

**CALL TO ORDER** – Mayor Golden

**STATUTORY PUBLIC COMMENT PERIOD** -Any member of the public wishing to make public comment as allowed by Tennessee Statutes and governing rules of the body as allowed should notify the chair or secretary of the meeting of their desire to do so or when the "Public Comment Period" is called by the chair, and they will requested to identify themselves and their topic by preparation of a form and then be allowed to speak consistent with those statutes and rules. The Required form and governing rules of the body are available from the Chair of the meeting or from the Mayor's office.

**PRESENTATIONS**

1. All Pro Dad Chapters Presentation – Steven Oldham
2. Proclamation - Employee Appreciation Month

**PUBLIC HEARING ZONING RESOLUTIONS**

**CZ-09-2024** Application of Analeasa Harper from AG to E-1

**CLOSE PUBLIC HEARING****RESOLUTIONS**

- 25-1-1\*** Resolution to Authorize Cooperative Purchasing Agreements of the Use and Benefit of All Montgomery County Departments
- 25-1-2\*** Resolution to Adopt the 2025 Legislative Agenda as Presented by the Legislative Liaison Committee
- 25-1-3\*** Resolution Amending the Budget of Montgomery County to Appropriate Funds to Reclassify Two Positions Within the Accounts and Budgets Department
- 25-1-4\*** Resolution Amending the Budget of Montgomery County to Appropriate Funds to Add a Grants Analyst Position to the Accounts & Budgets Department to Coordinate and Manage Opioid Settlement Funds
- 25-1-5\*** Resolution of the Montgomery County Board of Commissioners to Appropriate Funds for the Montgomery County Highway Department to Purchase Furniture and Other Data Supplies and Services for the New Highway Building
- 25-1-6\*** Resolution to Request the Tennessee General Assembly to Amend Existing General Law to Allow Delegation of Authority to Establish Speed Zones on County Roads to County Highway Department

**\* CONSENT AGENDA CONSIDERATION**

*Items in this portion of the agenda are considered to be routine and non-controversial by the County Commission and may be approved by one motion; however, a member of the County Commission may request that an item be removed for separate consideration.*

## **RESOLUTION ADDED AFTER BUDGET MEETING – MUST SUSPEND THE RULES AT FORMAL**

- 25-1-7** Resolution to Amend Resolution 24-12-10 Accepting Donated Property of Value at Gholson Road, Map and Parcel 124/038.02 and North Lock B Road, Map and Parcel 125/002.04

### **DISCUSSION**

### **REPORTS FOR APPROVAL**

1. \* Commission Minutes Dated December 9, 2024
2. \* County Clerk's Report and Notary List
3. \* Nominating Committee Nominations
4. \* County Mayor Appointments & Nominations

### **VERBAL REPORTS**

1. School Board Liaison – Commissioner Nathan Burkholder
2. Highway Liaison – Commissioner Joe Smith
3. Health Council – Commissioner Jason Knight

### **REPORTS FILED**

1. Building & Codes Monthly Reports

### **ANNOUNCEMENTS**

### **ADJOURN**

# MONTGOMERY COUNTY GOVERNMENT



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## PROCLAMATION

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### By The County Mayor

- WHEREAS,** *the beginning of a new year provides a special opportunity to highlight the achievements and contributions of all employees, encouraging them to continue their exceptional work throughout the year; and*
- WHEREAS,** *their hard work and commitment contribute significantly to ensuring the delivery of quality services to the taxpayers and citizens of Montgomery County, Tennessee; and*
- WHEREAS,** *recognizing employees boosts morale, increases engagement, and strengthens the bond between employees and the organization, leading to improved job satisfaction and loyalty; and*
- WHEREAS,** *taking a moment to say "Thank You" is not enough, so we are setting aside a whole month to show our gratitude and celebrate all the awesome things they do; and*
- WHEREAS,** *employees are the backbone of our organization and play a vital role in its success and growth, bringing talent and innovation to their roles every day; and*
- WHEREAS,** *it is fitting to set aside time to acknowledge the dedication and tireless efforts of our employees, who are instrumental in making Montgomery County the best place to live, play, work and worship.*

**NOW, THEREFORE, I, WES GOLDEN,** *mayor of Montgomery County, Tennessee, do hereby proclaim the month of January 2025, as*

### **"EMPLOYEE APPRECIATION MONTH"**

*in gratitude and appreciation for the hardworking, dedicated employees of Montgomery County. We could not imagine a better group of people to call our work family.*

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**Montgomery County Mayor**

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF  
COMMISSIONERS AMENDING THE ZONE CLASSIFICATIONS OF THE  
PROPERTY OF ANALEASA HARPER**

**WHEREAS**, an application for a zone change from AG - Agricultural District to E-1 - Single-Family Estate District has been submitted by Analeasa Harper

**WHEREAS**, said property is identified as County Tax Map 100 , parcel 002.00 , containing 2.35 acres, situated in Civil District 13, located on a A tract of land fronting on the northern frontage of Ussery Rd. S., 47 +/- feet northwest of the Ussery Rd. S and Lewis Ln. intersection. ; and


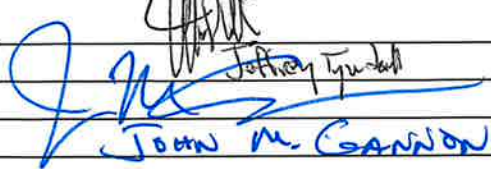
**WHEREAS**, said property is described as follows:

Beginning at a new iron pin in the north right-of-way line of Ussery Road, said pin being located North 42 Degrees 27 Minutes 02 Seconds West 47.82 feet from the centerline intersection of Lewis Lane and Ussery Road; thence along said right-of-way line North 74 Degrees 06 Minutes 45 Seconds West 327.32 feet to a new iron pin; thence leaving said right-of-way line along the Laurin Ussery Property (Volume 1900, Page 1870) for the next three calls as follows: along an existing fence North 19 Degrees 31 Minutes 17 Seconds East 340.79 feet to an existing oak stump at the fence corner; thence along an existing fence South 72 Degrees 37 Minutes 42 Seconds East 280.77 feet to a new iron pin, said iron pin being located along the eastern edge of a private driveway; thence along said driveway South 11 Degrees 35 Minutes 03 Seconds West 333.78 feet to the point of beginning containing an area of 2.35 acres as surveyed by Ben R. Weakley, RLS 1457 of Weakley Brothers Engineering on December 15, 2023, Job Number 23-766.

**WHEREAS**, the Planning Commission staff recommends approval and the Regional Planning Commission recommends approval of said application.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular session on Monday, January 13, 2025, that the zone classification of the property of Analeasa Harper from AG - Agricultural District to E-1 - Single-Family Estate District is hereby approved.

**Duly passed and approved this Monday, January 13, 2025**

Sponsor's Signature	
Sponsor's Printed Name	Jethro Tyndall
Commissioner's Signature	
Commissioner's Printed Name	JOHN M. CANNON
Approved	
	Wes Golden, County Mayor



## COUNTY ZONING ACTIONS

The following case(s) will be considered for action at the formal session of the Board of County Commissioners meeting on: January 13, 2025. The public hearing will be held on: January 6, 2025.

1. **Zoning Case # CZ-09-2024**

Amending the Zoning Resolution Map of Montgomery County, application of Analeasa Harper, for Zone Change on A tract of land fronting on the northern frontage of Ussery Rd. S., 47 +/- feet northwest of the Ussery Rd. S and Lewis Ln. intersection from AG - Agricultural District to E-1 - Single-Family Estate District .

**RPC Staff: Approval**

**RPC Commission: Approval**

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CLARKSVILLE-MONTGOMERY COUNTY  
**REGIONAL PLANNING COMMISSION**  
**ZONING REPORT**  
Dec 20, 2024

**Case: CZ - 09 - 2024**

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**General Information:**

**Applicant:** Analeasa Harper

**Tax Map:** 100    **Parcel(s):** 002.00

**Acreage to Be Rezoned:** 2.35 +/-

**Present Zoning:** AG - Agricultural District

**Proposed Zoning:** E-1 - Single-Family Estate District

**Extension of Zoning Classification:**

**Property Location:** A tract of land fronting on the northern frontage of Ussery Rd. S., 47 +/- feet northwest of the Ussery Rd. S and Lewis Ln. intersection.

**Description of Property:** A wooded parcel with slight slope.

**City Council Ward:**   **County Commission District:** 6 **Civil District:** 13

**Growth Plan Area:** PGA   **Planning Area:** Cumberland South River

**Applicant's Statement:** To be able to minor plat into two parcels

**Previous Zoning History:**

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**Department Comments:**

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**1. Utility District Comments:** No Comment(s) Received

**2. City Street Dept / County Highway Dept Comments:** Department responded. No concerns listed.

**3. Drainage Comments:**

**4. Clarksville Dept of Energy / Cumberland Electric Membership Corp:**No Comment(s) Received

## Case: CZ - 09 - 2024

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**5. Clarksville Fire Rescue / Emergency Management Agency Comments:** No Comment(s) Received

**6. Police Dept / Sheriff's Office Comments:**

**7. City Building Dept / County Building Dept Comments:** Department responded. No concerns listed.

**8. Fort Campbell Comments:**

**9. Clarksville Montgomery County School System:** CZ 09 2024: Cumberland Heights is at 74% capacity with 0 portables. Montgomery Central Middle School is at 96% capacity and currently has 4 portable classrooms. Montgomery Central High is at 81% capacity and has 0 portables. This continued growth necessitates additional action to address building capacity and school bus transportation needs in Montgomery County. This development could add additional students, and require additional infrastructure and funding.

**Elementary:** Cumberland Heights **Middle:** Montgomery Central **High:** Montgomery Central

**10. Other Comments:**

### Planning Staff's Study and Recommendation:

**1. Impact of Proposed Use on Surrounding Development:**  
Increased single family residential density,

**2. Site Infrastructure:**

**Water Source:** Cumberland Heights UD

**Sewer Source:** Septic

**Road Access:** Ussery Road South

**Drainage Comments:**

**Karst Topographic Features:**

**3. Residential Development Estimates:**

Applicant's

**Lots / Units:**

**Population:**

Historic

## Case: CZ - 09 - 2024

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**Lots / Units:** 2

**Population:** 5

### **4. Planning Area:**

Cumberland South River

### **5. Future Land Use Map:**

Rural Reserve

### **6. Staff Recommendation:**

Approval

### **Recommendation Reasoning:**

This request is consistent with the overall goals & objectives of the adopted Clarksville-Montgomery County Comprehensive Plan.

This request will permit the division of an existing 2.35 acre parcel into two single family residential lots in close proximity to Cumberland Heights Elementary School and a commercial investment node identified Comp Plan.

This request is in character with the surrounding development pattern in the immediate area.

No adverse environmental issues have been identified as part of this request.





**CZ-09-2024**

**APPLICANT:**  
ANALEASA HARPER

**REQUEST:**

**AG**  
**TO**  
**E-1**

**MAP & PARCEL**  
100 00200


**ACRES +/-**  
2.35


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0 500 1,000  
Feet



12/20/2024

 CZ-09-2024

 Parcels

**ZONING**





**CZ-09-2024**

**APPLICANT:**  
ANALEASA HARPER

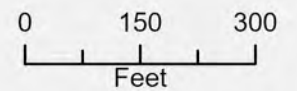
**REQUEST:**


**AG**  
**TO**  
**E-1**


**MAP & PARCEL**  
100 00200

**ACRES +/-**  
2.35

Scale: 1:3,000



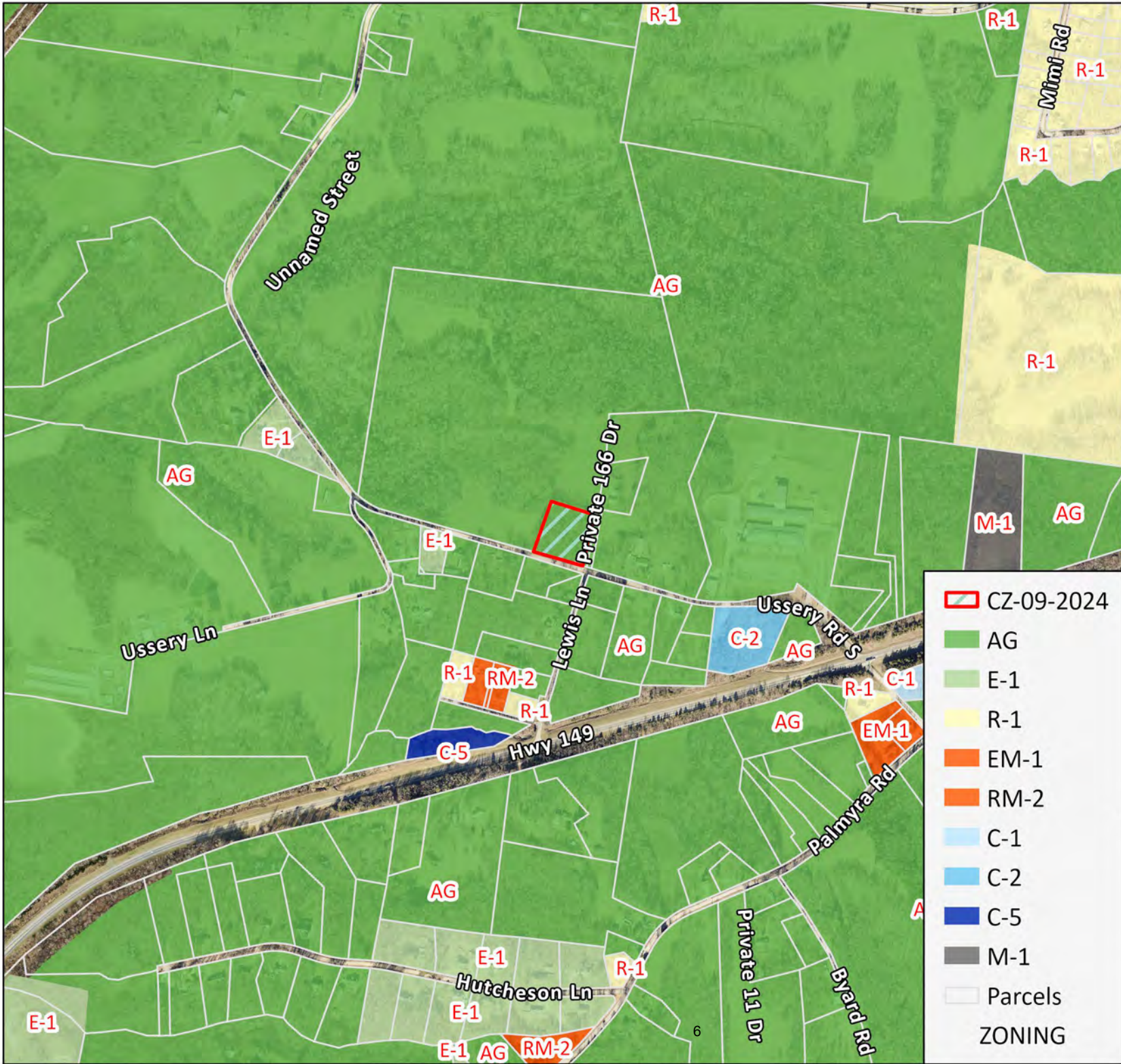
 **CZ-09-2024**

 **Parcels**

**ZONING**

12/20/2024





**CZ-09-2024**

**APPLICANT:**  
ANALEASA HARPER

**REQUEST:**

**AG**  
**TO**  
**E-1**

**MAP & PARCEL**  
100 00200

**ACRES +/-**  
2.35

Scale: 1:10,000

0 500 1,000  
Feet

12/20/2024

**RESOLUTION TO AUTHORIZE COOPERATIVE PURCHASING AGREEMENTS  
FOR THE USE AND BENEFIT OF ALL MONTGOMERY COUNTY DEPARTMENTS**

**WHEREAS**, the Tennessee Code Annotated (TCA) § 12-3-1205 allows for master cooperative purchasing agreements upon the approval and consent of the local legislative body; and

**WHEREAS**, cooperative purchasing agreements allow local governments to purchase goods and services from other local, state and national cooperative purchasing alliances that have been competitively bid under the same circumstances required by law by the purchasing entity; and

**WHEREAS**, these master cooperative agreements reduce time and personnel resources needed to competitively bid goods and services at the local level, but still allow local governments to take advantage of the lowest and best pricing available for the needed goods and services; and

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on this 13<sup>th</sup> day of January 2025, that that we agree to the terms of the law and authorize use of the following master cooperative purchasing agreements:

1. Sourcewell Cooperative Purchasing Program
2. OMNIA Partners
3. Houston-Galveston Area Council
4. NASPO Valuepoint

**BE IT FURTHER RESOLVED** that the established list of authorized cooperative purchasing agreements may be amended at any time by the Montgomery County Board of Commissioners.

**Duly passed and approved this 13<sup>th</sup> day of January 2025.**

Sponsor

  
Elizabeth Black, Purchasing Agent

Commissioner

  
John Cannon

Approved

Wes Golden, County Mayor

Attested

Teresa Cottrell, County Clerk

## **Sourcewell Cooperative Purchasing Program Participation Agreement**

This Participation Agreement is between Sourcewell and Participating Entity to provide access to Sourcewell's Cooperative Purchasing Program. Sourcewell's Board of Directors has approved these terms and conditions through operation of this intergovernmental Participation Agreement. Participating Entity approves this Agreement upon registration with Sourcewell.

### **Section 1: Authority**

1.1 Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3.

1.2 Sourcewell is authorized to provide a Cooperative Purchasing Program by Minn. Stat. § 123A.21, subd. 7(23) to Participating Entities.

1.3 Sourcewell's cooperative purchasing master agreements are offered through Minn. Stat. § 471.59 and this Participation Agreement. The Sourcewell Board of Directors has approved these participation terms, and Sourcewell is authorized to enter this interlocal or joint powers agreement with an eligible Participating Entity through this Participation Agreement.

1.4 Participation in Sourcewell's Cooperative Purchasing Program is open to eligible Participating Entities. A Participating Entity is any eligible entity registering with Sourcewell, including: any government unit, including a state, city, county, town, village, school district, political subdivision of any state, federally recognized Indian tribe, any agency of the United States, any instrumentality of a governmental unit, any other entity as defined in Minn. Stat. § 471.59 Subd. 1(b).

1.5 Participating Entity and Sourcewell agree this Participation Agreement is for the purpose of allowing access to available Sourcewell Cooperative Purchasing Program master agreements with awarded Suppliers.

1.6 Participating Entity represents, through an authorized signatory, it is eligible for participation as defined in this Agreement.

### **Section 2: General Terms**

2.1 Sourcewell will make its Cooperative Purchasing Program available to Participating Entity. Sourcewell master agreements are provided to Participating Entity "as is." Sourcewell makes no representation as to warranties of quality, merchantability, or fitness for a particular purpose for any purchase through a Supplier. Participation in the Program is voluntary and non-exclusive.

2.2 To purchase from Sourcewell master agreements, Participating Entity and Supplier will execute a Transaction Document(s) as mutually agreed. Participating Entity will be responsible for all aspects of its purchase, including ordering, inspecting, acceptance, payment, and any other



material terms as negotiated directly with Supplier.

2.3 The Parties to this Agreement will adhere to all applicable laws concerning the procurement in its respective jurisdiction.

2.4 Access to the Cooperative Purchasing Program is effective upon the date of Participating Entity's completed registration. The Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party.

2.5 Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other Party.

2.6 There will be no financial remunerations by or obligations upon Participating Entity for participation in Sourcewell Cooperative Purchasing Program.

2.7 Sourcewell's Cooperative Purchasing Program master agreements will be procured in compliance with Minnesota law and the Sourcewell Cooperative Purchasing Program.

2.8 The records and documents related to this this Agreement are subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

### Section 3: Approval

The Sourcewell Board of Director has approved this Policy effective January 1, 2024.

#### Sourcewell:

DocuSigned by:  
By Greg Zylka  
68D4B3269B484F1...  
Authorized Signature – Signed

By Greg Zylka  
Name – Printed  
Title Sourcewell Board of Directors Chair  
Date 1/22/2024 | 8:34 PM CST

DocuSigned by:  
By Linda Arts  
DEF5785E1EAD4CF...  
Authorized Signature – Signed

By Linda Arts  
Name – Printed  
Title Sourcewell Board of Directors Clerk  
Date 1/23/2024 | 2:01 PM CST

#### Participating Entity:

By \_\_\_\_\_  
Authorized Signature – Signed

By \_\_\_\_\_  
Name – Printed  
Title \_\_\_\_\_  
Date \_\_\_\_\_



## Organization Information

Indicate an address to which correspondence may be delivered.

Organization Name\*

Address\*

City\*

State Code\*  Zip Code\*

Country\*

Employer Identification Number

Website

Contact person\* (First, Last)

Job Title\*

### Job Role

- ☐ Administrator
- ☐ Department Head
- ☐ Department Purchaser
- ☐ Human Resources
- ☐ Procurement Officer
- ☐ Teacher
- ☐ Other

### Department

- ☐ Administration
- ☐ Dining/Food Service
- ☐ Facilities/Operations
- ☐ Fleet/Transportation
- ☐ Human Resources
- ☐ Information Technology
- ☐ Parks, Recreation & Athletics
- ☐ Public Safety/Security
- ☐ Public Works/Utilities
- ☐ Purchasing & Finance

Email\*

Phone\*

### Email completed agreement to:

service@sourcewell-mn.gov

### You may also mail the completed agreement to:

Sourcewell  
202 12th Street NE  
P.O. Box 219  
Staples, MN 56479

## Organization Type:

**Government**

- ☐ County
- ☐ Federal
- ☐ Municipality
- ☐ Province/Territory
- ☐ Special District
- ☐ State
- ☐ Township
- ☐ Tribal

**Education**

- ☐ Local Education Agency (Public K-12 and Pre-K)
- ☐ Private Local Education Agency (Private K-12)
- ☐ Private Higher Education
- ☐ Public Higher Education

**Nonprofit**

Documentation demonstrating nonprofit status is required when submitting application.

- ☐ Church
- ☐ Medical Facility
- ☐ Other

**Referred by**

- ☐ Advertisement
- ☐ Colleague/Friend
- ☐ Conference/Trade Show \_\_\_\_\_
- ☐ Supplier
- ☐ Search Engine/Web Search
- ☐ Sourcewell Employee

*\*Denotes required information*



## TERMS AND CONDITIONS OF MEMBERSHIP

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies (“**Participating Public Agencies**”), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector) or any successor website), or by executing a copy of this Agreement.

### RECITALS

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject

to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA

PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

**Participating Public Agency:**

**OMNIA Partners, as the cooperative  
administrator on behalf of Principal  
Procurement Agencies:**

**OMNIA PARTNERS, PUBLIC SECTOR,  
INC.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title and Agency Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Sarah E. Vavra

\_\_\_\_\_  
Name

Sr. Vice President, Public Sector Contracting

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - H2O Partners, Inc. - Public Services - ID: 7252

## MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and H2O Partners, Inc., hereinafter referred to as the Contractor, having its principal place of business at 260 Addie Roy Road, Suite 150, Austin, TX 78746.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

### **ARTICLE 1: LEGAL AUTHORITY**

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

### **ARTICLE 2: APPLICABLE LAWS**

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

### **ARTICLE 3: PUBLIC INFORMATION**

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

### **ARTICLE 4: INDEPENDENT CONTRACTOR**

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

#### **ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR**

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

#### **ARTICLE 6: SUSPENSION AND DEBARMENT**

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

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

#### **ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)**

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

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 task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
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.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises

such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

**Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.**

#### **ARTICLE 8: SCOPE OF SERVICES**

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

#### **ARTICLE 9: PERFORMANCE PERIOD**

This Master Agreement shall be performed during the period which begins Aug 01 2021 and ends Jul 31 2023. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

#### **ARTICLE 10: PAYMENT OR FUNDING**

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

#### **ARTICLE 11: PAYMENT FOR WORK**

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

#### **ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS**

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

#### **ARTICLE 13: REPORTING REQUIREMENTS**

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

#### **ARTICLE 14: INSURANCE**

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

#### **ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS**

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under

all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

#### **ARTICLE 16: AUDIT**

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

#### **ARTICLE 17: TAX EXEMPT STATUS**

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

#### **ARTICLE 18: EXAMINATION OF RECORDS**

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

#### **ARTICLE 19: RETENTION OF RECORDS**

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

#### **ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS**



Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

#### **ARTICLE 21: CHANGE ORDERS AND AMENDMENTS**

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

#### **ARTICLE 22: CONTRACT ITEM CHANGES**

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written

notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

## **ARTICLE 23: CONTRACT PRICE ADJUSTMENTS**

### **Price Decreases**

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

### **Price Increases**

Contractors may request a price increase for items priced as Base Bid items and Published Options after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

### **Price Changes**

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

### **Requesting Price Increase/Required Documentation**

Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at [William.Burton@h-gac.com](mailto:William.Burton@h-gac.com)

### **Review/Approval of Requests**

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

#### **ARTICLE 24: DELIVERIES AND SHIPPING TERMS**

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

#### **ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)**

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

#### **ARTICLE 26: MANUALS**

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

#### **ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS**

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

#### **ARTICLE 28: WARRANTIES, SALES, AND SERVICE**

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

#### **ARTICLE 29: TERMINATION PROCEDURES**

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

**A. *Convenience***

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

**B. *Default***

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

#### **ARTICLE 30: SEVERABILITY**

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

#### **ARTICLE 31: FORCE MAJEURE**

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

#### **ARTICLE 32: CONFLICT OF INTEREST**

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

### **ARTICLE 33: FEDERAL COMPLIANCE**

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master 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 Master 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 Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the 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 (P.L. 94-163).

**ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)**

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) 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); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

**ARTICLE 35: DOMESTIC PREFERENCE**

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, 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). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

**ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS**

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

**ARTICLE 37: INDEMNIFICATION AND RECOVERY**



H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

#### **ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

#### **ARTICLE 39: TITLES NOT RESTRICTIVE**

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

#### **ARTICLE 40: JOINT WORK PRODUCT**

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

#### **ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL**

H-GAC and the Respondent 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: (1) 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

#### **ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT**

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract

clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **ARTICLE 43: DISCRIMINATION**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

#### **ARTICLE 44: DRUG FREE WORKPLACE**

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

#### **ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS**

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

#### **ARTICLE 46: WARRANTY AND COPYRIGHT**

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

#### **ARTICLE 47: DATA HANDLING AND SECURITY**

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

#### **ARTICLE 48: DISPUTES**

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within



thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

**ARTICLE 49: CHOICE OF LAW: VENUE**

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

**ARTICLE 50: ORDER OF PRIORITY**

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

**ARTICLE 51: WHOLE MASTER AGREEMENT**

**Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided.** The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

**SIGNATURES:**

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

**H2O Partners, Inc.**

Signature   
0A988C0878D54DB...

Name Jo Ann Howard

Title President

Date 8/18/2021

**H-GAC**

Signature   
82EC270D5D81423...

Name Chuck Wemple

Title Executive Director

Date 8/23/2021

# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - H2O Partners, Inc. - Public Services - 7252

## MASTER SPECIAL PROVISIONS

**Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed.** Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

### **ARTICLE 1: BIDS/PROPOSALS INCORPORATED**

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

### **ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")**

H-GAC acknowledges that the END USER may choose to enter into an End User Master Agreement ("EUA") with the Contractor through this Master Agreement, and that the term of the EUA may exceed the term of the current H-GAC Master Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

### **ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE**

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

**EXCEPTION:** This clause shall not be applicable to prices and price adjustments offered by a bidder,

proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

#### **ARTICLE 4: PARTY LIABILITY**

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

#### **ARTICLE 5: GOVERNING LAW & VENUE**

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

#### **ARTICLE 6: SALES AND ORDER PROCESSING CHARGE**

Contractor shall sell its products to END USERS based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

#### **ARTICLE 7: LIQUIDATED DAMAGES**

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

#### **ARTICLE 8: INSURANCE**

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a

Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.

- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

#### **ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

#### **ARTICLE 10: ORDER PROCESSING CHARGE**

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

#### **ARTICLE 11: CHANGE OF STATUS**

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

#### **ARTICLE 11: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS**

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.



- f. Be available for inspection at any time prior to or after procurement.

#### **ARTICLE 12: TEXAS MOTOR VEHICLE BOARD LICENSING**

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

#### **ARTICLE 13: INSPECTION/TESTING**

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

#### **ARTICLE 14: ADDITIONAL REPORTING REQUIREMENTS**

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. Customer Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

#### **ARTICLE 15: BACKGROUND CHECKS**

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

#### **ARTICLE 16: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION**

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

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

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

#### **ARTICLE 17: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION**

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively

declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

**ARTICLE 18: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)**

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) 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); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

**ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)**

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

**ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)**

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

#### **ARTICLE 21: DOMESTIC PREFERENCE**

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a Customer using federal grant award funds should, to the greatest extent practicable, 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 Customer must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, the it shall work with the Customer to provide all required certifications and other documentation needed to show compliance.

#### **ARTICLE 22: TITLE VI REQUIREMENTS**

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

#### **ARTICLE 23: EQUAL EMPLOYMENT OPPORTUNITY**

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

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

#### **ARTICLE 24: CLEAN AIR AND WATER POLLUTION CONTROL ACT**

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor 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).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of 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) and will remain in compliance during the term of the Contract.

#### **ARTICLE 25: PREVAILING WAGE**

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

#### **ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS**

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of ,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 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.

#### **ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE**

For purchases using federal funds in excess of ,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

#### **ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT**

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding ,000 must file the required anti-lobbying certification. Each tier must certify 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 Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, 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 the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.
2. 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 a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors 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 certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ,000 and not more than ,000 for each such failure.

**ARTICLE 29: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS**

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

**ARTICLE 30: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT**

Contractor certifies that Contractor will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871).



