:	bids@cityoflamarque.org

3.5 REGISTRATION AND TITLING (when applicable): Permanent registration and titling will be performed by the Entity. **DO NOT REGISTER ITEM.** Respondent shall supply, as applicable, dealer’s tag for item for sixty (60) days from date of delivery. The original Certificate of Origin (COO) or Manufacturer’s

Statement of Origin (MSO) as well as the most current version of TXDMV Form 130U or Application for Texas Title with signature shall be submitted with an invoice to the Entity.

3.6 DELIVERY DELAYS: If delay is foreseen, Respondent shall give written notice to the Entity and must keep the Entity advised of status of order at all times. Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Entity to cancel contract/Purchase Order.

3.7 COMPLIANT PRODUCTS: Delivery does not occur until the Respondent delivers products, materials, or services in full compliance with the specifications to Entity's FOB destination, unless delivery is specifically accepted, in whole or in part, by the Entity. Providing products, materials, or services which do not meet all specification requirements does not constitute delivery. Entity reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made. NO SUBSTITUTIONS PERMITTED WITHOUT WRITTEN APPROVAL OF THE ENTITY.

3.8 ACCEPTANCE: All equipment ordered will be subject to acceptance inspection and performance testing upon receipt. Acceptance inspection and performance testing will not take more than five (5) working days, weather permitting. Respondent will be notified within this time frame of any units not delivered in full compliance with the purchase order specifications. In the event the goods tested fail to meet or exceed all conditions and requirements of the solicitation and Contract, the goods will be rejected in whole or in part, at the State's Entity's option, and returned to the Vendor or held for disposition at the Vendor's expense. Latent defects may result in cancellation of the Contract at no expense to the Entity.

3.9 RECORD KEEPING

3.9.1 Respondents shall provide, enter, or upload all documentation, communications, and records including all permits, certifications, warranties, and approvals regarding all provided services/products as instructed by the Entity.

3.9.2 Respondents shall maintain records of all events that affect, or may be expected to affect the quality, scope, or progress of the services. All records shall be retained for a period of **five (5) years** following the closeout of the Entity's federal grant.

3.9.3 Insurance

3.9.3.1 If applicable, an original, certified copy of an Insurance Certificate listing the Entity as additional insured, must be submitted with the Respondent's submittal (**see Attachment E for requirements**). The successful Respondent will be required to maintain at all times during performance of the Contract, the insurance detailed below.

3.9.3.2 Workers' Compensation Insurance

3.9.3.3 Employers' Liability Insurance

3.9.3.4 Comprehensive General Liability Insurance

3.9.3.5 Excess Liability Insurance, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance

3.10 TERMS AND CONDITIONS

- 3.10.1 **Indemnity Clause** – The Respondent agrees to indemnify and save harmless the Entity and its officers, agents, and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Respondent under this contract, and including acts or omissions of the Entity or its officers, agents, or employees in connection with said contract.
- 3.10.2 **Equal Opportunity Employer** – The successful Respondent shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.
- 3.10.3 **Assignment** – The successful Respondent may not assign, sell, or otherwise transfer this contract without prior written consent of the Entity.
- 3.10.4 **Compliance with Laws** – The Respondent agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.
- 3.10.4.1 Additionally, all applicable local government codes for the State of Texas also apply to this contract. All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances, and regulations. Respondent shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Respondent shall comply with all federal and state laws and Entity's ordinances and codes applicable to the Respondent's operation under this contract. These specifications and the contract resulting here shall be fully governed by the laws of the State of Texas and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.
- 3.10.5 **Silence of Specifications** – The apparent silence of specifications as to any detail, or the apparent omission from it or a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement. The Respondent should request clarification from the Entity as specified in this document.

SECTION 4 – EVALUATION CRITERIA

4.1 RESPONSIVENESS OF QUALIFICATIONS SUBMISSION:

Pass/Fail

Qualifications submission shall be responsive to all material requirements that shall enable the evaluation committee to evaluate responses in accordance with the evaluation criteria to make a recommendation to Officials of the Entity.

4.2 FINANCIAL STABILITY OF RESPONDENT:

Pass/Fail

Financial stability of the Respondent to successfully undertake the project and the ability to ensure performance over the duration of the contract.

4.3 TECHNICAL REQUIREMENTS:

100 Points Total

Extent to which the provided service or products meets the needs of the Entity, including, but not limited to, the criteria in the evaluation matrix and in the submission requirements section and as expressed in this document.

4.4 EVALUATION CRITERIA AND RATING SHEET:

Solicitation responses shall be evaluated in accordance with Part 200 of the Uniform Administrative Requirements, Cost Principles, Audit Requirement, and Chapter 2269 of the Texas Government Code. The Entity will make the selection on the basis of demonstrated competence and qualifications; and to a Respondent that provides a fair and reasonable price.

The Entity evaluates the responses, prepares a Bid Tabulation sheet, determines the award on the basis of fair and reasonable pricing considered to be the Best Value to the Entity.

Only responses submitted in compliance with the **Schedule of Events + Response Requirements** section and meeting qualifications will be considered. Failure to submit the required information may be cause for rejection of the bid response. The Entity reserves the right to waive informalities and minor irregularities in bids received.

Initial Compliance Screening

The Entity will perform an initial screening of all solicitation responses received. Unsigned solicitation responses, and solicitation responses that do not meet the minimum qualifications above and/or do not include all required forms and information may be subject to rejection without further evaluation.

Additional Evaluation Criteria

All solicitations will be evaluated based on Responsiveness and Price. Responsiveness means adhering to the Terms and Conditions and specifications of the supplies requested. If Respondent(s) who has the lowest price is deemed to be non-responsive, Entity will disqualify the offer and evaluate the response of the next lowest priced responsive Respondent.

Evaluation Process: *The Entity's Evaluator(s) completes a Rating Sheet using the criteria described below. The bid submitted must be a firm-fixed price.*

Rating Sheet

EVALUATION CRITERIA	SCORE
Responsiveness of Proposal	Pass/Fail
Financial Stability	Pass/Fail
Understanding of Work; Experience and Qualifications	20
Capacity to Perform, Delivery/Service Schedule, and References	20
Pricing	60

TOTAL SCORE	100
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SECTION 5 – RESPONSE SUBMISSION REQUIREMENTS

This section details the requirements for submitting all required information. Respondents are advised to see Schedule of Events + Response Requirements on Page 4 of this document, and to carefully review all the requirements and submit all documents and information as indicated in this IFB. Additional information may be requested for clarification. Incomplete responses may lead to a submission being deemed nonresponsive and will not be considered.

To ensure some degree of uniformity in the submission, please follow the outline listed below.

5.1 STATEMENT OF INTEREST

The statement of interest should be limited to a maximum of two (2) pages and must include a brief introduction of the company, a statement of the Respondent's understanding of the work to be performed and that the company meets and will comply with the requirements set forth in this document.

5.2 EXPERIENCE AND RELEVANT QUALIFICATIONS

Respondent shall demonstrate related professional qualifications, experience, and knowledge similar to this scope of work. Response should include information similar in scope and size to the scope of work in this IFB. Limit to four (4) pages. Minimum submission shall address the following:

5.2.1 Experience – Respondents shall provide a concise narrative description of their firm's experience in services similar in size and scope to the requested scope of services. Describe any work performed in or for the Entity. Respondents shall provide descriptions of at least three (3) projects of similar size and scope to this Program. Projects should include project location, duration and project description and scope of work the Respondent performed.

5.2.2 Relevant Qualifications – Respondents must provide a brief summary to include total number and types of employees, skills, knowledge and abilities, company background history, and number of years in providing similar services as outlined in this document.

5.3 CAPACITY TO PERFORM

Respondent should state its firm commitment to provide goods or services within the prescribed delivery date and time.

5.3.1 Work Capacity: Respondent shall provide information to demonstrate capacity to perform requested work. Respondents shall provide a detailed typical schedule to show sequence of key work activities and the number of days to complete each task.

