

1 - Certificate of Offeror and Statement of Understanding

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Your Public Sector Solutions Center

REQUEST FOR PROPOSALS
For
Advanced Metering Infrastructure (AMI) Solutions
RFP # 2025-002

Sealed proposals will be accepted until 2:00 PM CT, **January 10, 2025**, and then publicly opened and read aloud thereafter.

Legal Name of Proposing Firm

Contact Person for This Proposal

Title

Contact Person Telephone Number

Contact Person E-Mail Address

Street Address of Principal Place of Business

City/State

Zip

Mailing Address of Principal Place of Business

City/State

Zip

Point of Contact for Contract Negotiations

Title

Point of Contact Telephone Number

Point of Contact Person E-Mail Address

Acknowledgment of Addenda (initial): #1 _____ #2 _____ #3 _____ #4 _____ #5 _____

NOTE: Any confidential/proprietary information must be clearly labeled as “confidential/proprietary”. All proposals are subject to the Texas Public Information Act.

COVER SHEET

Statement of Understanding

Fortiline Waterworks is pleased to present this Statement of Understanding and our response to the RFP referenced above. Our response is based upon a detailed review of the requirements and assembled in order to exceed the needs and desires of the North Central Texas Council of Governments (NCTCOG) for implementation and use of a comprehensive Advance Metering Infrastructure for water meters.

The NCTCOG's desire to move to more accurate and reliable technology shows vision, an understanding of AMI's ability to improve customer service, a desire to conserve valuable water resources by reducing waste, and the promise of more efficient utility operations. Founded in 1997, Fortiline now has over 60 locations serving 23 states and is the second largest full-service provider to the water, wastewater, utility, and construction industries in the country. Our experience allows us to serve any and all member entities of NCTCOG in all their needs as related to this response.

Fortiline has partnered with Fenix to present their comprehensive Cellular AMI Solution, delivering a cloud-based LTE-M AMI system and software to more than 100 water utilities and selected AMI OEMs worldwide. Fenix products include fully integrated, battery-operated, meter-neutral LTE-M endpoints, valves, installation tools, LTE-M network infrastructure, and an award-winning cloud-based software, Omnia, for head-end utility operations. Additionally, the Fenix solution delivers expert customer service support for the life of the system at no extra cost. Their unique scalability, combined with customizable software makes Fenix's products the ideal solution to the diverse range of members of the NCTCOG.

Should you have any questions about the proposal, please feel free to contact Edgar Carrol, Meter Specialist, at (214) 701-5615 or edgar.carrol@fortiline.com

Thank you for your consideration,

Fortiline Meter Group

2 - Key Personnel

Edgar Carroll – Meter Specialist for Texas:

As the meter specialist for the North Texas Region, Edgar will support NCTCOG members with the technical aspects of their new systems. Additionally, Edgar will work to provide additional support to each NCTCOG project during implementation. Edgar's more than 20 years of experience in the metering industry allows him to help guide each utility through the process of procuring, installing, and implementing smart metering technology. His practical knowledge of meter installation job management, metering systems operations, and utility systems upgrades is an asset to any project.

Kevin Shen – Project Manager:

Kevin Shen received his BA in Commerce and Business from Rhodes College in Memphis, Tennessee. His work experience has revolved around the waterworks industry. As your Project Manager, Kevin will be each NCTCOG member's primary point of contact. He will supervise and facilitate all aspects of the project, from endpoint installation to project acceptance.

Kevin will work with NCTCOG members' personnel to ensure clear communication between each utility, Fortiline, and Fenix. He will be available to answer any questions you may have and will work with each utility every step of the way.

Clint Lake – Regional Meter Manager – West Region

Clint has more than 8 years of experience in the water utility market. He is a goal-oriented professional with customer success experience and a comprehensive management background. Due to his substantial experience in coordinating customer success operations, Clint is able to employ strategies that consistently ensure optimal customer satisfaction. He is adept at evaluating diverse types of problems and ensuring swift resolutions. Clint has leadership abilities in managing complex projects and directing customer success teams and has exceptional interpersonal skills, with a natural ability to build customer relationships based on trust. He has robust technical expertise in implementing software across various locations and delivering quality technical support with multiple devices and applications.

Caleb Jones – National Meter Director

Caleb's role in each NCTCOG members' projects is to support the Fortiline team and provide guidance on technical and administrative project elements. Caleb's B.S. in Mechanical Engineering and his experience within the water meter manufacturer sector in engineering, operations, and marketing roles give him a unique perspective to providing solutions for every project.