HGACBuy

**Attachment A****H2O Partners, Inc.****All Hazards Preparedness, Planning, Consulting & Recovery Services****Contract No.: HP08-21**

<b>H2O Partners Labor Category</b>	<b>Hourly Rates</b>
Project Executive/Principal	\$215.00
Quality Control Officer	\$180.00
Subject Matter Expert	\$160.00
Program Manager	\$185.00
Project Manager	\$160.00
Senior Consultant	\$155.00
Staff Consultant	\$120.00
Associate Consultant	\$110.00
Senior Planner	\$132.00
Associate Planner	\$120.00
Planner	\$110.00
GIS Specialist	\$110.00
Senior Grant Manager	\$132.00
Grant Manager	\$120.00
Senior Closeout Specialist	\$120.00
Closeout Specialist	\$110.00
Cost Estimator	\$110.00
Senior Insurance Specialist	\$155.00
Insurance Specialist	\$135.00
Environmental Specialist	\$135.00
Construction Manager	\$135.00
Construction Inspector	\$120.00
Eligibility Manager	\$155.00
Eligibility Analyst	\$120.00
Eligibility Consultant	\$110.00
Senior Case Manager	\$120.00
Case Manager	\$110.00
Technical Support Specialist	\$110.00

## HGACBuy

Support Specialist	\$95.00
Publisher/Graphic Design	\$143.00
Senior Technical Writer	\$147.00
Technical Writer	\$100.00
IT System Management	\$124.00
IT System Support	\$107.00
Education & Outreach Specialist (Master)	\$135.00
Education & Outreach Specialist (Senior)	\$120.00
Education & Outreach Specialist (Mid)	\$110.00
Training Performance Consultant	\$120.00
Continuing Education Coordinator	\$110.00
Editor	\$147.00
Curriculum Development/Designer	\$147.00
Administrative Specialist	\$90.00
<b>Roadway Asset Services (RAS) Management Labor Category</b>	<b>Hourly Rates</b>
Training Services	\$150.00
Data Collection Specialist	\$100.00
Database Administrator	\$120.00
Senior Database Administrator	\$150.00
GIS Technician	\$90.00
GIS Analyst	\$110.00
Senior GIS Analyst	\$150.00
Programmer I	\$100.00
Programmer II / AMS Specialist	\$150.00
Pavement Subject Matter Expert	\$275.00
Transportation Subject Matter Expert	\$200.00
Asset Management Subject Matter Expert	\$200.00
Project Manager	\$160.00
Senior Project Manager	\$200.00
Principal-in-Charge	\$300.00
Pavement Consultant	\$200.00
Senior Pavement Consultant	\$275.00
Arborist	\$200.00
Unmanned Aerial Vehicle (UAV) Pilot in Command	\$210.00
Unmanned Aerial Vehicle (UAV) Pilot	\$185.00
Sensor Operator for Remote UAV	\$185.00
Visual Observer for Remote UAV	\$160.00
<b>Roadway Asset Services (RAS) Inventory</b>	<b>Rates</b>
Centerline Identification (lump sum)	\$1,950.00
Field Set-up & GPS Network Creation (lump sum)	\$5,500.00
Project Calibration Site Survey (lump sum)	\$2,500.00
Collect Street Network (test mile)	\$80.00

## HGACBuy

Pavement Condition Index - ASTM D6433 surveys (PCI) (test mile)	\$50.00
Pavement Condition Index-ASTM D6433 (PCI) 100% rating of test mile driven	\$150.00
Pavement Condition Index - Modified ASTM D6433 Artificial Intelligence with 100% rating (PCI) (test mile)	\$40.00
Alley inventory (paved) (lane mile)	\$60.00
Alley inventory (unpaved) (lane mile)	\$70.00
GIS Street Centerline Creation (lane mile)	\$60.00
Pavement Widths (lane mile)	\$12.00
Signs (lane mile)	\$45.00
Signs, with no conditions rating (lane mile)	\$38.00
Signs, Nighttime Retroreflectivity, visual assessment (lane mile)	\$36.00
Sidewalks (lane mile)	\$40.00
Sidewalks, with no condition rating (lane mile)	\$32.00
Sidewalk Obstructions (lane mile)	\$30.00
ADA Ramps (lane mile)	\$30.00
ADA Ramps, with no condition rating (lane mile)	\$25.00
Signals (lane mile)	\$30.00
Inlets (lane mile)	\$30.00
Curb and Gutter (lane mile)	\$45.00
Curb and Gutter, with no condition rating (lane mile)	\$35.00
Pavement Markings (lane mile)	\$30.00
Pavement Striping (lane mile)	\$40.00
Water Valves (lane mile)	\$25.00
Control/vault boxes (lane mile)	\$25.00
Backflow and backflow enclosures (lane mile)	\$25.00
Fire Hydrants (lane mile)	\$25.00
Manholes (lane mile)	\$25.00
Street Lights (lane mile)	\$30.00
Transformers (lane mile)	\$25.00
Parking Meters (lane mile)	\$25.00
Utility Poles (lane mile)	\$30.00
Meter Boxes (lane mile)	\$25.00
Street Trees, location only (no tree species information) (lane mile)	\$90.00
Retaining Walls (lane mile)	\$40.00
Mailboxes (lane mile)	\$25.00
Driveways (Drive path) (lane mile)	\$45.00
Bus Shelters (lane mile)	\$25.00
Guardrails (lane mile)	\$25.00
Bike Lanes and Bike Lane Hazards (lane mile)	\$25.00
Bikeway Bollards (lane mile)	\$20.00
Traffic Calming Devices (lane mile)	\$30.00
ITS Beacons (lane mile)	\$25.00
ITS System Cabinets (lane mile)	\$30.00
ITS Pullboxes (lane mile)	\$35.00
ITS Service Connections (lane mile)	\$30.00
ITS Poles (lane mile)	\$30.00
ITS Dynamic Message Signs (lane mile)	\$20.00
Medians (lane mile)	\$60.00
Bridge Locations (lane mile)	\$30.00
Streetscapes (lane mile)	\$60.00
Parks and Recreation Facilities (unit)	\$60.00
Trail and bike path Inventory (mile)	\$60.00
GIS Delivery and Metadata Documentation (lump sum)	\$10,200.00
Pavement Report with 1 round of multi-year Budget Scenarios (lump sum)	\$25,000.00
Pavement Report without multi-year Budget Scenarios (lump sum)	\$15,000.00
3 additional PCI forecast scenarios (lump sum)	\$5,000.00

## HGACBuy

Onsite RAS data reviews (per day)	\$2,500.00
Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing for Arterial and Collector Roads (lane mile)	\$145.00
Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing for Local/Residential Roads (lane mile)	\$170.00
Falling Weight Deflectometer (FWD) analysis and reporting (SCI value in tables) (lane mile)	\$160.00
Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) analysis and reporting (SCI value in tables and GPR thickness tables) (lane mile)	\$320.00
Mobilization for Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing (lump sum)	\$15,000.00
Traffic Control for Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing (day)	\$2,000.00



**AMENDMENT No. 1 to CONTRACT No. HP08-21**

**For**

**All Hazards Preparedness, Planning, Consulting & Recovery Services**

**Between**

**HOUSTON-GALVESTON AREA COUNCIL**

**And**

**H2O Partners, Inc.**

THIS AMENDMENT modifies the above referenced Contract as follows:

Clarifies Articles 26, 27, and 28 in Master Special Provisions of the above referenced Agreement (#7252) should read as follows:

**ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS**

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders 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 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.

**ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE**

For purchases using federal funds in excess of \$150,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

**ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify 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 Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, 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 the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative

Master Agreement.

2. 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 a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors 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 certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.


Signed for **Houston-Galveston Area Council**,  
Houston, Texas

DocuSigned by:  
  
82EC27DD5D61423  
\_\_\_\_\_  
Chuck Wemple, Executive Director  
1/5/2022

Date: \_\_\_\_\_

Signed for: **H2O Partners, Inc.**

Printed Name & Title:

DocuSigned by:  
  
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\_\_\_\_\_  
Eric Howard Vice President  
1/3/2022

Date: \_\_\_\_\_

**AMENDMENT No. 2 to CONTRACT No. HP08-21**  
**For**  
**All Hazards Preparedness, Planning, Consulting & Recovery Services**  
**Between**  
**HOUSTON-GALVESTON AREA COUNCIL**  
**And**  
**H2O Partners, Inc.**


THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through July, 31, 2024 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

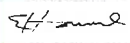
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,  
Houston, Texas

DocuSigned by:  
  
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\_\_\_\_\_  
Chuck Wemple, Executive Director  
Date: 7/3/2023

Signed for: **H2O Partners, Inc.**

Printed Name & Title:

DocuSigned by:  
  
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\_\_\_\_\_  
Eric Howard Vice President  
Date: 6/30/2023

**HGAC Form D****Solicitation:  
HP08-21****H2O Partners, Inc.****All Hazards Preparedness, Planning, Consulting & Recovery Services**

<b>Labor Category</b>	<b>Hourly Rates April 2023</b>
Project Executive/Principal	\$215.00
Quality Control Officer	\$180.00
Subject Matter Expert	\$160.00
Program Manager	\$185.00
Project Manager	\$160.00
Senior Consultant	\$155.00
Staff Consultant	\$120.00
Associate Consultant	\$110.00
Senior Planner	\$132.00
Associate Planner	\$120.00
Planner	\$110.00
GIS Specialist	\$110.00
Senior Grant Manager	\$132.00
Grant Manager	\$120.00
Senior Closeout Specialist	\$120.00
Closeout Specialist	\$110.00
Cost Estimator	\$110.00
Senior Insurance Specialist	\$155.00
Insurance Specialist	\$135.00
Environmental Specialist	\$135.00
Construction Manager	\$135.00
Construction Inspector	\$120.00
Eligibility Manager	\$155.00
Eligibility Analyst	\$120.00
Eligibility Consultant	\$110.00
Senior Case Manager	\$120.00
Case Manager	\$110.00
Technical Support Specialist	\$110.00
Support Specialist	\$95.00
Publisher/Graphic Design	\$143.00

HGACBuy

Senior Technical Writer	\$147.00
Technical Writer	\$100.00
IT System Management	\$124.00
IT System Support	\$107.00
Education & Outreach Specialist (Master)	\$135.00
Education & Outreach Specialist (Senior)	\$120.00
Education & Outreach Specialist (Mid)	\$110.00
Training Performance Consultant	\$120.00
Continuing Education Coordinator	\$110.00
Editor	\$147.00
Curriculum Development/Designer	\$147.00
Administrative Specialist	\$90.00
<b>Roadway Asset Services (RAS) Management</b>	
Additional RAS Project work: Training Services	\$150.00
Additional RAS project work: Data Collection Specialist	\$100.00
Additional RAS project work: Database Administrator	\$120.00
Additional RAS project work: Senior Database Administrator	\$150.00
Additional RAS project work: GIS Technician	\$90.00
Additional RAS project work: GIS Analyst	\$110.00
Additional RAS project work: Senior GIS Analyst	\$150.00
Additional RAS project work: Programmer I	\$100.00
Additional RAS project work: Programmer II / AMS Specialist	\$150.00
Additional RAS project work: GIS Software Architect	\$150.00
Additional RAS project work: Senior GIS Software Architect	\$175.00
Additional RAS project work: Pavement Subject Matter Expert	\$275.00
Additional RAS project work: Transportation Subject Matter Expert	\$200.00
Additional RAS project work: Asset Management Subject Matter Expert	\$200.00
Additional RAS project work: Project Manager	\$160.00
Additional RAS project work: Senior Project Manager	\$200.00
Additional RAS project work: Principal-in-Charge	\$300.00
Additional RAS project work: Pavement Consultant	\$200.00
Additional RAS project work: Senior Pavement Consultant	\$275.00
Additional RAS project work: Arborist	\$200.00
Additional RAS project work: Unmanned Aerial Vehicle (UAV) Pilot in Command	\$210.00
Additional RAS project work: Unmanned Aerial Vehicle (UAV) Pilot	\$185.00
Additional RAS project work: Sensor Operator for Remote UAV	\$185.00



Additional RAS project work: Visual Observer for Remote UAV	\$160.00
<b>Roadway Asset Services (RAS) Inventory</b>	<b>Rates</b>
Centerline Identification (lump sum)	\$1,950.00
Field Set-up & GPS Network Creation (lump sum)	\$5,500.00
Project Calibration Site Survey (lump sum)	\$2,500.00
Collect Street Network (test mile)	\$112.00
Roadway Asset Inventory - ASTM D6433 surveys (PCI) (test mile)	\$50.00
Roadway Asset Inventory-ASTM D6433 (PCI) 100% rating of test mile driven	\$150.00
Roadway Asset Inventory - modified ASTM D6433 Artificial Intelligence with 100% rating (PCI) (test mile)	\$40.00
Alley inventory (paved) (lane mile)	\$84.00
Alley inventory (unpaved) (lane mile)	\$84.00
GIS Street Centerline Creation (lane mile)	\$60.00
Pavement Widths (lane mile)	\$12.00
Sign & Support Inventory with Condition (lane mile)	\$60.00
Sign Inventory (lane mile)	\$45.00
Sign Inventory, with no conditions rating (lane mile)	\$38.00
Signs, Nighttime Retroreflectivity, visual assessment (lane mile)	\$44.00
Sidewalks Inventory (lane mile)	\$40.00
Sidewalks Inventory, with no condition rating (lane mile)	\$32.00
Sidewalk Obstructions (lane mile)	\$30.00
Signals Inventory (lane mile)	\$30.00
Inlets Inventory (lane mile)	\$30.00
Curb and Gutter Inventory (lane mile)	\$45.00
Curb and Gutter Inventory, with no condition rating (lane mile)	\$35.00
Water Valves Inventory (lane mile)	\$25.00
Control/vault boxes Inventory (lane mile)	\$25.00
Backflow and backflow enclosures Inventory (lane mile)	\$25.00
Pavement Markings Inventory (lane mile)	\$30.00
Pavement Striping Inventory (lane mile)	\$40.00
ADA Ramps Inventory (lane mile)	\$30.00
ADA Ramps Inventory, with no condition rating (lane mile)	\$25.00
Fire Hydrants Inventory (lane mile)	\$25.00
Manholes Inventory (lane mile)	\$25.00
Street Lights Inventory (lane mile)	\$30.00
Transformers Inventory (lane mile)	\$25.00

HGACBuy

Parking Meters Inventory (lane mile)	\$25.00
Utility Poles Inventory (lane mile)	\$30.00
Meter Boxes Inventory (lane mile)	\$25.00
Street Trees Inventory, location only (no tree species information) (lane mile)	\$80.00
Retaining Walls Inventory (lane mile)	\$40.00
Mailboxes Inventory (lane mile)	\$25.00
Driveways Inventory (Drive path) (lane mile)	\$45.00
Bus Shelters Inventory (lane mile)	\$25.00
Guardrails Inventory (lane mile)	\$25.00
Bike Lanes and Bike Lane Hazards Inventory (lane mile)	\$25.00
Bikeway Bollards Inventory (lane mile)	\$20.00
Traffic Calming Devices Inventory (lane mile)	\$30.00
ITS Beacons Inventory (lane mile)	\$25.00
ITS System Cabinets Inventory (lane mile)	\$30.00
ITS Pullboxes Inventory (lane mile)	\$35.00
ITS Service Connections Inventory (lane mile)	\$30.00
ITS Poles Inventory (lane mile)	\$30.00
ITS Dynamic Message Signs Inventory (lane mile)	\$20.00
Medians Inventory (lane mile)	\$60.00
Bridge Locations Inventory (lane mile)	\$30.00
Streetscapes Inventory (lane mile)	\$60.00
Parks and Recreation Facilities Inventory (unit)	\$60.00
Trail and bike path Inventory	\$60.00
GIS Delivery and Metadata Documentation (lump sum)	\$10,200.00
Pavement Report with 1 round of multi-year Budget Scenarios (lump sum)	\$25,000.00
Pavement Report without multi-year Budget Scenarios (lump sum)	\$15,000.00
3 additional PCI forecast scenarios (lump sum)	\$5,000.00
Onsite RAS data reviews (per day)	\$3,000.00
Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing for Arterial and Collector Roads (lane mile)	\$179.00
Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing for Local/Residential Roads (lane mile)	\$210.00
Falling Weight Deflectometer (FWD) analysis and reporting (SCI value in tables) (lane mile)	\$198.00
Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) analysis and reporting (SCI value in tables and GPR thickness tables) (lane mile)	\$396.00
Mobilization for Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing (lump sum)	\$18,600.00

Traffic Control for Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing (day)	\$2,000.00
<b>Roadway Asset Services (RAS) Analysis</b>	<b>Rates</b>
PAVER Data Load - pavement condition & attributes (lump sum)	\$5,500.00
Cartegraph Data Load -pavement condition & attributes (lump sum)	\$10,000.00
Cartegraph Data Load - ROW asset condition/attributes (per each asset)	\$5,000.00
Cartegraph Pavement Analysis, Parameter Configuration, & Multi-Year Plan (lump sum)	\$15,000.00
Cartegraph Scenario Builder Annual Update (lump sum)	\$15,000.00
Lucity/CentralSquare Data Load - pavement condition & attributes (lump sum)	\$8,000.00
Lucity Data Load - ROW asset condition/attributes (per each asset)	\$5,000.00
Lucity Pavement Analysis, Parameter Configuration, & Multi-Year Plan (lump sum)	\$14,000.00
Lucity Pavement Analysis Annual Update (lump sum)	\$14,000.00
Budget Optimization Street Selector BOSS™ Data Load (lump sum)	\$5,000.00
Budget Optimization Street Selector BOSS™ Pavement Analysis & Multi-Year Plan (lump sum)	\$20,000.00
Budget Optimization Street Selector BOSS™ Annual Update - Bronze Level (lump sum)	\$15,000.00
Budget Optimization Street Selector BOSS™ Annual Update - Silver Level (lump sum)	\$22,500.00
Budget Optimization Street Selector BOSS™ Annual Update - Gold Level (lump sum)	\$30,000.00
Pavement Management Software Data Load (lump sum)	\$14,500.00
Management Section Spatial Optimization (lane mile)	\$20.00
Maintenance and Rehabilitation Activity Consulting & Coaching (lump sum)	\$5,500.00
Onsite Council Presentation Development & Delivery (lump sum)	\$4,000.00
Functional Classification Review & Assignment (lane mile)	\$15.00
Web-Hosted Videologger & Deployment (<500 lane miles)	\$9,500.00
Web-Hosted Videologger & Deployment (501-1000 lane miles)	\$17,000.00
Web-Hosted Videologger & Deployment (1001-2,500 lane miles)	\$25,000.00
Web-Hosted Videologger & Deployment (2501+ lane miles)	\$34,500.00
Pavement & ROW Imagery Storage (lump sum / annual)	\$5,000.00

# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Extension - H2O Partners, Inc. - Public Services - ID: 12490

## EXTENSION No. 2 to CONTRACT No. HP08-21

For

All Hazards Preparedness, Planning, Consulting & Recovery Services

Between

**HOUSTON-GALVESTON AREA COUNCIL**

And

**H2O Partners, Inc.**

THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through Jul 31 2025 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for All Hazards Preparedness, Planning, Consulting & Recovery Services, whichever occurs first.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for: **Houston-Galveston Area Council**

DocuSigned by:

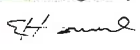
  
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Chuck Wemple  
Executive Director  
Date: 5/17/2024

Signed for: **H2O Partners, Inc.**

Printed Name:  
Title:

DocuSigned by:

  
70D01B4BC3E44AD...

Eric Howard  
Vice President  
Date: 5/14/2024







## INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.:  
**ILC22-11984**  
Permanent Number assigned  
by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and **Montgomery County, TN**, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at **1 Millennium Plaza Clarksville, TN 37040**.

### WITNESSETH

**WHEREAS**, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on **8/08/2022** (Date), and that it desires to contract with H-GAC on the terms set forth below;

**NOW, THEREFORE**, H-GAC and the End User do hereby agree as follows:

### **ARTICLE 1: LEGAL AUTHORITY**

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

### **ARTICLE 2: APPLICABLE LAWS**

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

### **ARTICLE 3: WHOLE AGREEMENT**

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

### **ARTICLE 4: PERFORMANCE PERIOD**

The period of this Contract shall be for the balance of the fiscal year of the End User, which began **07/01/2022** and ends **06/30/2023**. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

### **ARTICLE 5: SCOPE OF SERVICES**

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

#### **ARTICLE 6: PAYMENTS**

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H- GAC contractor.

#### **ARTICLE 7: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

#### **ARTICLE 8: TERMINATION PROCEDURES**

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

#### **ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

#### **ARTICLE 10: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

#### **ARTICLE 11: VENUE**

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

#### **THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:**

Montgomery County, TN

Name of End User (local government, agency, or non-profit corporation)

1 Millennium Plaza

Mailing Address

Clarksville, TN 37040

City State ZIP Code

Signature of chief elected or appointed official | Date

Jim Durrett, Mayor

Typed Name & Title of Signatory

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX  
77027

By:

DocuSigned by:

Executive Director

Date:

9/22/2022



## **NASPO ValuePoint Master Agreement Terms and Conditions**

### **For Body Armor and Ballistic Resistant Products**

A Contract for the NASPO ValuePoint Cooperative Purchasing Program  
Acting by and through the **State of Colorado** (Lead State)

**Department of Personnel & Administration  
State Purchasing & Contracts Office  
1525 Sherman Street, 3<sup>rd</sup> Floor  
Denver, Co 80203**

And

**GH Armor Systems Inc.  
1 Sentry Drive, P.O. Box 280  
Dover, TN 37058**

**Master Agreement Number 164713**

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## 1. NASPO VALUEPOINT MASTER AGREEMENT OVERVIEW

### 1.1. Parties

This Master Agreement is entered into by and between the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office (hereinafter called the "Lead State"), and GH Armor Systems Inc. (hereinafter called "Contractor"), for the procurement of Body Armor and Ballistic Resistant Products for the benefit of Participating States, Entity's, and Purchasing Entities. The Contractor and the Lead State hereby agree to the following terms and conditions.

### 1.2. Effective Date

This Master Agreement shall not be effective or enforceable until the date on which it is approved and signed (hereinafter called the "Effective Date") by the Colorado State Controller or designee.

### 1.3. Master Agreement Order of Precedence

1.3.1. Any Order placed under this Master Agreement shall consist of the following documents:

- a) A Participating Entity's Participating Addendum ("PA");
- b) NASPO ValuePoint Master Agreement Terms & Conditions, including all Exhibits.
- c) An Order issued against this Master Agreement;
- d) The Solicitation, RFP-AR-21-001 Body Armor and Ballistic Resistant Products; and
- e) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

1.3.2. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and shall be incorporated into this Master Agreement.

### 1.4. Term of this Master Agreement

1.4.1. **Initial Term-Work Commencement.** The Parties' respective performances under this Master Agreement shall commence on the Effective Date. This Master Agreement shall terminate on November 10, 2022, unless terminated sooner, as specified in **§6.10 (Defaults and Remedies)**, or extended further as specified in **§1.4.2** below.

1.4.2. **Extension of Agreement.** This Master Agreement may be extended beyond the original Contract period for up to three (3) consecutive one (1) year additional terms, upon the mutual agreement of the Lead State and Contractor, by written Amendment. The total duration of this Master Agreement, including any extensions, shall not exceed five (5) years.

1.4.3. **Amendments.** The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State.

1.4.4. **Cancellation.** This Master Agreement may be canceled by either party upon sixty (60) days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of this Master Agreement due to Contractor default may be immediate.

## 2. DEFINITIONS

The following terms shall be construed and interpreted as follows:

<b>Term</b>	<b>Description</b>
<b><i>Acceptance</i></b>	A written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which Acceptance Testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.
<b><i>Ballistic panel</i></b>	A type of armor panel intended to provide ballistic resistance. (ASTM Terminology E3005)
<b><i>Body Armor</i></b>	An item of personal protective equipment intended to protect the wearer from threats that may include ballistic threats, stabbing, fragmentation, or blunt impact. Law enforcement and corrections officers typically refer to body armor as a vest. (ASTM Terminology E3005)
<b><i>Business Day</i></b>	Any day other than Saturday, Sunday or a legal holiday.
<b><i>Carrier</i></b>	A garment whose primary purpose is to retain the armor panel(s) or plate(s) and provide a means of supporting and securing the armor panel(s) or plate(s) to the wearer. (ASTM Terminology E3005)
<b><i>Combination Vest</i></b>	A type of body armor intended to protect the wearer from both ballistic threats and stabbing. Combination armor is sometimes called dual-threat armor or multiple-threat armor. (ASTM Terminology E3005)
<b><i>Concealable Vest</i></b>	A vest designed to be worn under the shirt (uniform or undercover) or in a carrier that looks like a uniform shirt so that it is not easily seen. (ASTM Terminology E3005)
<b><i>CPL</i></b>	Certified Product List.
<b><i>Ceiling Pricing</i></b>	Pricing that is established as a “not-to-exceed” amount; the maximum price Contractor may charge for Products, Services, and Supplies.
<b><i>Chief Procurement Officer</i></b>	The individual who has the authority to supervise and approve the procurement of all Products and Services needed by the Lead State or a Participating State.
<b><i>Contractor</i></b>	The person or entity delivering Products or performing Services under the terms and conditions set forth in this Master Agreement.
<b><i>Distributor</i></b>	Means an entity that purchases Products and Resells the Product to end-users and has the ability to do on-site measurements.
<b><i>Free on Board (FOB) Destination</i></b>	Contractor is responsible for transportation and handling charges and the sale does not occur until the Products arrive at the Purchasing Entity’s specified location.
<b><i>Goods</i></b>	Any movable material acquired, produced, or delivered by Contractor, and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
<b><i>In Conjunction With Armor</i></b>	Soft or hard armor that is designed to provide a specific level of ballistic protection only when layered with a specified model(s) of body armor. (ASTM Terminology E3005)

<b><i>Independent Contractor</i></b>	A natural person, business, or corporation that provides Products or Services to another entity under the terms specified in a contract. An employer-employee relationship does not exist.
<b><i>Insert</i></b>	A removable unit of protective material (soft armor or hard armor) intended to be placed into a special pocket on a carrier to enhance protection in a localized area. (ASTM Terminology E3005)
<b><i>Intellectual Property</i></b>	Any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
<b><i>Lead State</i></b>	The state that is centrally administering this Master Agreement.
<b><i>Manufacturer</i></b>	A company that, as its primary business function, designs, assembles, and owns the trademark/patent and markets a Product. Also referred to as Contractor.
<b><i>Manufacturer's Suggested Retail Price (MSRP)</i></b>	The list price or recommended retail price of a Product in which the Manufacturer recommends that the retailer sell the Product.
<b><i>Master Agreement</i></b>	Also referred to as "Contract"; the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.
<b><i>Multi-function Device (MFD)</i></b>	A Device which incorporates the functionality of multiple Devices into one, such as print, fax, copy and scan. Each feature can work independently of the other.
<b><i>NASPO ValuePoint</i></b>	The NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). NASPO ValuePoint is identified in this Master Agreement as the recipient of reports and may perform Contract administration functions relating to collecting and receiving reports as well as other Contract administration functions as assigned by the Lead State.
<b><i>NIJ</i></b>	The National Institute of Justice.
<b><i>NIJ Compliant Products List (NIJ CPL)</i></b>	The list of models certified by NIJ to be compliant with an applicable standard.
<b><i>NIJ Compliance Testing Program (NIJ CTP)</i></b>	The NIJ program that certifies body armor models that meet the requirements of the most current version of the relevant NIJ standard.
<b><i>NIJ Mark</i></b>	The NIJ certification mark, registered with the U.S. Patent and Trademark Office, that is used to communicate a product's compliance status with the NIJ CTP.
<b><i>Normal Business Hours</i></b>	8:00 a.m. to 5:00 p.m., Monday through Friday (state holidays excluded), regardless of time zone.
<b><i>OEM</i></b>	Original Equipment Manufacturer.
<b><i>Order</i></b>	Any type of encumbrance document or commitment voucher, including, but not limited to, a purchase order, contract, or other document used by a Purchasing Entity to order the Products.

<b><i>Participating Addendum</i></b>	A bilateral agreement executed by a Contractor and a Participating State or Entity incorporating this Master Agreement and any other additional Participating State or Entity specific language or other requirements (e.g. ordering procedures, other terms and conditions).
<b><i>Participating Entity</i></b>	A government entity within a state that is properly authorized to enter into a Participating Addendum.
<b><i>Participating State</i></b>	A state, which encompasses all government entities within that state, or the District of Columbia, or one of the territories of the United States, that enters into a Participating Addendum.
<b><i>Product</i></b>	Any good, service, or other deliverable supplied or created by the vendor pursuant to the Master Agreement. The term products, supplies and services, and products and services are used interchangeably in the terms and conditions.
<b><i>Product Category</i></b>	This consists of: Ballistic-Resistant Vest, Stab-Resistant Vest, Combination Vest, In Conjunction With Armor, K-9 Ballistic-resistant Vest, K-9 Stab-resistant Vest, K-9 Combination Vest, Ballistic-resistant Helmets, Ballistic-resistant Shields, Carriers, and Ballistic-resistant and Non-ballistic-resistant accessories.
<b><i>Product Category Ballistic-resistant accessories</i></b>	This includes: Inserts (soft armor or hard armor), trauma packs, trauma plates, and protectors (groin, bicep, collar and throat)
<b><i>Product Category Non-ballistic-resistant Accessories</i></b>	This includes: pouches; replacement vest straps; ID patches; Carry bags for vests, shields, and helmets; Helmet non-ballistic face shield, equipment rails, pads, and retention/suspension system; Shield lights, shoulder straps, and logos.
<b><i>Public Record</i></b>	All books and Public Records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and Public Records.
<b><i>Purchasing Entity</i></b>	A state, city, county, district, institution of higher education, and some non-profits who issue an Order against this Master Agreement via their Participating State or Entity's Participating Addendum.
<b><i>Services</i></b>	The labor required to be performed by Contractor pursuant to this Master Agreement or an Order.
<b><i>Soft Armor</i></b>	An item of personal protective equipment constructed of pliable/flexible materials intended to protect the wearer from threats that may include ballistic threats, stabbing, fragmentation, or blunt impact (ASTM Terminology E3005)
<b><i>Solicitation</i></b>	A written offer or attempt to purchase Products and/or Services through an official Proposal, Evaluation, and Award process.
<b><i>Stab Panel</i></b>	A type of armor panel intended to provide stab resistance. (ASTM Terminology E3005)
<b><i>Subcontractor</i></b>	An individual or a business that signs a contract with the Contractor to perform part of Contractor's obligations under the Master Agreement.

<b><i>Tactical Vest</i></b>	A vest designed to be worn over the uniform shirt in a load bearing carrier that accepts various equipment. Equipment may include holsters, magazines, radios, or accessories. (ASTM Terminology E3005)
<b><i>Third Party</i></b>	Someone who may be indirectly involved but is not a principal party to an arrangement, contract, deal, lawsuit or transaction.
<b><i>Threat Level</i></b>	The rated level of protection, according to the relevant standard for the body armor or ballistic-resistant product.
<b><i>Trauma Pack</i></b>	A soft insert intended to reduce backface deformation due to a ballistic impact. (ASTM Terminology E3005)
<b><i>Vest</i></b>	Type of body armor intended to protect the wearer's torso. (ASTM Terminology E3005)

### 3. NASPO VALUEPOINT PROGRAM PROVISIONS

#### 3.1. Price and Rate Guarantee Period

- 3.1.1.** The Product and Price List(s) identifies a complete listing of all Products and Services the Contractor can provide under this Master Agreement.
- 3.1.2.** MSRP/List Price discount percentages must be guaranteed throughout the term of this Master Agreement, including any renewal terms; however, Contractor may increase its discount percentage at any time. The Lead State must be notified of any such discount percentage increase, and provided with a copy of the new Product and Price List(s).
- 3.1.3.** MSRP/List Price shall remain firm during the first twelve (12) months of the Master Agreement. After this period, Awarded Vendors may update their MSRP/List Price on an annual basis, according to the following guidelines:
- a)** All requested price increases must include documentation from Direct Material suppliers detailing cost escalations, and Awarded Vendors must describe how those escalations impact current Product offerings.
  - b)** With the exception of Direct Material cost increases, no price increase requests will be allowed.
  - c)** Updated Product and Price Lists must be submitted to the Lead State by the 1st day of the month at least one year after prior price increase updates.
  - d)** Pricing will not go into effect unless, or until, it is approved by the Lead State.
- 3.1.4.** The Master Agreement pricing IS Ceiling Pricing. Contractor may offer lower pricing on a per Order basis to Purchasing Entity's; likewise, Purchasing Entity's may request lower pricing on a per Order basis from Contractor.
- 3.1.5.** Contractor may offer state-wide temporary promotional discounts, customer location temporary specific discounts, bulk discounts, or spot discounts. Contractor must notify the Participating State or Entity Contract Administrator and Lead State of special state-wide temporary promotional discounts.
- 3.1.6.** Any revisions to Product offerings (new NIJ approved items, etc.) must be pre-approved by the Lead State, and will be allowed once per quarter.



- 3.1.7. Product updates are required by the 1st of the month of a calendar quarter and shall go into effect upon approval by the Lead State.
- 3.1.8. Price Lists received after the 1st of the month of a calendar quarter may not be approved for up to one hundred twenty days (120) days following submission. In addition, errors in the Contractor's Price Lists may delay the approval process further.
- 3.1.9. All approved Price Lists will be submitted by the Lead State to NASPO ValuePoint. Contractor shall then update all applicable websites with the new Price Lists after the NASPO ValuePoint website has been updated.
- 3.1.10. Contractor is only authorized to provide Products and Services that are awarded under this Master Agreement, as referenced in **Exhibit A**.
- 3.1.11. Pricing must include all shipping, delivery, and fitting costs associated with the Products.

### **3.2. Participants and Scope**

- 3.2.1. Contractor may not deliver Products or perform Services under this Master Agreement until a Participating Addendum acceptable to the Participating State or Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating State or Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating State or Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. Order) used by the Purchasing Entity to place the Order.
- 3.2.2. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating States or Entities authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Officer. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Officer.
- 3.2.3. Obligations under this Master Agreement are limited to those Participating States and Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States and Entities are limited to the Orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Contractor shall email a fully executed PDF copy of each Participating Addendum to [PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org) to support documentation of participation and posting in appropriate data bases.
- 3.2.4. Participating States and Entities may, through a Participating Addendum, limit:
  - a) Available financial vehicles;
  - b) Any additional items as deemed necessary by the Participating State or Entity.
- 3.2.5. A Participating State or Entity must sign a new Participating Addendum with Contractor, regardless of whether Contractor has signed Participating Addenda under a prior Master Agreement(s).