5.3.4 If applicable, **Bonding Capacity:** Respondent(s) shall provide proof of bonding capacity in a statement addressed to the Entity from a certified bonding company authorized to do business in the State of Texas. The letter must clearly state the amount of Firm's bonding capacity to be reserved for the Entity's projects. Firm shall carry a minimum bonding capacity of the project value upon execution of the Contract. The bond(s) must be made payable to the Entity. In your response,

please provide a statement regarding your ability to provide proof of bonding as directed in the Exhibits that follow.

5.4 FINANCIAL STABILITY

Respondent shall provide a statement that includes the following:

- 5.4.1 A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract; and
- 5.4.2 Other financial information sufficient for the Entity, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.

5.5 LEGAL ACTIONS

Provide a list of all pending litigation and include a brief description of the reason for legal action (if applicable).

5.6 PRICING

- 5.6.1 Respondents shall complete and submit the Pricing Sheet (see **Attachment B**).
- 5.6.2 Prices for all goods and/or services shall be all inclusive. Pricing offered shall be valid for ninety (90) days from response due date.
- 5.6.3 The Entity is exempt from taxes. DO NOT INCLUDE TAX IN YOUR PRICING SUBMITTAL.
- 5.6.4 Estimated Quantities – Quantities indicated are estimated based upon the best available information. The Entity reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

EXHIBIT A – PROJECT SCOPE OF WORK

The City of La Marque is considering the purchase of one unmanned aircraft (drone) for should be capable of achieving sustained minimum flight times of 30 – 50 minutes, able to video record, and support thermal cameras, lighting, etc. The drone should be capable of remote landing, autonomous flight, quick deployment, obstacle avoidance, water resistant, and tether compatible. The drone should be capable of cellular connection, multiband connectivity, and remote connectivity through connected browsers. The drone should have the ability to model 3D images from captured data.

All prices must include all shipping, handling, fuel surcharges, and delivery fees.

Item	Description	Quantity	Unit of Measure
1	UAV Drone	1	1
2	Spare Propellers	1	1
3	UAV Charger	1	1
4	IR Filter	1	1
5	Spotlight	1	1
6	Battery	2	1
7	3D Scan Software	3 years	1
8	UAV Drone Warranty	3 Years	1
9	UAV Cellular Service	3 Years	1
10	UAV Training – Online or in-person	1 years	1
11	DELIVERY LOCATION:	431 Bayou Road, La Marque, Texas 77568	
12	DELIVERY SCHEDULE:	60 Calendar Days	

EXHIBIT B – GRANT REQUIRED PROVISIONS

CFR 200.327 Contract provisions. The Non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The Non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, as applicable.

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	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 <u>41 U.S.C. 1908</u> , 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.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under <u>41 CFR Part 60</u>, all contracts that meet the definition of "federally assisted construction contract" in <u>41 CFR Part 60-1.3</u> must include the equal opportunity clause provided under <u>41 CFR 60-1.4(b)</u>, 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 <u>41 CFR part 60</u>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipient agency in the discharge of the agency's primary responsibility for securing compliance. The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.		
>\$10,000,000 for Grant but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 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, contractors must be 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, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 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. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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 <u>40 U.S.C. 3704</u> 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.		
None	Rights to Inventions Made Under a Contract or Agreement. If the 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 of 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.	2 CFR 200 APPENDIX II (F)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 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 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$25,000	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 governmentwide 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 1986 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.	2 CFR 200 APPENDIX II (H)	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors 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 U.S.C. 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.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	See 2 CFR §200.323 - Procurement of Recovered Materials. Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 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. To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows. i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <u>Public Law 115-232</u>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under <u>Public Law 115-232</u>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See <u>Public Law 115-232</u>, section 889 for additional information. (d) See also <u>§ 200.471</u>.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (a) As appropriate and to the extent consistent with law, the Non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.		
>\$10,000	An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to Grant shall be maintained for 5 years per the Grant terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to Grant shall be maintained for 5 years per the Grant terms, conditions, and regulations. (b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to Grant shall be maintained for 5 years per the Grant terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to Grant shall be maintained for 5 years per the Grant terms and conditions and regulations. All records related to Grant shall be maintained for 5 years per the Grant terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. All records related to Grant shall be maintained for 5 years per the Grant terms, conditions, and regulations. (2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. All records related to Grant shall be maintained for 5 years per the Grant terms, conditions, and regulations.		
None	The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company 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.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	to critical infrastructure in this state with a company: (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
None	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201	Contractor RFP/IFB Subrecipients
None	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.	Subrecipients
	Grant Terms & Conditions		
Grant Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
Grant Terms, Conditions, & Records	2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
Grant Terms, Conditions, & Records	3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No.	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		117-2; Section 602(b), 603(b) and/or 603(c) as applicable	
Grant Terms, Conditions, & Records	4. Maintenance of and Access to Records a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations. c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
Grant Terms, Conditions, & Records	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
Grant Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
Grant Terms, Conditions, & Records	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
Grant Terms, Conditions, & Records	8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
Grant Terms, Conditions, & Records	9. Compliance with Applicable Law and Regulations. a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. b. Federal regulations applicable to this award include, without limitation, the following: i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference. iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury’s implementing regulation at 31 CFR Part 19. v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.		
Grant Terms, Conditions, & Records	10. Remedial Actions. In the event of Recipient’s noncompliance with section 603 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 CFR § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
Grant Terms, Conditions, & Records	11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c)	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		as applicable	
Grant Terms, Conditions, & Records	12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
Grant Terms, Conditions, & Records	13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
Grant Terms, Conditions, & Records	14. Debts Owed the Federal Government. a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government. b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
Grant Terms, Conditions, & Records	15. Disclaimer. a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
Grant Terms, Conditions, & Records	16. Protections for Whistleblowers. a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. b. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant oversight or	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.		
Grant Terms, Conditions, & Records	17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
Grant Terms, Conditions, & Records	18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

EXHIBIT C – OTHER RELEVANT INFORMATION/SPECIAL CONDITIONS

Attach any relevant specifications, e.g., municipal/state code specifications, etc., that will be applicable to this purchase.

ATTACHMENTS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND INCLUDED IN THE RESPONSE PACKAGE:

1. ATTACHMENT A SIGNED SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGEMENT OF ADDENDA/SUBMISSION CHECKLIST
2. ATTACHMENT B PRICING SHEET
3. ATTACHMENT C SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH
4. ATTACHMENT D CUSTOMER/CLIENT REFERENCES
5. ATTACHMENT E CERTIFICATE OF INSURANCE (IF APPLICABLE)
6. ATTACHMENT F ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT (OPTIONAL)
8. ATTACHMENT G TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295)
9. ATTACHMENT H CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)
10. ATTACHMENT I DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL CERTIFICATION
11. ATTACHMENT J BIDDER'S CERTIFICATION
12. ATTACHMENT K NON-COLLUSION AFFIDAVIT

ATTACHMENT A:**SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/SUBMISSION CHECKLIST**

Title of Solicitation:	SB224 Catalytic Converter Grant Motor Vehicle Crime Prevention Authority (MVCPA)
Name of Respondent:	Caroline Brzuszek-Egan
Company:	Adorama Inc.
Mailing Address:	42 West 18th Street
City, State, Zip:	New York, NY, 10011
Phone Number:	212-741-0401
Company Contact Email Address:	carolineb@adorama.com
Texas Vendor ID Number:	474955
EIN/Federal Tax Identification Number:	132918676

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO.	DATE ISSUED

☒ Please check this box if no addenda were issued.

ATTACHMENT A (CONTINUED)**SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST**

This checklist is provided for the Respondent's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the Respondent of the need to read and comply with the specifications. Your submittal of the documents attests to the fact that you have read and/or included the documents with your response.