3 - References

1. City of Whitney, Texas

Chris Brennan, Public Works Director
(254) 205-8682
chris.brenna@cityofwhitney.org

2. City of Carrollton, Texas

Jody Byerly, Public Works Director
(972) 466-3476
jody.byerly@carrollton.com

3. City of Ovilla, Texas

James Kuykendall, Public Works Director
(972) 617-7262
jkuykendall@cityofovilla.org

4. City of Arlington, Texas

Kevin Drennan, Operations Support Manager
(817) 459-5914
kevin.drennan@arlingtontx.gov

4 - Project-Related Experience and Qualifications

Fortiline Overview

Founded in 1997, Fortiline, Inc. has grown to over 60 locations, serving 23 states, and is the second largest full-service provider to the water, wastewater, utility, and construction industries in the country. Although our company began as a supplier, we have expanded our expertise over the last quarter of a century to include a water metering department. Fortiline Waterworks began selling AMR water metering systems in 2005 and completed our first AMI meter project in 2014.

Throughout the last decade, Fortiline Waterworks has worked to foster relationships with manufacturers at the forefront of the water metering industry, including Fenix USA Smart Metering. Fenix has a 10-year legacy of producing innovative technology, constructed within the U.S.A. Their mission is to lead the cellular AMI market by providing reliable, data-driven insights that help utilities optimize operations, enhance customer experiences, and contribute to a more sustainable future while ensuring long-term success.

Relevant Past Projects

1. City of Whitney, Texas:

The City of Whitney requested an AMI system to help them better manage water loss, to be more proactive and efficient with their utility management, and to provide greater transparency to their customers through a customer portal. These goals were effectively realized by installing a new Cellular LTE-M AMI system composed of 1,121 Diehl Hydrus meters, ranging from $\frac{5}{8}$ " x $\frac{3}{4}$ " to 6", paired with Fenix endpoints and bolstered by the Fenix Omnia software suite.

2. City of Ovilla, Texas:

The City of Ovilla needed a new metering system that would improve customer service, mitigate non-revenue water, and improve their workforce and asset management. Essentially, Ovilla's staff wanted to improve all aspects of managing their water system, from source to invoice. The Fenix Cellular AMI system was able to meet or exceed all of their goals and requirements. Utilizing a new system composed of 1,230 Diehl meters ranging in size from $\frac{5}{8}$ " x $\frac{3}{4}$ " to 2" paired with Fenix Cellular Endpoints, the City was able to gather greater amounts of more accurate data than was possible with their previous system. By employing the Omnia Software Suite, including a Meter Data Management System with billing integration, and a Customer Portal, the City of Ovilla's staff has been able to recover lost revenue from previous untraceable water use and educate their customer base on their water usage.

Relevant Past Projects Continued...

3. The City of Carrollton, Texas:

The City of Carrollton's 2023 request for proposals specifically highlighted their need for a more accurate and reliable water metering system in order to mediate substantial water loss in their commercial and residential meters. Upon award of the first phase of the project, Fortiline Waterworks has worked with Carrollton to replace approximately 7,000 meters, ranging from $\frac{3}{8}$ " x $\frac{3}{4}$ " to 10", with state-of-the-art Diehl Hydrus meters accompanied by Fenix LTE-M Cellular AMI Endpoints. The Fenix Omnia software suite has successfully integrated with their CIS, Vertex One, allowing for superior workforce and asset management. This leg of the multi-phase project has been successful and has built project infrastructure to allow future phases to flourish with Fortiline, Fenix, and Vertex One.

Exceptions to Major Requirements

Exception 1: The proposed Fenix LTE-M Cellular solution does not require fixed-network infrastructure. Fenix utilizes existing cellular infrastructure, which is maintained by four of the most well-known cellular providers in the industry (Reference RFP, Pg.12, Pt.1)

Exception 2: Fortiline will not provide a performance guarantee or warranty for meters as we are not providing those in our proposed solution. We are proposing endpoints and software only. (Reference RFP, Pg.12, Pt.5)

Subcontractors or other Third-Party Services

Fortiline's proposed solution to this RFP does not automatically include any subcontractors or third-party services. However, in an effort to provide each of NCTCOG's member entities with access to this technology, we would like to recommend Government Capital Corporation out of Southlake, Texas as a potential financing partner. GCC's Municipal Finance Group specializes in providing innovative financing solutions in a variety of public sector areas, including but not limited to capital improvement projects. Their lease-purchase financing accommodates municipalities by not requiring bond elections, providing flexible terms, building equity, avoiding debt limitation restrictions, and providing the option to purchase value at every payment date, allowing the issuer the most advantageous options for early pre-payment of the transaction.