**3.2.6.** NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to this Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

**3.2.7.** Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor, and any such language shall be void and of no effect:

- a) Term of this Master Agreement;
- b) Amendments;
- c) Participants and Scope;
- d) Administrative Fee;
- e) NASPO ValuePoint Summary and Detailed Usage Reports;
- f) NASPO ValuePoint Cooperative Program Marketing and Performance Review;
- g) NASPO ValuePoint eMarket Center;
- h) Right to Publish;
- i) Price and Rate Guarantee Period; and
- j) Individual Customers.

**3.2.8.** Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Officer of the state where the Participating Entity is located. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

### **3.3. Administrative Fees**

**3.3.1.** The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter.

**3.3.2.** The NASPO ValuePoint Administrative Fee is not negotiable.

**3.3.3.** The Contractor shall report on all actual Body Armor and ballistic-resistant protective product sales.

**3.3.4.** Some Participating States may require a fee be paid directly to the Participating State on sales made by Purchasing Entities within that state. For all such requests, the fee level, payment method, and schedule for such reports and payments will be incorporated into the Participating Addendum. The Contractor may adjust this Master Agreement pricing accordingly for sales made by Purchasing Entities within the jurisdiction of the Participating State requesting the additional fee.

### **3.4. NASPO ValuePoint Summary and Detailed Usage Reports**

The Contractor shall provide the following NASPO ValuePoint reports:

**3.4.1. Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool

found at <http://calculator.naspovaluepoint.org>. Any/all sales made under the Contract shall be reported as cumulative totals by state, which are inclusive of all line items identified in the Detailed Sales Report. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

**3.4.2. Detailed Sales Report.** Contractor shall also report detailed sales data by:

- a) State;
- b) Customer Type (e.g. local government, higher education, K-12, non-profit);
- c) Customer bill-to name and address;
- d) Contractor or authorized agents and Distributors Order number;
- e) Customer purchase order number;
- f) Customer number;
- g) Order type (e.g. sales Order, credit, return, upgrade);
- h) Purchase order date;
- i) Ship date;
- j) Invoice date and number;
- k) Product number and description
- l) List Price/MSRP;
- m) Contract Price;
- n) Quantity;
- o) Total Price;
- p) NASPO ValuePoint Admin Fee amount; and
- q) Distributor.

**3.4.3.** Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom or flash drive. Detailed sales reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in **Exhibit D (NASPO ValuePoint Detailed Sales Reporting Template)**.

**3.4.4.** Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

**3.4.5.** Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with, and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

**3.4.6.** Timely submission of these reports is a material requirement of this Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free,

transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

**3.5. NASPO ValuePoint Cooperative Program Marketing and Performance Review**

- 3.5.1.** Contractor agrees to work cooperatively with NASPO ValuePoint personnel to ensure that Contractor's personnel will be educated regarding the provisions of this Master Agreement, as well as the competitive nature of NASPO ValuePoint procurements, the Participating Addendum process, and the manner in which Participating Entities can utilize this Master Agreement.
- 3.5.2.** Contractor agrees, as Participating Addenda are executed, and if requested by NASPO ValuePoint personnel, to provide plans to launch this Master Agreement program within the Participating State. Plans will include timeframes to implement this Master Agreement and Participating Addendum, as well as confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the Participating State.
- 3.5.3.** Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the Participating Addendum. Contractor shall ensure that their sales force is aware of this contracting option.
- 3.5.4.** Contractor agrees to fairly, actively, and equally promote and advertise their NASPO ValuePoint Master Agreement at all trade shows and Distributor meetings whereby Contractor displays or makes reference to their government contract award offerings.
- 3.5.5.** Contractor agrees, within 30 days of this Master Agreement effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement, or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.
- 3.5.6.** Contractor agrees to participate in person at an annual performance review, which may include a discussion of marketing action plans, target strategies, marketing materials, reporting, and timeliness of administration fee payments. The location of the performance review shall be determined by the Lead State and NASPO ValuePoint.
- 3.5.7.** Contractor agrees that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing materials until a logo-use agreement is executed with NASPO ValuePoint.
- 3.5.8.** The Lead State shall evaluate the utilization of this Master Agreement at the annual performance review. The Lead State may, in its discretion, cancel this Master Agreement pursuant to §1.4, or not exercise an option to renew, when Contractor utilization does not warrant further administration of this Master Agreement. The Lead State may exercise its right to not renew this Master Agreement if Contractor fails to record or report revenue for three consecutive quarters, upon a 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two (2) years after execution of this Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel this Master Agreement pursuant to §1.4.4 or to terminate for default pursuant to §6.10.

**3.6. NASPO ValuePoint eMarket Center**

- 3.6.1.** In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint customers to access a central online website to view and/or shop the Products and Services available from existing NASPO ValuePoint

Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

**3.6.2.** The Contractor shall have visibility in the eMarket Center through one of the following no-cost options:

**a) Ordering Instructions**

- i. The Contractor shall provide a link to their website, their Price list, their Distributor list, and any additional information they would like the customer to have in regards to placing Orders.
- ii. Upon receipt of written request from the eMarket Center Site Administrator, the Contractor shall have thirty (30) days to provide NASPO ValuePoint with the Ordering Instructions.

**b) Hosted Catalog**

- i. The Contractor shall provide a list of its awarded Products and Services pricing via an electronic data file, in a format acceptable to JAGGAER.
- ii. In order to maintain the most up-to-date version of its Product offerings as approved with the Master Agreement, the Contractor must submit electronic data to the eMarket Center no more than four (4) times per calendar year.
- iii. Upon receipt of written request from the eMarket Center Site Administrator, the Contractor shall have fifteen (15) days to set up an enablement schedule with NASPO ValuePoint and JAGGAER. The schedule shall include future calls and milestone timeframes related to testing and go-live dates.
- iv. The Contractor shall have ninety (90) days from the receipt of written request, to provide the Hosted Catalog to NASPO ValuePoint.
- v. The Hosted Catalog must be strictly limited to the awarded Products and Services, and must contain the most current approved pricing, including applicable quantity discounts.
- vi. The catalog must include a Lead State Contract identification number and detailed Product line item descriptions.
- vii. The catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although Suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple catalogs applicable to different NASPO ValuePoint Participating State or Entities if for example, the Participating State or Entity has incorporated an Administrative Fee into the Contract pricing, or a Participating State or Entity has determined that they will not allow all awarded Products and Services under their Participating Addendum. SciQuest will deliver the appropriate contract files to the user viewing the catalog.

**c) Punch-Out Catalog**

- i. The Contractor shall provide its own online catalog, which must be capable of being integrated with the eMarket Center via Commerce eXtensible Markup Language (cXML).
- ii. The Contractor shall validate that its online catalog is current by providing a written update to the Lead State every four (4) months, verifying that they have audited the offered Products and Services pricing.

- iii. The Contractor shall have ninety (90) days from the receipt of the written request, to deliver the Punch-Out Catalog to NASPO ValuePoint.
- iv. The Punch-Out Catalog must be strictly limited to the awarded Products and Services, and must contain the most current approved pricing, including applicable quantity discounts.
- v. The catalog must include a Lead State Contract identification number and detailed Product line item descriptions.
- vi. The site must also return detailed UNSPSC codes for each line item.
- vii. Contractor shall provide e-Quote functionality to facilitate volume discounts.
- viii. The catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. It is possible to have multiple catalogs applicable to different NASPO ValuePoint Participating State or Entities if for example, the Participating State or Entity has incorporated an Administrative Fee into the Contract pricing, or a Participating State or Entity has determined that they will not allow all awarded Products and Services under their Participating Addendum. JAGGAER will deliver the appropriate contract files to the user viewing the catalog.

#### **3.6.3. Revising Pricing and Products**

- a) Any revisions to Product offerings (new NIJ approvals, etc.) must be pre-approved by the Lead State, and will be allowed once per quarter.
- b) Updated Product files are required by the 1<sup>st</sup> of the month of the quarter and shall go into effect upon approval by the Lead State.
  - i. Files received after the 1st of the month may not be approved for up to one hundred twenty (120) days following submission.
  - ii. Errors in the Contractor's submitted files may delay the approval process.

#### **3.6.4. Supplier Network Requirements for Hosted and Punch-Out Catalogs**

- a) Contractor shall join the JAGGAER Supplier Network (SQSN) and shall use the JAGGAER's Supplier Portal to import the Contractor's catalog and pricing files into the JAGGAER system.
- b) Contractor can receive Orders through electronic delivery (cXML) or through low-tech options such as fax.
- c) More information about the SQSN can be found at [www.sciquest.com](http://www.sciquest.com), or by contacting the JAGGAER Supplier Network Services team at 800-233-1121.

#### **3.6.5. Order Acceptance Requirements for Hosted and Punch-Out Catalogs**

- a) Contractor must be able to accept Orders via fax or cXML.
- b) The Contractor shall provide confirmation via phone or email within 24 hours of Order receipt.
- c) If the Order is received after 3pm (EST) on the day prior to a weekend or holiday, the Contractor must provide confirmation via phone or email on the next business day.

#### **3.6.6. UNSPSC Requirements**

- a) Contractor shall support use of the United National Standard Product and Services Code (UNSPSC). UNSPSC versions that Contractors must adhere to are provided by JAGGAER and upgraded each year.



- b) NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC, and Contractor shall be required to support the migration effort.
- c) All line items for Products and Services provided under this Master Agreement must be associated to a UNSPSC code.
- d) All line items must be identified at the most detailed UNSPSC level, indicated by segment, family, class, and commodity.

**3.6.7. Applicability.** Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center, and that NASPO ValuePoint may elect at any time to remove any Contractor offerings from the eMarket Center.

**3.6.8.** Several NASPO ValuePoint Participating States and Entities currently maintain separate JAGGAER eMarket Place accounts. In the event that one of these Participating States or Entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarket Center), but publish the information to their own eMarket Place, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint, and agrees to take commercially reasonable efforts to implement such separate JAGGAER catalogs.

### **3.7. Right to Publish**

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State, prior approval for the release of any information, including any written correspondence, which pertains to the potential work or activities covered by this Master Agreement. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the Products and Services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of this Master Agreement for cause.

### **3.8. Individual Customers**

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of this Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in this Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in this Master Agreement and applicable Participating Addendum. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

## **4. STATEMENT OF WORK**

### **4.1. Overview**

**4.1.1.** Contractor shall maintain compliance with all requirements of the Master Agreement and shall maintain compliance with all requirements throughout the duration of the Master Agreement.

**4.1.2.** Contractor, distributors and/or agents, must provide trained personnel to take on-site measurements, for products intended to be worn by end users, at Purchasing Entity's designated location. Measurements for body armor must be taken in accordance with ASTM E3003 (most recent version), and measurement procedures include using a tape measure and using sizing vests provided by the vendor.

**4.1.3.** Contractor shall notify the Lead State, Participating Entities and all Purchasing Entities of any recall notices, legal actions, warranty replacements, or any applicable notice regarding the products being sold. Notice must be received in writing (via postal mail or email) within thirty (30) calendar days of vendor learning of such issues. For issues that impact or are likely to impact the health or

safety of individuals or entities using Products delivered under a subsequent agreement, vendor shall immediately notify the Purchasing Entity.

- 4.1.4. Contractor shall send notice to the Lead State, utilizing Exhibit B (Agents and Distributors by State) within fourteen (14) calendar days of engaging an agent and/or distributor. The Lead State reserves the right to deny any Agent and/or distributor and will provide notification to the vendor with justification as to why the decision was reached. In addition, it will be at the discretion of each Participating Entity as to whether they will utilize the agents and/or distributors as authorized by the Lead State.

#### **4.2. Product Standards**

Body Armor and Ballistic-resistant products must meet the NIJ standard listed below for the applicable products, until new standards are published and transition dates specified for those new standards occur.

- 4.2.1. Ballistic Resistance of Body Armor, NIJ Standard-0101.06 (2008)
- 4.2.2. Stab Resistance of Personal Body Armor, NIJ Standard-0115.00 (2000)
- 4.2.3. NIJ Standard for Ballistic Helmets, NIJ Standard-0106.01 (1981)
- 4.2.4. NIJ Standard for Ballistic Resistant Protective Materials, NIJ Standard-0108.01 (1985)
- 4.2.5. NIJ Ballistic Resistance of Body Armor, NIJ Standard-0101-07 (TBD) The new standard is not published as of the start date of this Master Agreement. It will be required during the contract cycle.
- 4.2.6. Stab Resistance of Personal Body Armor, NIJ Standard-0115.01 (TBD). The new standard is not published as of the start date of this Master Agreement. It will be required during the contract cycle.

#### **4.3. Product Category**

- 4.3.1. List of product categories from RFP-AR-21-001 see section 4.4 and Exhibit A for Contractor awarded categories.
- 4.3.2. **Ballistic-resistant Vest:** NIJ Standard-0101.06 Protection Levels IIA, II, IIA, III and IV Vest models shall be listed on the NIJ Ballistic Armor CPL. The ballistic panel shall have the NIJ mark on the label.
- 4.3.3. **Stab-Resistant Vest:** NIJ Standard-0115.00 Spike or Edged Blade Protection Levels 1, 2, and 3. Vest models shall be listed on the NIJ Stab Armor CPL. When available from NIJ, the stab panel shall have the NIJ mark on the label.
- 4.3.4. **Combination Vest:** Ballistic and Spike and/or Edged Blade: All vests offered as combination vests shall be listed on both the NIJ Ballistic Armor CPL and Stab Armor CPL. The ballistic panel shall have the NIJ mark on the label. When available from NIJ, the stab panel shall have the NIJ mark on the label.
- 4.3.5. **In Conjunction With Armor:** NIJ Standard-0101.06 Protection Levels IIA, II, IIA, III and IV. In conjunction with armor is designed to provide a specific level of ballistic protection only when layered with a specific model(s) of body armor listed on the NIJ Ballistic Armor CPL. The ballistic panels shall have the NIJ mark on the label.

- 4.3.6. K-9 Ballistic-resistant Vest:** There is no NIJ standard or Compliance Testing Program for K-9 body armor.
- 4.3.7. K-9 Stab-resistant Vest:** There is no NIJ standard or Compliance Testing Program for K-9 body armor.
- 4.3.8. K-9 Combination Vest:** There is no NIJ standard or Compliance Testing Program for K-9 body armor.
- 4.3.9. Ballistic-resistant Helmets:** There is no NIJ Compliance Testing Program for ballistic-resistant helmets. The standard used for ballistic-resistant helmets (not including face shields) is NIJ Standard-0106.01, and the standard used for ballistic-resistant face shields is NIJ Standard-0108.01 (standard for ballistic-resistant materials).
- 4.3.10. Ballistic-resistant Shields:** There is no NIJ Compliance Testing Program for ballistic-resistant shields. The standard historically used for ballistic shields is NIJ Standard-0108.01 (for ballistic-resistant materials).
- 4.3.11. Carriers:** Carriers are an integral part of a vest (providing no ballistic protection), and some types of carriers are: concealable, uniform, short and tactical.
- 4.3.12. Accessories:**
- a) **Ballistic-resistant:** NIJ does not certify ballistic-resistant accessories.
    - 1. Trauma pack and trauma plate
    - 2. Insert (soft armor or hard armor)
    - 3. Groin, yoke, bicep, collar and throat protectors
  - b) **Non-ballistic-resistant**
    - 1. Pouches
    - 2. Replacement carrier straps
    - 3. ID patches
    - 4. Carry bags for concealable vest, tactical vest, shield, and helmet
    - 5. Helmet equipment rails, pads, and retention/suspension system
    - 6. Shield lights, shoulder straps, logos

#### **4.4. Current Awarded Categories**

- 4.4.1.** As new products are made available; Contractor may submit these products for consideration by the Lead State. Only products that are new models (i.e., having different materials and/or construction) will be considered. Contractor may submit new products once per quarter by the 1st day of the quarter, and final approval of new products is at the discretion of the Lead State. New approved products will be listed on the website in a timely manner. For new products submitted after the first of the quarter or having errors in the submission, approval may be delayed.
- 4.4.2.** Contractor has only approved products and approved product categories as listed in Exhibit A. New products if approved will be listed in Exhibit A.
- 4.4.3.** Contractor shall notify the Lead State when products previously approved are suspended or removed from the NIJ CPL (e.g., NIJ Safety Notice or NIJ Advisory Notice issued).

#### **4.5. Product Specifications**

- 4.5.1.** Body Armor and Ballistic-Resistant Products must be ordered new and unused, and shall not contain re-used/remanufactured or re-purposed components.
- 4.5.2.** Body Armor and Ballistic-Resistant Products that are listed on an NIJ CPL shall be constructed identically to the original model tested and certified to comply with the NIJ standards referenced in this solicitation. For body armor and ballistic-resistant products not certified by NIJ, the vendor shall specify the standard(s) and threats against which the product was tested, shall provide attestation of compliance with the standard(s), and shall provide (upon request of the Lead State or purchaser) the test report.
- 4.5.3.** All materials and construction shall be the same as reported to NIJ in the "Build Sheet", which lists the materials and construction for the model.
- 4.5.4.** Workmanship shall be first quality, with no defects that might affect performance, wear-ability, or durability of the vest.
- 4.5.5.** Products intended to be worn by end users shall not be "bulk ordered" inventory, nor substantially tailored or modified "off the shelf" items to fit personnel as needed, since altering products could potentially change the performance aspects originally tested under NIJ Compliance Testing Program.
- 4.5.6.** Each product intended to be worn by end users shall be made to professionally conducted measurements intended to fit a specific individual. Under no circumstances shall measurements result in a product that does not properly fit and/or provide adequate protective coverage for that individual.
- 4.5.7.** All vest measurements must be made according to vendor procedures and take into account all clearances of panels and duty belts as described in the most recent version of ASTM E3003, *Standard Practice for Measurement of Body Armor Wearers and Fitting of Armor*.
- 4.5.8.** Available sizes for soft armor vests (handgun protection) shall be consistent with the NIJ Compliance Testing Program requirements for the size range listed on the NIJ CPL.
- 4.5.9.** All Body Armor Products that include the option of additional trauma packs, trauma plates, or inserts shall have the pocket/holder securely attached to keep the inserts in position while worn.
- 4.5.10.** All fasteners, including hook and pile (Velcro), non-directional snaps, webbing, side release buckles, fastex buckles, and zippers, shall be the same or similar color, as approved by the Purchasing Entity, as the carrier.
- 4.5.11.** The label shall withstand normal wear and cleaning and shall remain legible and attached throughout the entire warranted life of the product. All Body Armor shall be labeled with strict adherence to any applicable laws and regulations, and follow the labeling requirements according to NIJ Standards, as updated or amended. This shall include the following:
- a)** Name of Contractor.
  - b)** Location of Contractor.
  - c)** Model designation from the relevant NIJ CPL (The model designation number shall match the submitted price list and letter of certification.)
  - d)** Level of protection

- e) The identifier for the relevant NIJ Standard, such as NIJ Standard- 0101.06, NIJ Standard- 0101.07 or NIJ Standard-0115.00 or NIJ Standard- 0115.01 (Combination armor shall indicate both).
- f) Completed manufacturing date
- g) Lot number.
- h) Unique serial number.
- i) Brand name and catalog number.
- j) A "Property of" space so Purchasing Entity can enter an agency or officer name.
- k) Basic care and maintenance instructions.
- l) Size of product.

**4.5.12.** Contractor, agent, and/or distributor must have the serial numbers stored in a readily accessible database.

**4.5.13.** Ballistic-resistant components must have at least a 5-year Awarded Contractor's warranty.

**4.5.14.** All carriers must have at least an 18-month Contractor's warranty. Reference Exhibit C for warranty detail.

**4.5.15.** Warranty periods specified shall begin when Body Armor Products are delivered and accepted following inspection by Purchasing Entity.

**4.5.16.** All fastener's, including hook and pile (Velcro<sup>®</sup>), non-directional snaps, webbing, side release buckles, fastex buckles, and zippers, shall be the same or similar color, as approved by the Purchasing Entity, as the carrier.

#### **4.6. Product Recycling**

**4.6.1.** For Ballistic panel and other product recycling details for Contractor see Exhibit C.

### **5. ADMINISTRATION OF ORDERS**

#### **5.1. Ordering and Invoicing Specifications**

**5.1.1.** All items subject to NIJ compliance testing must be listed on the NIJ CPL with a model status of "active" on the date the Order is placed. Items not subject to NIJ compliance testing shall have evidence of compliance with an appropriate standard. (See section 4.4.2)

**5.1.2.** All sizing, measurements, and final fitting shall be done at no expense to, and shall be scheduled at the convenience of, the Purchasing Entity.

**5.1.3.** All orders regardless of quantity shall be delivered to Purchasing Entities within sixty (60) calendar days after Contractor receipt of order.

**5.1.4.** Body Armor improperly fitted to an individual shall be adjusted or replaced and delivered to the individual within thirty (30) calendar days by the Contractor at no expense to the Purchasing Entity.

**5.1.5.** Product invoice shall contain at a minimum:

- 5.1.5.1. Name of Purchasing Entity
- 5.1.5.2. Master Agreement Number
- 5.1.5.3. Name, phone number and address of Purchasing Entity
- 5.1.5.4. Order date

- 5.1.5.5. Description of product ordered
- 5.1.5.6. NIJ CPL model designation and threat level.
- 5.1.5.7. Serial number
- 5.1.5.8. Price
- 5.1.5.9. Any additional information required by the Purchasing Entity.

- 5.1.6. Master Agreement Order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- 5.1.7. Contractor shall accept procurement credit cards as a form of payment from Purchasing Entity, with no additional charge or fee assessed.
- 5.1.8. Contractor shall provide a centralized billing option, upon request, and at the discretion of a Participating State or Entity.
- 5.1.9. Distributor may invoice the Purchasing Entity directly, unless otherwise specified in a Participating Addendum.
- 5.1.10. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of Products, and/or Services contemplated by this Master Agreement.
- 5.1.11. Contractor shall not begin work without a valid purchase order or other appropriate commitment document compliant with the law of the Purchasing Entity.
- 5.1.12. Orders must be placed consistent with the terms of this Master Agreement, and only during the term of this Master Agreement.
- 5.1.13. All communications concerning administration of Orders placed shall be furnished solely to the authorized individual within the Purchasing Entity's location, or to such other individual identified in writing in the Order.
- 5.1.14. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 240 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- 5.1.15. All deliveries must be FOB Destination; freight prepaid by the Contractor to the Purchasing Entity's specified location. Responsibility and liability for loss or damage for all orders will remain with the Contractor until final inspection and acceptance, when responsibility will pass to the Purchasing Entity, except the responsibility for latent defects, fraud, and the warranty obligations.
- 5.1.16. The delivery days and delivery hours shall be established by each individual Purchasing Entity.

## **5.2. Payment**

Payment for completion of a Contract Order is normally made within thirty (30) days following the date the entire Order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days, the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance.



## **6. GENERAL PROVISIONS**

### **6.1. Insurance**

- 6.1.1.** Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option; result in termination of its Participating Addendum.
- 6.1.2.** Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
- a)** Commercial General Liability covering premises operations, Independent Contractors, Products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence, \$2 million general aggregate, \$2 million Products and completed operations aggregate and \$50,000 and any one fire. If any aggregate limit is reduced below \$2,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Participating Entity, a certificate or other document satisfactory to the Participating Entity, showing compliance with this provision.
  - b)** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
  - c)** Automobile Liability covering any auto (including owned, hired and non-owned), with a minimum limit of \$1,000,000 each accident combined single limit.
  - d)** Protected Information Liability covering all loss of State Confidential Information, such as PII, PCI, PHI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate.
  - e)** Crime insurance including employee dishonesty coverage with minimum limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate.
- 6.1.3.** Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.
- 6.1.4.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that:
- a)** Names the Participating States identified in the Request for Proposal as additional insured's, and;
  - b)** Provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.
- 6.1.5.** Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within seven (7) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase

Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within fifteen (15) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

- 6.1.6.** Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Order.

**6.2. Records Administration and Audit**

- 6.2.1.** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or Orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any Order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 6.2.2.** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of this Master Agreement or Orders, or underpayment of fees found as a result of the examination of the Contractor's records.
- 6.2.3.** The rights and obligations herein right exist in addition to any quality assurance obligation in this Master Agreement requiring the Contractor to self-audit Contract obligations and that permits the Lead State to review compliance with those obligations.

**6.3. Confidentiality, Non-Disclosure, and Injunctive Relief**

- 6.3.1. Confidentiality.** Contractor acknowledges that it and its employees or Authorized Dealers may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or Authorized Dealers in the performance of this Master Agreement, including, but not necessarily limited to:
- a)** Any Purchasing Entity's records;
  - b)** Personnel records;
  - c)** Information concerning individuals is Confidential Information of Purchasing Entity. Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that:
    - i)** Is or becomes (other than by disclosure by Contractor) publicly known;

- ii) Is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement;
- iii) Is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement;
- iv) Is obtained from a source other than Purchasing Entity without the obligation of confidentiality;
- v) Is disclosed with the written consent of Purchasing Entity; or
- vi) Is independently developed by employees, Dealers or Subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

**6.3.2. Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and Distributors of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

**6.3.3. Injunctive Relief.** Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

**6.3.4. Purchasing Entity Law.** These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

**6.3.5.** The rights granted to Purchasing Entities, and the Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to **§6.2 (Records Administration and Audit)**. To the extent permitted by law, Contractor shall notify the Lead State of any entity seeking access to the Confidential Information described in this subsection.

**6.4. License of Pre-Existing Intellectual Property**

Contractor grants to the Purchasing Entity a non-exclusive, perpetual, irrevocable, unlimited license to use, modify, or dispose of the Intellectual Property and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

**6.5. Public Information**

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

**6.6. Assignment/Subcontracts**

**6.6.1.** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

**6.6.2.** The Lead State reserves the right to assign any rights or duties, including written assignment of Contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

**6.7. Changes in Contractor Representation**

The Contractor must notify the Lead State of changes in the Contractor's Key Personnel, in writing within ten (10) calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed in the Contractor's proposal.

**6.8. Independent Contractor**

**6.8.1.** Contractor shall perform duties as an Independent Contractor, and not as an employee. Neither the Contractor nor any employee or Authorized Dealer of the Contractor, shall be or deemed to be an employee of the Lead State, NASPO ValuePoint, and/or any Participating State or Entity.

**6.8.2.** Contractor acknowledges that its employees are not entitled to unemployment insurance benefits unless the Contractor or a Third Party provides such coverage, and that the Lead State, NASPO ValuePoint and any Participating State or Entity does not pay for or otherwise provide such coverage.

**6.8.3.** Contractor shall have no authority to bind the Lead State, NASPO ValuePoint and any Participating State or Entity to any agreements, liability, or understanding except as may be expressly set forth in this Master Agreement, Participating Addendum or an Order.

**6.9. Force Majeure**

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of this Master Agreement.

**6.10. Defaults and Remedies**

**6.10.1.** The occurrence of any of the following events shall be an event of default under this Master Agreement:

- a) Nonperformance of contractual requirements; or

- b) A material breach of any term or condition of this Master Agreement; or
- c) Any certification, representation or warranty by Contractor in this Master Agreement that proves to be untrue or materially misleading; or
- d) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- e) Any default specified in another section of this Master Agreement.

**6.10.2.** Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of thirty (30) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part, if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis.

**6.10.3.** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

- a) Exercise any remedy provided by law;
- b) Terminate this Master Agreement and any related Contracts or portions thereof;
- c) Impose liquidated damages as provided in this Master Agreement;
- d) Suspend Contractor from being able to respond to future Solicitations;
- e) Suspend Contractor's performance; and
- f) Withhold payment until the default is remedied.

**6.10.4.** Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in this Master Agreement, in addition to those set forth in its Participating Addendum.

**6.10.5.** Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

#### **6.11. Waiver of Breach**

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or an Order.

#### **6.12. Debarment**

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

### **6.13. Indemnification**

**6.13.1.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or Subcontractors or volunteers, at any tier, relating to the performance under this Master Agreement.

**6.13.2. Indemnification – Intellectual Property.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

**6.13.3.** The Contractor's obligations under this section shall not extend to any combination of the Product with any other Product, system or method, unless the Product, system or method is:

- a) Provided by the Contractor or the Contractor's subsidiaries or affiliates;
- b) Specified by the Contractor to work with the Product;
- c) Reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available Product, system or method capable of performing the same function; or
- d) It would be reasonably expected to use the Product in combination with such Product, system or method.

**6.13.4.** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

### **6.14. No Waiver of Sovereign Immunity**

**6.14.1.** In no event shall this Master Agreement, any Participating Addendum or any Contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental



immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

- 6.14.2.** This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

**6.15. Governing Law and Venue**

- 6.15.1.** The construction and effect of this Master Agreement shall be governed by the laws of the Lead State. Venue for any administrative or judicial action relating to this Master Agreement shall be in the City and County of Denver, Colorado.

- 6.15.2.** The construction and effect of any Participating Addendum or Order against this Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

- 6.15.3.** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): The Lead State for claims relating to the procurement, evaluation, award, or Contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

**6.16. Assignment of Antitrust Rights**

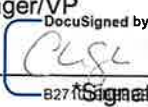
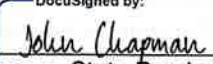
Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any Goods or Services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

**6.17. Contract Provisions for Orders Utilizing Federal Funds**

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

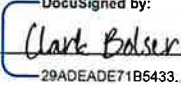
**THE PARTIES HERETO HAVE EXECUTED THIS MASTER AGREEMENT**

**\* Individual signing for Contractor hereby swears and affirms that they are authorized to act on Contractor's behalf and acknowledge that the Lead State is relying on their representations to that effect.**

<p><b>CONTRACTOR</b> <b>GH Armor Systems Inc.</b></p> <p>By: Chris Grado Title: General Manager/VP</p> <p>By: <u></u> B27115 Signature</p> <p>Date: <u>11/9/2020</u></p>	<p><b>STATE OF COLORADO</b> <b>Jared Polis, Governor</b> Department of Personnel &amp; Administration State Purchasing &amp; Contracts Office Kara Veitch, Executive Director</p> <p>By: <u></u> John Chapman, State Purchasing Manager</p> <p>Date: <u>11/10/2020</u></p>
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**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

**CRS §24-30-202 requires the State Controller to approve all State Contracts. This Master Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any Goods and/or Services provided hereunder.**

<p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: <u></u> 29ADEADE71B5433...</p> <p>Date: <u>11/10/2020</u></p>
--

**EXHIBIT A, PRODUCT AND PRICE LISTS**

Separate attachment

**EXHIBIT B, AGENTS AND DISTRIBUTORS BY STATE**

Separate attachment

**EXHIBIT C, WARRANTY AND RECYCLING PLAN**

Separate attachment

**EXHIBIT D, NASPO VALUEPOINT DETAILED SALES REPORTING TEMPLATE**

Separate attachment

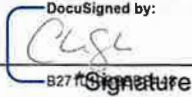
## EXHIBIT E, CONTRACTOR ATTESTATION

Individual signing for Contractor hereby swears and affirms that they are authorized to act on Contractor's behalf and acknowledge that the Lead State is relying on their representations to that effect.

Contractor

By: \_\_\_\_\_

DocuSigned by:

  
Signature

Date: 11/9/2020

For each shield and helmet listed in Exhibit A.

GH Armor Systems Inc. attests that the SHB4 Series ballistic-resistant shield listed in Exhibit A (Product and Price Lists) is in compliance with NIJ Standard 0108.01 when tested with the NIJ ballistic test threats from NIJ Standard 0108.01, Type III-A, and that the products being sold under this contract are the same ballistic material and design as the test samples evaluated in the provided test report: Job No 2080-168 Shield SHB4 Level IIIA Test Date 24-May-2017

GH Armor Systems Inc. attests that the HB2 Series ballistic-resistant helmet listed in Exhibit A (Product and Price Lists) is in compliance with NIJ Standard 0106.01 when tested with the NIJ ballistic test threats from NIJ Standard 0101.06, Level IIIA, and that the products being sold under this contract are the same ballistic material and design as the test samples evaluated in the provided test report: Record No SAF13197 Helmet HB2 Level IIA Test Date 3/20/2019

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint**  
**Body Armor and Ballistic Resistant Products**  
Administered by the State of **Colorado** (hereinafter "Lead State")

**MASTER AGREEMENT**  
**GH Armor Systems, Inc.**  
Master Agreement No: **164713**  
(hereinafter "Contractor")

And

**TENNESSEE, MONTGOMERY COUNTY SHERIFFS OFFICE**  
(hereinafter "Participating State/Entity")

1. **Scope:** This addendum covers the **Body Armor and Ballistic Resistant Products** led by the State of **Colorado** for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Participating State/Entity Modifications or Additions to Master Agreement:**  
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

Participating State/Entity to check one box.