SUBMISSION CHECKLIST

CHECK FOR COMPLETION	DOCUMENTS REQUIRED FOR SUBMISSION
☒	A. Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist
☒	B. Pricing Sheet
☒	C. System for Award Management (SAM.gov)
☒	D. Customer/Client References
☒	E. Certificate of Insurance
	F. Ethics and Conflict of Interest Acknowledgement (Optional)
N/A	G. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
☒	H. Conflict of Interest Questionnaire (Form CIQ)
☒	Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
☒	I. Disclosure of Lobbying Activities SF-LLL Certification (Required for all bids exceeding \$100,000)
☒	Please check this box if the bid does not exceed \$100,000.
☒	J. Bidder's Certification
☒	K. Non-Collusion Affidavit
☒	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	Caroline Brzuszek-Egan
AUTHORIZED SIGNATURE:	<i>Caroline Brzuszek-Egan</i>
TITLE OF AUTHORIZED AGENT:	Bid Coordinator
DATE OF SIGNATURE:	10/30/2024

ATTACHMENT B: PRICING SHEET

Respondent shall complete and submit the following pricing sheet with the bid response package. The Entity reserves the right to make an award on the basis of low bid in the interest of the Entity and to reject any and all bid items in the sole discretion of the Entity.

* see attached quote

ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENSION
1	Entity should enter the description and quantity of the services/products as contained in the Scope of Work in Exhibit A			\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
TOTAL FIRM FIXED PRICE *taxes to be added unless tax exemption provided					\$ 50267.40
6	DELIVERY – Number of calendar days for delivery after receipt of the order:			XX calendar days 10-31 days ARO estimated based on stock	
Name of Firm:					
Adorama Inc.					
IFB #:					
FY24 SB224					
IFB Name:					
FY24 SB224 Catalytic Converter Grant					

AUTHORIZED AGENT – SIGNATURE AND CONTACT INFORMATION

The Respondent's authorized agent must sign this document to acknowledge they read this solicitation carefully and completely, and the information submitted is true and correct.

SIGNATURE OF AUTHORIZED AGENT:	<i>Caroline Brzuszek-Egan</i>
PRINTED NAME OF AUTHORIZED AGENT:	Caroline Brzuszek-Egan
TITLE OF AUTHORIZED AGENT:	Bid Coordinator
DATE OF SIGNATURE:	10/30/2024

ATTACHMENT C: SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH

This project is funded by Coronavirus State and Local Fiscal Recovery Funds which requires all contractors and vendors to be in good standing according to SAM.gov and the Texas State Comptroller's office.

Verification of SAM.gov Status

1. Respondent must not be suspended or debarred at the time of the proposal submittal. The proposal response package must include a completed Non-Debarment Certification Form located **on the next page** herein.
2. All Respondents must be pre-vetted for eligibility to perform the outlined Grant funded scope of work. A printed screenshot from the SAM.gov website verifies whether the Vendor is excluded from contract participation at the federal level.

Contract Award

The Grant Award Recipient must verify the SAM.gov status of the Respondent(s) selected for contract award prior to execution of the contract as stated in the Non-Debarment Certification Form. The final verification of the Respondent's SAM.gov status is completed prior to contract award, and in addition to the initial verification documentation provided with the proposal response submittal.

ATTACHMENT C: SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH (CONTINUED)

NON-DEBARMENT CERTIFICATION FORM

COMPANY/ENTITY LEGAL NAME: Adorama Inc.

STREET ADDRESS: 42 West 18th Street

CITY: New York

STATE: NY

ZIP: 10011

CONTACT NAME: Caroline Brzuszek-Egan

CONTACT EMAIL: carolineb@adorama.com

CONTACT PHONE: 212-741-0401

*UEI # L43SGXYMK8H5

**TIN # 132918676

*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. All entities must be pre-vetted for eligibility/ability to perform the outlined Grant funded scope of work and a record (PDF of SAM.gov screenshot) of SAM debarment clearance must be obtained prior to entering into any final contracts. **Beneficiary Entities are required to have UEI and/or TIN.

APPLICABLE REGULATIONS: As stated in the Grant/SLFRF Terms & Conditions: "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19."

Also, Federal Executive Order (E.O.) 12549: "Debarment" requires that contractors, beneficiaries or subrecipient organizations and their principals – who are receiving awards, using federal funds, are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify you from receiving or retaining funds. Information on debarment is available at the following website: www.sam.gov

Be advised that we may pursue available remedies per 2 CFR 180.360 as an Grant recipient entity: "If a federal agency later determines that you failed to tell the [awarding agency] that you were excluded or disqualified at the time you entered into the covered transaction with that person/awarding agency, the agency may pursue any available remedies, including suspension and debarment."

[INITIAL]

CERTIFICATION & SIGNATURE

CBE We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.

CBE We hereby confirm that if that status should change within the course of this agreement, we will provide notification immediately. Failure to do so may result in this agreement's termination and/or the repayment of funds.

Your signature certifies that the information provided on this form is correct and that neither you nor your principal(s) is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

SIGNATURE *Caroline Brzuszek-Egan*

PRINTED NAME & TITLE Caroline Brzuszek-Egan ,Bid Coordinator

DATE

10/30/2024

FOR DEPARTMENT USE ONLY

SAM Debarment/Certification Record of Clearance

Yes [] No []

Note:

State of Texas Debarred Vendor List Cleared

Yes [] No []

Note:

Verified By:

Yes [] No []

Date:

ATTACHMENT D: CUSTOMER/CLIENT REFERENCES

Respondents shall use Attachment D to describe a minimum of three (3) and maximum of five (5) references for jobs, and corresponding references, completed within last five (5) years.

Respondent's Name: Adorama Inc.

The references shall illustrate recent experience successfully completing work of a similar nature and scope as the work described in this IFB. This form may be modified as needed to comply with the requirement to document company information. ***Failure to return this attachment (or a reasonable facsimile) may result in the proposal being considered non-responsive. Failure to provide references may result in the proposal being considered non-responsive.***

Attaching list of references.

REFERENCE 1:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 2:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 3:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 4:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 5:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

ATTACHMENT E: CERTIFICATE OF INSURANCE
(PROPOSAL RESPONDER SUPPLIES INSURANCE WITH THE PROPOSAL PACKAGE)

INSURANCE REQUIREMENTS

If requested, the Respondent shall supply an original, certified copy of an insurance certificate listing the Entity as additional insured. The successful Respondent will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

- a. Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00.
- b. Employers' Liability Insurance protecting Responder against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.00.
- c. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$2,000,000.00 per each occurrence/aggregate; Property Damage \$1,000,000.00 per each occurrence;
- d. Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$_____ excess of specified limits.

10/30/2024

ATTACHMENT F: ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT

Public servants are expected to conduct themselves impartially and in a manner that inspires public confidence, while ensuring that responsible contractors have fair and equal access to governmental procurement.

The City of XXX/XXX County is committed to protection of government integrity, while also facilitating the recruitment and retention of the skilled personnel necessary to support its operations. To achieve this objective, The City of XXX/XXX County has established standards of ethical conduct and conflict of interest policies and expects all vendors, contractors, and subrecipients to adhere to the same core principles as described below.

To achieve these standards, it is essential that those doing business with the City of XXX/XXX County also observe the ethical standards prescribed here.

I acknowledge that it is a breach of ethics to attempt to influence any public employee, elected official, or department head to violate the standards of ethical conduct set forth in this code.

I further acknowledge that it is a breach of ethics for any employee of City of XXX/XXX County or a vendor doing business with the City of XXX/XXX County to participate directly or indirectly in a procurement when the employee or vendor knows that:

- A. The employee or any member of the employee's immediate family or household has a substantial financial interest in a company responding to a City of XXX/XXX County procurement.
- B. A business or organization in which the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.

I understand that it is a breach of ethics to offer, give, or agree to give any employee of City of XXX/XXX County, or for any employee to solicit, demand, accept, or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or purchase request influencing the content of specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal therefore pending before City of XXX/XXX County.

I acknowledge that it is a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for City of XXX/XXX County as an inducement for the award of a contract or order.

I certify that I have read and understand the ethical standards set forth by City of XXX/XXX County and agree to comply with them in all business dealings with the City of XXX/XXX County.