Since the Government Capital Corporation's 1992 founding, they have become a leading public finance firm. Their "Bring Wall Street to Main Street" goal lends itself perfectly to the NCTCOG's mission of assisting local governments to cooperate for mutual benefit with the ultimate objective of coordinating sound regional development. GCC provides professional financial services to local government entities and along with their affiliates, they have successfully completed thousands of municipal financings, exceeding \$6 billion in total funding.

5 – Technical Proposal

Fortiline Waterworks is proud to present the NCTCOG with a solution to the needs listed in the RFP, “Advanced Metering Infrastructure (AMI) Solutions, RFP# 2025-002”. We truly believe that our products, services, and performance are the best in the business. Our aim is to be the number one choice in the markets we serve and to be famous for our unrivaled customer experience. Our strategic partnerships with innovative manufacturers within the water metering industry allow us to provide our customers with extraordinary technology and service.

The AMI solution we are presenting in this proposal is Fenix USA’s Cellular AMI technology. As a front-runner within the industry, Fenix has a decade long legacy of pioneering smart AMI technology with multi-carrier cellular connectivity. Their advanced technology features Long Term Evolution (LTE-M) cellular communications with cutting-edge intelligence to meet the needs of utility managers who demand richer data for operational knowledge, the highest reliability, and deeper customer relationships.

The Fenix Cellular AMI system is capable of providing Smart Metering for utilities of all sizes. This easily scalable solution features multi-carrier cellular connectivity and no costly infrastructure upgrades, making the Fenix solution ideal for replacing dated technology. When Fenix Cellular AMI endpoints are paired with Fenix’s Omnia™ software suite, utilities have the ability to “go live” in hours, not days or months.

5.1 Project Goals and Desired Outcomes

Goal 1: Provide a Versatile Water Metering Solution

Fenix’s X4 Water Endpoint is one of the most flexible and customizable communications modules on the market. The X4 seamlessly accesses multiple major cellular networks, eliminating the need for on-site interventions and complex commissioning. These endpoints are perfect for a variety of applications including, but not limited to, new meter deployments or the re-automation of existing metering investments.

Additionally, Fenix’s meter-neutral endpoints preserves the freedom of meter choice for each utility, whether they choose to leverage their current meter investments or choose to change their meter providers in the future. Much like their physical products, Fenix’s Omnia software suite has also been designed to be *future proof*. Omnia has been constructed to be scalable up to 5-million-meter devices, allowing for nearly unlimited system growth. If your utility grows by 10 or 10,000 endpoints, Omnia will grow with you.

Goal 2: Implement Advanced Data Management and Integration

The Fenix Omnia software suite is a highly versatile software platform that offers robust display options and functionality for complete data management and actionable decision making on incoming meter interval and event data. Omnia consists of a Head End System (HES) coupled with an integrated Customer Portal and Mobile Field Installation App. This coalition of digital tools works to create a comprehensive data control system that is accessible from any mobile device. Moreover, Omnia features over 150 pre-built APIs and integrated ad-hoc file mapping tools, providing seamless integration processes with many common utility back-office systems to manage the incoming meter data.

The complete Fenix Smart Metering Solution is typically composed of a Fenix Cellular endpoint, X4, connected to a water meter; existing cellular infrastructure, the LTE-M network, via multiple carriers; Fenix Omnia, the head-end system, which is accessible via web interface; and cloud hosting provided by Amazon Web Services (AWS), which allows for integration points with existing billing systems and third-party applications. This architecture ensures a robust, scalable, and future-proof AMI system.

Additionally, the Fenix AMI system is robust enough to not require a traditional AMR backup. Cellular infrastructure failure is rare. In the unlikely event of a Cellular Network failure, individual meter readings can be retrieved using the Fenix App. Moreover, the utility is not held responsible for the network failure. Fenix's proprietary LTE-M Cellular Endpoint Communications leverage existing cellular infrastructure to the advantage of water utilities. Network repair will be handled by the massive telecoms industry, saving the utility both labor and capital.

Goal 3: Achieve Cost-Effective and Scalable Implementation

Fortiline's proposed Fenix solution is one of the most cost-effective solutions on the market. The Fenix Cellular AMI system is flexible and is competitively priced on a per endpoint basis. This prevents utilities from paying for more products than they are using. The Cellular AMI package that Fortiline has laid out in the attached pricing models, *Exhibit 1 – Pricing Proposal Worksheet*, *Exhibit 2 – Sample Market Basket Form*, and the *Pricing Narrative* (19), is specifically structured to allow utilities of all sizes to purchase a Fenix Cellular AMI system. Fortiline Waterwork's proposed pricing solution offers a minimum of 35% off current list price for member entities of NCTCOG.