☒ No changes to the terms and conditions of the Master Agreement are required

☐ The following changes are modifying or supplementing the Master Agreement terms and conditions.

4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor: GH Armor Systems, Inc.

Name	Chris Grado
Address	1 Sentry Drive, P.O. Box 280, Dover, TN 37058
Telephone	606-219-5159
E-mail	cgrado@gharmor.com

Participating Entity:

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint**  
**Body Armor and Ballistic Resistant Products**  
Administered by the State of Colorado (hereinafter "Lead State")

**MASTER AGREEMENT**  
**GH Armor Systems, Inc.**  
Master Agreement No: 164713  
(hereinafter "Contractor")


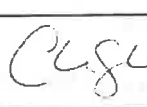
And

**TENNESSEE, MONTGOMERY COUNTY SHERIFFS OFFICE**  
(hereinafter "Participating State/Entity")

Name	MONTGOMERY COUNTY SHERIFF'S OFFICE
Address	120 COMMERCE STREET CLARKSVILLE TN 37040
Telephone	931-648-0611 EXT 13512
Fax	
E-mail	TLSEUTHERLAND@MCGTN.NET, TLCOOK@MCGTN.NET

5. **Subcontractors:** All GH Armor Systems, Inc. Distributors authorized in the State of TENNESSEE, as shown on the dedicated GH Armor Systems, Inc. NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's Distributor's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
6. **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: TENNESSEE	Contractor: <b>GH Armor Systems, Inc.</b>
By: 	By: 
Name: CPT Sonny Goodowens	Name: Chris Grado
Title: Montgomery County Sheriff's Office Administrative Services Bureau Captain	Title: VP/General Manager
Date: July 1, 2022	Date: 7/1/2022

[Additional signatures as required by Participating State]



**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint**  
**Body Armor and Ballistic Resistant Products**  
Administered by the State of **Colorado** (hereinafter "Lead State")

**MASTER AGREEMENT**  
**GH Armor Systems, Inc.**  
Master Agreement No: **164713**  
(hereinafter "Contractor")

And

**TENNESSEE, MONTGOMERY COUNTY SHERIFFS OFFICE**  
(hereinafter "Participating State/Entity")

For questions on executing a participating addendum, please contact:

NASPO ValuePoint	
Cooperative Development Coordinator	Tara Larwick
Telephone	720-551-9530
E-mail	tlarwick@naspovaluepoint.org

**[Please email fully executed PDF copy of this document to**  
**PA@naspovaluepoint.org to support documentation of participation**  
**and posting in appropriate data bases]**



**NASPO ValuePoint Master Agreement #164713**

**Pricing Effective: January 11, 2022**

**Discount 42% Off MSRP**

**GH Armor**

**1 Sentry Drive | P.O. Box 280 | Dover, TN 37058**

**Phone: 866-920-5940 | Fax: 866-920-5941**

**Email/Orders: [customerservice@gharmor.com](mailto:customerservice@gharmor.com)**

**[www.gharmor.com](http://www.gharmor.com)**

# GH ARMOR

## NASPO ValuePoint Master Agreement #164713

Effective January 11, 2022

### CONCEALABLE BODY ARMOR | SOFT ARMOR PANELS (NIJ 0101.06) BALLISTIC | PANELS ONLY - CARRIERS ORDERED SEPARATELY

Item	Series	Level	Description	NIJ Model	NASPO	Discount	MSRP
GH-EX02-II-M	Ethos EX02	II	Ethos II EX02, Male, Front/Rear Panels Only, M/Male	BA-2000S-SX03	\$826.50	42%	\$1,425.00
GH-EX02-II-F	Ethos EX02	II	Ethos II EX02, Female Structured, Front/Rear Panels Only, F/Fem Str	BA-2000S-SX03F	\$826.50	42%	\$1,425.00
GH-EX02-II-N	Ethos EX02	II	Ethos II EX02, Female Non-Structured, Front/Rear Panels Only, N/Fem Non-Str	BA-2000S-SX03	\$826.50	42%	\$1,425.00
GH-EX02-III-A-M	Ethos EX02	III-A	Ethos IIIA EX02, Male, Front/Rear Panels Only, M/Male	BA-3A00S-SX03	\$1,052.70	42%	\$1,815.00
GH-EX02-III-A-F	Ethos EX02	III-A	Ethos IIIA EX02, Female Structured, Front/Rear Panels Only, F/Fem Str	BA-3A00S-SX03F	\$1,052.70	42%	\$1,815.00
GH-EX02-III-A-N	Ethos EX02	III-A	Ethos IIIA EX02, Female Non-Structured, Front/Rear Panels Only, N/Fem Non-Str	BA-3A00S-SX03	\$1,052.70	42%	\$1,815.00
GH-HX02-II-M	Helix HX02	II	Helix II HX02, Male, Front/Rear Panels Only, M/Male	GPAIL-2	\$647.28	42%	\$1,116.00
GH-HX02-II-F	Helix HX02	II	Helix II HX02, Female Structured, Front/Rear Panels Only, F/Fem Str	GPAIL-2-F5	\$647.28	42%	\$1,116.00
GH-HX02-II-N	Helix HX02	II	Helix II HX02, Female Non-Structured, Front/Rear Panels Only, N/Fem Non-Str	GPAIL-2	\$647.28	42%	\$1,116.00
GH-HX04-III-A-M	Helix HX04	III-A	Helix IIIA HX04, Male, Front/Rear Panels Only, M/Male	GPHIIIA	\$801.56	42%	\$1,382.00
GH-HX03-III-A-F	Helix HX03	III-A	Helix IIIA HX03, Female Structured, Front/Rear Panels Only, F/Fem Str	GPHIIIA-F	\$801.56	42%	\$1,382.00
GH-HX04-III-A-N	Helix HX04	III-A	Helix IIIA HX04, Female Non-Structured, Front/Rear Panels Only, N/Fem Non-Str	GPHIIIA	\$801.56	42%	\$1,382.00
GH-LX02-II-M	LiteX LX02	II	LiteX II LX02, Male, Front/Rear Panels Only, M/Male	GPBII-3	\$555.64	42%	\$958.00
GH-LX02-II-F	LiteX LX02	II	LiteX II LX02, Female Structured, Front/Rear Panels Only, F/Fem Str	GPBII-3-F3	\$555.64	42%	\$958.00
GH-LX02-II-N	LiteX LX02	II	LiteX II LX02, Female Non-Structured, Front/Rear Panels Only, N/Fem Non-Str	GPBII-3	\$555.64	42%	\$958.00
GH-LX02-III-A-M	LiteX LX02	III-A	LiteX IIIA LX02, Male, Front/Rear Panels Only, M/Male	GPBIIIA-2	\$647.28	42%	\$1,116.00
GH-LX02-III-A-F	LiteX LX02	III-A	LiteX IIIA LX02, Female Structured, Front/Rear Panels Only, F/Fem Str	GPBIIIA-3-F	\$647.28	42%	\$1,116.00
GH-LX02-III-A-N	LiteX LX02	III-A	LiteX IIIA LX02, Female Non-Structured, Front/Rear Panels Only, N/Fem Non-Str	GPBIIIA-2	\$647.28	42%	\$1,116.00
GH-PX03-II-M	ProX PX03	II	ProX II PX03, Male, Front/Rear Panels Only, M/Male	BA-2000S-MR01	\$459.94	42%	\$793.00
GH-PX03-II-F	ProX PX03	II	ProX II PX03, Female Structured, Front/Rear Panels Only, F/Fem Str	BA-2000S-MR01F	\$459.94	42%	\$793.00
GH-PX03-II-N	ProX PX03	II	ProX II PX03, Female Non-Structured, Front/Rear Panels Only, N/Fem Non-Str	BA-2000S-MR01	\$459.94	42%	\$793.00
GH-PX02-III-A-M	ProX PX02	III-A	ProX IIIA PX02, Male, Front/Rear Panels Only, M/Male	GPCIIA-2	\$457.62	42%	\$789.00
GH-PX02-III-A-N	ProX PX02	III-A	ProX IIIA PX02, Female Non-Structured, Front/Rear Panels Only, N/Fem Non-Str	GPCIIA-2	\$457.62	42%	\$789.00
GH-PX03-III-A-M	ProX PX03	III-A	ProX IIIA PX03, Male, Front/Rear Panels Only, M/Male	BA-3A00S-MR01	\$522.58	42%	\$901.00
GH-PX03-III-A-F	ProX PX03	III-A	ProX IIIA PX03, Female Structured, Front/Rear Panels Only, F/Fem Str	BA-3A00S-MR01F	\$522.58	42%	\$901.00
GH-PX03-III-A-N	ProX PX03	III-A	ProX IIIA PX03, Female Non-Structured, Front/Rear Panels Only, N/Fem Non-Str	BA-3A00S-MR01	\$522.58	42%	\$901.00
GH-TX02-II/2-M	TalonX TX02	II/2	TalonX II/2 TX02, Male, Front/Rear Panels Only, M/Male	GPMII2-4	\$800.40	42%	\$1,380.00
GH-TX02-II/2-N	TalonX TX02	II/2	TalonX II/2 TX02, Female Non-Structured, Front/Rear Panels Only, N/Fem Non-Str	GPMII2-4	\$800.40	42%	\$1,380.00

### CONCEALABLE BODY ARMOR | SOFT ARMOR PANELS (NIJ 0115.00) SPIKE | PANELS ONLY - CARRIERS ORDERED SEPARATELY

Item	Series	Level	Description	NIJ Model	NASPO	Discount	MSRP
GH-T01-1-M	Talon T01	1	Talon 1 T01, Male, Front/Rear Panels Only, M/Male	S1A-10-PXT	\$277.24	42%	\$478.00
GH-T01-1-N	Talon T01	1	Talon 1 T01, Female Non-Structured, Front/Rear Panels Only, N/Fem Non-Str	S1A-10-PXT	\$277.24	42%	\$478.00
GH-T02-2-M	Talon T02	2	Talon 2 T02, Male, Front/Rear Panels Only, M/Male	GP52-1	\$369.46	42%	\$637.00
GH-T02-2-N	Talon T02	2	Talon 2 T02, Female Non-Structured, Front/Rear Panels Only, N/Fem Non-Str	GP52-1	\$369.46	42%	\$637.00
GH-T02-3-M	Talon T02	3	Talon 3 T02, Male, Front/Rear Panels Only, M/Male	GP53-1	\$430.94	42%	\$743.00
GH-T02-3-N	Talon T02	3	Talon 3 T02, Female Non-Structured, Front/Rear Panels Only, N/Fem Non-Str	GP53-1	\$430.94	42%	\$743.00

### CONCEALABLE BODY ARMOR | ALTERATION & MODIFICATION FEES

Item	Description	NASPO	Discount	MSRP
GH-ALTER	Fee for Alteration to Smaller Size (Soft Armor Panels and Concealable Carriers)	\$29.00	42%	\$50.00
GH-MOD1	Fee for Class 1 Design Modification	\$7.25	42%	\$12.50
GH-MOD2	Fee for Class 2 Design Modification	\$14.50	42%	\$25.00
GH-MOD3	Fee for Class 3 Design Modification	\$36.25	42%	\$62.50

CARRIERS FOR SOFT ARMOR PANELS					
Product #	Description		NASPO	Discount	MSRP
GH-LPC	[LPC] Low Profile Concealable Carrier		\$80.62	42%	\$139.00
GH-USC	[USC] Uniform Shirt Carrier		\$155.44	42%	\$268.00
GH-USC.M	[USC.M] Uniform Shirt Carrier, MOLLE (No Dress Pockets)		\$179.22	42%	\$309.00
GH-USC.M3	[USC.M3] Uniform Shirt Carrier, MOLLE 3 (Dress Pockets, 3+ Rows of MOLLE)		\$185.02	42%	\$319.00
GH-CFC	[CFC] Clean Front Carrier		\$140.94	42%	\$243.00
GH-CFC.S	[CFC.S] Clean Front Carrier, Slick		\$130.50	42%	\$225.00
GH-TOC.F	[TOC.F] Tactical Outer Carrier, Fixed Pockets		\$198.36	42%	\$342.00
GH-TRC.M	[TRC.M] Tactical Response Carrier, MOLLE		\$210.54	42%	\$363.00
GH-TRC.L	[TRC.L] Tactical Response Carrier, Laser-Cut MOLLE		\$246.50	42%	\$425.00
GH-TCC.M	[TCC.M] Tactical Cumberbund Carrier, MOLLE		\$274.34	42%	\$473.00
GH-TCC.MQC	[TCC.MQC] Tactical Cumberbund Carrier, MOLLE, Quick-Clip		\$366.56	42%	\$632.00
GH-TCC.MTUBES	[TCC.MTUBES] Tactical Cumberbund Carrier, MOLLE, FirstSpear Tubes® Quick Release		\$375.84	42%	\$648.00
GH-TCC.L	[TCC.L] Tactical Cumberbund Carrier, Laser-Cut MOLLE		\$305.66	42%	\$527.00
GH-TCC.LQC	[TCC.LQC] Tactical Cumberbund Carrier, Laser-Cut MOLLE, Quick-Clip		\$397.30	42%	\$685.00
GH-TCC.LTUBES	[TCC.LTUBES] Tactical Cumberbund Carrier, Laser-Cut MOLLE, FirstSpear Tubes® Quick Release		\$407.16	42%	\$702.00
GH-APB.M	[APB.M] APB Carrier, MOLLE		\$247.66	42%	\$427.00
GH-APB.L	[APB.L] APB Carrier, Laser-Cut MOLLE		\$275.50	42%	\$475.00
GH-APB.U	[APB.U] APB Carrier, Uniform (Dress Pockets)		\$253.46	42%	\$437.00
GH-APB.UM	[APB.UM] APB Carrier, Uniform MOLLE (Dress Pockets, 3+ Rows of MOLLE)		\$256.36	42%	\$442.00
GH-APB.UL	[APB.UL] APB Carrier, Uniform Laser-Cut MOLLE (Dress Pockets, 3+ Rows of MOLLE)		\$271.44	42%	\$468.00
GH-EMS.F	[EMS.F] EMS Carrier, Fixed Pockets		\$193.14	42%	\$333.00
GH-EMS.M	[EMS.M] EMS Carrier, MOLLE		\$190.24	42%	\$328.00

CARRIERS FOR LEGACY SHAPE SOFT ARMOR PANELS ONLY					
Product #	Description		NASPO	Discount	MSRP
GH-LEG-LPC	Legacy [LPC] Low Profile Concealable Carrier		\$82.94	42%	\$143.00
GH-LEG-USC	Legacy [USC] Uniform Shirt Carrier		\$128.76	42%	\$222.00
GH-LEG-USC-M1	Legacy [USC-M1] Uniform Shirt Carrier MOLLE (No Dress Pockets)		\$162.40	42%	\$280.00
GH-LEG-USC-M3	Legacy [USC-M3] Uniform Shirt Carrier MOLLE (Dress Pockets, 3+ Rows of MOLLE)		\$162.40	42%	\$280.00
GH-LEG-TOC	Legacy [TOC] Tactical Outer Carrier		\$159.50	42%	\$275.00
GH-LEG-TRC	Legacy [TRC] Tactical Response Carrier		\$199.52	42%	\$344.00
GH-LEG-TRC-B	Legacy [TRC-B] Tactical Response Carrier Bravo		\$245.92	42%	\$424.00
GH-LEG-TRC-D	Legacy [TRC-D] Tactical Response Carrier Delta		\$276.66	42%	\$477.00
GH-LEG-CFC	Legacy [CFC] Clean Front Carrier		\$110.20	42%	\$190.00
GH-LEG-APB	Legacy [APB] APB Carrier		\$233.16	42%	\$402.00

CONCEALABLE BODY ARMOR   ACCESSORIES					
Product #	Description		NASPO	Discount	MSRP
GH-STP-5X8	[STP] Soft Trauma Plate - 5x8"		\$21.75	42%	\$37.50
GH-STP-8X10	[STP] Soft Trauma Plate - 8x10"		\$38.86	42%	\$67.00
GH-HTP-5X8	[HTP] Hard Trauma Plate - 5x8"		\$28.13	42%	\$48.50
GH-RSK-LPC	[RSK] Replacement Strap Kit for [LPC] Low Profile Concealable Carrier		\$21.46	42%	\$37.00
GH-BAG	[BAG] Vest Carry Bag		\$33.64	42%	\$58.00

ID PATCHES & NAME TAPES					
Product #	Description		NASPO	Discount	MSRP
ID-BS-PATCH-2X6	ID Patch, Standard Color, 2x6"		\$11.60	42%	\$20.00
ID-BS-PATCH-3X7	ID Patch, Standard Color, 3x7"		\$13.78	42%	\$23.75
ID-BS-PATCH-3X8.5	ID Patch, Standard Color, 3x8.5"		\$15.23	42%	\$26.25
ID-BS-PATCH-3X9	ID Patch, Standard Color, 3x9"		\$15.52	42%	\$26.75
ID-BS-PATCH-3X10	ID Patch, Standard Color, 3x10"		\$16.68	42%	\$28.75
ID-BS-PATCH-4X10	ID Patch, Standard Color, 4x10"		\$20.30	42%	\$35.00
ID-BS-PATCH-4X11	ID Patch, Standard Color, 4x11"		\$21.32	42%	\$36.75
ID-BS-NAME-1X4	Name Tape, Standard Color, 1x4"		\$8.70	42%	\$15.00
ID-BS-NAME-1X5	Name Tape, Standard Color, 1x5"		\$8.99	42%	\$15.50
ID-BS-NAME-1X6	Name Tape, Standard Color, 1x6"		\$9.43	42%	\$16.25
ID-BR-PATCH-2X6	ID Patch, Reflective Color, 2x6"		\$14.50	42%	\$25.00
ID-BR-PATCH-3X7	ID Patch, Reflective Color, 3x7"		\$16.97	42%	\$29.25
ID-BR-PATCH-3X8.5	ID Patch, Reflective Color, 3x8.5"		\$18.85	42%	\$32.50
ID-BR-PATCH-3X9	ID Patch, Reflective Color, 3x9"		\$19.58	42%	\$33.75
ID-BR-PATCH-3X10	ID Patch, Reflective Color, 3x10"		\$21.03	42%	\$36.25
ID-BR-PATCH-4X10	ID Patch, Reflective Color, 4x10"		\$25.38	42%	\$43.75
ID-BR-PATCH-4X11	ID Patch, Reflective Color, 4x11"		\$26.83	42%	\$46.25
ID-BR-NAME-1X4	Name Tape, Reflective Color, 1x4"		\$10.44	42%	\$18.00
ID-BR-NAME-1X5	Name Tape, Reflective Color, 1x5"		\$11.17	42%	\$19.25
ID-BR-NAME-1X6	Name Tape, Reflective Color, 1x6"		\$11.89	42%	\$20.50

**TACTICAL BODY ARMOR | ATLAS T3 TACTICAL PLATE CARRIER**

Product #	Description	NU	Level	NU Model	NASPO	Discount	MSRP
GH-AT3-VEST-CRR	Atlas T3 Tactical Plate Carrier (Carrier Only)	N/A	N/A	N/A	\$364.82	42%	\$629.00
GH-AT3-VEST-EX02-III	Atlas T3 Soft Armor Panels - Ethos IIIA EX02 (Panels Only)	06	IIIA	BA-3A005-SX03	\$849.70	42%	\$1,465.00
GH-AT3-VEST-HX04-III	Atlas T3 Soft Armor Panels - Helix IIIA HX04 (Panels Only)	06	IIIA	GPHIIIA	\$635.10	42%	\$1,095.00
GH-AT3-VEST-LX02-III	Atlas T3 Soft Armor Panels - LiteX IIIA LX02 (Panels Only)	06	IIIA	GPBIIIA-2	\$483.14	42%	\$833.00
GH-AT3-VEST-PX02-III	Atlas T3 Soft Armor Panels - ProX IIIA PX02 (Panels Only)	06	IIIA	GPCIIIA-2	\$346.84	42%	\$598.00
GH-AT3-VEST-PX03-III	Atlas T3 Soft Armor Panels - ProX IIIA PX03 (Panels Only)	06	IIIA	BA-3A005-MR01	\$433.84	42%	\$748.00

**TACTICAL BODY ARMOR | ATLAS T5 EXTENDED COVERAGE TACTICAL VEST**

Product #	Description	NU	Level	NU Model	NASPO	Discount	MSRP
GH-AT5-VEST-CRR	Atlas T5 Tactical Vest Carrier (Carrier Only)	N/A	N/A	N/A	\$371.20	42%	\$640.00
GH-AT5-VEST-EX02-III	Atlas T5 Soft Armor Panels - Ethos IIIA EX02 (Panels Only)	06	IIIA	BA-3A005-SX03	\$957.00	42%	\$1,650.00
GH-AT5-VEST-HX04-III	Atlas T5 Soft Armor Panels - Helix IIIA HX04 (Panels Only)	06	IIIA	GPHIIIA	\$742.40	42%	\$1,280.00
GH-AT5-VEST-LX02-III	Atlas T5 Soft Armor Panels - LiteX IIIA LX02 (Panels Only)	06	IIIA	GPBIIIA-2	\$568.40	42%	\$980.00
GH-AT5-VEST-PX02-III	Atlas T5 Soft Armor Panels - ProX IIIA PX02 (Panels Only)	06	IIIA	GPCIIIA-2	\$408.90	42%	\$705.00
GH-AT5-VEST-PX03-III	Atlas T5 Soft Armor Panels - ProX IIIA PX03 (Panels Only)	06	IIIA	BA-3A005-MR01	\$524.90	42%	\$905.00

**TACTICAL BODY ARMOR | ATLAS T7 FULL COVERAGE TACTICAL VEST**

Item	Description	NU	Level	NU Model	NASPO	Discount	MSRP
GH-AT7-VEST-CRR	Atlas T7 Tactical Vest Carrier (Carrier Only)	N/A	N/A	N/A	\$377.00	42%	\$650.00
GH-AT7-VEST-EX02-III	Atlas T7 Soft Armor Panels - Ethos IIIA EX02 (Panels Only)	06	IIIA	BA-3A005-SX03	\$1,215.10	42%	\$2,095.00
GH-AT7-VEST-HX04-III	Atlas T7 Soft Armor Panels - Helix IIIA HX04 (Panels Only)	06	IIIA	GPHIIIA	\$942.50	42%	\$1,625.00
GH-AT7-VEST-LX02-III	Atlas T7 Soft Armor Panels - LiteX IIIA LX02 (Panels Only)	06	IIIA	GPBIIIA-2	\$704.70	42%	\$1,215.00
GH-AT7-VEST-PX02-III	Atlas T7 Soft Armor Panels - ProX IIIA PX02 (Panels Only)	06	IIIA	GPCIIIA-2	\$495.90	42%	\$855.00
GH-AT7-VEST-PX03-III	Atlas T7 Soft Armor Panels - ProX IIIA PX03 (Panels Only)	06	IIIA	BA-3A005-MR01	\$649.60	42%	\$1,120.00

**TACTICAL BODY ARMOR | ATLAS TACTICAL SERIES ACCESSORIES**

Product #	Description	NU	Level	NU Model	NASPO	Discount	MSRP
GH-AT-CMB-CRR	Atlas Cumberbund Carrier (Carrier Only)	N/A	N/A	N/A	\$99.18	42%	\$171.00
GH-AT-CMB-CRR-QC	Atlas Cumberbund Carrier, Quick-Clip (Carrier Only)	N/A	N/A	N/A	\$201.26	42%	\$347.00
GH-AT-CMB-EX02-III	Atlas Cumberbund Soft Armor Panels (Pair) - Ethos IIIA EX02 (Panels Only)	06	IIIA	BA-3A005-SX03	\$347.42	42%	\$599.00
GH-AT-CMB-HX04-III	Atlas Cumberbund Soft Armor Panels (Pair) - Helix IIIA HX04 (Panels Only)	06	IIIA	GPHIIIA	\$234.90	42%	\$405.00
GH-AT-CMB-LX02-III	Atlas Cumberbund Soft Armor Panels (Pair) - LiteX IIIA LX02 (Panels Only)	06	IIIA	GPBIIIA-2	\$167.04	42%	\$288.00
GH-AT-CMB-PX02-III	Atlas Cumberbund Soft Armor Panels (Pair) - ProX IIIA PX02 (Panels Only)	06	IIIA	GPCIIIA-2	\$123.54	42%	\$213.00
GH-AT-CMB-PX03-III	Atlas Cumberbund Soft Armor Panels (Pair) - ProX IIIA PX03 (Panels Only)	06	IIIA	BA-3A005-MR01	\$185.60	42%	\$320.00
GH-AT-SHLD-EX02-III	Atlas Shoulder Soft Armor Panels (Pair) - Ethos IIIA EX02 (Panels Only)	06	IIIA	BA-3A005-SX03	\$208.80	42%	\$360.00
GH-AT-SHLD-HX04-III	Atlas Shoulder Soft Armor Panels (Pair) - Helix IIIA HX04 (Panels Only)	06	IIIA	GPHIIIA	\$127.02	42%	\$219.00
GH-AT-SHLD-LX02-III	Atlas Shoulder Soft Armor Panels (Pair) - LiteX IIIA LX02 (Panels Only)	06	IIIA	GPBIIIA-2	\$92.80	42%	\$160.00
GH-AT-SHLD-PX02-III	Atlas Shoulder Soft Armor Panels (Pair) - ProX IIIA PX02 (Panels Only)	06	IIIA	GPCIIIA-2	\$71.34	42%	\$123.00
GH-AT-SHLD-PX03-III	Atlas Shoulder Soft Armor Panels (Pair) - ProX IIIA PX03 (Panels Only)	06	IIIA	BA-3A005-MR01	\$107.88	42%	\$186.00
GH-AT-CLR-EX02-III	Atlas Collar Protector with Soft Armor Panels - Ethos IIIA EX02	06	IIIA	BA-3A005-SX03	\$247.08	42%	\$426.00
GH-AT-CLR-HX04-III	Atlas Collar Protector with Soft Armor Panels - Helix IIIA HX04	06	IIIA	GPHIIIA	\$216.34	42%	\$373.00
GH-AT-CLR-LX02-III	Atlas Collar Protector with Soft Armor Panels - LiteX IIIA LX02	06	IIIA	GPBIIIA-2	\$154.28	42%	\$266.00
GH-AT-CLR-PX02-III	Atlas Collar Protector with Soft Armor Panels - ProX IIIA PX02	06	IIIA	GPCIIIA-2	\$123.54	42%	\$213.00
GH-AT-CLR-PX03-III	Atlas Collar Protector with Soft Armor Panels - ProX IIIA PX03	06	IIIA	BA-3A005-MR01	\$161.82	42%	\$279.00
GH-AT-THR-EX02-III	Atlas Throat Protector with Soft Armor Panels - Ethos IIIA EX02	06	IIIA	BA-3A005-SX03	\$148.48	42%	\$256.00
GH-AT-THR-HX04-III	Atlas Throat Protector with Soft Armor Panels - Helix IIIA HX04	06	IIIA	GPHIIIA	\$123.54	42%	\$213.00
GH-AT-THR-LX02-III	Atlas Throat Protector with Soft Armor Panels - LiteX IIIA LX02	06	IIIA	GPBIIIA-2	\$111.36	42%	\$192.00
GH-AT-THR-PX02-III	Atlas Throat Protector with Soft Armor Panels - ProX IIIA PX02	06	IIIA	GPCIIIA-2	\$83.52	42%	\$144.00
GH-AT-THR-PX03-III	Atlas Throat Protector with Soft Armor Panels - ProX IIIA PX03	06	IIIA	BA-3A005-MR01	\$104.98	42%	\$181.00
GH-AT-BCP-EX02-III	Atlas Bicep Protectors (Pair) with Soft Armor Panels - Ethos IIIA EX02	06	IIIA	BA-3A005-SX03	\$393.82	42%	\$679.00
GH-AT-BCP-HX04-III	Atlas Bicep Protectors (Pair) with Soft Armor Panels - Helix IIIA HX04	06	IIIA	GPHIIIA	\$327.12	42%	\$564.00
GH-AT-BCP-LX02-III	Atlas Bicep Protectors (Pair) with Soft Armor Panels - LiteX IIIA LX02	06	IIIA	GPBIIIA-2	\$265.06	42%	\$457.00
GH-AT-BCP-PX02-III	Atlas Bicep Protectors (Pair) with Soft Armor Panels - ProX IIIA PX02	06	IIIA	GPCIIIA-2	\$219.82	42%	\$379.00
GH-AT-BCP-PX03-III	Atlas Bicep Protectors (Pair) with Soft Armor Panels - ProX IIIA PX03	06	IIIA	BA-3A005-MR01	\$280.72	42%	\$484.00
GH-AT-GRN-EX02-III	Atlas Groin Protector with Soft Armor Panels - Ethos IIIA EX02	06	IIIA	BA-3A005-SX03	\$255.78	42%	\$441.00
GH-AT-GRN-HX04-III	Atlas Groin Protector with Soft Armor Panels - Helix IIIA HX04	06	IIIA	GPHIIIA	\$216.34	42%	\$373.00
GH-AT-GRN-LX02-III	Atlas Groin Protector with Soft Armor Panels - LiteX IIIA LX02	06	IIIA	GPBIIIA-2	\$179.22	42%	\$309.00
GH-AT-GRN-PX02-III	Atlas Groin Protector with Soft Armor Panels - ProX IIIA PX02	06	IIIA	GPCIIIA-2	\$151.38	42%	\$261.00
GH-AT-GRN-PX03-III	Atlas Groin Protector with Soft Armor Panels - ProX IIIA PX03	06	IIIA	BA-3A005-MR01	\$197.78	42%	\$341.00
GH-AT-LBP-EX02-III	Atlas Lower Back Protector with Soft Armor Panels - Ethos IIIA EX02	06	IIIA	BA-3A005-SX03	\$228.52	42%	\$394.00
GH-AT-LBP-HX04-III	Atlas Lower Back Protector with Soft Armor Panels - Helix IIIA HX04	06	IIIA	GPHIIIA	\$203.58	42%	\$351.00
GH-AT-LBP-LX02-III	Atlas Lower Back Protector with Soft Armor Panels - LiteX IIIA LX02	06	IIIA	GPBIIIA-2	\$167.04	42%	\$288.00
GH-AT-LBP-PX02-III	Atlas Lower Back Protector with Soft Armor Panels - ProX IIIA PX02	06	IIIA	GPCIIIA-2	\$148.48	42%	\$256.00
GH-AT-LBP-PX03-III	Atlas Lower Back Protector with Soft Armor Panels - ProX IIIA PX03	06	IIIA	BA-3A005-MR01	\$185.60	42%	\$320.00
GH-AT-QR	Atlas Quick Release	N/A	N/A	N/A	\$30.74	42%	\$53.00

TACTICAL BODY ARMOR   QUAD TACTICAL VEST							
Product #	Description	NU	Level	NU Model	NASPO	Discount	MSRP
GH-QD1-CRR	QUAD Tactical Vest Carrier (Carrier Only)	N/A	N/A	N/A	\$383.96	42%	\$662.00
GH-QD1-HX04-III	QUAD Soft Armor Panels - Helix IIIA HX04 (Panels Only)	06	IIIA	GPHIIIA	\$1,140.86	42%	\$1,967.00
GH-QD1-LX02-III	QUAD Soft Armor Panels - LiteX IIIA LX02 (Panels Only)	06	IIIA	GPBIIIA-2	\$1,015.00	42%	\$1,750.00
GH-QD1-PX02-III	QUAD Soft Armor Panels - ProX IIIA PX02 (Panels Only)	06	IIIA	GPCIIIA-2	\$678.60	42%	\$1,170.00