Caroline Brzuszek-Egan

SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE

Caroline Brzuszek-Egan ,Bid Coordinator

PRINTED NAME, TITLE

Adorama Inc.

COMPANY

10/30/2024

DATE

(TO BE COMPLETED BY THE AWARDED VENDOR PRIOR TO CONTRACT EXECUTION)

Revised 12/22/2017

ATTACHMENT H: CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY Date Received
1 Name of vendor who has a business relationship with local governmental entity.	Adorama Inc.	
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed.		
none Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☒ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
none		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 <i>Caroline Brzuszek Egan</i> Signature of vendor doing business with the governmental entity		/ 10/30/2024 Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ATTACHMENT I: DISCLOSURE OF LOBBYING ACTIVITIES
SF-LLL CERTIFICATION REGARDING LOBBYING
(TO BE SUBMITTED WITH EACH BID OR OFFER EXCEEDING \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language in paragraphs (a) and (b) of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Adorama Inc. (insert business name), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

SIGNATURE	<i>Caroline Brzuszek-Egan</i>
NAME OF AUTHORIZED AGENT	Caroline Brzuszek-Egan
TITLE OF AUTHORIZED AGENT	Bid Coordinator
DATE	10/30/2024

DISCLOSURE OF LOBBYING ACTIVITIES – INSTRUCTIONS

Instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503. Approved by OMB 0348-0046. Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Name: Street Address: City, State, Zip: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Name: Street Address: City, State, Zip: Congressional District, if known:
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known:		9. Award Amount, if known: \$
10a. Name and Address of Lobbying Registrant Name (First, MI, Last): Street Address: City, State, Zip:		10b. Individuals Performing Services <i>(including address if different from No. 10a)</i> Name (First, MI, Last): Street Address: City, State, Zip:
11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Signature: <u>Caroline Brzuszek-Egan</u> Name: <u>Caroline Brzuszek-Egan</u> Title: <u>Bid Coordinator</u> Telephone: <u>212-741-0401</u> Date: <u>10/30/2024</u>		
Federal Use Only		Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

ATTACHMENT J: BIDDER'S CERTIFICATION

In accordance with Texas Government Code Sections 2252.001 through 2252.004 (relating to bids by nonresident contractors), the pertinent portion of the Act has been extracted and is as follows:

1. "Nonresident bidder" refers to a person who is not a resident.
2. "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

1. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
2. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that Adorama Inc. (Company Name) is a

☐ **Resident bidder of Texas** as defined in Section 2252.001(4), Texas Government Code,

OR

☒ **Nonresident bidder** as defined in Section 2252.001(3), Texas Government Code, and our principal place of business is located at New York, NY (City and State).

Note: If the Respondent is an out-of-state company, a Certificate of Authority from the Secretary of State to do business in Texas must be provided.

SIGNATURE	<i>Caroline Brzuszek-Egan</i>
NAME OF AUTHORIZED AGENT	Caroline Brzuszek-Egan
TITLE OF AUTHORIZED AGENT	Bid Coordinator
DATE	10/30/2024

ATTACHMENT K: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF _____ §

By the signature below, the signatory for the bidder certifies that neither he/she nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature: _____

Printed Name: Caroline Brzuszek-Egan

Title: Bid Coordinator

Company: Adorama Inc.

Date: 10/30/2024

SUBSCRIBED and sworn to before me the undersigned authority by _____ on
the _____ day of _____, 20____ on behalf of said bidder.

Notary Public in and for the
State of Texas

My commission expires: _____

APPENDIX I – SAMPLE CONTRACT

1. The Contractor shall be responsible for obtaining all necessary permits and licenses for the work to be performed.

2. The Contractor shall be responsible for obtaining all necessary insurance coverage for the work to be performed.

3. The Contractor shall be responsible for obtaining all necessary bonding for the work to be performed.

4. The Contractor shall be responsible for obtaining all necessary approvals for the work to be performed.

5. The Contractor shall be responsible for obtaining all necessary permits and licenses for the work to be performed.

6. The Contractor shall be responsible for obtaining all necessary insurance coverage for the work to be performed.

7. The Contractor shall be responsible for obtaining all necessary bonding for the work to be performed.

8. The Contractor shall be responsible for obtaining all necessary approvals for the work to be performed.

9. The Contractor shall be responsible for obtaining all necessary permits and licenses for the work to be performed.

10. The Contractor shall be responsible for obtaining all necessary insurance coverage for the work to be performed.

ADORAMA DRONE REFERENCES

- 1) Hamilton County EMA
18100 Cumberland Road, Noblesville, IN 46060

Contact: Steve Haston
Email: Steve.haston@hamiltoncounty.in.gov
Phone# (317) 407-9312
Project: Drones (Purchased and trained on DJI Drones)
Total Cost \$ 56,015.00

- 2) Kennewick Police Department
211 W 6th Avenue, Kennewick WA 99336

Contact: Chris Guerrero
Email: chris.guerrero@ci.kennewick.wa.us
Phone# (509) 582-1358
Project: Drone Purchase (Drone purchase)
Total Cost \$ 3,850.00

- 3) East Rutherford Police
117 Stanley St, East Rutherford, NJ 07073

Contact: Chris DeCarlo
Email: cdecarlo@erpd.org
Phone# (201) 438-0165
Project: Drone Purchase
Total Cost \$ 31,707.98

- 4) City of Madison Alabama Police
100 Hughes Rd, Madison, AL 35758

Contact: Danny Pettus
Email: danny.pettus@madisonal.gov
Phone# (256) 772-6243
Project: Drone Purchase
Total Cost \$ 6,896.00

ATTACHMENT K: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF ~~TEXAS~~ New York §
§
COUNTY OF New York §

By the signature below, the signatory for the bidder certifies that neither he/she nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature: Caroline Brzuszek-Egan

Printed Name: Caroline Brzuszek-Egan

Title: Bid Coordinator

Company: Adorama Inc.

Date: 10/30/2024

SUBSCRIBED and sworn to before me the undersigned authority by Andrea Simmon on
the 30th day of October, 20 24 on behalf of said bidder.

Andrea Simmon
Notary Public in and for the
State of ~~Texas~~ New York

Andrea Simmon
Notary Public, State of New York
Registration No. 01SI0005404
Qualified in Nassau County
Commission Expires on 4/11/2027

My commission expires: _____

Adorama Inc

42 West 18th Street

New York, NY, 10011

Bid Coordinator:

Caroline Brzuszek-Egan

carolineb@adorama.com

5.1 STATEMENT OF INTEREST

Adorama Inc. Mission Statement

We are the world's only full-service destination for photo, video, electronics and drones. We're more than a camera store—we offer the best selection and prices on professional photography and video gear, pro-audio, aerial photography and consumer electronics such as home theaters, desktop computers, laptops, iPads, home office equipment, drones and more. Equip your creativity with the best & newest Mirrorless, Point & Shoot, and DSLR photography equipment from brands like Sony, Canon and Nikon, or shop for the latest in smart tech, gaming, drones, musical instruments and recording studio gear.

About Adorama

Serving customers for more than 44 years, Adorama has grown from its flagship NYC store to be the leading online destination for imaging and consumer electronics. Adorama's vast product offerings encompass home entertainment, mobile computing, and professional video and audio, and drones; while its services include an in-house photo lab, Printique; pro equipment rental at Adorama Rental Company; and the award-winning 42West, which offers free creative education in online channels such as the popular Adorama TV.

Adorama Business Solutions

Adorama Business Solution (ABS) is Adorama's B2B division focused solely on the unique needs of corporate, educational and government institutions. ABS clients are assigned a dedicated account manager from Day 1 and benefit from a consultative sales approach to fully understand the goals of a project before receiving gear recommendations. This means clients end up purchasing gear that is the best fit for their needs and budget.