Additionally, Fenix's smart metering solution is designed to empower utilities to customize their AMI system to their individual needs. Not only is there virtually no limit to the number of endpoints that may be assigned to a single utility in Omnia, but utility managers also have the ability to create new user accounts and set permissions at no additional cost. The software suite is fully scalable with no hoops to jump through, no hidden *extra-seat* fees, and no restrictions on the number of users.

Fenix's Cellular AMI system allows utilities to leverage the existing infrastructure of the telecoms industry. Utilizing existing systems translates into fewer up-front costs and negates the long-term expense of maintaining a proprietary network. Should disaster strike, the telecoms industry is committed to restoring connectivity with far more resources than any individual utility can provide.

Goal 4: Ensure Efficient Maintenance, Repair, and Meter Replacement Support for Member Entities.

We provide comprehensive training to designated member's staff prior to the commencement of installations. The Fenix training program includes sessions on hardware installation, field training, user setup, platform basics, advanced controls and features, billing process, and customer portal setup. Each session is designed to ensure that staff are well-equipped to handle their respective tasks effectively.

We will provide comprehensive training for member entity employees in all required areas to install, operate, and maintain the AMI system, as well as to obtain and use data from it. The training will cover the following areas and will be conducted using a combination of classroom instruction, hands-on training, and online resources. Trainings may include: All aspects of the AMI system's operation, Meter Reading Database Management, Use of the MDMS and Customer Portal, Field Installation of MIUs as well as MIU field diagnostics and maintenance, AMI system maintenance,

Moreover, Fenix provides customer support during business hours from 8:00 a.m. to 5:00 p.m. Eastern Standard Time, Monday through Friday, excluding holidays. Incident reporting is available 24/7 via email or phone. The escalation procedure involves assessing the incident priority level and responding according to the Service Level Agreement (SLA). Initial response times vary based on the severity of the incident, ranging from 1 hour for critical issues to 3 business days for low-priority issues. Upgrades are scheduled and notified in advance, with planned maintenance windows mutually agreed upon with the customer. Fenix attempts to schedule maintenance after midnight Pacific Time. Unplanned updates are communicated immediately to the customer's designated point-of-contact. Upgrades typically require Fenix assistance, especially for critical updates to maintain security and functionality. Support shall be provided during any warranty periods for the equipment covered by the support service and during active maintenance agreements.

Furthermore, Fortline Waterworks' Customer Success department is dedicated to our customers. We maintain a Support Center, located in Concord, NC. The Support Center keeps regular business hours, Monday – Friday, 8am – 5pm EST. Our team of support staff are able to resolve 95% of the customer issues we are tasked with. In the unlikely event we are unable to provide a solution, we will open a support case with Fenix. Your local Meter Specialist and individual Project Manager will act as your personal Fortiline representatives. Every Fortiline Team member is dedicated to ensuring that each of our projects is completed as smoothly as possible.

5.2 Key Challenges to Address

Challenge 1: Multi-Environment Compatibility

Our proposed Fenix Cellular AMI solution has been developed specifically with flexibility and customization in mind. Fenix AMI devices embrace a meter-neutral, open architecture in order to provide this cutting-edge technology to the largest number of customers. The X4 offers the benefit of

connecting to meters through the use of Nicor, Itron, or Bare Wire connections. Their encoded meter compatibility includes multiple major meter manufacturers, including but not limited to: Diehl, Sensus, Neptune, and Kamstrup. Additionally, the Fenix X4 endpoints are IP67 rated, protecting their internal electronics from water and dust, making them ideal for installation in most settings.

Challenge 2: Standardized Yet Customizable Data Integration

The Fenix Omnia™ platform offers a comprehensive suite of standard reports designed to provide detailed insights into system and component performance, data integrity, and operational anomalies. These reports are essential for maintaining the health and efficiency of the AMI system. Below is a list of the standard reports available, along with brief descriptions:

- *Alarm Report*: This report lists all active and historical alarms, including details such as the type of alarm, the affected device, and the timestamp. It helps in quickly identifying and addressing issues.
- *All Valves with Failed ACKS*: This report identifies valves that have failed to acknowledge commands, allowing for targeted troubleshooting.
- *AMR Updates*: Provides updates on Automated Meter Reading (AMR) activities, including successful and failed read attempts.
- *Battery Levels*: Monitors the battery levels of all devices, helping to preemptively address low battery issues before they impact performance.
- *Consumption Report*: Offers detailed insights into water usage patterns, helping utilities to identify trends and optimize distribution.
- *Daily Readings Report*: Summarizes daily meter readings, providing a snapshot of consumption and system performance.
- *Device Changes*: Tracks changes to device configurations, ensuring that all modifications are logged and can be audited.
- *Device Commands*: Lists all commands sent to devices, including their status (successful or failed).
- *Device Group Report*: Provides information on groups of devices, which can be useful for managing large deployments.
- *Devices with Lost Communication*: Identifies devices that have lost communication, allowing for quick resolution of connectivity issues.
- *Firmware Version*: Lists the firmware versions of all devices, ensuring that they are up-to-date and compatible.
- *Inactive Flow*: Identifies meters with no flow, which could indicate potential issues such as blockages or meter failures.

- *Meter Alarm Report*: Summarizes all alarms related to meters, including tamper alerts and flow anomalies.
- *Meters by Size*: Categorizes meters by their size, aiding in inventory management and planning.
- *QA Report*: Quality assurance report that ensures all devices and data meet the required standards.
- *Radio Communication Failure*: Identifies failures in radio communication, which can impact data transmission.
- *Skipped Install Report*: Lists installations that were skipped, ensuring that no devices are missed during deployment.
- *Valves Turned in the Last 24 Hours*: Tracks valve operations, providing insights into recent activities.
- *Valves with Failed ACKS*: Identifies valves that have failed to acknowledge commands, similar to the earlier report but focused on recent activities.
- *Valves with Queued Commands*: Lists valves with pending commands, ensuring that all operations are completed.
- *Wake Up Interval Report*: Monitors the wake-up intervals of devices, ensuring they are operating as expected.

Reports must be able to be directed to a printer, screen, or data file. The system should be able to export data from analyses and reports in standard CSV format.

All reports generated by the Fenix Omnia™ platform can be directed to a printer, displayed on the screen, or exported as data files in standard CSV format. This flexibility ensures that the data can be easily shared, analyzed, and integrated with other systems.

The Fenix Omnia™ platform includes standard alarms that cover all the listed data points. Additionally, the system allows for the configuration of custom alarms to meet specific needs and requirements. This flexibility ensures that all potential issues are promptly identified and addressed, maintaining the overall health and efficiency of the AMI system.

Moreover, The OMNIA software suite supports ad hoc queries and custom reports through its robust reporting and analytics engine. Users can create and customize reports without voiding any software product warranties or preventing future software releases. Reports and alerts are viewable on the configurable dashboard and can be exported for offline analysis or use with business intelligence tools. Access to the HES for ad hoc reports is facilitated through the OMNIA Head End System, which includes over 150 pre-built APIs and integrated ad-hoc file mapping tools for seamless integration with various utility back-office systems.

Furthermore, In the context of water and gas utilities, the necessity for real-time reads from AMI systems can be reevaluated based on the typical usage patterns and billing cycles of these resources. Real-time data is critical in environments where immediate response can prevent significant issues or costs, such as in electric utilities where peak demand management is crucial. However, for water and gas, consumption patterns tend to vary less abruptly and drastically. Therefore, near real-time or daily reads are sufficiently effective for conducting accurate billing.

This approach not only aligns well with the slower usage dynamics of water and gas but also optimizes cost-efficiency by reducing data transmission and processing requirements. By focusing on near real-time or daily reads, utilities can still achieve a high level of operational efficiency and customer service. This strategic data collection frequency ensures that utilities can manage their resources effectively without the additional overheads associated with constant real-time data streaming.

Moreover, the infrastructure required for real-time data transmission can be significantly more complex and costly. By opting for near real-time or daily reads, utilities can leverage existing infrastructure more effectively, minimizing the need for extensive upgrades or additional investments. This balance between data frequency and operational efficiency is crucial for maintaining a sustainable and cost-effective utility management system.

Additionally, the Fenix system provides the optionality to select device wake-up times, allowing utilities to strategically configure their systems to have fresh data at specific times of the day. This feature enables utilities to tailor their data collection schedules to align with peak usage periods or other critical times, thereby enhancing the utility's ability to respond to consumption patterns and potential issues more effectively.

By configuring device wake-up times, utilities can ensure that they receive updated data at intervals that are most relevant to their operational needs. For instance, a utility might choose to have devices wake up and transmit data more frequently during the early morning and late evening hours when water usage is typically higher. This strategic configuration can help in better managing water distribution, detecting leaks promptly, and ensuring accurate billing.