TACTICAL BODY ARMOR   QUAD TACTICAL ACCESSORIES							
Product #	Description	NU	Level	NU Model	NASPO	Discount	MSRP
GH-QD1-CMB-CRR	QUAD Cummerbund Carrier (Carrier Only)	N/A	N/A	N/A	\$99.18	42%	\$171.00
GH-QD1-CMB-HX04-III	QUAD Cummerbund Soft Armor Panels (Pair) - Helix IIIA HX04 (Panels Only)	06	IIIA	GPHIIIA	\$234.32	42%	\$404.00
GH-QD1-CMB-LX02-III	QUAD Cummerbund Soft Armor Panels (Pair) - LiteX IIIA LX02 (Panels Only)	06	IIIA	GPBIIIA-2	\$179.22	42%	\$309.00
GH-QD1-CMB-PX02-III	QUAD Cummerbund Soft Armor Panels (Pair) - ProX IIIA PX02 (Panels Only)	06	IIIA	GPCIIIA-2	\$129.92	42%	\$224.00
GH-QD1-SHLD-HX04-III	QUAD Shoulder Soft Armor Panels (Pair) - Helix IIIA HX04 (Panels Only)	06	IIIA	GPHIIIA	\$179.22	42%	\$309.00
GH-QD1-SHLD-LX02-III	QUAD Shoulder Soft Armor Panels (Pair) - LiteX IIIA LX02 (Panels Only)	06	IIIA	GPBIIIA-2	\$132.82	42%	\$229.00
GH-QD1-SHLD-PX02-III	QUAD Shoulder Soft Armor Panels (Pair) - ProX IIIA PX02 (Panels Only)	06	IIIA	GPCIIIA-2	\$102.08	42%	\$176.00
GH-QD1-CLR-HX04-III	QUAD Collar Protector with Soft Armor Panels - Helix IIIA HX04	06	IIIA	GPHIIIA	\$185.60	42%	\$320.00
GH-QD1-CLR-LX02-III	QUAD Collar Protector with Soft Armor Panels - LiteX IIIA LX02	06	IIIA	GPBIIIA-2	\$154.28	42%	\$266.00
GH-QD1-CLR-PX02-III	QUAD Collar Protector with Soft Armor Panels - ProX IIIA PX02	06	IIIA	GPCIIIA-2	\$123.54	42%	\$213.00
GH-QD1-THR-HX04-III	QUAD Throat Protector with Soft Armor Panels - Helix IIIA HX04	06	IIIA	GPHIIIA	\$129.92	42%	\$224.00
GH-QD1-THR-LX02-III	QUAD Throat Protector with Soft Armor Panels - LiteX IIIA LX02	06	IIIA	GPBIIIA-2	\$111.36	42%	\$192.00
GH-QD1-THR-PX02-III	QUAD Throat Protector with Soft Armor Panels - ProX IIIA PX02	06	IIIA	GPCIIIA-2	\$92.80	42%	\$160.00
GH-QD1-BCP-HX04-III	QUAD Bicep Protectors (Pair) with Soft Armor Panels - Helix IIIA HX04	06	IIIA	GPHIIIA	\$354.96	42%	\$612.00
GH-QD1-BCP-LX02-III	QUAD Bicep Protectors (Pair) with Soft Armor Panels - LiteX IIIA LX02	06	IIIA	GPBIIIA-2	\$296.38	42%	\$511.00
GH-QD1-BCP-PX02-III	QUAD Bicep Protectors (Pair) with Soft Armor Panels - ProX IIIA PX02	06	IIIA	GPCIIIA-2	\$240.70	42%	\$415.00
GH-QD1-GRN-HX04-III	QUAD Groin Protector with Soft Armor Panels - Helix IIIA HX04	06	IIIA	GPHIIIA	\$216.34	42%	\$373.00
GH-QD1-GRN-LX02-III	QUAD Groin Protector with Soft Armor Panels - LiteX IIIA LX02	06	IIIA	GPBIIIA-2	\$188.50	42%	\$325.00
GH-QD1-GRN-PX02-III	QUAD Groin Protector with Soft Armor Panels - ProX IIIA PX02	06	IIIA	GPCIIIA-2	\$154.28	42%	\$266.00
GH-QD1-LBP-HX04-III	QUAD Lower Back Protector with Soft Armor Panels - Helix IIIA HX04	06	IIIA	GPHIIIA	\$194.30	42%	\$335.00
GH-QD1-LBP-LX02-III	QUAD Lower Back Protector with Soft Armor Panels - LiteX IIIA LX02	06	IIIA	GPBIIIA-2	\$169.94	42%	\$293.00
GH-QD1-LBP-PX02-III	QUAD Lower Back Protector with Soft Armor Panels - ProX IIIA PX02	06	IIIA	GPCIIIA-2	\$151.38	42%	\$261.00

TACTICAL BODY ARMOR   CTC CRITICAL TACTICAL CARRIER							
Product #	Description	NU	Level	NU Model	NASPO	Discount	MSRP
GH-CTC-VEST-CRR	[CTC] Critical Tactical Carrier (Carrier Only)	N/A	N/A	N/A	\$272.02	42%	\$469.00
GH-CTC-M-VEST-CRR	[CTC.M] Critical Tactical Carrier MOLLE (Carrier Only)	N/A	N/A	N/A	\$295.22	42%	\$509.00
GH-CTC-F-VEST-CRR	[CTC.F] Critical Tactical Carrier, FIRE (Carrier Only)	N/A	N/A	N/A	\$270.28	42%	\$466.00
GH-CTC-FM-VEST-CRR	[CTC.FM] Critical Tactical Carrier MOLLE, FIRE (Carrier Only)	N/A	N/A	N/A	\$294.64	42%	\$508.00
GH-CTC-VEST-EX02-III	[CTC] Soft Armor Panels - Ethos IIIA EX02 (Panels Only)	06	IIIA	BA-3A005-SX03	\$768.50	42%	\$1,325.00
GH-CTC-VEST-HX02-II	[CTC] Soft Armor Panels - Helix II HX02 (Panels Only)	06	II	GPAII-2	\$491.84	42%	\$848.00
GH-CTC-VEST-HX04-III	[CTC] Soft Armor Panels - Helix IIIA HX04 (Panels Only)	06	IIIA	GPHIIIA	\$676.28	42%	\$1,166.00
GH-CTC-VEST-LX02-II	[CTC] Soft Armor Panels - LiteX II LX02 (Panels Only)	06	II	GPBII-3	\$414.70	42%	\$715.00
GH-CTC-VEST-LX02-III	[CTC] Soft Armor Panels - LiteX IIIA LX02 (Panels Only)	06	IIIA	GPBIIIA-2	\$491.84	42%	\$848.00
GH-CTC-VEST-PX02-III	[CTC] Soft Armor Panels - ProX IIIA PX02 (Panels Only)	06	IIIA	GPCIIIA-2	\$368.88	42%	\$636.00
GH-CTC-VEST-PX03-III	[CTC] Soft Armor Panels - ProX IIIA PX03 (Panels Only)	06	IIIA	BA-3A005-MR01	\$445.44	42%	\$768.00
GH-CTC-VEST-TX02-II/2	[CTC] Soft Armor Panels - TalonX II/2 TX02 (Panels Only)	06	II/2	GPMII2-4	\$553.32	42%	\$954.00
GH-CTC-VEST-T02-2	[CTC] Soft Armor Panels - Talon 2 T02 (Panels Only)	0115	2	GPS2-1	\$383.96	42%	\$662.00
GH-CTC-CMB-EX02-III	[CTC] Cummerbund Soft Armor Panels - Ethos IIIA EX02 (Panels Only)	06	IIIA	BA-3A005-SX03	\$368.88	42%	\$636.00
GH-CTC-CMB-HX02-II	[CTC] Cummerbund Soft Armor Panels - Helix II HX02 (Panels Only)	06	II	GPAII-2	\$230.26	42%	\$397.00
GH-CTC-CMB-HX04-III	[CTC] Cummerbund Soft Armor Panels - Helix IIIA HX04 (Panels Only)	06	IIIA	GPHIIIA	\$338.14	42%	\$583.00
GH-CTC-CMB-LX02-II	[CTC] Cummerbund Soft Armor Panels - LiteX II LX02 (Panels Only)	06	II	GPBII-3	\$199.52	42%	\$344.00
GH-CTC-CMB-LX02-III	[CTC] Cummerbund Soft Armor Panels - LiteX IIIA LX02 (Panels Only)	06	IIIA	GPBIIIA-2	\$230.26	42%	\$397.00
GH-CTC-CMB-PX02-III	[CTC] Cummerbund Soft Armor Panels - ProX IIIA PX02 (Panels Only)	06	IIIA	GPCIIIA-2	\$168.78	42%	\$291.00
GH-CTC-CMB-PX03-III	[CTC] Cummerbund Soft Armor Panels - ProX IIIA PX03 (Panels Only)	06	IIIA	BA-3A005-MR01	\$215.18	42%	\$371.00
GH-CTC-CMB-TX02-II/2	[CTC] Cummerbund Soft Armor Panels - TalonX II/2 TX02 (Panels Only)	06	II/2	GPMII2-4	\$261.00	42%	\$450.00
GH-CTC-CMB-T02-2	[CTC] Cummerbund Soft Armor Panels - Talon 2 T02 (Panels Only)	0115	2	GPS2-1	\$168.78	42%	\$291.00



SOFT ARMOR INSERTS   PLATE BACKERS							
Item	Description	NU	Level	NU Model	NASPO	Discount	MSRP
GH-PNL-PB-HX04-III-SM	Soft Armor Insert/Plate Backer (Single Panel), ESAPI Small - Helix IIIA HX04	06	IIIA	GPHIIIA	\$172.26	42%	\$297.00
GH-PNL-PB-HX04-III-MD	Soft Armor Insert/Plate Backer (Single Panel), ESAPI Medium - Helix IIIA HX04	06	IIIA	GPHIIIA	\$233.74	42%	\$403.00
GH-PNL-PB-HX04-III-LG	Soft Armor Insert/Plate Backer (Single Panel), ESAPI Large - Helix IIIA HX04	06	IIIA	GPHIIIA	\$243.02	42%	\$419.00
GH-PNL-PB-HX04-III-XL	Soft Armor Insert/Plate Backer (Single Panel), ESAPI X-Large - Helix IIIA HX04	06	IIIA	GPHIIIA	\$245.92	42%	\$424.00
GH-PNL-PB-HX04-III-SH	Soft Armor Insert/Plate Backer (Single Panel), 10x12" Shooter's Cut - Helix IIIA HX04	06	IIIA	GPHIIIA	\$200.10	42%	\$345.00
GH-PNL-PB-HX04-III-FC	Soft Armor Insert/Plate Backer (Single Panel), 10x12" Full Cut - Helix IIIA HX04	06	IIIA	GPHIIIA	\$200.10	42%	\$345.00
GH-PNL-PB-LX02-III-SM	Soft Armor Insert/Plate Backer (Single Panel), ESAPI Small - LiteX IIIA LX02	06	IIIA	GPBIIIA-2	\$122.96	42%	\$212.00
GH-PNL-PB-LX02-III-MD	Soft Armor Insert/Plate Backer (Single Panel), ESAPI Medium - LiteX IIIA LX02	06	IIIA	GPBIIIA-2	\$153.70	42%	\$265.00
GH-PNL-PB-LX02-III-LG	Soft Armor Insert/Plate Backer (Single Panel), ESAPI Large - LiteX IIIA LX02	06	IIIA	GPBIIIA-2	\$160.08	42%	\$276.00
GH-PNL-PB-LX02-III-XL	Soft Armor Insert/Plate Backer (Single Panel), ESAPI X-Large - LiteX IIIA LX02	06	IIIA	GPBIIIA-2	\$165.88	42%	\$286.00
GH-PNL-PB-LX02-III-SH	Soft Armor Insert/Plate Backer (Single Panel), 10x12" Shooter's Cut - LiteX IIIA LX02	06	IIIA	GPBIIIA-2	\$135.72	42%	\$234.00
GH-PNL-PB-LX02-III-FC	Soft Armor Insert/Plate Backer (Single Panel), 10x12" Full Cut - LiteX IIIA LX02	06	IIIA	GPBIIIA-2	\$135.72	42%	\$234.00
GH-PNL-PB-PX02-III-SM	Soft Armor Insert/Plate Backer (Single Panel), ESAPI Small - ProX IIIA PX02	06	IIIA	GPCIIIA-2	\$92.22	42%	\$159.00
GH-PNL-PB-PX02-III-MD	Soft Armor Insert/Plate Backer (Single Panel), ESAPI Medium - ProX IIIA PX02	06	IIIA	GPCIIIA-2	\$110.78	42%	\$191.00
GH-PNL-PB-PX02-III-LG	Soft Armor Insert/Plate Backer (Single Panel), ESAPI Large - ProX IIIA PX02	06	IIIA	GPCIIIA-2	\$117.16	42%	\$202.00
GH-PNL-PB-PX02-III-XL	Soft Armor Insert/Plate Backer (Single Panel), ESAPI X-Large - ProX IIIA PX02	06	IIIA	GPCIIIA-2	\$122.96	42%	\$212.00
GH-PNL-PB-PX02-III-SH	Soft Armor Insert/Plate Backer (Single Panel), 10x12" Shooter's Cut - ProX IIIA PX02	06	IIIA	GPCIIIA-2	\$98.60	42%	\$170.00
GH-PNL-PB-PX02-III-FC	Soft Armor Insert/Plate Backer (Single Panel), 10x12" Full Cut - ProX IIIA PX02	06	IIIA	GPCIIIA-2	\$98.60	42%	\$170.00
SOFT ARMOR INSERTS   BALCS PANELS							
Product #	Description	NU	Level	NU Model	NASPO	Discount	MSRP
GH-HX04-III-BALCS-SM	BALCS Soft Armor Insert Panels (Front and Rear), Small - Helix IIIA HX04	06	IIIA	GPHIIIA	\$878.70	42%	\$1,515.00
GH-HX04-III-BALCS-MD	BALCS Soft Armor Insert Panels (Front and Rear), Medium - Helix IIIA HX04	06	IIIA	GPHIIIA	\$939.60	42%	\$1,620.00
GH-HX04-III-BALCS-LG	BALCS Soft Armor Insert Panels (Front and Rear), Large - Helix IIIA HX04	06	IIIA	GPHIIIA	\$1,078.80	42%	\$1,860.00
GH-HX04-III-BALCS-XL	BALCS Soft Armor Insert Panels (Front and Rear), X-Large - Helix IIIA HX04	06	IIIA	GPHIIIA	\$1,203.50	42%	\$2,075.00
GH-LX02-III-BALCS-SM	BALCS Soft Armor Insert Panels (Front and Rear), Small - LiteX IIIA LX02	06	IIIA	GPBIIIA-2	\$664.10	42%	\$1,145.00
GH-LX02-III-BALCS-MD	BALCS Soft Armor Insert Panels (Front and Rear), Medium - LiteX IIIA LX02	06	IIIA	GPBIIIA-2	\$710.50	42%	\$1,225.00
GH-LX02-III-BALCS-LG	BALCS Soft Armor Insert Panels (Front and Rear), Large - LiteX IIIA LX02	06	IIIA	GPBIIIA-2	\$803.30	42%	\$1,385.00
GH-LX02-III-BALCS-XL	BALCS Soft Armor Insert Panels (Front and Rear), X-Large - LiteX IIIA LX02	06	IIIA	GPBIIIA-2	\$910.60	42%	\$1,570.00
GH-PX02-III-BALCS-SM	BALCS Soft Armor Insert Panels (Front and Rear), Small - ProX IIIA PX02	06	IIIA	GPCIIIA-2	\$400.78	42%	\$691.00
GH-PX02-III-BALCS-MD	BALCS Soft Armor Insert Panels (Front and Rear), Medium - ProX IIIA PX02	06	IIIA	GPCIIIA-2	\$432.10	42%	\$745.00
GH-PX02-III-BALCS-LG	BALCS Soft Armor Insert Panels (Front and Rear), Large - ProX IIIA PX02	06	IIIA	GPCIIIA-2	\$478.50	42%	\$825.00
GH-PX02-III-BALCS-XL	BALCS Soft Armor Insert Panels (Front and Rear), X-Large - ProX IIIA PX02	06	IIIA	GPCIIIA-2	\$539.40	42%	\$930.00
GH-TX02-II/2-BALCS-SM	BALCS Soft Armor Insert Panels (Front and Rear), Small - TalonX II/2 TX02	06	II/2	GPMII2-4	\$739.50	42%	\$1,275.00
GH-TX02-II/2-BALCS-MD	BALCS Soft Armor Insert Panels (Front and Rear), Medium - TalonX II/2 TX02	06	II/2	GPMII2-4	\$785.90	42%	\$1,355.00
GH-TX02-II/2-BALCS-LG	BALCS Soft Armor Insert Panels (Front and Rear), Large - TalonX II/2 TX02	06	II/2	GPMII2-4	\$893.20	42%	\$1,540.00
GH-TX02-II/2-BALCS-XL	BALCS Soft Armor Insert Panels (Front and Rear), X-Large - TalonX II/2 TX02	06	II/2	GPMII2-4	\$1,002.82	42%	\$1,729.00
SOFT ARMOR INSERTS   COMPATIBLE WITH [TCC] TACTICAL CUMMERBUND CARRIERS [TCC.M/TCC.MQC/TCC.MTUBES/TCC.L/TCC.LQC/TCC.LTUBES]							
Product #	Description	NU	Level	NU Model	NASPO	Discount	MSRP
GH-EX02-III-TCC-CMB	TCC Cumberbund Soft Armor Panels (Pair) - Ethos IIIA EX02 (Panels Only)	06	IIIA	BA-3A00S-SX03	\$231.42	42%	\$399.00
GH-HX02-II-TCC-CMB	TCC Cumberbund Soft Armor Panels (Pair) - Helix II HX02 (Panels Only)	06	II	GPAII-2	\$158.92	42%	\$274.00
GH-HX04-III-TCC-CMB	TCC Cumberbund Soft Armor Panels (Pair) - Helix IIIA HX04 (Panels Only)	06	IIIA	GPHIIIA	\$185.02	42%	\$319.00
GH-LX02-II-TCC-CMB	TCC Cumberbund Soft Armor Panels (Pair) - LiteX II LX02 (Panels Only)	06	II	GPBII-3	\$133.98	42%	\$231.00
GH-LX02-III-TCC-CMB	TCC Cumberbund Soft Armor Panels (Pair) - LiteX IIIA LX02 (Panels Only)	06	IIIA	GPBIIIA-2	\$157.18	42%	\$271.00
GH-PX02-III-TCC-CMB	TCC Cumberbund Soft Armor Panels (Pair) - ProX IIIA PX02 (Panels Only)	06	IIIA	GPCIIIA-2	\$126.44	42%	\$218.00
TACTICAL BODY ARMOR   K-9 DOG VEST							
Product #	Description	NU	Level		NASPO	Discount	MSRP
GH-K9-VEST-CRR	K-9 Dog Vest, Carrier (Carrier Only)	N/A	N/A		\$138.33	42%	\$238.50
GH-K9-VEST-II	K-9 Dog Vest, Soft Armor Panels, Level II (Panels Only)	06	II		\$908.28	42%	\$1,566.00
GH-K9-VEST-III	K-9 Dog Vest, Soft Armor Panels, Level IIIA (Panels Only)	06	IIIA		\$1,001.08	42%	\$1,726.00

TACTICAL BODY ARMOR   B-SERIES TACTICAL MOLLE POUCHES (BLACK, RANGER GREEN, COYOTE, MULTI-CAM, DARK NAVY)				
Product #	Description	NASPO	Discount	MSRP
GH-BPCH-SPM	Single Pistol Mag	\$20.59	42%	\$35.50
GH-BPCH-DPM	Double Pistol Mag	\$29.00	42%	\$50.00
GH-BPCH-TPM	Triple Pistol Mag	\$29.00	42%	\$50.00
GH-BPCH-SCUFF	Handcuff, Single	\$20.59	42%	\$35.50
GH-BPCH-DCUFF	Handcuff, Double	\$24.94	42%	\$43.00
GH-BPCH-SDIST	#25 Distraction Device, Single	\$16.53	42%	\$28.50
GH-BPCH-SBTN	Baton/Flashlight, Single	\$24.94	42%	\$43.00
GH-BPCH-DBTN	Baton/Flashlight, Double	\$24.94	42%	\$43.00
GH-BPCH-RADIO	Radio, Universal	\$29.00	42%	\$50.00
GH-BPCH-RADIOB	Radio, Bungee, Universal	\$37.41	42%	\$64.50
GH-BPCH-SGRN	Grenade, Single	\$24.94	42%	\$43.00
GH-BPCH-DGRN	Grenade, Double	\$33.06	42%	\$57.00
GH-BPCH-UT88	Utility, 8x8"	\$29.00	42%	\$50.00
GH-BPCH-UT48V	Utility, 4x8", Vertical	\$24.94	42%	\$43.00
GH-BPCH-UT48H	Utility, 4x8", Horizontal	\$24.94	42%	\$43.00
GH-BPCH-SHOT12	Shotgun, 12 Round	\$33.06	42%	\$57.00
GH-BPCH-SHOT24	Shotgun, 24 Round	\$45.82	42%	\$79.00
GH-BPCH-S3740	37/40 MM Less Lethal, Single	\$20.59	42%	\$35.50
GH-BPCH-D3740	37/40 MM Less Lethal, Double	\$24.94	42%	\$43.00
GH-BPCH-MK	MK3/MK4 Aerosol	\$20.59	42%	\$35.50
GH-BPCH-DM4ST	M4 Mag, Double, Stacked	\$29.00	42%	\$50.00
GH-BPCH-SM4	M4 Mag, Single	\$20.59	42%	\$35.50
GH-BPCH-DM4	M4 Mag, Double	\$24.94	42%	\$43.00
GH-BPCH-TM4	M4 Mag, Triple	\$33.06	42%	\$57.00
GH-BPCH-GAS	Gas Mask	\$45.82	42%	\$79.00
GH-BPCH-MED	Medical	\$45.82	42%	\$79.00
GH-BPCH-TOURN	Tourniquet	\$41.47	42%	\$71.50
GH-BPCH-HYDRA	Hydration, 2.5L	\$37.41	42%	\$64.50
GH-BPCH-SIDE65	Side Plate, 6x6"	\$24.94	42%	\$43.00
GH-BPCH-PICK5	Pick Any Five B-Series Pouches	\$228.52	42%	\$394.00
GH-BPCH-PICK6	Pick Any Six B-Series Pouches	\$274.34	42%	\$473.00

TACTICAL BODY ARMOR   TACTICAL PLATE HARNESSES & CARRIERS							
Item	Description	NU	Level	NU Model	NASPO	Discount	MSRP
GH-HRN-PH1-ST-SCF	HRN-PH1 Tactical Plate Harness, Standard, Shooter's Cut Front	N/A	N/A	N/A	\$92.22	42%	\$159.00
GH-HRN-PH1-ST-FCF	HRN-PH1 Tactical Plate Harness, Standard, Full Cut Front	N/A	N/A	N/A	\$92.22	42%	\$159.00
GH-HRN-PH2-ST-SCF	HRN-PH2 Tactical Plate Harness w/Cummerbund, Standard, Shooter's Cut Front	N/A	N/A	N/A	\$184.44	42%	\$318.00
GH-HRN-PH2-ST-FCF	HRN-PH2 Tactical Plate Harness w/Cummerbund, Standard, Full Cut Front	N/A	N/A	N/A	\$184.44	42%	\$318.00
GH-PH2-CMB-LX02-IIIA	HRN-PH2 Cummerbund Soft Armor Panels (Pair), LiteX IIIA LX02 (Panels Only)	06	IIIA	GPBIIIA-2	\$208.80	42%	\$360.00
GH-PH2-CMB-PX02-IIIA	HRN-PH2 Cummerbund Soft Armor Panels (Pair), ProX IIIA PX02 (Panels Only)	06	IIIA	GPCIIIA-2	\$153.70	42%	\$265.00
GH-HRN-PS1	Padded Shoulder Attachments (Pair) for PH1/PH2 Tactical Plate Harness	N/A	N/A	N/A	\$18.27	42%	\$31.50
GH-PH4-VEST-CRR	PH4 Tactical Carrier (Carrier Only)	N/A	N/A	N/A	\$254.04	42%	\$438.00
GH-PH4.M-VEST-CRR	PH4.M Tactical Carrier MOLLE (Carrier Only)	N/A	N/A	N/A	\$284.20	42%	\$490.00
GH-PH4.FR-VEST-CRR	PH4.FR Tactical First Responder Carrier (Carrier Only)	N/A	N/A	N/A	\$269.12	42%	\$464.00
GH-PH4.FRM-VEST-CRR	PH4.FRM Tactical First Responder Carrier MOLLE (Carrier Only)	N/A	N/A	N/A	\$299.86	42%	\$517.00
GH-PH4-VEST-EX02-IIIA	PH4 Soft Armor Panels - Ethos IIIA EX02 (Panels Only)	06	IIIA	BA-3A005-SX03	\$768.50	42%	\$1,325.00
GH-PH4-VEST-HX02-II	PH4 Soft Armor Panels - Helix II HX02 (Panels Only)	06	II	GPAII-2	\$491.84	42%	\$848.00
GH-PH4-VEST-HX04-IIIA	PH4 Soft Armor Panels - Helix IIIA HX04 (Panels Only)	06	IIIA	GPHIIIA	\$676.28	42%	\$1,166.00
GH-PH4-VEST-LX02-II	PH4 Soft Armor Panels - LiteX II LX02 (Panels Only)	06	II	GPBII-3	\$414.70	42%	\$715.00
GH-PH4-VEST-LX02-IIIA	PH4 Soft Armor Panels - LiteX IIIA LX02 (Panels Only)	06	IIIA	GPBIIIA-2	\$491.84	42%	\$848.00
GH-PH4-VEST-PX02-IIIA	PH4 Soft Armor Panels - ProX IIIA PX02 (Panels Only)	06	IIIA	GPCIIIA-2	\$368.88	42%	\$636.00
GH-PH4-VEST-PX03-IIIA	PH4 Soft Armor Panels - ProX IIIA PX03 (Panels Only)	06	IIIA	BA-3A005-MR01	\$445.44	42%	\$768.00
GH-PH4-VEST-TX02-II/2	PH4 Soft Armor Panels - TalonX II/2 TX02 (Panels Only)	06	II/2	GPMII2-4	\$553.32	42%	\$954.00
GH-PH4-VEST-T02-2	PH4 Soft Armor Panels - Talon 2 T02 (Panels Only)	0115	2	GPS2-1	\$383.96	42%	\$662.00
GH-PH4-CMB-EX02-IIIA	PH4 Cummerbund Soft Armor Panels - Ethos IIIA EX02 (Panels Only)	06	IIIA	BA-3A005-SX03	\$368.88	42%	\$636.00
GH-PH4-CMB-HX02-II	PH4 Cummerbund Soft Armor Panels - Helix II HX02 (Panels Only)	06	II	GPAII-2	\$230.26	42%	\$397.00
GH-PH4-CMB-HX04-IIIA	PH4 Cummerbund Soft Armor Panels - Helix IIIA HX04 (Panels Only)	06	IIIA	GPHIIIA	\$338.14	42%	\$583.00
GH-PH4-CMB-LX02-II	PH4 Cummerbund Soft Armor Panels - LiteX II LX02 (Panels Only)	06	II	GPBII-3	\$199.52	42%	\$344.00
GH-PH4-CMB-LX02-IIIA	PH4 Cummerbund Soft Armor Panels - LiteX IIIA LX02 (Panels Only)	06	IIIA	GPBIIIA-2	\$230.26	42%	\$397.00
GH-PH4-CMB-PX02-IIIA	PH4 Cummerbund Soft Armor Panels - ProX IIIA PX02 (Panels Only)	06	IIIA	GPCIIIA-2	\$168.78	42%	\$291.00
GH-PH4-CMB-PX03-IIIA	PH4 Cummerbund Soft Armor Panels - ProX IIIA PX03 (Panels Only)	06	IIIA	BA-3A005-MR01	\$215.18	42%	\$371.00
GH-PH4-CMB-TX02-II/2	PH4 Cummerbund Soft Armor Panels - TalonX II/2 TX02 (Panels Only)	06	II/2	GPMII2-4	\$261.00	42%	\$450.00
GH-PH4-CMB-T02-2	PH4 Cummerbund Soft Armor Panels - Talon 2 T02 (Panels Only)	0115	2	GPS2-1	\$168.78	42%	\$291.00
GH-ASK-SCB	[SCB] Standard Carry Bag (Accommodates Harness/Plates, Bag Only)	N/A	N/A	N/A	\$42.92	42%	\$74.00
GH-ASK-PCB	[PCB] Premium Carry Bag (Accommodates Harness/Plates/Helmet, Bag Only)	N/A	N/A	N/A	\$48.72	42%	\$84.00