5.2 EXPERIENCE AND RELEVANT QUALIFICATIONS

Dedicated Account Manager Contact Information

Michael Glover

Email: michaelg@adorama.com

Phone: 212-741-0401 x 2135

Drone Expert Specialist Information

James Bushey

Email: jbushey@adorama.com

Phone: 262-745-5740

James Bushey, the Director of Technical Specialists at Adorama, has an extensive history in law enforcement and in Public Safety drone programs. He served as a police officer in the Town of Linn Police Department, Wisconsin since 2006, and served as the Chief of Police from 2016 to 2021. He is certified in Special Weapons and Tactics, various levels of FEMA public safety certifications, a State of Wisconsin LESB certified academy instructor, ALERRT Level 1&2 Terrorism Response, AUVSI accredits TOPS Level Pilot, ITC certified Thermographer and has logged hundreds of flight hours across his work in public safety, as a private contract commercial real estate imaging photographer, and waterway/land conservation work contractor.

5.3 CAPACITY TO PERFORM

Adorama Business is committed to providing unparalleled maintenance and support services for drones and UAS equipment, ensuring our customers benefit from reliable and efficient operational capabilities.

Maintenance Services: At the heart of our maintenance services is our Drone Service Center, fully equipped and staffed by industry-certified technicians. Our service center is adept at handling a wide range of maintenance needs, from routine check-ups to more complex repairs, ensuring your UAS equipment remains in optimal condition. For more detailed information on our comprehensive maintenance services, please refer to our forthcoming maintenance service details.

Support Services: Our support services are designed to be as accessible and responsive as possible. The Adorama Business team is available from 8 AM to 6 PM ET Monday through Thursday, and 8 AM to 2 PM ET on Friday. For agencies requiring assistance outside of these hours, we offer support through prior arrangements, ensuring you have access to the help you need, when you need it. Additionally, our online help desk is available for customers to submit requests for assistance, complemented by our Customer Service team that operates with expanded hours. This team is ready to assist with inquiries about purchases, facilitate returns, or answer any basic questions you may have.

Response Times: We understand the importance of swift support in maintaining operational readiness. Standard requests submitted by 2 PM ET are acknowledged the same day by 6 PM ET; requests submitted after 2 PM are acknowledged by 10:30 AM the next business day. Our strong

relationships with manufacturers also enable us to facilitate better service, leveraging our partnerships to expedite resolutions on behalf of our customers.

At Adorama Business, we pride ourselves on our ability to provide comprehensive support and maintenance services that meet the unique needs of our clients. Our approach ensures that agencies and organizations can rely on their UAS technology to perform when it matters most, backed by the expertise and dedication of the Adorama Business team.

Adorama Business Solutions prides itself on its exceptional track record of fulfilling orders with utmost accuracy and punctuality, a testament to our commitment to supporting our clients' missions and operational needs.

Fulfillment Timeframe: On average, Adorama Business Solutions achieves a fulfillment timeframe of 7-10 days after receipt of order (ARO) for items that we have in stock. For custom or special order products, we provide end users with estimated times of arrival (ETAs) and lead times on a project-by-project basis, ensuring transparency and alignment with project schedules.

Client Satisfaction: Our ability to meet and often exceed client expectations is a cornerstone of our service philosophy. We can provide references from other satisfied clients to underscore our proven track record in delivering on our promises. We are a current holder of numerous nationwide contracts including TIPS/TAPS, PEPPM, NPPGOV, Equalis, BuyBoard and more.

Order Management and Customer Support: The backbone of our fulfillment success is our dedicated Order

Furthermore, every public sector customer is assigned a dedicated account manager, responsible for providing an outstanding customer experience and offering support tailored to each client's unique needs and objectives.

Efficiency and Reliability: Our approach to maintaining high standards of order fulfillment accuracy and timeliness involves advanced planning and a strong emphasis on communication. Customers benefit from the proactive planning and coordination with their Account Manager, designed to meet specific deadlines and timelines.

At Adorama Business Solutions, we understand that timely and accurate order fulfillment is critical to your mission.

Our structured processes, dedicated team, and strong industry relationships enable us to uphold our commitment to reliability and excellence, making us a trusted partner in fulfilling the product and service needs of our clients.

Adorama Drones

Drones & Airframes — We handle all the prep work on the ground, so you can spend more time in the air. Adorama is the one-stop shop for all your UAS needs, from public safety to corporate or government. Our team offers a best-in-class selection of professional and DOD-approved drones such as DJI, BRINC, Autel, Freefly, and many more.

Drone Accessories — Preparation is key. Having the right accessories for your specific aerial mission is a must. ABS offers an unbeatable selection of accessories. Whether it's ND Filters, propellers, gimbals, strobe lights or landing pads, we've got you covered.

Drone Batteries & Chargers — Drive powerful results. Stay charged up and ready to fly with our impressive selection of batteries and charging accessories. Adorama stocks everything you need to master your aerial mission.

Drone Bags & Cases — There is nothing more important than having the proper protection for your equipment. Adorama Business Solutions provides the right cases and bags to fit your gear, from Nanuk to HPRC and Go Professional Cases.

Drone Remote Controls & Displays — A worthy upgrade is right at your fingertips. Adorama offers smart controllers, HDMI monitors and remote controller accessories from all the top brands – DJI, LifThor, Connex, and more.

Drone Payloads — Find the right eye in the sky for your next aerial mission. From thermal infrared cameras to high-end, professional 4k aerial imaging, our experts will set you up with best gear to suit your needs.

Drone Repair — Drones occasionally run into issue, which can result in accidents, and damaged hardware. Adorama has qualified technicians to quickly, and more importantly safely and effectively repair aircraft, ensuring drones get back up in the air in a timely manner, to complete the missions they were designed to do.

Drone Insurance — Through our partners, Adorama offers various levels of insurance for its drones, providing flexibility and assurance when launching a drone program.

Hands on Training — Adorama offers numerous UAS training programs, from its in-house ground up drone training for Public Safety, a 2-day course around basic operations, FAA regulations, search and rescue, area mapping and emergency procedures, to more niche training and assistance services like COA Development, SOP Development, photogrammetry, crime scene mapping and night and thermal operations.

Content & Drone Education — From white papers, to webinars with industry thought leaders, new product announcements, and industry case studies, Adorama creates and disseminates the most up to date educational content to keep its constituents up to date on industry developments, and new products.

For more information, visit: <https://www.adorama.com/UDrones-and-Accessories>

5.4 FINANCIAL STABILITY

Adorama Business Solutions confirms that we are financially stable and have the resources required to fully perform and meet all obligations under this contract.

5.4.1 Full Disclosure:

Adorama has no events, liabilities, or contingent liabilities that would affect our ability to fulfill this contract.

5.4.2 Additional Financial Information:

We are a division of Adorama, a well-established technology retailer with a long-standing history of financial solvency and operational stability. We would be happy to provide additional financial documents, such as a Dun & Bradstreet (D&B) report, upon request to support your evaluation.

5.5 LEGAL ACTIONS

None.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J. Klein Associates 219 Ditmas Ave Brooklyn NY 11218		CONTACT NAME: Bruchy Glick PHONE (A/C, No, Ext): E-MAIL ADDRESS: bruchy@jklein.biz FAX (A/C, No):	
INSURED Adorama Inc 42 West 18th Street New York NY 10011		INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2481500852

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			36060765	08/19/2024	08/19/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			73629578	08/19/2024	08/19/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐ OCCUR ☐ CLAIMS-MADE			78197208	08/19/2024	08/19/2025	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐	N/A		SWC1468041	11/29/2023	11/29/2024	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J. Klein



QUOTE

2479084

10/30/2024

BILLING ADDRESS:

CITY OF LA MARQUE
At: ACCOUNTS PAYABLE
1111 BAYOU ROAD
LA MARQUE, TX 77568 USA
(409) 938-9259

SHIPPING ADDRESS:

CITY OF LA MARQUE
At: CITY CLERK
431 BAYOU ROAD
LA MARQUE, TX 77568 USA
(409) 938-9259

Customer No: 19835744
Customer PO: None
Terms:

SKU#	Item	Qty	Price	Total
SKYDR4ATTWNA	SKYDIO NIGHTSENSE W/ IR ATT FOR X10	1	2,716.00	2,716.00
Mfg Item#: DR4ATTWNNAIR				
SKYDR4ATSPTL	SKY SPOTLIGHT X10	1	265.00	265.00
Mfg Item#: DR4ATTSPPL				
SKYD4ESKT1IZ	SKY X10 ST KIT IR NA + VT300-Z	1	15,335.40	15,335.40
Mfg Item#: DR4ESKT1ZG0000NA				
SKYCE300Z3YR	SKYDIO 3YR CARE FOR X10 W/ 5G + VT300-Z	1	5,249.00	5,249.00
Mfg Item#: CEDR45G300Z3YRNA				
Above item is a special order item				
SKY3DSSW105	SKYDIO 3D SCAN FOR X2E, 3 YEAR TERM	1	12,597.00	12,597.00
Mfg Item#: SKY3DSSW105NA				
SKYTRN113DR4	SKY X10 BLENDED TRAINING	1	5,605.00	5,605.00
Mfg Item#: TRN113NADR4				
Above item is a special order item				
SKYSWR5GBDR4	SKYDIO RMT FLT DECK W/ SKYDIO CONNECT	1	8,500.00	8,500.00
Mfg Item#: SWREMTLO5GBDR4				
Above item is a special order item				

Thank you for your order.