Challenge 3: Phased Implementation for Cooperative Scalability

By utilizing the telecom industry's existing LTE-M network, Fenix's X4 endpoints can be within the distribution area without the need for costly additional infrastructure. Leveraging this pre-existing infrastructure allows utilities to save both time and money from the beginning of the project. Additionally, this feature allows for more flexibility within the installation and implementation phases of the project than that of a traditional RF AMI solution. For example, if the priority area changes during implementation, accommodating this is as simple as directing the installers to move to the new area, allowing for flexibility during initial deployment and near seamless future growth potential.

Challenge 4: Cost Efficiency

Fortiline's proposed Fenix solution is one of the most cost-effective solutions on the market. The Fenix Cellular AMI system is flexible and is competitively priced on a per endpoint basis. This prevents utilities from paying for more products than they are using. The Cellular AMI package that Fortiline has laid out in the attached pricing models, *Exhibit 1 – Pricing Proposal Worksheet*, *Exhibit 2 – Sample Market Basket Form*, and the *Pricing Narrative* (20), is specifically structured to allow utilities of all sizes to purchase a

Fenix Cellular AMI system. Fortiline Waterwork's proposed pricing solution offers a minimum of 35% off current list price for member entities of NCTCOG.

Additionally, Fenix's smart metering solution is designed to empower utilities to customize their AMI system to their individual needs. Not only is there virtually no limit to the number of endpoints that may be assigned to a single utility in Omnia, but utility managers also have the ability to create new user accounts and set permissions at no additional cost. The software suite is fully scalable with no hoops to jump through, no hidden extra-seat fees, and no restrictions on the number of users.

Challenge 5: A-I Driven Analytics and Predictive Insights.

The Fenix OMNIA software suite identifies anomalies in water consumption that may indicate leaks or inefficiencies through its advanced analytics and dynamic reporting capabilities. The software provides key analytics for water balance, loss detection, and District Metering Analysis (DMA) to deliver leak and theft detection. Configurable notifications keep key utility staff informed and shift the service dynamic from reactive to proactive. Conditions that can trigger automatically generated alerts and notifications include meter reading errors, system alarms, water consumption spikes, non-revenue water detection, battery level alerts, and flow conditions including backflow.

The system also provides predictive maintenance recommendations to minimize downtime and repair costs by utilizing its robust reporting and analytics engine. This engine allows for detailed consumption analytics, which can help in identifying trends and optimizing distribution. The OMNIA software supports integration with various utility back-office systems via over 150 pre-built APIs and integrated ad-hoc file mapping tools, enabling seamless data integration and analysis.

To enhance customer engagement, the software allows customers to download both graphical and chart-based reports of their consumption in PDF and Excel formats. The robust reporting and analytics engine supports an unlimited number of arbitrary or virtual meter groupings, and users can enroll in report subscriptions to have daily or weekly insights pushed directly to their inbox. The system's ability to thrive in diverse environmental conditions and dedication to high-performance communication make it a pivotal driver of operational efficiency.

5.3 Minimum Solution Requirements

Compatibility:

The Fenix Cellular AMI solution is capable of communicating across multiple cellular carriers as well as locally via Bluetooth with the Omnia Field Mobile Application. The Omnia software suite also supports systems integrations across a multitude of platforms. *(PLEASE REFER TO: GOAL 2: IMPLEMENT ADVANCED DATA MANAGEMENT AND INTEGRATION AND CHALLENGE 2: STANDARDIZED YET CUSTOMIZABLE DATA INTEGRATION FOR FURTHER DETAILS)*

Pricing Structure:

PLEASE REFER TO: THE PRICING NARRATIVE SECTION ON PAGE 19 FOR A COMPLETE AND DETAILED OVERVIEW OF FORTILINE'S PROPOSED PRICING STRUCTURE.

Data System and Security:

The proposed method of communications between Member Entity workstations and Fenix servers involves the use of LTE-M cellular transmission, which is highly secure and reliable. All device communications are fully secured using AES 256 encryption, and data is transmitted over a Virtual Private Network (VPN Fenix ensures that no third-party data centers are used without prior written permission from each Member Entity).