SPECIAL THREAT PLATES (NON-CERTIFIED)					NASPO	Discount	MSRP
Product #	Description						
GH-LEO-H2-5X7FC	[LEO-H2] LEO H2 Plate - 5x7" Special Threat Plate, Handgun Threats, Full Cut, Single-Curve				\$99.18	42%	\$171.00
GH-LEO-H2-5X8FC	[LEO-H2] LEO H2 Plate - 5x8" Special Threat Plate, Handgun Threats, Full Cut, Single-Curve				\$99.18	42%	\$171.00
GH-LEO-H2-7X9FC	[LEO-H2] LEO H2 Plate - 7x9" Special Threat Plate, Handgun Threats, Full Cut, Single-Curve				\$116.00	42%	\$200.00
GH-LEO-H2-8X10FC	[LEO-H2] LEO H2 Plate - 8x10" Special Threat Plate, Handgun Threats, Full Cut, Single-Curve				\$125.28	42%	\$216.00
GH-LEO-H2-8X10SH	[LEO-H2] LEO H2 Plate - 8x10" Special Threat Plate, Handgun Threats, Shooter's Cut, Single-Curve				\$125.28	42%	\$216.00
GH-LEO-H2-10X12FC	[LEO-H2] LEO H2 Plate - 10x12" Special Threat Plate, Handgun Threats, Full Cut, Single-Curve				\$174.00	42%	\$300.00
GH-LEO-H2-10X12SH	[LEO-H2] LEO H2 Plate - 10x12" Special Threat Plate, Handgun Threats, Shooter's Cut, Single-Curve				\$174.00	42%	\$300.00
GH-LEO-M2-5X7FC	[LEO-M2] LEO M2 Plate - 5x7" Special Threat Plate, Multi-Threats, Full Cut, Single-Curve				\$124.12	42%	\$214.00
GH-LEO-M2-5X8FC	[LEO-M2] LEO M2 Plate - 5x8" Special Threat Plate, Multi-Threats, Full Cut, Single-Curve				\$124.12	42%	\$214.00
GH-LEO-M2-5X8FC	[LEO-M2] LEO M2 Plate - 5x8" Special Threat Plate, Multi-Threats, Full Cut, Single-Curve				\$157.18	42%	\$271.00
GH-LEO-M2-7X9FC	[LEO-M2] LEO M2 Plate - 7x9" Special Threat Plate, Multi-Threats, Full Cut, Single-Curve				\$231.42	42%	\$399.00
GH-LEO-M2-10X12SH	[LEO-M2] LEO M2 Plate - 10x12" Special Threat Plate, Multi-Threats, Shooter's Cut, Single-Curve				\$237.80	42%	\$410.00
GH-LEO-R1-5X8FC	[LEO-R1] LEO R1 Plate - 5x8" Special Threat Plate, Rifle Threats, Full Cut, Single-Curve				\$284.20	42%	\$490.00
GH-LEO-R1-7X9FC	[LEO-R1] LEO R1 Plate - 7x9" Special Threat Plate, Rifle Threats, Full Cut, Single-Curve				\$347.42	42%	\$599.00
GH-LEO-R1-8X10FC	[LEO-R1] LEO R1 Plate - 8x10" Special Threat Plate, Rifle Threats, Full Cut, Multi-Curve				\$347.42	42%	\$599.00
GH-LEO-R1-8X10SH	[LEO-R1] LEO R1 Plate - 8x10" Special Threat Plate, Rifle Threats, Shooter's Cut, Multi-Curve				\$426.88	42%	\$736.00
GH-LEO-R1-10X12FC	[LEO-R1] LEO R1 Plate - 10x12" Special Threat Plate, Rifle Threats, Full Cut, Multi-Curve				\$426.88	42%	\$736.00
GH-LEO-R1-10X12SH	[LEO-R1] LEO R1 Plate - 10x12" Special Threat Plate, Rifle Threats, Shooter's Cut, Multi-Curve				\$291.74	42%	\$503.00
GH-LEO-R3-6X6FC	[LEO-R3] LEO R3 Plate - 6x6" Special Threat ICW Plate, Rifle Threats, Full Cut, Single-Curve				\$307.40	42%	\$530.00
GH-LEO-R3-5X8FC	[LEO-R3] LEO R3 Plate - 5x8" Special Threat ICW Plate, Rifle Threats, Full Cut, Single-Curve				\$414.70	42%	\$715.00
GH-LEO-R3-7X9FC	[LEO-R3] LEO R3 Plate - 7x9" Special Threat ICW Plate, Rifle Threats, Full Cut, Single-Curve				\$537.66	42%	\$927.00
GH-LEO-R3-8X10SH	[LEO-R3] LEO R3 Plate - 8x10" Special Threat ICW Plate, Rifle Threats, Shooter's Cut, Multi-Curve				\$537.66	42%	\$927.00
GH-LEO-R3-8X10FC	[LEO-R3] LEO R3 Plate - 8x10" Special Threat ICW Plate, Rifle Threats, Full Cut, Multi-Curve				\$722.10	42%	\$1,245.00
GH-LEO-R3-10X12SH	[LEO-R3] LEO R3 Plate - 10x12" Special Threat ICW Plate, Rifle Threats, Shooter's Cut, Multi-Curve						
HARD ARMOR   LEVEL III, LEVEL IV & SPECIAL THREAT RIFLE PLATES							
Product #	Description	NIJ	Level	NIJ Model	NASPO	Discount	MSRP
GH-306-1812-6X6FC	NIJ 06, Level III Stand Alone, 6x6" Full Cut	06	III	N/A	\$240.70	42%	\$415.00
GH-306-1812-8X10FC	NIJ 06, Level III Stand Alone, 8x10" Full Cut	06	III	007-015-3000	\$414.70	42%	\$715.00
GH-306-1812-10X12FC	NIJ 06, Level III Stand Alone, 10x12" Full Cut	06	III	007-015-3000	\$498.22	42%	\$859.00
GH-306-1812-10x12SH	NIJ 06, Level III Stand Alone, 10x12" Shooter's Cut	06	III	007-015-3000	\$498.22	42%	\$859.00
GH-306-1813-6X6FC	NIJ 06, Level III Stand Alone, 6x6" Full Cut	06	III	N/A	\$249.40	42%	\$430.00
GH-306-1813-8X10FC	NIJ 06, Level III Stand Alone, 8x10" Full Cut	06	III	2120-5	\$523.16	42%	\$902.00
GH-306-1813-10x12SH	NIJ 06, Level III Stand Alone, 10x12" Shooter's Cut	06	III	2120-5	\$548.10	42%	\$945.00
GH-306-1815-5X8FC	NIJ 06, Level III+ Stand Alone, 5x8" Full Cut	06	III+	N/A	\$113.68	42%	\$196.00
GH-306-1815-6X6FC	NIJ 06, Level III+ Stand Alone, 6x6" Full Cut	06	III+	N/A	\$113.68	42%	\$196.00
GH-306-1815-8X10FC	NIJ 06, Level III+ Stand Alone, 8x10" Full Cut	06	III+	P5mmSAO	\$147.90	42%	\$255.00
GH-306-1815-8X10SH	NIJ 06, Level III+ Stand Alone, 8x10" Shooter's Cut	06	III+	P5mmSAO	\$147.90	42%	\$255.00
GH-306-1815-10X12FC	NIJ 06, Level III+ Stand Alone, 10x12" Full Cut	06	III+	P5mmSAO	\$162.98	42%	\$281.00
GH-306-1815-10x12SH	NIJ 06, Level III+ Stand Alone, 10x12" Shooter's Cut	06	III+	P5mmSAO	\$162.98	42%	\$281.00
GH-306-1816-8X10SH	NIJ 06, Level III+ Stand Alone, 8x10" Shooter's Cut	06	III+	3810	\$585.80	42%	\$1,010.00
GH-306-1816-10x12SH	NIJ 06, Level III+ Stand Alone, 10x12" Shooter's Cut	06	III+	3810	\$725.00	42%	\$1,250.00
GH-306-1817-6X6FC	NIJ 06, Level III Stand Alone, 6x6" Full Cut SC	06	III	N/A	\$203.00	42%	\$350.00
GH-306-1817-8X10FC	NIJ 06, Level III Stand Alone, 8x10" Full Cut MC	06	III	DT106E	\$325.96	42%	\$562.00
GH-306-1817-8X10SH	NIJ 06, Level III Stand Alone, 8x10" Shooter's Cut MC	06	III	DT106E	\$325.96	42%	\$562.00
GH-306-1817-10x12FC	NIJ 06, Level III Stand Alone, 10x12" Full Cut MC	06	III	DT106E	\$445.73	42%	\$768.50
GH-306-1817-10x12SH	NIJ 06, Level III Stand Alone, 10x12" Shooter's Cut MC	06	III	DT106E	\$445.73	42%	\$768.50
GH-306-1818-6X6FC	NIJ 06, Level III+ Stand Alone, 6x6" Full Cut SC	06	III+	N/A	\$243.60	42%	\$420.00
GH-306-1818-8X10FC	NIJ 06, Level III+ Stand Alone, 8x10" Full Cut MC	06	III+	DT206C	\$350.90	42%	\$605.00
GH-306-1818-8X10SH	NIJ 06, Level III+ Stand Alone, 8x10" Shooter's Cut MC	06	III+	DT206C	\$350.90	42%	\$605.00
GH-306-1818-10x12FC	NIJ 06, Level III+ Stand Alone, 10x12" Full Cut MC	06	III+	DT206C	\$458.20	42%	\$790.00
GH-306-1818-10x12SH	NIJ 06, Level III+ Stand Alone, 10x12" Shooter's Cut MC	06	III+	DT206C	\$458.20	42%	\$790.00
GH-306-1819-6X6FC	NIJ 06, Level III Stand Alone, 6x6" Full Cut SC	06	III	N/A	\$384.25	42%	\$662.50
GH-306-1819-8X10FC	NIJ 06, Level III Stand Alone, 8x10" Full Cut MC	06	III	DT306P	\$593.34	42%	\$1,023.00
GH-306-1819-8X10SH	NIJ 06, Level III Stand Alone, 8x10" Shooter's Cut MC	06	III	DT306P	\$593.34	42%	\$1,023.00
GH-306-1819-10x12FC	NIJ 06, Level III Stand Alone, 10x12" Full Cut MC	06	III	DT306P	\$829.98	42%	\$1,431.00
GH-306-1819-10x12SH	NIJ 06, Level III Stand Alone, 10x12" Shooter's Cut MC	06	III	DT306P	\$829.98	42%	\$1,431.00
GH-ST-102-6X6FC	Special Threat ICW, 6x6" Full Cut	N/A	ST	N/A	\$116.00	42%	\$200.00
GH-ST-102-7X9FC	Special Threat ICW, 7x9" Full Cut	N/A	ST	N/A	\$132.53	42%	\$228.50
GH-ST-102-10X12SH	Special Threat ICW, 10x12" Shooter's Cut	N/A	ST	N/A	\$165.88	42%	\$286.00

HARD ARMOR   BALLISTIC HELMETS (BLACK, COYOTE, KHAKI, TACTICAL GREEN, FOLIAGE GREEN)							
Product #	Description	NU	Level		NASPO	Discount	MSRP
GH-HB2-PAS	PASGT IIIA Helmet w/Mesh	0106	IIIA		\$608.42	42%	\$1,049.00
GH-HB2-PAS-RET	PASGT IIIA Helmet w/Mesh and Ratchet Retention Suspension	0106	IIIA		\$633.94	42%	\$1,093.00
GH-HB2-ACH-F	ACH IIIA Full-Cut Helmet w/Mesh	0106	IIIA		\$456.46	42%	\$787.00
GH-HB2-ACH-F-RET	ACH IIIA Full-Cut Helmet w/Mesh and Ratchet Retention Suspension	0106	IIIA		\$481.98	42%	\$831.00
GH-HB2-ACH-M	ACH IIIA Mid-Cut Helmet w/Mesh	0106	IIIA		\$456.46	42%	\$787.00
GH-HB2-ACH-M-RET	ACH IIIA Mid-Cut Helmet w/Mesh and Ratchet Retention Suspension	0106	IIIA		\$481.98	42%	\$831.00
GH-HB2-ACH-H	ACH IIIA High-Cut Helmet w/Mesh	0106	IIIA		\$456.46	42%	\$787.00
GH-HB2-ACH-H-RET	ACH IIIA High-Cut Helmet w/Mesh and Ratchet Retention Suspension	0106	IIIA		\$481.98	42%	\$831.00
GH-HB2-RET	Ratchet Retention Suspension for HB2 PASGT/ACH Helmet	N/A	N/A		\$165.88	42%	\$286.00
GH-HB2-ACH-RAIL2	Rail Set for ACH Helmet	N/A	N/A		\$124.70	42%	\$215.00
GH-HB2-ACH-SH2	NVG 3-Hole Shroud for ACH Helmet	N/A	N/A		\$99.47	42%	\$171.50
GH-HB2-ACH-VEL2	Velcro Kit for ACH Helmet	N/A	N/A		\$19.72	42%	\$34.00
GH-HB2-NAPE	Nape Curtain for HB2 PASGT/ACH Helmet (Non-Ballistic)	N/A	N/A		\$24.94	42%	\$43.00
GH-HB2-BAG-S	Standard Helmet Carry Bag w/Drawstring	N/A	N/A		\$12.47	42%	\$21.50
GH-HB2-BAG-D	Deluxe Helmet Carry Bag (Accepts Helmet & Face Shield)	N/A	N/A		\$58.00	42%	\$100.00
GH-HB2-COV-2	Helmet Cover Fitted for ACH Helmet	ST	N/A		\$116.58	42%	\$201.00
GH-HB2-BFS-FC1	Ballistic Face Shield for ACH Full-Cut (Single-Hit, 9mm)	ST	N/A		\$248.82	42%	\$429.00
GH-HB2-BFS-FC2	Ballistic Face Shield for ACH Full-Cut (Multi-Hit, 9mm)	ST	N/A		\$273.76	42%	\$472.00
GH-HB2-BFS-FC3	Ballistic Face Shield for ACH Full-Cut (Multi-Hit, 9mm, .44 Mag, Tokarev)	ST	N/A		\$323.64	42%	\$558.00
GH-HB2-BFS-MC1	Ballistic Face Shield for ACH Mid-Cut (Single-Hit, 9mm)	ST	N/A		\$248.82	42%	\$429.00
GH-HB2-BFS-MC2	Ballistic Face Shield for ACH Mid-Cut (Multi-Hit, 9mm)	ST	N/A		\$273.76	42%	\$472.00
GH-HB2-BFS-MC3	Ballistic Face Shield for ACH Mid-Cut (Multi-Hit, 9mm, .44 Mag, Tokarev)	ST	N/A		\$323.64	42%	\$558.00

HARD ARMOR   BALLISTIC SHIELDS							
Product #	Description	NU	Level		NASPO	Discount	MSRP
GH-SHB4-FC-18X30-HH	Ballistic Shield - Level IIIA, 18x30", View 7x10", Full Cut, Horiz Handle	0108	IIIA		\$1,798.00	42%	\$3,100.00
GH-SHB4-FC-18X30-TG	Ballistic Shield - Level IIIA, 18x30", View 7x10", Full Cut, Tri-Grip Handle	0108	IIIA		\$1,798.00	42%	\$3,100.00
GH-SHB4-FC-18X30-HH-LED	Ballistic Shield - Level IIIA, 18x30", View 7x10", Full Cut, Horiz Handle, FoxFury B70 LED, 1200 Lum	0108	IIIA		\$3,027.60	42%	\$5,220.00
GH-SHB4-FC-18X30-TG-LED	Ballistic Shield - Level IIIA, 18x30", View 7x10", Full Cut, Tri-Grip Handle, FoxFury B70 LED, 1200 Lum	0108	IIIA		\$3,027.60	42%	\$5,220.00
GH-SHB4-FC-20X34-HH	Ballistic Shield - Level IIIA, 20x34", View 7x10", Full Cut, Horiz Handle	0108	IIIA		\$1,919.80	42%	\$3,310.00
GH-SHB4-FC-20X34-TG	Ballistic Shield - Level IIIA, 20x34", View 7x10", Full Cut, Tri-Grip Handle	0108	IIIA		\$1,919.80	42%	\$3,310.00
GH-SHB4-FC-20X34-HH-LED	Ballistic Shield - Level IIIA, 20x34", View 7x10", Full Cut, Horiz Handle, FoxFury B70 LED, 1200 Lum	0108	IIIA		\$3,149.40	42%	\$5,430.00
GH-SHB4-FC-20X34-TG-LED	Ballistic Shield - Level IIIA, 20x34", View 7x10", Full Cut, Tri-Grip Handle, FoxFury B70 LED, 1200 Lum	0108	IIIA		\$3,149.40	42%	\$5,430.00
GH-SHB4-FC-24X36-HH	Ballistic Shield - Level IIIA, 24x36", View 7x10", Full Cut, Horiz Handle	0108	IIIA		\$2,073.50	42%	\$3,575.00
GH-SHB4-FC-24X36-TG	Ballistic Shield - Level IIIA, 24x36", View 7x10", Full Cut, Tri-Grip Handle	0108	IIIA		\$2,073.50	42%	\$3,575.00
GH-SHB4-FC-24X36-HH-LED	Ballistic Shield - Level IIIA, 24x36", View 7x10", Full Cut, Horiz Handle, FoxFury B70 LED, 1200 Lum	0108	IIIA		\$3,303.10	42%	\$5,695.00
GH-SHB4-FC-24X36-TG-LED	Ballistic Shield - Level IIIA, 24x36", View 7x10", Full Cut, Tri-Grip Handle, FoxFury B70 LED, 1200 Lum	0108	IIIA		\$3,303.10	42%	\$5,695.00
GH-SHB4-WC-24X36-HH	Ballistic Shield - Level IIIA, 24x36", View 7x10", Weapons Cut, Horiz Handle	0108	IIIA		\$2,134.40	42%	\$3,680.00
GH-SHB4-WC-24X36-TG	Ballistic Shield - Level IIIA, 24x36", View 7x10", Weapons Cut, Tri-Grip Handle	0108	IIIA		\$2,134.40	42%	\$3,680.00
GH-SHB4-WC-24X36-HH-LED	Ballistic Shield - Level IIIA, 24x36", View 7x10", Weapons Cut, Horiz Handle, FoxFury B70 LED, 1200 Lum	0108	IIIA		\$3,317.60	42%	\$5,720.00
GH-SHB4-WC-24X36-TG-LED	Ballistic Shield - Level IIIA, 24x36", View 7x10", Weapons Cut, Tri-Grip Handle, FoxFury B70 LED, 1200 Lum	0108	IIIA		\$3,317.60	42%	\$5,720.00
GH-SHB4-FC-24X48-HH	Ballistic Shield - Level IIIA, 24x48", View 7x10", Full Cut, Horiz Handle	0108	IIIA		\$2,534.60	42%	\$4,370.00
GH-SHB4-FC-24X48-TG	Ballistic Shield - Level IIIA, 24x48", View 7x10", Full Cut, Tri-Grip Handle	0108	IIIA		\$2,534.60	42%	\$4,370.00
GH-SHB4-FC-24X48-HH-LED	Ballistic Shield - Level IIIA, 24x48", View 7x10", Full Cut, Horiz Handle, FoxFury B70 LED, 1200 Lum	0108	IIIA		\$3,764.20	42%	\$6,490.00
GH-SHB4-FC-24X48-TG-LED	Ballistic Shield - Level IIIA, 24x48", View 7x10", Full Cut, Tri-Grip Handle, FoxFury B70 LED, 1200 Lum	0108	IIIA		\$3,764.20	42%	\$6,490.00
GH-SHB4-LED1	LED Light for SHB4 Ballistic Shields, Non-Integrated FoxFury B30 LED, 600 Lum	N/A	N/A		\$429.20	42%	\$740.00
GH-SHB4-LED2	LED Light for SHB4 Ballistic Shields, Non-Integrated FoxFury B50 LED, 1000 Lum	N/A	N/A		\$812.00	42%	\$1,400.00
GH-SHB4-BAG-SM	Carry Bag for SHB4 Ballistic Shields, Small (Up to 30")	N/A	N/A		\$100.92	42%	\$174.00
GH-SHB4-BAG-MD	Carry Bag for SHB4 Ballistic Shields, Medium (Up to 36")	N/A	N/A		\$110.20	42%	\$190.00
GH-SHB4-BAG-LG	Carry Bag for SHB4 Ballistic Shields, Large (Up to 48")	N/A	N/A		\$119.48	42%	\$206.00

#### GH ARMOR

1 Sentry Drive, P.O. Box 280 | Dover, TN 37058 | 866-920-5940 | 866-920-5941 fax | customerservice@gharmor.com | www.gharmor.com

## MASTER AGREEMENT AMENDMENT

Amendment # 3	Master Agreement # 164713	Amendment CMS # 189593
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### 1. PARTIES

This Amendment to the above-referenced Master Agreement (“Contract”) is entered into by and between **GH Armor Systems, Inc.** (hereinafter called “Contractor”), and the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office (hereinafter called the “State”), and collectively referred to as the “Parties.”

### 2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

### 3. FACTUAL RECITALS

- A. The Parties entered into a Master Agreement effective **November 10, 2020**, that authorized Participating States to execute Participating Addenda with the Contractor for Body Armor and Ballistic Resistant Products, as set forth in the NASPO ValuePoint Master Agreement, Contract number 164713.
- B. The Contract was extended for an additional term beginning on November 11, 2022 and ending on November 10, 2023, via the issuance of Amendment #1, CMS # 174615.
- C. The Contract was extended for an additional term beginning on November 11, 2023 and ending on November 10, 2024, via the issuance of Amendment #2, CMS # 182858.

### 4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

### 5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

### 6. MODIFICATIONS

- A. Per Section 1.4.2 of the Master Agreement, this Amendment shall extend the Contract for an additional term, beginning on November 11, 2024, and ending on November 10, 2025.
- B. **Section 3.1.3** of the Master Agreement shall be modified as follows:
  - “a) All requested price increases must include documentation from the Contractor which provides a detailed explanation for the increase. The Lead State may request additional information if the Contractor’s explanation is determined to be inadequate. While requested price increases may be supported with reference to both direct and indirect costs, it shall be at the Lead State’s sole discretion (1) to determine if any requested price increase is appropriate for the Goods being offered under the Contract and (2) to approve or deny the request.”
  - “b) Reserved”
- C. **Section 3.1.6** of the Master Agreement shall be modified as follows:



“Any revisions to Product offerings (new NIJ-certified body armor, new ASTM verified ballistic helmets, and new ASTM verified ballistic shields, etc.) must be pre-approved by the Lead State, and may be allowed no more than once per quarter.”

**D. Section 3.6.3** of the Master Agreement shall be modified as follows:

“a) Any revision to Product offerings (new NIJ-certified body armor, new ASTM verified shields, and ASTM verified helmets, etc.) must be pre-approved by the Lead State, and may be allowed no more than once per quarter.”

“b) Updated Product files are required by the 1<sup>st</sup> of the month of each quarter and shall go into effect upon approval by the Lead State.”

“i. Files received after the 1<sup>st</sup> of the month or that request additional changes after pre-approval by the Lead State may not be approved for up to one hundred twenty (120) days following last submission.”

“ii. Errors in the Contractor’s submitted files may delay the approval process.”

**E. Section 4.2** of the Master Agreement shall be modified as follows:

“Body Armor and Ballistic-resistant products must be certified or verified to the NIJ or other standards listed below for the applicable products, until new standards are published and transition dates specified for those new standards occur.”

**F. Section 4.2.3** “For new helmet part numbers provided or not previously approved and active on Exhibit A Product and Price list prior to September 7, 2023, ballistic helmets shall be verified to ASTM Standard Specification E3368/E3368M.”

**G. Section 4.2.4** “For new shield part numbers provided or not previously approved and active on Exhibit A Product and Price list prior to September 7, 2023, ballistic shields shall be verified to ASTM Standard Specification E3347/E3347M.

**H. Section 4.2.5** “Ballistic-resistant body armor certified to NIJ Standard 0101.06 (2008) is acceptable until the associated NIJ CPL is no longer maintained by NIJ. Body armor certified to NIJ Standard 0101.07 is acceptable to be requested as new products are listed on the NIJ CPL after the publication of 0101.07 November 30, 2023.”

**I. Section 4.2.6** “Stab-resistant body armor certified to NIJ standard 0115.00 (2000) is acceptable until the associated NIJ CPL is no longer maintained by NIJ. Body armor certified to NIJ Standard 0115.01 is acceptable to be requested as new products after the publication of NIJ Standard 0115.01 and addition of products to the associated NIJ CPL.”

**J. Section 4.3** of the Master Agreement shall be modified as follows:

**4.3.2 addition**

“a) NIJ Standard 0101.07 ballistic protection levels NIJ HG1, NIJ HG2, NIJ RF1, NIJ RF2, and NIJ RF3 body armor models shall be listed on the associated NIJ Ballistic Armor CPL. The ballistic panels shall have the NIJ mark on the label.”

**4.3.3 addition**

“a) NIJ Standard 0115.01 stab protection categories NIJ-STAB-Commercial and NIJ-STAB-Improvised body armor models shall be listed on the associated NIJ Stab Armor CPL. The stab panels shall have the NIJ mark on the label.”

**4.3.5 addition**

“a) **In Conjunction With Armor(ICW):** NIJ Standard 0101.07 hard armor intended to provide the stated level of ballistic protection when paired with a specific model of soft armor. ICW hard armor will follow information within protection levels NIJ RFI, NIJ RF2, and NIJ RF3. The ballistic panels shall have the NIJ mark on the label.”



**4.3.9 shall be modified and replaced with:**

**“Ballistic-resistant Helmets:** Helmets not approved and added to the price list by September 7, 2023 or earlier shall be verified to ASTM E3368/E3368M for new helmet and face shield part numbers.

a) New part numbers requested to be added to the price list that are not yet verified to ASTM E3368/E3368M must be approved by the Lead State.”

**4.3.10 shall be modified and replaced with:**

**“Ballistic-resistant Shields:** Shields not approved and added to the price list by September 7, 2023 or earlier shall be verified to ASTM E3347/E3347M for new shield part numbers.

a) New part numbers requested to be added to the price list that are not yet verified to ASTM E3347/E3347M must be approved by the Lead State.”

**K. Section 4.4 of the Master Agreement shall be modified as follows:**

**4.4.3 shall be modified and replaced with:**

“Contractor shall notify the Lead State when products previously approved are suspended or removed from the NIJ CPL (e.g., NIJ Safety Notice or NIJ Advisory Notice issued) or the ASTM Verified Products List, and the items shall be removed from the current price list.”

**L. Section 4.5 of the Master Agreement shall be modified as follows:**

**4.5.3 shall be modified and replaced with:**

“All materials and construction of products on the NIJ CPL shall be the same as reported to NIJ on the “Build Sheet”. All new materials and construction of products on the ASTM verified products list shall be the same as reported on the SEI/ASTM “Verification Submittal Form” for a detailed listing/description of the components and materials. (See section 4.2.4 and 4.2.5)”

**Section 4.5.5 shall be modified and replaced with:**

“Products intended to be worn by end users shall not be “bulk ordered” inventory, nor substantially tailored or modified “off the shelf” items to fit personnel as needed, since altering products could potentially change the performance aspects of products originally certified by or verified through the ASTM Verification program.”

**M. Section 5.1 of the Master Agreement shall be modified as follows:**

**5.1.1 shall be modified and replaced with:**

“All body armor must be listed on the appropriate NIJ CPL(s) with a model status of “active” on the date the Order is placed. All ballistic shields and ballistic helmets must be listed on the ASTM Verified Products List with a model status of “active” on the date the Order is placed. Items not subject to NIJ or ASTM compliance or verification testing shall have evidence of compliance with an appropriate standard. (See section 4.4.2)”

**7. START DATE**

This Amendment shall take effect on the Effective Date.

**8. ORDER OF PRECEDENCE**

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

<p><b>CONTRACTOR</b> <b>GH Armor Systems, Inc.</b> <b>By:</b> <u>Chris Grado</u> <b>Title:</b> <u>General Manager/VP</u> <small>DocuSigned by:</small> <u>Chris Grado</u> <small>B271019BBE448...</small> <b>Signature</b> <b>Date:</b> <u>6/27/2024</u></p>	<p><b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> <b>Department of Personnel and</b> <b>Administration Tony Gherardini,</b> <b>Executive Director</b> <small>DocuSigned by:</small> <u>John Chapman</u> <b>By:</b> <u>John Chapman</u>, State Purchasing Manager <b>Date:</b> <u>6/28/2024</u></p>
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**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

**CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate.**

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

**By:** DocuSigned by:  
Nathan Manley  
56856696CC1A43A... **Nathan Manley**  
**Date:** 6/28/2024

**RESOLUTION TO ADOPT THE 2025 LEGISLATIVE AGENDA  
AS PRESENTED BY THE LEGISLATIVE LIAISON COMMITTEE**

**WHEREAS**, the Legislative Liaison Committee acts as a liaison between the Montgomery County Board of Commissioners and the Tennessee State Legislature; and

**WHEREAS**, the Legislative Liaison Committee reviews bills that may affect budget plans and/or bills that would have an adverse effect on counties, and makes recommendations to the county commission prior to presenting to the state legislature; and

**WHEREAS**, the Legislative Liaison Committee has prepared a Legislative Agenda to the 114th General Assembly for consideration by our state delegation.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners meeting in regular business session on this 13<sup>th</sup> day of January 2025, that the attached 2025 Legislative Agenda prepared by the Legislative Liaison Committee is hereby approved.

**Duly passed and approved this 13<sup>th</sup> day of January 2025.**

Sponsor

  
Wes Golden

Commissioner

  
Michael Lankford

Approved

Wes Golden, County Mayor

Attested

Teresa Cottrell, County Clerk

# **2025 LEGISLATIVE AGENDA**



**PRESENTED BY**

MONTGOMERY COUNTY GOVERNMENT



# OBJECTIVES

## COUNTY LEGISLATIVE ITEMS

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### INFRASTRUCTURE

- Prioritize funding for the widening of State Route 237/Rossvie Road from east of International Blvd to east of Kirkwood Road.
- Prioritize funding for the widening of State Route 48/Trenton Road from near SR-374 to near I-24 – included in the 2017 IMPROVE Act and the current TDOT 10-year project plan.
- Prioritize funding for the widening of Interstate 24 from west of State Route 48/Exit 1 to east of State Route 76/ Exit 11 – included in the 2017 IMPROVE Act and the current TDOT 10-year project plan.

### PUBLIC POLICY

- Support the passage of legislation to change the law to enable counties to receive all or a portion of locally collected real estate transfer taxes.
- Support efforts to incentivize the preservation of land, farms, and forestry such as SB2099 from the 113th General Assembly.
- Support the passage of a private act enabling the Montgomery County Commission to approve a fifth judge to preside over cases involving General Sessions and Juvenile Courts.

**RESOLUTION AMENDING THE BUDGET OF MONTGOMERY COUNTY TO  
APPROPRIATE FUNDS TO RECLASSIFY TWO POSITIONS WITHIN THE  
ACCOUNTS AND BUDGETS DEPARTMENT**

**WHEREAS**, the Accounts and Budgets Department of Montgomery County is ultimately responsible for the accounting and financial reporting for Montgomery County; and

**WHEREAS**, the accounting and financial reporting requirements and responsibilities have increased over time due to continued growth of the county and changes in accounting standards requirements; and

**WHEREAS**, two positions within the department became vacant in November 2024 and the Director of Accounts & Budgets is requesting to reclassify the vacant positions to better meet the needs of the department and Montgomery County; and

**WHEREAS**, a Financial Manager position is needed in the department to better serve county departments, offices, and related entities and to ensure the Accounts & Budgets Department is producing high quality, timely, and accurate accounting and financial reporting to stakeholders; and

**WHEREAS**, a part-time Senior Accountant position is needed in the department to focus on the implementation of several special projects that help modernize processes, increase payment security, and improve efficiencies to better serve county departments, offices, and related entities; and

**WHEREAS**, due to vacancy savings offsetting some of the additional cost of these positions for the FY 2025 General Fund operating budget, \$17,602 is needed to cover the reclassifications through the end of the fiscal year; and

**WHEREAS**, during the review of the Accounts & Budgets personnel budget, it was determined to reclassify certain positions to different object codes and to amend the County Official line item for the previous director's vacation payout upon resignation in July 2024; and



**WHEREAS**, Tennessee Code Annotated §5-9-407 provides a procedure for amending the budget, specifically providing that "the budget, including line items and major categories, may be amended by passage of an amendment by a majority of the members of the county legislative body."

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular session on this 13<sup>th</sup> day of January 2025, that the Montgomery County Fiscal Year 2025 operating budget is hereby amended as follows to reclassify two (2) positions within the Accounts & Budgets Department and to transfer funds within personnel line items to reflect current projections.



<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
101-52100-00000-52-51010	County Official	\$ 13,979.00
101-52100-00000-52-51050	Supervisor/Director	\$ 157,165.00
101-52100-00000-52-51190	Accountants/Bookkeepers	\$ (214,229.00)
101-52100-00000-52-51620	Clerical Personnel	\$ (27,337.00)
101-52100-00000-52-51690	Part-time Personnel	\$ 977.00
101-52100-00000-52-51890	Other Salaries & Wages	\$ 84,568.00
101-52100-00000-52-52010	Social Security	\$ 938.00
101-52100-00000-52-52040	State Retirement	\$ 1,142.00
101-52100-00000-52-52120	Employer Medicare	\$ 219.00
101-52100-00000-52-52170	Retirement-Hybrid Stabilization	\$ 180.00
	<b>Total</b>	<b>\$ 17,602.00</b>

Duly approved this 13<sup>th</sup> day of January 2025.

Sponsor   
 Commissioner   
 Approved Wes Golden, County Mayor

Attested Teresa Cottrell, County Clerk

## RECLASSIFICATION REQUEST FY 2024-2025

### PT Sr Accountant---Accounts & Budgets

Job Title	Grade	Step	FT/ PT	Current Hourly	Current Annual	Proposed Title Change	New Grade	New Step	FT/ PT	New Hourly	New Annual	Benefits Increase	Total Increase	% Increase
PT Scanning Assistant	50	3	PT	\$16.97	\$13,236.00	PT Sr Accountant	105	8	PT	\$40.40	\$ 38,789.00	\$0.00	\$25,553.00	193.06%

#### Reasons for Change in Title/Grade

PT Scanning Assistant position no longer needed. Current Sr Accountant has worked for A&B for almost 18 years and is retiring 1/31/2025. Employee is willing to continue to work on a PT basis from March 2025 up to one year to assist with special projects within the department and to continue to train new Sr Accountant on job functions that only occur less frequently (941s, year-end accruals/closing processes). Employee knows and understands business processes within department and county to help implement needed changes.

The PT Scanning Assistant position worked 780 hours per fiscal year. The PT Sr Accountant can work up to 960 hours annually after retirement. The County is only required to pay Medicare tax for TCRS retirees that return to work part-time.

#### Summary of Changes in Job Duties Responsibilities

Scanning of documents within the department has been distributed amongst current staff within the department. Sr Accountant will work on special projects within the department. The first project will be to implement the ACH payment process in Accounts Payable. Employee will work to collect information from current vendors that wish to be paid via ACH and then coordinate with the IT Department, the Trustee's Office, and the bank to ensure a smooth transition to this payment method. Employee will also work on other projects to help improve efficiencies within the department. Sr Accountant will continue to be a resource for the new Sr Accountant, especially during fiscal year-end close preparation.

Additional funds of \$ \_\_\_\_\_ are available in account(s) \_\_\_\_\_ to help cover the cost of this reclassification.