This quote was prepared by your sales representative,
Michael Glover.

To place order or for any help, call Michael Glover
at (800) 223-2500 x 2135 or email at michaelg@adorama.com

Sub Total: 50267.40
Shipping: .00
Tax: 4147.05
Quote Total: 54414.45

Any item/s showing as "back-order"?
An item listed as "back-order" is on order with the supplier and is temporarily out of stock. These items will ship soon. Most backordered items ship within 10 business days. We never charge additional shipping as a result of a back-order. Please feel free to contact us for additional info at www.adorama.com/email.

Note: Please be prudent when throwing away packaging material. It is possible to miss some contents. Checking off contents against the packing list is always a good idea. If something is indeed missing please make a claim within 5 days to be compliant with our policies.

We want to buy your used photo equipment:
In the last year alone, Adorama spent millions buying 35mm, medium / large-format, scopes, video and digital equipment. Our satisfied customers happily cashed in or traded their equipment and enjoyed our above market value payout. Adorama pays top dollar for individual items, rare pieces, collections and estates. For more information, call 1-800-223-2500 or visit us at www.adorama.com/sell and use our online quoting system.

No Hassle Return Policy:
We want you to be completely happy with your purchase from Adorama. Please see the general Return/Exchange guidelines and policy posted on our website at www.adorama.com/policy.

Adorama Access
Ask about Adorama Access.
Affordable technical support subscription plans that help you set up and get the most out of your equipment.
Online: www.adorama.com/Access
or speak to your account manager.

LOOKING FOR CASH? WE'VE GOT IT

We pay top dollar for your used photo & video equipment
To find out the value of your equipment:
online adorama.com/sell 800-223-2500 bring it 42 W 18 St NYC

Ship Via: UPS Ground Delivery

Salesman 1583 - MichiG

Printed By: MICHAELG 10/30/24 05:44 PM

Adorama

42 West 18th Street
New York, NY 10011 800-223-2500
adorama.com
info@adorama.com

QUOTE

2479084



10/30/2024

BILLING ADDRESS:

CITY OF LA MARQUE
Attn: ACCOUNTS PAYABLE
1111 BAYOU ROAD
LA MARQUE, TX 77568 USA
(409) 938-9259

SHIPPING ADDRESS:

CITY OF LA MARQUE
Attn: CITY CLERK
431 BAYOU ROAD
LA MARQUE, TX 77568 USA
(409) 938-9259

Customer No: 19835744
Customer PO: None
Terms:

SKU#	Item	Qty	Price	Total
------	------	-----	-------	-------

To email Customer Service please go to www.adorama.com/email

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An item listed as "back-order" is on order with the supplier and is temporarily out of stock. These items will ship soon. Most backordered items ship within 10 business days. We never charge additional shipping as a result of a back-order. Please feel free to contact us for additional info at www.adorama.com/email.

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Adorama Access

Ask about Adorama Access. Affordable technical support subscription plans that help you set up and get the most out of your equipment.
Online: www.adorama.com/Access
or speak to your account manager.



We pay top dollar for your used photo & video equipment

To find out the value of your equipment

online
adorama.com/sell 800-223-2500 42 W 18 St NYC
by phone bring it

Ship Via: UPS Ground Delivery

Salesman

1583 - MichlG

Printed By:

MICHAELG 10/30/24 05:44 PM



CITY COUNCIL AGENDA FORM

Meeting Date: April 28, 2025

Prepared by: Kierra Nance

Department: City Clerk

Agenda Item: 8.VIII.

Reviewed by: Galilea Berrera,
Executive Assistant

AGENDA ITEM DESCRIPTION:

Cancelling the Regular City Council Meeting scheduled for May 26, 2025 - *City Clerk*

STAFF BRIEFING:

Memorial Day, as a formal holiday, is an American holiday. It is celebrated to remember military service members who have died in the line of duty. Memorial Day was originally called Decoration Day, as the holiday was centered on decorating the graves of those who had fallen in the Civil War.

Memorial Day is a floating holiday, and always falls on the last Monday of May in the United States.

HISTORY:

- By City Charter, the City of La Marque's regularly scheduled Council Meetings are held on the second and fourth Monday of each month. City Council has the authority to make changes as necessary to those meeting dates.
- If provisional ballots are received in an election, the Secretary of State Election Calendar specifies when EVVB meets to count those ballots.
- It has been necessary in the past to cancel the second meeting in May of the La Marque City Council, due to how Memorial Day holiday falls.

FISCAL IMPACT:

None.



CITY COUNCIL AGENDA FORM

Meeting Date: April 28, 2025
Prepared by: _____
Department: City Clerk _____

Agenda Item: 8.IX.
Reviewed by: _____

AGENDA ITEM DESCRIPTION:

Requesting a Public Information Request and judicial ruling regarding a councilmember's eligibility to serve on council - *District A/ District D*

STAFF BRIEFING:

Council District A requested this item during the "Requests and Announcements" portion of the April 14, 2025 City Council meeting and sent a written request on April 16, 2025 that was supported by Council District D.

HISTORY:

see above.

FISCAL IMPACT:

unknown.

From: [Kimberley Yancy](#)
To: [Gus Knebel](#); [Kierra Nance](#); [Joshua Pritchett](#)
Cc: [James Ross](#)
Subject: Open request and subpoena
Date: Wednesday, April 16, 2025 12:02:07 AM

Dear Mr. Knebel and Kierra Nance,

On Monday, April 14th, I humbly requested during our Council meeting that our staff conduct a public information request and judicial ruling for the criminal background of Joseph Lowry that will determine if he is eligible to hold office in our city.

Mr. Lowry has shared publicly that he is a convicted felon and has been to prison twice. We need to have that record on file and determine in writing from legal counsel or a judge if he is eligible to hold office according to our own La Marque charter. We the counsel govern ourselves and this is an exercise/example of that.

The \$14,000 legal bill invoices, the chronic disrespect for decorum during council meetings, the excessive name calling and slander is disrupting the sanctity of this precious privilege of serving the people.

In summation:

The people of La Marque deserve to know if Joseph Lowry is eligible to serve even though he is a convicted felon. It was asked by a resident and now we have a duty to answer it.

We request the following:

- 1.) Criminal History from Washington State and Oregon.
- 2.) Judicial ruling in writing that he is NOT a convicted felon anymore in America and never has been a convicted felon in America.
- 3.) A letter in writing from legal counsel and our local District Attorney office that Joseph Lowry is now eligible to run for office according to what law.

This cloud of doubt must be answered.

This information needs to be included in the next meeting agenda --April 28th agenda packet if seconded by a Council member.