Fenix USA's data centers are hosted in Amazon Web Services (AWS) cloud, which includes multiple levels of physical and cyber security measures. AWS data centers are designed to anticipate and tolerate failure while maintaining service levels. In case of failure, automated processes move traffic away from the affected area. Core applications are deployed to an N+1 standard, ensuring sufficient capacity to enable traffic to be load-balanced to the remaining sites. All data is backed up each hour and each night at midnight internally, then backed up to the external AWS enterprise platform system weekly. AWS data centers are located in the United States and are specifically designed to provide redundancy and the highest levels of security against both man-made and natural disaster scenarios. AWS maintains ISO/IEC 27001 certification and Tier IV SSAE 16 certified data centers, among other security certifications.

For firewall and application-level security, all Fenix platform software is hosted in the AWS cloud and developed around the AWS suite of big data applications, database, and systems monitoring tools, including DynamoDB and EC2, which provide automatic scaling and advanced security. All login sessions are fully encrypted using SSL, and all data is encrypted at rest. Fenix supports SSL-encryption, uses best-practice password cipher policies, and maintains system access logs to maximize online security. The Omnia HES employs role-based authentication to provide variable levels of access to administrators in the organization. All servers and data are only accessible via SSH public/private key-pair authentication. User logins can be configured to enforce 2-factor authentication, reducing security risks of stolen passwords. Password resets can be required at any interval the utility desires. All user logins, system access, and database transactions are extensively logged and may be audited using the Fenix Auditing tool.

Maintenance and Support

Please refer to Goal 4: Ensure Efficient Maintenance, Repair, and Meter Replacement Support for Member Entities. All of these requirements are addressed in this section.

Performance Guarantee and Warranty:

Fortiline and Fenix will collaborate with the designated member to determine the best, most cost-effective deployment strategy for the customer. This incorporates the commission of a propagation study, at no cost to the member. Using this information, and other inputs from the member, a performance guarantee will be agreed upon before full deployment.

Fenix X4 endpoints' limited warranty covers battery equipment in full for twenty (20) years. The cellular communications component (radio equipment) is warrantied at 100% replacement for the first fifteen (15) years from the date of purchase and covers years sixteen (16) through twenty (20) on a prorated scale.

Customer Engagement

The Fenix Omnia suite includes a fully integrated Customer Portal featuring consumption graphing, usage comparisons, alert notifications, and utility messaging/news. This allows for real-time connectivity with customers for improved customer service.

From the utility's perspective, Omnia allows staff to access accounts via the following fields: account number, name, address, premise ID number, meter body ID number, register ID number, and MIU ID number. The customer service representative to view the latest or current reading (with time of read), consumption history over a selectable date range, meter information, usage statistics (e.g., max flow rate, usage by day of week, etc.), and historical events (tamper, alerts, etc.). Consumption can be viewed with selectable granularity (e.g., hourly, daily) and compared to the same period for prior years or to comparable meters, in both table form and appropriate data visualizations. The process to view or generate a file of this information involves using the Omnia software's robust reporting and analytics engine, which allows for the generation of various file types such as Excel, PDF, and JPEG for sending to customers. The MDMS can display consumption data with minimum hourly flows in each 24-hour period and can display consumption data in conjunction with external data such as temperature. The CSR can see a screen identical to what a customer sees through the customer portal. Additionally, the software can associate more than one account number or meter number with an individual customer.

Moreover, The Fenix Customer Portal can be seamlessly integrated and themed to match the utility's website, providing a cohesive user experience. This integration ensures that customers feel they are navigating within the utility's ecosystem, enhancing trust and usability. The portal can also be linked to payment platforms via Single Sign-On (SSO), allowing customers to transition smoothly from viewing their usage data to paying their bills without needing to log in again. This SSO process is designed to be secure and user-friendly, reducing the friction often associated with multiple logins.

Additionally, the customer portal supports integration with a billing document repository, enabling the display of paper bills in PDF format. This feature allows customers to view and download their bills directly from the portal, providing a convenient and centralized location for all their billing information. The software allows customers to initialize an account for access using their address and account number. This process is designed to be straightforward and does not require any involvement from utility staff. Account initiation is completed using an emailed or texted authorization code, ensuring that the process is both secure and user-friendly. The software supports utility account file import and account and password authentication, including two-step authentication for added security.

Password requirements are robust to ensure the security of customer accounts. The software allows customers to retrieve or reset a forgotten password via the previously established email, providing a simple and secure method for account recovery. Additionally, the software provides password support to Augusta Customer Service Representatives (CSRs) to manage forgotten usernames and passwords, ensuring that customers can always regain access to their accounts with minimal hassle.