## RECLASSIFICATION REQUEST FY 2024-2025

### Financial Manager---Accounts & Budgets

Job Title	Grade	Step	FT/ PT	Current Hourly	Current Annual	Proposed Title Change	New Grade	New Step	FT/ PT	New Hourly	New Annual	Benefits Increase	Total Increase	% Increase
Administrative Specialist	75	2	FT	\$22.83	\$47,493.00	Financial Manager	120	3	FT	\$46.95	\$ 97,665.00	\$8,354.00	\$58,526.00	105.64%

#### Reasons for Change in Title/Grade

The Administrative Specialist resigned in November 2024 and the position is vacant. The Financial Manager position is requested to help meet the needs of the department and the county. After assessing the workloads and needs of the department, there are opportunities to shift some of the administrative responsibilities to current personnel to allow for a Financial Manager position that can help meet the ongoing and new demands of the department.

#### Summary of Changes in Job Duties Responsibilities

Please see attached Financial Manager job description for specific details. The position will help manage A&B staff, as well as provide oversight to functions within the department. This position will oversee the accounting and management of grants for the county and related entities, including implementing and maintaining county-wide processes, assisting with the management and completion of grant reporting, and ensuring grant files are complete and accurate. The two Grants Analyst positions will report to this position and will allow these positions to focus on future grant opportunities for the county. The position will also help implement periodic policy reviews and updates, assist with the county-wide Internal Control Manual and risk assessment project, provide oversight of the accounts receivable and payroll functions within the department, help manage capital projects/debt spending, and assist with financial reporting. This position will also assist with efforts to increase the department's internal customer service to county departments, offices, and related entities, and also help ensure A&B staff are cross-trained on other functions within the department.

Additional funds of \$ \_\_\_\_\_ are available in account(s) \_\_\_\_\_ to help cover the cost of this reclassification.



<b>Job Title:</b> Financial Manager	<b>Reports to:</b> Accounts & Budgets Director
<b>Department:</b> Accounts & Budgets	<b>FLSA Classification:</b> Exempt
<b>Revision Date:</b> December 2024	<b>Pay Grade:</b> 120
<b>Minimum Education:</b> Bachelor's degree from an accredited college or university with major course work in finance, accounting, public administration, business administration or a closely related field.	
<b>Certifications, Licenses:</b> <ul style="list-style-type: none"><li>• Must have dependable transportation.</li><li>• A pre-employment criminal background check is required.</li><li>• Certified Public Accountant (CPA), Certified Public Finance Officer (CPFO), or Certified Government Financial Manager (CGFM) preferred.</li><li>• Obtain CCFO (Certified County Finance Officer) within 3 years of start of employment.</li></ul>	
<b>Minimum Experience:</b> Five (5) years of increasingly responsible experience in governmental finance and accounting including three (3) years of administrative and supervisory responsibility.	

**GENERAL PURPOSE:**

This position is responsible for preparing, monitoring, analyzing, and reviewing all components of the general ledger, budget, and all other financial components of the county, including related component units, , and assuring the accuracy and integrity of all information reported. Also responsible for the oversight and management of accounts receivable, accounts payable, grants, internal controls, fixed assets, and financial reporting.

**GENERAL POSITION DUTIES AND RESPONSIBILITIES:**

*The following duties are normal for this position. However, they are not to be construed as exclusive or all-inclusive. To perform this job successfully, an individual must be able to perform each duty satisfactorily. Other duties may also be required or assigned.*

- Plans, organizes, and supervises overall work performance and daily activities of assigned employees to ensure accuracy and compliance with established procedures, provides training and review of work, interviews and recommends hiring of personnel, conducts performance appraisals and related management actions.
- Advises personnel on day-to-day issues and questions, assesses, and provides for training needs, initiates employee recognition, promotion, disciplinary action, and discharge processes as necessary and appropriate.
- Assists with interviewing and selection of new employees. Provides training and instructions and ongoing training needs. Assigns tasks, reviews work and prepares performance evaluations. Provides staff coaching/counseling. Aids and answers questions, gives advice and recommendations to staff.

## Financial Manager – Accounts & Budgets

- Coordinates, through subordinate staff, the department's work plan(s); assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures; meets with management staff to identify and resolve problems.
- Assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement; directs and implements changes.
- Recommends and assists in the implementation of division of goals and objectives; assists with developing policies and practices and implementation of approved policies and procedures for the division.
- Evaluates and implements goals and objectives; monitors and ensures compliance with applicable Federal, State, and local laws, rules and regulations.
- Provides an excellent experience for all customers by demonstrating courteous and cooperative behavior when interacting with visitors, the public and County staff; ensures staff provide an excellent experience for all customers.
- Assists with the overall accounting and management of grants across the county, including implementing and maintaining county-wide grant processes, assisting with the management and completion of grant reporting, and ensuring grant files are complete and accurate.
- Ensures accounting practices follow GAAP and changes in accounting standards/reporting are properly implemented and followed.
- Assists with the oversight of the fixed asset system to include additions/deletions, depreciation processing, account reconciliations, auditing, and reporting.
- Maintains the Uniform Chart of Accounts in compliance with the State Comptroller's Office.
- Consults with the Director, Assistant Director, and other County Leadership in reviewing financial operations, departmental activities, reviews and resolve problems, receives advice and direction, and provides recommendations.
- Oversees revenue collections for County departments.
- Assists in Preparing end-of-year closing for all funds and their sub-funds; balances encumbrances, calculates receivables, and sets up designations and reserves.
- Assists with debt management, including the issuance of new debt and evaluating future debt requirements.
- Conducts research as requested by County Commissioners, elected officials, department heads and the general public.
- Prepares and generates various reports; reviews reports for accuracy; performs applicable calculations; forwards and/or files reports appropriately.
- Coordinates audit activities; provides required documentation and information to auditors during audits.
- Assists in the yearly preparation of the County Budget and participates in the yearly budget hearings as needed. Projects the estimated fund balances of the County in preparation for the Budget Committee to make budgetary decisions on the yearly county expenditures and assists in setting the yearly tax rate.
- Other duties as assigned.

### **FISCAL RESPONSIBILITIES**

- Responsibility and accountability for Operating and Capital Budgets.
- Authority to approve finance departmental expenditures in the absence of the Director and Assistant Director.

### **COUNTY ORGANIZATION DUTIES AND RESPONSIBILITIES:**

- Represent the Accounts and Budgets Department to other County departments, elected officials, and outside agencies and organizations.
- Provide staff assistance to the Director and Assistant Director; serve as an advisor and resource to department personnel.

## Financial Manager – Accounts & Budgets

- Respond to and resolve difficult and sensitive citizen inquiries and complaints.

### **SUPERVISORY RELATIONSHIPS:**

Reports to the Director. Works independently with general guidance from the Director to ensure coordination of objectives and priorities among Divisions. Works under the guidelines of various governmental financial and accounting regulations as well as under the County's policies, procedures, and various other regulations. Supervises assigned staff directly.

### **JOB QUALIFICATIONS – KNOWLEDGE, SKILLS, AND ABILITIES**

#### **Knowledge of:**

- Management and supervisory practices and principles, including the ability to make final employment recommendations, preparing performance evaluations, managing time off, and maintaining personnel records.
- GAAP and GAS standard applications.
- Management skills to analyze programs, policies, and operational needs.
- Mathematical concepts such as probability, statistical inference, fractions, percentages, ratios, and proportions.
- Principles and practices of budget preparation and administration.
- Pertinent Federal, State, and local laws, codes, and regulations.
- Computer software consistent for this position.
- Current office practices and procedures consistent for this position.

#### **Skill in:**

- Analyzing complex administrative information and issues, defining problems and evaluating alternatives, and recommending methods, procedures, and techniques for resolution of issues.
- Managing multiple projects and prioritizing multiple tasks and demands.
- Applying solid business acumen, management reporting and problem-solving.
- Installing and maintaining sound fiduciary practices and internal controls.
- Communicating clearly and concisely in both written and verbal form.
- Applying judgment and discretion in resolving problems and interpreting policies and regulations.

#### **Ability to:**

- Set work priorities and train, direct, motivate, and evaluate the work of assigned staff.
- Select, supervise, train, and evaluate staff.
- Delegate authority and responsibility.
- Develop and administer departmental goals, objectives, and procedures.
- Prepare clear and concise administrative and financial reports.
- Prepare and administer large and complex budgets.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Interpret and apply Federal, State, and local policies, laws, and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain accurate records of assigned activities and operations.
- Analyze facts and to exercise sound judgment in arriving at conclusions.
- Handle sensitive interpersonal situations calmly and tactfully.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Maintain confidentiality and discretion regarding business-related files, reports and conversations, within the provision of Freedom of Information Act and other applicable State and Federal statutes and
- Work the allocated hours of the position.
- Adapt and take control of situations, dictating subordinate activities in a responsible manner.



## Financial Manager – Accounts & Budgets

- Evaluate, audit, deduce, or assess data using established criteria.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

### **WORK ENVIRONMENT:**

Work is performed in a typical indoor office setting; and is mostly sedentary with periods of mobility and light physical activity. The noise level in the work environment is usually moderate. Level of responsibility subjects the incumbent to moderate stress due to interruptions.

### **PHYSICAL AND MENTAL REQUIREMENTS/ACTIVITIES:**

- This work requires the occasional exertion of up to 25 pounds of force; work regularly requires sitting, frequently requires standing, speaking or hearing, using hands to finger, handle or feel and repetitive motions and occasionally requires walking, stooping, kneeling, crouching, or crawling and reaching with hands and arms.
- Specific vision abilities required by this job include close, distance and peripheral vision; depth perception; and the ability to adjust focus. Will spend a large amount of time viewing a computer screen.
- Vocal communication and normal hearing are required for expressing or exchanging ideas by means of the spoken word.
- Acceptable verbal and conversation skills to effectively communicate with others via the phone, at meetings and to greet and assist visitors.
- Work requires preparing and analyzing written or computer data and observing general surroundings and activities.
- Work is primarily in an office setting.
- Use and normal maintenance of office machines, (copier, computer, printer, etc.).
- Frequent use of phone handset and repetitive use of hand & fingers to operate office equipment, use computer keyboard & computer mouse and to perform other office tasks.
- Ability to recognize occupational hazards in work activities and take safety precautions.
- Maintain mental capacity which allows the capability of making sound decisions and demonstrating intellectual capabilities.

**The intent of this position description is to provide a representative summary of duties and responsibilities that will be required of positions given this title and is not a declaration of the specific duties and responsibilities of any particular position. Employees may also be assigned job-related tasks other than those specifically presented in this description.**

Signatures below indicate the receipt and review of this classification description by the employee assigned to the position.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
Human Resources

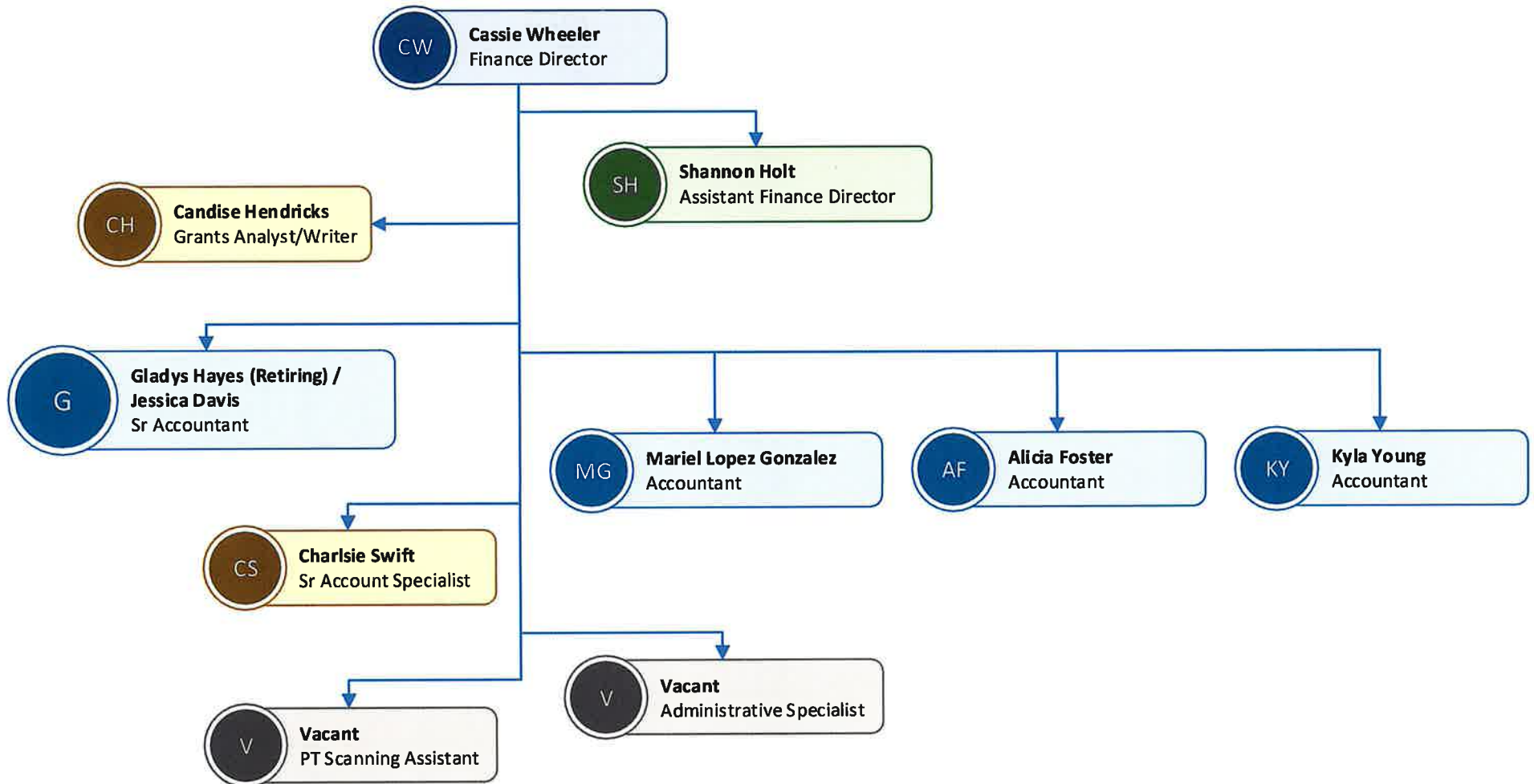
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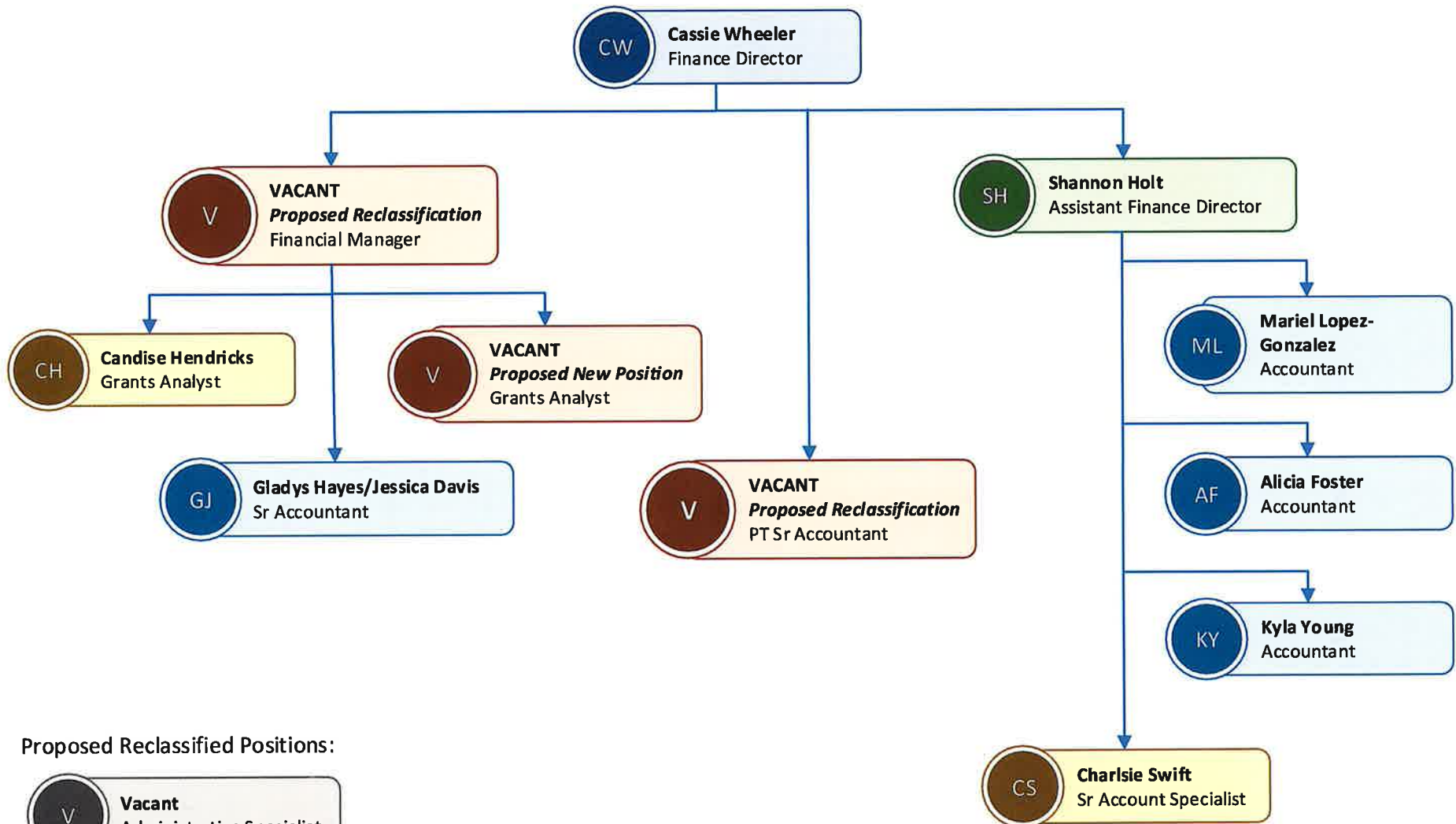
## Financial Manager – Accounts & Budgets

**Montgomery County is an Equal Opportunity Employer and complies with the requirements of the Civil Rights Act of 1966 (Section 1981) and 1964 (Title VI, VII,) Americans with Disabilities Act (ADA), Rehabilitation Act of 1973, Age Discrimination in Employment Act (ADEA), Equal Pay Act (EPA) and the Uniformed Services Employment and Re-employment Rights Act (USERRA).**

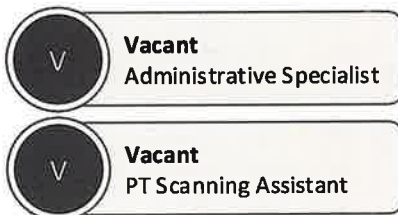
# Accounts & Budgets Organizational Chart *as of November 2024*



# Accounts & Budgets Proposed Organizational Chart



## Proposed Reclassified Positions:



**RESOLUTION AMENDING THE BUDGET OF MONTGOMERY COUNTY TO  
APPROPRIATE FUNDS TO ADD A GRANTS ANALYST POSITION TO THE  
ACCOUNTS & BUDGETS DEPARTMENT TO COORDINATE  
AND MANAGE OPIOID SETTLEMENT FUNDS**

**WHEREAS**, in 2021, nationwide settlements were reached to resolve all opioids litigation brought by states and local political subdivisions against pharmaceutical distributors; and

**WHEREAS**, Montgomery County previously joined the settlements and received direct payments from the Subdivision fund which are restricted for past and future opioid remediation efforts and will continue to receive direct settlement payments; and

**WHEREAS**, Montgomery County previously joined the State of Tennessee's abatement agreement and received funds which can only be spent on current and future remediation efforts; and

**WHEREAS**, Montgomery County will continue to receive settlement funds directly and through the State's Opioid Abatement Council through approximately 2038; and

**WHEREAS**, it has been determined a Grants Analyst position is required to coordinate and support the county's efforts to utilize the opioid settlement funds in accordance with the settlement requirements and this new position is an eligible use of opioid funds; and

**WHEREAS**, Tennessee Code Annotated §5-9-407 provides a procedure for amending the budget, specifically providing that "the budget, including line items and major categories, may be amended by passage of an amendment by a majority of the members of the county legislative body."

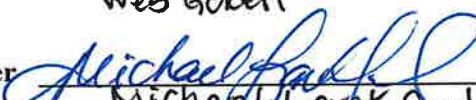
**WHEREAS**, The amount needed to fund the Grants Analyst position until the end of the fiscal year is fifty thousand nine hundred and thirty-two dollars (\$50,932.00) and;

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular session on this 13<sup>th</sup> day of January 2025, that the Montgomery County Fiscal Year 2025 operating budget is hereby amended as follows within the Accounts & Budgets Department to fund the Grants Analyst position utilizing reserve opioid abatement funds.

<b>ACCOUNT NUMBER</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
101-52100-00000-52-51890-G7400	Other Salaries & Wages	\$ 35,425.00
101-52100-00000-52-52010-G7400	Social Security	\$ 2,196.00
101-52100-00000-52-52040-G7400	State Retirement	\$ 2,675.00
101-52100-00000-52-52040-G7400	Life Insurance	\$ 21.00
101-52100-00000-52-52040-G7400	Medical Insurance	\$ 7,202.00
101-52100-00000-52-52120-G7400	Employer Medicare	\$ 51.00
101-52100-00000-52-52170-G7400	Retirement-Hybrid Stabilization	\$ 42.00
101-52100-00000-52-53080-G7400	Communication	\$ 600.00
101-52100-00000-52-53990-G7400	Other Contracted Services	\$ 370.00
101-52100-00000-52-57090-G7400	Data Processing Equipment	\$ 2,350.00
<b>Total</b>		<b>\$ 50,932.00</b>

Duly approved this 13<sup>th</sup> day of January 2025.

Sponsor   
Wes Golden

Commissioner   
Michael Hankford

Approved \_\_\_\_\_  
Wes Golden, County Mayor

Attested \_\_\_\_\_  
Teresa Cottrell, County Clerk



## Montgomery County FY24-25 Personnel Request

Position Title/Description		#Pos	FTE	Pay Schedule/ Grade	Hourly Salary	Overtime Rate	FY 24-25 dollars YRLY
Title	Grants Analyst	1	1	110	\$40.26	N/A	\$ 83,732.00
Summary of Job Duties	<p>Under the direction of the Montgomery County Accounts &amp; Budgets Director, the Grant Analyst's primary responsibilities are to account for any opioid abatement funds received by Montgomery County, gather data and information, analyze data, and provide supporting documentation/reports to enable county leadership to make informed decisions related to the allocation of opioid abatement funds. See attached job duties. This position will coordinate and support the county's efforts to utilize the Opioid Settlement Funds in accordance with the settlement requirements. The position will:</p> <ol style="list-style-type: none"> <li>1. Coordinate relevant efforts amongst departments &amp; elected official offices.</li> <li>2. Ensure tracking of appropriate expenditures.</li> <li>3. Ensure any funded community agencies/organizations are reporting activities to county.</li> <li>4. Facilitate, with community stakeholders, development of strategic spending plan based on available overdoses related data.</li> <li>5. Assist Montgomery County Grants Analyst with finding and applying for any overdose/substance use disorder related grants.</li> </ol>						
Reason for Request	<p>Montgomery County has received opioid settlement funds from direct subdivision payments as well as the State's Opioid Abatement Council (OAC), and will continue to do so for about 15 years. The funds received from the OAC must be allocated within two years of receipt and spent within four years of receipt. Montgomery County has received \$1.9M so far, and is estimated to receive \$1.5M the next two years. Amounts from OAC are recalculated every four years, and will decrease over time.</p> <p>There are also opportunities to apply for grants to bolster the county's efforts in addressing the opioid crisis. Due to the time and spend restrictions of these funds, Montgomery County needs a single point contact with experience in grant management to coordinate and support the county's efforts to utilize the Opioid Settlement Funds. The restricted opioid funds will be used to fund this position. The Director of Accounts &amp; Budgets will reevaluate the allocation of opioid funding for this position over time to ensure the restricted funds are used appropriately, and the general fund will fund other grant functions the position provides for the county as time spent on managing opioid funds and projects declines.</p>						
TOTAL PERSONNEL SERVICES							\$ 83,732.00
Fringe Budget		Acct . ObjCode-Prgm			Description	FY 24-25 dollars	
Social Security @ 6.20% of total personnel services		101-52100-00000-52-52010-G7400			Social Security	\$ 5,192.00	
TCRS Retirement @ 7.55% of personnel services		101-52110-00000-52-52040-G7400			State Retirement	\$ 6,322.00	
Life Insurance @ \$49.92/yr/emp per employee		101-52110-00000-52-52060-G7400			Life Insurance	\$ 50.00	
Health - Blue Cross Blue Shield of Tennessee		101-52110-00000-52-52070-G7400			Medical Insurance	\$ 17,285.00	
SS Medicare @ 1.45% of total personnel services		101-52110-00000-52-52120-G7400			Medicare	\$ 1,215.00	
TCRS Retirement @ 1.19% of personnel services (Stabilization Rate)		101-52110-00000-52-52170-G7400			Retirement (Hybrid)	\$ 997.00	
TOTAL FRINGE BENEFITS							\$ 31,061.00
TOTAL SALARY & BENEFITS							\$ 114,793.00
Other Budget		Acct . ObjCode-Prgm			Description	FY 24-25 dollars	
Desktop, 2 monitors, Laptop, Desktop camera/speaker, Office phone		101-52600-00000-52-54110-G7400			DP Supplies	\$ 3,700.00	
Microsoft Office License, Adobe Pro		101-52600-00000-52-53170-G7400			DP Services	\$ 400.00	
						\$ -	
						\$ -	
TOTAL CONTRACTED SERVICES & SUPPLIES & MATERIALS							\$ 4,100.00
Capital Outlay		Acct . ObjCode-Prgm			Description	FY 24-25 dollars	
TOTAL CAPITAL OUTLAY							\$ -
TOTAL PERSONNEL, BENEFITS AND EQUIPMENT							\$ 118,893.00



<b>Job Title:</b> Grants Analyst	<b>Reports to:</b> Accounts and Budgets Director
<b>Department:</b> Accounts and Budgets	<b>FLSA Classification:</b> Exempt
<b>Revision Date:</b> December 2024	<b>Pay Grade:</b> 110
<b>Minimum Education:</b> Bachelor's degree in Accounting, Finance, Business Management, Public Management, or closely related field; supplemented by three (3) years previous experience and/or training that includes progressive management experience involving grant writing and administration or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job.	
<b>Certifications, Licenses:</b> <ul style="list-style-type: none"><li>• Must have dependable transportation.</li><li>• A pre-employment criminal background check is required.</li></ul>	
<b>Minimum Experience:</b> Three (3) years previous experience and/or training that includes progressive management experience involving grant writing and administration or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job.	

**GENERAL PURPOSE:**

The purpose of this position is to research and plan grants, which includes determining appropriate research methods, determining which grants to pursue, presenting grants to applicable departments, pursue grant opportunities, determine grant eligibility, develop grant timelines, and performs other related activities.

**GENERAL POSITION DUTIES AND RESPONSIBILITIES:**

*The following duties are normal for this position. However, they are not to be construed as exclusive or all-inclusive. To perform this job successfully, an individual must be able to perform each duty satisfactorily. Other duties may also be required or assigned.*

- Researches and plans grants, which includes determining appropriate research methods; determining which grants to pursue; presenting grants to applicable departments and/or individuals; pursuing grant opportunities; determining grant eligibility; developing grant timelines; and performing other related activities.
- Writes and submits grants for consideration to applicable agencies; prepares grant narratives.
- Coordinates, facilitates, and leads grant meetings; promotes various grant programs to internal departments; establishes overall City grant funding priorities, as well as short- and long-term grant funding plans.
- Prepares and generates various reports, assists in developing, monitoring, and updating grant budgets; tracks and reports grant allocations and changes; prepares grant information and documentation for audits.
- Prepares required grant reports, ensuring compliance with established deadlines. Review and post general journal entries.
- Coordinates and facilitates Title VI training for county employees to ensure grant compliance.

## Grants Analyst Accounts and Budget

- Performs other duties of a similar nature or level.

### **FISCAL RESPONSIBILITIES**

This position has no fiscal responsibilities.

### **COUNTY ORGANIZATION DUTIES AND RESPONSIBILITIES:**

- Represents the Department to other County departments, elected officials and outside agencies; coordinate Department activities with those of other departments and outside agencies and organizations.
- Provides quality customer service to individuals needing directions or assistance.

### **SUPERVISORY RELATIONSHIPS:**

Works independently with general guidance from the department Director. Works under the guidelines of various Federal and State governmental regulations as well as under the County's policies, procedures, and various other regulations. Incumbent has no supervisory responsibilities.

### **JOB QUALIFICATIONS – KNOWLEDGE, SKILLS, AND ABILITIES**

#### **Knowledge of:**

- Pertinent Federal, State, and local laws, rules, and regulations.
- The County and Department's operating requirements, policies, procedures, and practices; and local, State, and Federal regulations related to department programs and operations.
- County programs, funding sources, and specific regulations governing expenditures and revenues.
- Principles and practices of budgeting, fiscal management, and project management.
- Current office practices and procedures.
- Computer and related software applications consistent for this position.

#### **Skill in:**

- Analyzing complex administrative information and issues, defining problems and evaluating alternatives, and recommending methods, procedures, and techniques for resolution of issues.
- Organizational and time management to prioritize duties to accomplish a high volume of work product while adapting to constant changes in priority.
- Applying judgment and discretion in resolving problems and interpreting policies and regulations.

#### **Ability to:**

- Perform detailed work accurately and independently in compliance with stringent time limits requiring minimal direction and supervision.
- Establish and maintain accurate records of assigned activities and operations.
- Instruct and train in methods and procedures.
- Interpret and implement local policies and procedures; written instructions, general correspondence; Federal, State, and local regulations.
- Perform mathematical calculations required of this position.
- Communicate clearly and concisely, both orally and in writing.
- Analyze facts and to exercise sound judgment in arriving at conclusions.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Maintain confidentiality and discretion regarding business-related files, reports, and conversations, within the applicable State and Federal statutes.
- Work the allocated hours of the position.

**WORK ENVIRONMENT:**

Work is performed in a typical indoor office setting; and is mostly sedentary with periods of mobility and light physical activity. The noise level in the work environment is usually moderate. Level of responsibility subjects the incumbent to moderate stress due to interruptions.

**PHYSICAL AND MENTAL REQUIREMENTS/ACTIVITIES:**

- This work requires the occasional exertion of up to 25 pounds of force; work regularly requires sitting, frequently requires standing, speaking or hearing, using hands to finger, handle or feel and repetitive motions and occasionally requires walking, stooping, kneeling, crouching, or crawling and reaching with hands and arms.
- Specific vision abilities required by this job include close, distance and peripheral vision; depth perception; and the ability to adjust focus. Will spend a large amount of time viewing a computer screen.
- Vocal communication and normal hearing are required for expressing or exchanging ideas by means of the spoken word.
- Acceptable verbal and conversation skills to effectively communicate with others via the phone, at meetings and to greet and assist visitors.
- Work requires preparing and analyzing written or computer data and observing general surroundings and activities.
- Work is primarily in an office setting.
- Use and normal maintenance of office machines, (copier, computer, printer, etc.).
- Frequent use of phone handset and repetitive use of hand & fingers to operate office equipment, use computer keyboard & computer mouse and to perform other office tasks.
- Ability to recognize occupational hazards in work activities and take safety precautions.
- Maintain mental capacity which allows the capability of making sound decisions and demonstrating intellectual capabilities.

**The intent of this position description is to provide a representative summary of duties and responsibilities that will be required of positions given this title and is not a declaration of the specific duties and responsibilities of any particular position. Employees may also be assigned job-related tasks other than those specifically presented in this description.**

Signatures below indicate the receipt and review of this classification description by the employee assigned to the position.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
Human Resources

\_\_\_\_\_  
Date

- ♦ - ♦ - ♦ - ♦ -

Montgomery County is an Equal Opportunity Employer and complies with the requirements of the Civil Rights Act of 1966 (Section 1981) and 1964 (Title VI, VII,) Americans with Disabilities Act (ADA), Rehabilitation Act of 1973, Age Discrimination in Employment Act (ADEA), Equal Pay Act (EPA) and the Uniformed Services Employment and Re-employment Rights Act (USERRA).