Sincerely,
Councilwoman Kimberley Yancy

Get [Outlook for iOS](#)

MUNICIPAL COURT

March 2025



Total Cases Pending

Traffic Misdemeanors

6272

Non-Traffic Misdemeanors

5757

New Cases Filed

Traffic Misdemeanors

602

Non-Traffic Misdemeanors

195

Disposed Cases

Traffic Misdemeanors

395

Non-Traffic Misdemeanors

127

Warrants Issued

Arrest Warrants

283

Capias Pro Fine Warrants

94

Notes :

OFFICE OF COURT ADMINISTRATION
TEXAS JUDICIAL COUNCIL



OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month March Year 2025

Municipal Court for the City of La Marque

Presiding Judge Kerry Pettijohn

If new, date assumed office _____

Court Mailing Address 1111 Bayou Road

City La Marque , Tx Zip 77568

Phone Number (409) 938-9245

Fax Number _____

Court's Public Email court@cityoflamarque.org

Court's Website www.ci.la-marque.tx.us

THE ATTACHED IS A TRUE AND ACCURATE REFLECTION OF THE RECORDS OF THIS COURT

Prepared by Stacy Froeschner

Date 2025-04-03 Phone Number _____

PLEASE RETURN THIS FORM NO LATER THAN 20 DAYS FOLLOWING THE END OF THE MONTH REPORTED TO:

OFFICE OF COURT ADMINISTRATION
P O BOX 12066
AUSTIN, TX
78711-2066

PHONE: (737) 295-2330
FAX: (512) 463-1648

CRIMINAL SECTION

Court		Traffic Misdemeanors			Non-Traffic Misdemeanors		
Month	Year	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
March	2025						
1. Total Cases Pending First of Month:		6,062	0	3	3,336	1,891	462
a. Active Cases		1,386	0	1	240	209	158
b. Inactive Cases		4,676	0	2	3,096	1,682	304
2. New Cases Filed During Month		602	0	0	85	59	51
3. Cases Reactivated		127	0	1	73	51	8
4. All Other Cases Added		0	0	0	0	0	0
5. Total Cases on Docket (Sum of Lines 1a,2,3&4)		2,115	0	2	398	319	217
6. Dispositions Prior to Court Appearance of Trial:							
a. Uncontested Dispositions							
(Disposed without appearance before a Judge (CCP Art. 27.14))		272	0	0	57	37	10
b. Dismissed by Prosecution		18	0	0	1	1	0
7. Final Disposition in Open Court or at Trial:							
a. Convictions							
1) Guilty Plea or Nolo Contendere		0	0	0	0	0	0
2) By the Court		0	0	0	0	0	0
3) By the Jury		0	0	0	0	0	0
b. Acquittals:							
1) By the Court		0	0	0	0	0	0
2) By the Jury		0	0	0	0	0	0
c. Dismissed by Prosecution		1	0	0	1	0	0
8. Compliance Dismissals:							
a. After Driver Safety Course (CCP, Art. 45.0511)		14					
b. After Deferred Disposition (CCP, Art. 45.051)		52	0	0	8	6	4
c. City After Teen Court (CCP, Art. 45.052)		0	0	0	0	0	0
d. After Tobacco Awareness Course (HSC, Sec. 161.253)						0	
e. After Treatment for Chemical Dependency (CCP, Art. 45.053)					0	0	
f. After Proof of Financial Responsibility (TC, Sec. 601.193)		5					
g. All Other Transportation Code Dismissals		31	0	0	0	0	0
9. All Other Dispositions		2	0	0	1	1	0
10. Total cases Disposed (Sum of lines 6,7,8&9)		395	0	0	68	45	14
11. Cases Placed on Inactive Status		137	0	0	90	56	14
12. Total Cases Pending End of Month:		6,269	0	3	3,353	1,905	499
a. Active Cases (Equals Lines 5 minus the sum of Lines 10&11)		1,583	0	2	240	218	189
b. Inactive Cases (Equals Line 1b minus Lines 3 plus Line 11)		4,686	0	1	3,113	1,687	310
13. Show Cause and Other Required Hearings Held		223	0	0	88	65	3
14. Cases Appealed:							
a. After Trial		0	0	0	0	0	0
b. Without Trial		0	0	0	0	0	0

OFFICE OF COURT ADMINISTRATION
TEXAS JUDICIAL COUNCIL



OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month March Year 2025

Municipal Court for the City of La Marque

Presiding Judge Kerry Pettijohn

If new, date assumed office _____

Court Mailing Address 1111 Bayou Road

City La Marque, Tx Zip 77568

Phone Number (409) 938-9245

Fax Number _____

Court's Public Email court@cityoflamarque.org

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a. Uncontested Dispositions (Disposed without appearance before a judge (CCP Art. 27.14))		272	0	0	57	37	10
b. Dismissed by Prosecution		18	0	0	1	1	0
7. Final Disposition in Open Court or at Trial:							
a. Convictions							
1) Guilty Plea or Nolo Contendere		0	0	0	0	0	0
2) By the Court		0	0	0	0	0	0
3) By the Jury		0	0	0	0	0	0
b. Acquittals:							
1) By the Court		0	0	0	0	0	0
2) By the Jury		0	0	0	0	0	0
c. Dismissed by Prosecution		1	0	0	1	0	0
8. Compliance Dismissals:							
a. After Driver Safety Course (CCP, Art. 45.0511)		14					
b. After Deferred Disposition (CCP, Art. 45.051)		52	0	0	8	6	4
c. City After Teen Court (CCP, Art. 45.052)		0	0	0	0	0	0
d. After Tobacco Awareness Course (HSC, Sec. 161.253)						0	
e. After Treatment for Chemical Dependency (CCP, Art. 45.053)					0	0	
f. After Proof of Financial Responsibility (TC, Sec. 801.193)		5					
g. All Other Transportation Code Dismissals		31	0	0	0	0	0
9. All Other Dispositions		2	0	0	1	1	0
10. Total cases Disposed (Sum of lines 6,7,8&9)		395	0	0	68	45	14
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12. Total Cases Pending End of Month:		6,269	0	3	3,353	1,905	499
a. Active Cases (Equals Lines 5 minus the sum of Lines 10&11)		1,583	0	2	240	218	189
b. Inactive Cases (Equals Line 1b minus Lines 3 plus Line 11)		4,686	0	1	3,113	1,687	310
13. Show Cause and Other Required Hearings Held		223	0	0	88	65	3
14. Cases Appealed:							
a. After Trial		0	0	0	0	0	0
b. Without Trial		0	0	0	0	0	0

CIVIL / ADMINISTRATIVE SECTION

Court	
Month March Year 2025	
1. Total Cases pending First of Month:	0
a. Active Cases	0
b. Inactive Cases	0
2. New Cases Filed	0
3. Cases Reactivated	0
4. All Other Cases Added	0
5. Total Cases on Docket (Sum of Lines 1a,2,3,&4)	0
DISPOSITIONS	
6. Uncontested Civil Fines or Penalties	0
7. Default Judgments	0
8. Agreed Judgments	0
9. Trial Hearing by Judge/Hearing Officer	0
10. Trial by Jury	0
11. Dismissed for Want of Prosecution	0
12. All Other Dispositions	0
13. Total Cases Disposed (Sum of Lines 6 thru 12)	0
14. Cases Placed on Inactive Status	0
15. Total Cases Pending End of Month:	0
a. Active Cases (Equals Line 5 minus the sum of Lines 13&14)	0
b. Inactive Cases (Equals Line 1b minus Line 3 plus Line 14)	0
16. Cases Appealed:	
a. After Trial	0
b. Without Trial	0

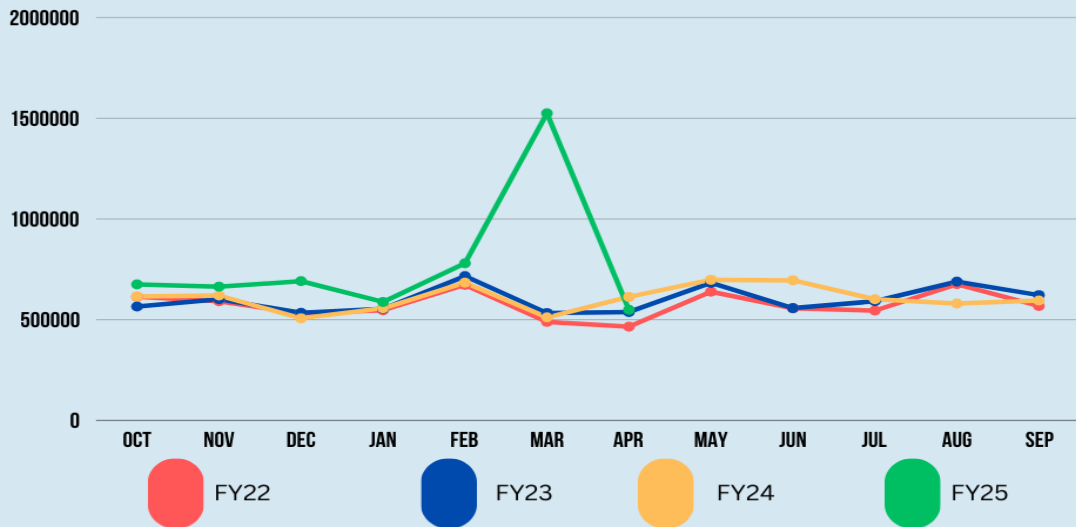
JUVENILE / MINOR ACTIVITY

Court	
Month March Year 2025	
1. Transportation Code Cases Filed	4
2. Non-Driving Alcoholic Beverage Code Cases Filed	0
3. Driving Under the Influence of Alcohol Cases Filed	0
4. Drug Paraphernalia Cases Filed (HSC, Ch. 481)	0
5. Tobacco and E-Cigarettes Cases Filed (HSC, Sec. 161.252)	4
6. Truancy Cases Filed (Fam. Code, Sec. 65.003(a))	0
7. Education Code Cases Filed	0
8. Violation of Local Daytime Curfew Ordinance Cases Filed (Local Govt. Code, Sec. 341.905)	0
9. All Other Non-Traffic Fine-Only Cases Filed	4
10. Transfer to Juvenile Court:	
a. Mandatory Transfer (Fam.Code, Sec. 51.08(b)(1))	0
b. Discretionary Transfer (Fam.Code, Sec. 51.08(b)(1))	0
11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct) (CCP, Art. 45.05(c)(1))	0
12. Held in Contempt by Criminal Court(Fined and/or Denied Driving Privileges) (CCP, Art. 45.050(c)(2))	0
13. Juvenile Statement Magistrate Warning:	
a. Warnings Administered	0
b. Statements Certified (Fam.Code, Sec. 51.095)	0
14. Detention Hearings Held (Fam. Code, Sec. 54.01)	0
15. Orders for Non-Secure Custody Issued	0
16. Parent Contributing to Nonattendance Cases Filed (Ed. Code, Sec. 25.093)	0

ADDITIONAL ACTIVITY

Court		NUMBER GIVEN	NUMBER REQUESTS FOR COUNSEL
Month	Year		
March	2025		
1. Magistrate Warnings:			
a. Class C Misdemeanors		118	
b. Class A and B Misdemeanors		0	0
c. Felonies		0	0
			TOTAL
2. Arrest warrants Issued:			
a. Class C Misdemeanors			283
b. Class A and B Misdemeanors			0
c. Felonies			0
3. Capiases Pro Fine Issued			94
4. Search Warrants Issued			0
5. Warrants for Fire, Health and Code Inspections Filed (CCP, Art. 1805)			0
6. Examining Trials Conducted			0
7. Emergency Mental Health Hearings Held			0
8. Magistrate's Orders for Emergency Protection Issued			0
9. Magistrate's Orders for Ignition Interlock Device Issued (CCP, Art. 17.44)			0
10. All Other Magistrate's Orders Issued Requiring Conditions for release on Bond			0
11. Driver's License Denial, Revocation or Suspension Hearings Held (IC, Sec.521.300)			0
12. Disposition of Stolen Property Hearings Held (CCP, Ch. 47)			0
13. Peace Bond Hearings Held			0
14. Cases in which Fine and Court Costs Satisfied by Community Service:			0
a. Partial Satisfaction			0
b. Full Satisfaction			0
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit			0
16. Cases in Which Fine and Court Costs Waived for Indigency			21
17. Amount of Fines and Court Costs Waived for Indigency			\$11,760.38
18. Total Fines, Court Costs and Other Amounts Collected:			
a. Retained by City			\$104,172.24
b. Remitted to State			\$40,713.67
c. Total			\$144,885.91

SALES TAX REVENUE



	2021-22	2022-23	2023-24	2024-25	Variance	% Change
Oct	614,387	564,989	615,789	675,021	59,232	9%
Nov	591,122	601,617	619,862	663,539	43,677	7%
Dec	531,587	534,367	507,167	691,472	184,305	36%
Jan	546,590	553,612	556,087	588,022	31,935	5%
Feb	672,968	715,843	684,276	780,118	95,842	14%
Mar	488,951	533,386	511,172	1,524,252	1,013,079	198%
Apr	465,157	538,045	613,321	549,469	-63,852	-10%
May	638,759	682,998	698,196			
Jun	556,317	557,247	695,669			
Jul	545,362	591,396	601,266			
Aug	676,212	688,897	579,960			
Sept	568,161	622,050	595,534			
Total	<u>6,895,574</u>	<u>7,184,447</u>	<u>7,278,299</u>	<u>5,471,894</u>	<u>1,364,220</u>	<u>45%</u>

Total Sales Tax - City portion \$ 412,102.01
Total Sales Tax - EDC portion \$ 137,367.34

Note: It was cautioned to the Finance Director that even though payments released by the Comptroller are not precluded from future audit review and potential deallocation there is always a possibility that the payment could be deallocated if the taxpayer is audited, even though the payment was held

2025 NRA Foundation State Fund

From The NRA Foundation Grant Program <no-reply@email.zenginehq.com>

Date Mon 3/10/2025 10:38 AM

To Alice Ashley <a.ashley@cityoflamarque.org>

[External Email] This message originated from outside your organization.

25TXE057

City of La Marque

Project: Community Policing for a Safer La Marque: Police Explorer Firearm Safety Program

Congratulations! The NRA Foundation has approved the State Fund Committee's recommendation for support of your program.

Grant awards not claimed by June 1st will be revoked and returned to the State Fund.

The NRA Foundation wishes you the best of luck in the successful completion of your project.

Sincerely,

The NRA Foundation Grant Program

grantprogram@nrahq.org

SENIOR SAFETY SUMMIT

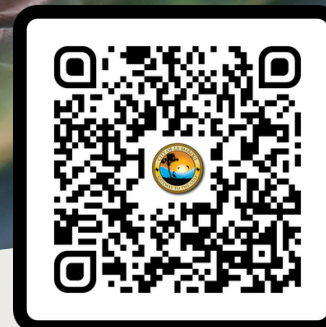


*Hurricane
Preparedness*



**29
APRIL**

9AM – 11AM



**COMMUNITY BRUNCH
SAFETY SEMINAR
CAMERA REGISTRY**

**El Lugar Event Center
1202 1st St.
La Marque, TX 77568**

**FREE COMMUNITY
EVENT!**

While the event is free,
registration is required
as seating is limited.
Please RSVP at:

qrcode.cityoflamarque.org/seniorsafety

SAVE THE DATE 2025

MAY 17

**HURRICANE HUDDLE
& COMMUNITY FAIR**

JUNETEENTH GALA

JUNE 18

JULY 5

**LIFE AND LIBERTY
CELEBRATION**

Visit our website to stay up to date!

CITYOFLAMARQUE.ORG

HURRICANE HUDDLE & COMMUNITY FAIR

May 17, 2025

10am-12pm

Central Fire Station

750 Saltgrass Point Rd.

La Marque, TX 77568



Activities

- Hurricane Preparedness
- Touch-a-Truck
- Giveaways
- Bounce House
- Community Partners
- City Department Reps
- K9 Demo
- Q & A Session and more!



For more information visit
qrcode.cityoflamarque.org/hurricanehuddle