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF COMMISSIONERS  
TO APPROPRIATE FUNDS FOR THE MONTGOMERY COUNTY HIGHWAY  
DEPARTMENT TO PURCHASE FURNITURE AND OTHER DATA SUPPLIES AND  
SERVICES FOR THE NEW HIGHWAY BUILDING**

**WHEREAS**, the Montgomery County Budget Committee approved \$450,000.00 for furniture, electrical, and data supplies for the new highway building during the fiscal year 2025 budget hearings; and

**WHEREAS**, the funds were to be appropriated from the fund balance reserves of the Montgomery County Highway Fund; and

**WHEREAS**, these funds were inadvertently left out of the fiscal year 2025 budget and are necessary to complete the new Highway Building; and

**WHEREAS**, the Montgomery County earlier approved funds for a security protection “salt shed” that have been used for construction of security fencing for \$100,000.00 and that redesign of security fencing was implemented for less although additional construction costs are pending; and

**WHEREAS**, the funds should be added to the appropriation of the Montgomery County Highway Fund as follows:

131-68000-00000-68-57070

\$450,000.00

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on this 13th day of January, 2025, that four hundred fifty thousand dollars (\$450,000) be appropriated to the Montgomery County Highway Fund for fixtures, furniture, electrical, and data supplies for the new highway building during the fiscal year 2025, but to the extent unapplied funds for construction of security fencing remain available upon completion of that project, the same shall be used first for furniture, electrical, and data supplies for the new highway building before this appropriation of \$450,000.00.

**Duly passed and approved this 13<sup>th</sup> day of January 2025.**

**Sponsor**

  
Jeff Bryant, Highway Supervisor

**Commissioner**

  
John Gannon

**Approved**

  
Wes Golden, County Mayor

**Attested**

  
Teresa Cottrell, County Clerk



**RESOLUTION TO REQUEST THE TENNESSEE GENERAL ASSEMBLY TO AMEND  
EXISTING GENERAL LAW TO ALLOW DELEGATION OF AUTHORITY TO ESTABLISH  
SPEED ZONES ON COUNTY ROADS TO COUNTY HIGHWAY DEPARTMENT**

**WHEREAS**, pursuant to Tennessee Code Annotated §55-8-153, the Department of Transportation is empowered to establish speed limits or to lower the speed limits as prescribed in §55-8-152; and

**WHEREAS**, pursuant to Tennessee Code Annotated §55-8-153, the legislative authorities of municipalities shall possess the power to prescribe lower limits on such designated State highways within their respective jurisdictions when on the basis of an engineering and traffic investigation it is shown that a public safety requires a lower speed limit after engineering and traffic investigations have been made in accordance with established traffic engineering practices conforming to Tennessee's Manual and Uniform Traffic Control devices, such investigations documented and maintained by the jurisdiction, including the posting of signs, signals, and other forms of public notification of the same; and

**WHEREAS**, the legislative body of any county having a commission form of government has the same power as municipalities likewise; and


**WHEREAS**, the Montgomery County Commission resolved hereby to request of the Tennessee Legislature to amend state law in Tennessee Code Annotated §55-8-153, to allow the power of the commission found in Tennessee Code Annotated §55-8-153 ~~therein~~ to be delegated to each counties' respective County Highway Department, and under rules promulgated by each County Highway Department Supervisor consistent with the statute, to delegate fully and completely the establishment of said speed~~school~~ zones to the Montgomery County Highway Department when the County Commission has voted to approve such delegation and such Department has an engineer on staff capable of completing engineering and traffic investigations and upon the same. Any such delegation of the same shall continue at the pleasure of the County Commission.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular business session on this the 13<sup>th</sup> day of January 2025, that the Montgomery County Commission requests that the Tennessee General Assembly approve and support the creation of the delegation of authority by amendment of the general law, Tennessee Code Annotated §55-8-153, and any other necessary legislation to carry out the delegation of the authority of establishment of speed zones vested in Tennessee County Commissions in their respective County Highway Department.

**THEREFORE, BE IT FURTHER RESOLVED** that upon approval, the public welfare requiring the same, the Montgomery County Commission will deliver this request for amendment of general law to its Legislative Delegation for consideration in the General Assembly, the 114<sup>th</sup> General Assembly.

**Duly passed and approved this 13<sup>th</sup> day of January 2025.**

**Sponsor**

  
Jeff Bryant, Highway Supervisor

**Commissioner**

  
John Gannon

**Approved**

  
Wes Golden, County Mayor

**Attested**

\_\_\_\_\_  
Teresa Cottrell, County Clerk

# COUNTY COMMISSION MINUTES FOR

DECEMBER 9, 2024

SUBMITTED FOR APPROVAL JANUARY 13, 2025

BE IT REMEMBERED that the Board of Commissioners of Montgomery County, Tennessee, met in regular session, on Monday, December 9, 2024, at 6:00 P.M. Present and presiding, the Hon. Wes Golden, County Mayor (Chairman). Also present, Lee Harrell, Chief of Staff, Teresa Cottrell, County Clerk, John Fuson, Sheriff, Tim Harvey, County Attorney, Cassie Wheeler, Accounts and Budgets, and the following Commissioners:

Joshua Beal  
Nathan Burkholder  
Carmelle Chandler  
Joe Creek  
Billy Frye  
Ryan Gallant  
John Gannon

David Harper  
Michael Lankford  
Rashidah Leverett  
Jorge Padro  
Lisa Prichard  
Chris Rasnic

Rickey Ray  
David Shelton  
Autumn Simmons  
Joe Smith  
Tangi Smith  
Walker Woodruff

PRESENT: 19

ABSENT: Jason Knight and Jeremiah Walker (2)

When and where the following proceedings were had and entered of record,  
to-wit:

**The floor was opened for the public comment period. Jonathan Harris addressed the Commission regarding his property taxes.**

**The following Zoning Resolution was Adopted:**

**AB-4-2024**     A Resolution Approving a Partial Public Right of Way Abandonment of Underwood Road

**The following Resolutions and Items were Adopted and Approved as part of the Consent Agenda:**

Resolution 24-12-2 was pulled from the Consent Agenda for separate consideration.

- 24-12-1**       Resolution of the Montgomery County Board of Commissioners Approving Amendments to the 2024-25 School Budget
- 24-12-3**       Resolution to Adopt an Interlocal Agreement Between the City of Clarksville and Montgomery County for Joint Funding from the Bureau of Justice Assistance (JAG) of the United States Department of Justice on a Joint Award of Federal Byrne Justice Assistance Grant Funds
- 24-12-4**       Resolution Authorizing the Acceptance and Appropriation of Grant Funds from the Tennessee Department of Safety & Homeland Security, Tennessee Highway Safety Office
- 24-12-5**       Resolution to Establish a Hazardous Duty Supplemental Benefit Pursuant to Chapter 919 of the 2024 Public Acts, Codified in Tennessee Code Annotated, Section 8-36-212, to Authorize the Payment of the Hazardous Duty Supplemental Benefit Pursuant to Tennessee Code Annotated, Section 8-36-212 (Hybrid)
- 24-12-6**       Resolution to Establish a Hazardous Duty Supplemental Benefit Pursuant to Chapter 919 of the 2024 Public Acts, Codified in Tennessee Code Annotated, Section 8-36-212, to Authorize the Payment of the Hazardous Duty Supplemental Benefit Pursuant to Tennessee Code Annotated, Section 8-36-212 (Legacy)
- 24-12-7**       A Resolution Requesting the 114<sup>th</sup> Session of the Tennessee General Assembly to Allocate One Half of the Real Estate Transfer Tax to the County, where the Tax was Collected, on a Recurring Basis
- 24-12-8**       Resolution Approving an Interlocal Agreement between Montgomery County and the City of Clarksville for Utility Relocations along the Rossview Road Widening Corridor
- 24-12-10**       Resolution to Accept Donated Property of Value at Gholson Road, Map and Parcel 124/038.02 and North Lock B Road, Map and Parcel 125/002.04
- 24-12-11**       Resolution of the Montgomery County Board of Commissioners to Approve the Continued Appointment of Timothy Harvey as County Attorney and Compensation Plan

- Commission Minutes dated November 12, 2024
- County Clerk's Report and Notary List
- County Mayor Nominations

**The following Resolutions were Adopted:**

- 24-12-2** A Resolution Amending the Fiscal Year 2025 Budget of Montgomery County, Tennessee
- 24-12-9** Amended Resolution to Amend the Clarksville-Montgomery County Economic Development Council's Budget for Build-Out of a Downtown Tourism Engagement and Development Site
- 24-12-12** Amended Resolution to Accept Certain Real Property for the Dedication of a County Road
- 24-11-1** Resolution to Urge the Tennessee General Assembly to Enact a Private Act Creating an Additional General Sessions and Juvenile Court, Division V, in Montgomery County (deferred from November)

**Reports Filed:**

1. AOC Courtroom Security Report
2. Building & Codes Monthly Reports
3. Trustee's Report
4. Accounts & Budgets Monthly Reports
5. CMCSS Financial Report for September 30, 2024
6. CMCSS Project Report

**The Board was adjourned at 6:37 P.M.**

Submitted by:

Teresa Cottrell

Teresa Cottrell  
County Clerk



**County Clerk's Report**  
**January 13, 2025**

Comes Teresa Cottrell, County Clerk, Montgomery County, Tennessee, and presents the County Clerk's Report for the month of December 2024.

I hereby request that the persons named on the list of new applicants to the office of Notary Public be elected. The Oaths of the Deputy County Officials are approved as taken.

This report shall be spread upon the minutes of the Board of County Commissioners.

This the 13<sup>th</sup> day of January 2025.

Teresa Cottrell, CC  
County Clerk By Siffany Byard, CO





## OATHS OF DEPUTY COUNTY OFFICIALS

NAME	OFFICE	DATE
Ashlee Dawson	Deputy Assessor	12/17/2024
Stephanie Tharp	Deputy Assessor	12/02/2024

MONTGOMERY COUNTY CLERK  
TERESA COTTRELL COUNTY CLERK  
350 PAGEANT LANE SUITE 502  
CLARKSVILLE TN 37040  
Telephone 931-648-5711  
Fax 931-572-1104

Notaries to be elected January 13, 2025

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
1. HEATHER LOUISE BENEFIELD-PUGH	656 HAYMARKET RD CLARKSVILLE TN 37043 719-205-8169	
2. COURTNEY BLACKARD	103 OBSERVATORY DR CLARKSVILLE TN 37040 931-494-3320	2600 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931 245 2171
3. GAYLE E BOLLINGER	810 CREEK STONE DR CLARKSVILLE TN 37040 970-426-9700	1831 APLINE DR CLARKSVILLE TN 37040 9315573022 X3
4. ELLIE LYNN BORTIATYNSKI	2094 IRELAND WAY CLARKSVILLE TN 37042 315-617-3798	545 WASHINGTON BLVD JERSEY CITY NJ 07310 315-617-3798
5. TINA L BRASHEAR	650 BRYAN RD CLARKSVILLE TN 37043 931 561 6577	254 REN MAR DR PLEASANT VIEW TN 37146 6157460203
6. EMILY BRIGHT	632 CHESTERFIELD CIR CLARKSVILLE TN 37043	2277 TRENTON RD CLARKSVILLE TN 37040 931 648 1098
7. LUCY CASSANDRA- GRUBBS	246 AUDREA LANE CLARKSVILLE TN 37040 412-867-0217	133 FRANKLIN ST CLARKSVILLE TN 37040
8. AMANDA CELAYA	130 BEAGLE LANE ASHLAND CITY TN 37015 909 615 8767	
9. RANDIE S CILK	3260 MARTHAS CHAPEL RD CUNNINGHAM TN 37052 931 237 0066	1103 N MAIN ST HOPKINSVILLE KY 42240 931 263 6625
10. AMANDA COLE	2604 BROWNING WAY CLARKSVILLE TN 37043 910-689-7592	980 PROFESSIONAL PARK DR #C CLARKSVILLE TN 37040 931-905-1001
11. RODOLFO CORONA	318 LANCASTER RD CLARKSVILLE TN 37042 931 338 4935	2277 TRENTON RD CLARKSVILLE TN 37040 931 648 1098
12. JENNIFER L COURE	1629 WINDWOOD CT HOPKINSVILLE KY 42240 678-294-7934	2971 INTERNATIONAL BLVD STE B CLARKSVILLE TN 37040
13. LINDSAY DELANEY	233 NATURE DR RUSSELLVILLE TN 37860 270 421 0419	127 SOUTH THIRD ST CLARKSVILLE TN 37040 931 645 9900

MONTGOMERY COUNTY CLERK  
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Notaries to be elected January 13, 2025

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
14. YASMINE EDITH DONAHUE	1716 AUTUMNWOOD DRIVE CLARKSVILLE TN 37042 270-498-0319	2971 INTERNATIONAL BLVD CLARKSVILLE TN 37040 4707860467
15. BROOKLYN PAIGE ELLIOTT	3451 HWY 13 CUMBERLAND FURNACE TN 37051 931-896-3106	1430 MADISON ST SUITE A CLARKSVILLE TN 37040 9319201582
16. SASHA FINCH	260 WINTERS CT APT G CLARKSVILLE TN 37043 928-612-8313	2605 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931-263-5175
17. KIMBERLY GAYLORD	2512 LOCKERSTVILLE RD ASHLAND CITY TN 37015 516-617-7278	105 SOUTH 3RD ST CLARKSVILLE TN 37040 931-647-0200
18. SHERI L GONYEA	275 ALEXANDER BLVD CLARKSVILLE TN 37040 386 681 7081	
19. DANIELLE GREENE	317 HOLLOW CREST CLARKSVILLE TN 37042 931-278-2327	2786 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040
20. CHRISTINA HALE	1929 CHESTER HARRIS ROAD WOODLAWN TN 37191 931-249-2638	1477 TINY TOWN ROAD CLARKSVILLE TN 37040 9314362140
21. SHAKIYRA THERESA HAMILTON	2152 FT CAMPBELL BLVD APT B8 CLARKSVILLE TN 37042 901-907-9261	443 DONELSON PIKE NASHVILLE TN 37214 NA
22. TERRI JACKSON HARTMAN	323 GATLIN ST CLARKSVILLE TN 37040 931 245 2854	1960 MADISON ST STE J BOX 199 CLARKSVILLE TN 37043 615 696 9010
23. LENNIS NIKOLE HATFIELD	120 BONNELL DRIVE CLARKSVILLE TN 37042 228-365-4365	1661 OLD RUSSELLVILLE PIKE CLARKSVILLE TN 37043 2283654365
24. LISA M HERNANDEZ	1176 CUMBERLAND HEIGHTS RD CLARKSVILLE TN 37040 931-220-5414	
25. MICHELLE LYNNETTE JAMES	155 LEXINGTON DR CLARKSVILLE TN 37042 931-802-4543	

MONTGOMERY COUNTY CLERK  
TERESA COTTRELL COUNTY CLERK  
350 PAGEANT LANE SUITE 502  
CLARKSVILLE TN 37040  
Telephone 931-648-5711  
Fax 931-572-1104

Notaries to be elected January 13, 2025

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
26. JACKEY ALLMOND JONES	132 KINGSWOOD DRIVE CLARKSVILLE TN 37043 205-522-9210	350 PAGEANT LN STE 101-E CLARKSVILLE TN 37040 9316485720
27. AMBER KELLY	113 DAVIS RIDGE LANE CLARKSVILLE TN 37040 812-243-9785	1430 MADISON STREET CLARKSVILLE TN 37040 9315526176
28. BETTI ANN KNIGHT	1368 BLUE BONNET DR CLARKSVILLE TN 37042 615 389 0278	
29. KRYSTAL KAY LAUDERDALE	412 CHESTNUT GROVE WAY CLARKSVILLE TN 37042 256-609-5073	
30. JENNIFER LOMELI	1533 BONNIE BLUE AVE CLARKSVILLE TN 37042 928 503 4237	2277 TRENTON RD CLARKSVILLE TN 37040 931 648 1098
31. JENNIFER VIRGINIA LONG	212 CHESHIRE RD CLARKSVILLE TN 37043 270-217-0590	
32. LARRY W LYLE	722 WILEY BROWN RD CLARKSVILLE TN 37043 931-436-8349	2501 HWY 41A BYPASS CLARKSVILLE TN 37043 931-648-1607
33. ROGER MANESS	PO BOX 1149 CLARKSVILLE TN 37041 931 206 5961	233 A DUNBAR CAVE RD CLARKSVILLE TN 37040 931 552 6000
34. CHRISTOPHER SCOTT MILLER	1030 WEST CREEK COYOTE TRAIL CLARKSVILLE TN 37042 931 378 2053	1111 MERCHANT CT CLARKSVILLE TN 37042 9313782053
35. LAUREN MYERS	1930 SHEILD DR CLARKSVILLE TN 37043 931 627 6883	1825 MADISON ST STE F CLARKSVILLE TN 37043 931 906 0555
36. LINDSAY PAIGE NEVILLE	160 STATE LINE RD APT 209 CLARKSVILLE TN 37042 508-642-1008	101 N THIRD ST CLARKSVILLE TN 37040 931-647-5242
37. NICHOLE A NORIEGA	802 ALTON DR CLARKSVILLE TN 37042 541-270-6761	1753 MEMORIAL DR CLARKSVILLE TN 37040 9312789767

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Fax 931-572-1104

Notaries to be elected January 13, 2025

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
38. AMANDA J RAY	123 SEQUOIA DR CLARKSVILLE TN 37043 931-220-5022	2100 TRENTON RD CLARKSVILLE TN 37040 931-648-2893
39. SHEENA MONEEKA PRICE	1162 ROSEBROOK DR CLARKSVILLE TN 37042 919 995 7632	
40. ROBERT D RANDOLPH	3530 HIGHWAY 13 ERIN TN 37061 931-721-7464	651 STOWE CT CLARKSVILLE TN 37040 931-552-5240
41. RALPH DANIEL RHEMANN JR	4301 OLD CLARKSVILLE PIKE CLARKSVILLE TN 37043 931-603-6122	4301 OLD CLARKSVILLE PIKE CLARKSVILLE TN 37043 931 980 5962
42. BAYLEIGH MIKAYLA ROBINSON	317 LONGSHADOW TRAIL UNIT F CLARKSVILLE TN 37043 931-647-5242	101 N THIRD ST CLARKSVILLE TN 37040 931647-5242
43. SHELBY A SATCHELL	2754 RIDGEPOLE DR CLARKSVILLE TN 37040 931-302-5376	
44. CHEYENNE SIMS	589 TACOMA DRIVE CLARKSVILLE TN 37043 912-230-3841	1825 MADISON ST SUITE F CLARKSVILLE TN 37043 9319060555
45. NIA SINIAH	3035 CORE DR CLARKSVILLE TN 37040 316-259-1170	105 S THIRD ST CLARKSVILLE TN 37040 9316470200
46. SHETEK Y SLAUGHTER	1016 FOXMOOR DR CLARKSVILLE TN 37042 615 578 0329	1016 FOXMOOR DR CLARKSVILLE TN 37042 615 755 4508
47. JESSE TODD SPRAGUE	3508 DRAKE RD ADAMS TN 37010 716 359 5767	2277 TRENTON RD CLARKSVILLE TN 37040 931 648 1098
48. DONNA R STEWART	2651 E OLD ASHLAND CITY RD CLARKSVILLE TN 37043 615-948-7854	101 N THIRD ST CLARKSVILLE TN 37040 931-647-5242
49. GEORGIE STIMSON	540 MOBLEY RD CLARKSVILLE TN 37043 931 980 2683	505 HWY 76 CLARKSVILLE TN 37043 931 647 8180

MONTGOMERY COUNTY CLERK  
TERESA COTTRELL COUNTY CLERK  
350 PAGEANT LANE SUITE 502  
CLARKSVILLE TN 37040  
Telephone 931-648-5711  
Fax 931-572-1104

Notaries to be elected January 13, 2025

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
50. MARTINIQUE N STUART	2127 IRELAND WAY CLARKSVILLE TN 37042 931-542-8082	101 N THIRD ST CLARKSVILLE TN 37040 931-647-5242
51. ROBERT L TAYLOR	419 MAGNOLIA CT CLARKSVILLE TN 37042 615 521 8788	
52. CRYSTAL L VICK	3238 N SENSENEY CIRCLE CLARKSVILLE TN 37042 931-216-9608	230 HILLCREST DRIVE CLARKSVILLE TN 37040 9319069679
53. ERICA ASHLEY WEST	705 ELM ST CLARKSVILLE TN 37040 931-561-9447	PO BOX 31432 CLARKSVILLE TN 37040 9319198831
54. ROGER DALE WEST JR	705 ELM ST CLARKSVILLE TN 37040 931-503-6090	PO BOX 31432 CLARKSVILLE TN 37040 9319198831
55. TARA WHITE	1402 AMBLESIDE DR CLARKSVILLE TN 37040 731-727-7369	811 S RIVERSIDE DRIVE CLARKSVILLE TN 37040 9317277369

## **NOMINATING COMMITTEE**

January 13, 2025

### **AGRICULTURAL EXTENSION COMMITTEE.**

Commissioner \_\_\_\_\_ nominated to replace Commissioner Billy Frye for a two-year term with term to expire January 2027.

\_\_\_\_\_ nominated to serve an additional two-year term with term to expire January 2027.

\_\_\_\_\_ nominated to serve an additional two-year term with term to expire January 2027.

### **JAIL AND JUVENILE DETENTION COMMITTEE**

Commissioner \_\_\_\_\_ nominated to replace Commissioner Jeremiah Walker for a two-year term to expire January 2027.

Commissioner \_\_\_\_\_ nominated to replace Commissioner David Shelton for a two-year term to expire January 2027.

### **MUSEUM BOARD**

\_\_\_\_\_ nominated serve an additional three-year term with term to expire January 2028.

\_\_\_\_\_ nominated serve an additional three-year term with term to expire January 2028.

\_\_\_\_\_ nominated to replace Frazier Allen for a three-year term with term to expire January 2028.

### **NOMINATING COMMITTEE**

Commissioner \_\_\_\_\_ nominated to replace Commissioner John Gannon (#1 – Serving Commission Districts 1, 3, 15, & 19) for a two-year term to expire January 2027.

Commissioner \_\_\_\_\_ nominated to replace Commissioner Tangi Smith (#5 – Serving Commission Districts 8, 9, 10, 11, & 12) for a two-year term to expire January 2027.

Commissioner \_\_\_\_\_ nominated to replace Commissioner Michael Lankford (#3 – Serving Commission Districts 6, 7, 13, & 16) for a two-year term to expire January 2027.



## **SCHOOL LIAISON COMMITTEE**

Commissioner \_\_\_\_\_ nominated to replace Commissioner Carmelle Chandler (#5 – Serving Commission Districts 8, 9, 10, 11, & 12) for a two-year term to expire January 2027.

## **COUNTY MAYOR APPOINTMENTS**

January 13, 2025

### **BUDGET COMMITTEE**

Commission Joshua Beal re-appointed to serve an additional a one-year term with term to expire January 2026.

Commission Michael Lankford re-appointed to serve an additional one-year term with term to expire January 2026.

Commission Rashidah Leverett appointed to replace Commissioner Autumn Simmons for a one-year term with term to expire January 2026.

### **STORM WATER BOARD OF APPEALS**

Nick Powell (Technical) is appointed to serve an additional two-year term with term to expire January 2027.

Jon Clark (Lay Member) is appointed to serve an additional two-year term with term to expire January 2027.

Eric Hawkins (Lay Member) is appointed to serve an additional two-year term with term to expire January 2027.

Tanner Shamblin (Alternate) is appointed to serve an additional two-year term with term to expire January 2027.

### **LAND REGULATION ADVISORY COMMITTEE**

Commissioner Chris Rasnic appointed to replace Commissioner Joshua Beal for a two-year term with term to expire September 2026.

Commissioner David Harper appointed to replace Commissioner Joe Smith for a two-year term with term to expire September 2026.

Brian Bryant (Citizen) appointed to replace Eric Huneycutt  
for two-year term with term to expire September 2026.

Pam Powell (Citizen) appointed to replace Deb Haies-Kulick for two-year term with term to expire September 2026.

Clay Powers (Citizen) appointed to replace Brice Powers for two-year term with term to expire September 2026.

## **COUNTY MAYOR APPOINTMENTS (Continued)**

### **ETHICS COMMITTEE**

Commissioner Joshua Beal re-appointed to serve an additional one-year term with term to expire December 2025.

Commissioner Chris Rasnic re-appointed to serve an additional one-year term with term to expire December 2025.

Commissioner David Harper re-appointed to serve an additional one-year term with term to expire December 2025.

Commissioner Jeremiah Walker re-appointed to serve an additional one-year term with term to expire December 2025.

Highway Supervisor Jeff Bryant appointed to replace Commissioner Tangi Smith to serve a one-year term with term to expire December 2025.

## **COUNTY MAYOR NOMINATIONS**

January 13, 2025

### **ANIMAL CARE AND CONTROL COMMITTEE**

Commissioner Ryan Gallant nominated to serve an additional two-year term with term to expire January 2027.

Amy Shaver (Human Organization) has been filling the unexpired term of Tanner Shamblin and is nominated to serve an additional two-year term with term to expire January 2027.

Lt. Benjamin Blackmon (City Police Department) is nominated to serve an additional two-year term with term to expire January 2027.

### **PURCHASING COMMITTEE**

Commissioner Carmelle Chandler is nominated replace Commissioner Billy Frye and to serve a one-year term with term to expire January 2026.

Commissioner Rickey Ray is nominated replace Commissioner Walker Woodruff and to serve a one-year term with term to expire January 2026.

Commissioner Joe Creek is nominated replace Commissioner Tangi Smith and to serve a one-year term with term to expire January 2026.

Commissioner Jason Knight is nominated replace Commissioner David Shelton and to serve a one-year term with term to expire January 2026.

### **RULES COMMITTEE**

Commissioner Lisa Prichard is nominated replace Commissioner Autumn Simmons and to serve a two-year term with term to expire January 2027.

Commissioner David Harper is nominated replace Commissioner Joshua Beal and to serve a two-year term with term to expire January 2027.

Commissioner David Shelton is nominated replace Commissioner Joe Smith and to serve a two-year term with term to expire January 2027.

Commissioner Rickey Ray is nominated replace Commissioner Joe Creek and to serve a two-year term with term to expire January 2027.

Commissioner John Gannon is nominated replace Commissioner Michael Lankford and to serve a two-year term with term to expire January 2027.

## **COUNTY MAYOR NOMINATIONS (Continued)**

### **JUDICIAL COMMISSIONERS**

Lisa Roach is nominated to fill the current vacant part-time position and to serve a one-year term with term to expire January 2026.

**RESOLUTION TO AMEND RESOLUTION 24-12-10 ACCEPTING DONATED PROPERTY  
OF VALUE AT GHOLSON ROAD, MAP AND PARCEL 124/038.02 AND NORTH  
LOCK B ROAD, MAP AND PARCEL 125/002.04**

**WHEREAS**, Montgomery County earlier accepted certain properties known as GHOLSON ROAD, MAP AND PARCEL 124/038.02 AND NORTH LOCK B ROAD, MAP AND PARCEL 125/002.04 in its Resolution 24-12-10 in December of 2024; and

**WHEREAS**, Resolution 24-12-10 contained a clerical error identifying the value of the land for donation at \$224,000.00 and should have been listed as a value of \$244,000.00 and that correction of error should be reflected in the records of Montgomery County, Tennessee.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular business session on this the 13<sup>th</sup> day of January, 2025 that Montgomery County, Tennessee amends Resolution 24-12-10 to accept the donation of the property identified herein with the donated property having an identifiable appraised value of \$244,000.00 that represents the value of the property given for purposes of its donation status from the owner to Montgomery County, no other amendment necessary.

**Duly passed and approved this 13<sup>th</sup> day of January 2025.**

Sponsor

*Wes Golden*

Commissioner

*John Gannon*

Approved

Wes Golden, County Mayor

Attested

Teresa Cottrell, County Clerk



## Montgomery County Government

### Building and Codes Department

350 Pageant Lane Suite 309  
Clarksville, TN 37040

Phone  
931-648-5718

Fax  
931-553-5121

#### Memorandum

**TO:** Wes Golden, County Mayor  
**FROM:** Rod Streeter, Building Commissioner *RS*  
**DATE:** January 2, 2025  
**SUBJ:** December 2024 PERMIT REVENUE REPORT

---

The number of permits issued in December 2024 is as follows: Building Permits 74, Grading Permits 0, Mechanical Permits 38, and Plumbing Permits 14 for a total of 126 permits.

The total cost of construction was \$114,406,338.00. The revenue is as follows: Building Permits \$237,019.60, Grading Permits \$0.00, Plumbing Permits \$1,450.00, Mechanical Permits: \$3,650.00 Plans Review \$100,608.00, BZA \$0.00, Re-Inspections \$400.00, Pre-Inspection \$0.00, Safety Inspection \$0.00, and Miscellaneous Fines \$0.00 the total revenue received in December 2024 was \$343,127.60.

#### FISCAL YEAR 2024/2025 TOTALS TO DATE:

NUMBER OF SINGLE FAMILY PERMITS:	209
COST OF CONSTRUCTION:	\$198,787,221.00
NUMBER OF BUILDING PERMITS:	508
NUMBER OF PLUMBING PERMITS:	185
NUMBER OF MECHANICAL PERMITS:	378
NUMBER OF GRADING PERMITS:	6
BUILDING PERMITS REVENUE:	\$518,850.20
PLUMBING PERMIT REVENUE:	\$18,500.00
MECHANICAL PERMIT REVENUE:	\$34,622.00
GRADING PERMIT REVENUE:	\$6,179.50
RENEWAL FEES:	\$1,664.95
PLANS REVIEW FEES:	\$137,753.08
BZA FEES:	\$2,000.00
RE-INSPECTION FEES:	\$3,150.00
PRE-INSPECTION FEES:	\$0.00
SAFETY INSPECTION FEES:	\$125.00
MISCELLANEOUS FINES:	\$0.00
MISC REFUNDS	\$0.00
SWBA	\$0.00
TOTAL REVENUE:	\$721,179.78

RS/bf

cc: Wes Golden, County Mayor  
Cassie Wheeler, Accounts and Budgets  
Teresa Cottrell, County Clerk





**Montgomery County Government**  
**Building and Codes Department**

Phone  
931-648-5718

350 Pageant Lane Suite 309  
Clarksville, TN 37040

Fax  
931-553-5121

**Memorandum**

**TO:** Wes Golden, County Mayor  
**FROM:** Rod Streeter, Building Commissioner *RS*  
**DATE:** January 2, 2025  
**SUBJ:** December 2024 ADEQUATE FACILITIES TAX REPORT

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The total number of receipts issued in December 2024 is as follows: City 146 and County 37 for a total of 183.

There were 101 receipts issued on single-family dwellings, 10 receipts issued on multi-family dwellings with a total of 74 units, 0 receipts issued on condominiums with a total of 0 units, 0 receipts issued on townhouses. There were 3 exemption receipt issued.

The total taxes received for December 2024 was \$90,000.00

The total refunds issued for December 2024 was \$0.00.

Total Adequate Facilities Tax Revenue for December 2024 was \$90,000.00

**FISCAL YEAR 2024/2025 TOTALS TO DATE:**

TOTAL NUMBER OF Adequate Facilities Tax Receipts Issued:	City:	1206
	County:	84
	Total:	1490
TOTAL REFUNDS:		\$0.00
TOTAL TAXES RECEIVED:		\$785,000.00

<u>NUMBER OF LOTS AND DWELLINGS ISSUED</u>	<u>CITY</u>	<u>COUNTY</u>	<u>TOTAL</u>
LOTS 5 ACRES OR MORE:	0	24	24
SINGLE-FAMILY DWELLINGS:	458	203	661
MULTI-FAMILY DWELLINGS (43 Receipts):	648	20	668
CONDOMINIUMS: (101 Receipts)	87	14	101
TOWNHOUSES:	0	12	12
EXEMPTIONS: (24 Receipts)	13	11	24
REFUNDS ISSUED: (0 Receipt)	(0)	(0)	(0)

RS/bf

cc: Wes Golden, County Mayor  
Cassie Wheeler, Accounts and Budgets  
Teresa Cottrell, County Clerk