The customer portal can be accessed directly from a utility website or e-billing page, providing a seamless user experience. The portal supports single sign-on and is SAML compliant, ensuring that it meets modern security standards and provides a smooth user experience. Furthermore, while the customer web portal does not have a dedicated mobile application, it is mobile-friendly. This means that customers can access their account information and manage their water usage from their smartphones or tablets through a mobile-optimized web interface. This mobile-friendly design ensures that customers can manage their accounts on the go, providing all the functionality available on the desktop version of the portal in a user-friendly format suitable for mobile devices.

Training:

In conjunction with Fenix representatives, Fortiline Waterworks' representatives provide comprehensive training to designated Member entity staff prior to the commencement of installations. Our training program includes sessions on hardware installation field training, user setup, platform basics, advanced controls and features, billing process, and customer portal setup. Each session is designed to ensure that staff are well-equipped to handle their respective tasks effectively.

Scalability:

Please refer to the following sections: Goal 1: Provide a Versatile Water Metering Solution, Goal 3: Achieve Cost-Effective and Scalable Implementation, and Challenge 3: Phased Implementation for Cooperative Scalability for further information.

Data Analytics and Reporting:

Please refer to the following sections: Goal 2: Implement Advanced Data Management and Integration, Challenge 2: Standardized Yet Customizable Data Integration, and Challenge 5: A-I Driven Analytics and Predictive Insights for clarification.

Disaster Recovery and Business Continuity:

The Fenix Platform ensures that all data is backed up each hour and each night at midnight internally, then backed up to the external Amazon Web Services (AWS) enterprise platform system weekly. AWS data centers are specifically designed to provide redundancy and the highest levels of security against both man-made and natural disaster scenarios. In the event of a failure at the Proposer's data center, the Fenix Platform leverages AWS's automated processes to move traffic away from the affected area. Core applications are deployed to an N+1 standard, ensuring that there is sufficient capacity to enable traffic to be load-balanced to the remaining sites. This ensures that the system software and functions remain quickly and easily accessible to users.

Normal procedures for system administration include regular system health checks, monitoring system performance, and maintaining system logs. Our Dev team regularly checks the system for function, and there are alerts and alarms in place for all system health functions. The Fenix Omnia™ Software tracks everything within the software in bug logs, system health reports, and more that our Support teams and Developers use regularly to maintain system health.

The security infrastructure of the proposed HES (Head End System) is robust and multi-layered, ensuring comprehensive protection at various levels: See "2.9 Data Transmission Integrity and Security" on page 20.

Presentation Level: All login sessions are fully encrypted using SSL, and all data is encrypted at rest. The system supports SSL-encryption, uses best-practice password cipher policies, and maintains system access logs to maximize online security.

Application Level: The Omnia HES employs role-based authentication to provide variable levels of access to administrators in the organization. All user logins can be configured to enforce 2-factor authentication, reducing security risks of stolen passwords. Password resets can be required at any interval the utility desires.

Database Level: All servers and data are only accessible via SSH public/private key-pair authentication. The utility decides on the configurable security methods. In the event the utility needs to investigate a security issue, all user logins, system access, and database transactions are extensively logged and may be audited using the Omnia Auditing tool. The utility can search on each user ID to see every activity of the user, including all changes, edits, deletes, updates, and other activities.

Network Level: The LTE-M cellular transmission uses AES 256 encryption, and all device communications are fully secured, whether from the endpoint using AES 256 encryption or between the cellular towers over a Virtual Private Network. AWS also utilizes multiple levels of threat protection to prevent malicious attacks and publishes their disaster recovery testing reports.

Logging of system access and database transactions for all actions includes extensive logs of all user logins, system access, and database transactions. These logs capture every activity of the user, including all changes, edits, deletes, updates, and other activities.

Certifications showing compliance with industry standards include AWS has ISO/IEC 27018 certification. AWS has Tier IV SSAE 16 certified data centers. AWS holds over 15 security certifications in the US alone and 14 global certifications, with multiple certifications within additional countries.

Data security during transmission is of the utmost priority. Once the data is received by the Fenix HES, all login sessions are fully encrypted using SSL, and all data is encrypted at rest. The Fenix HES employs role-based authentication to provide variable levels of access to administrators in the organization. All servers and data are only accessible via SSH public/private key-pair authentication. Additionally, all user logins can be configured to enforce 2-factor authentication, reducing security risks of stolen passwords. For presentation to external end users, the system supports masking and/or encryption of sensitive data as identified by the utility, ensuring that customer data remains private and isolated throughout the IoT ecosystem.

Finally, The Fenix incident management program and business continuity plans for the AMI system software are designed to ensure rapid response and recovery in the event of an incident. These plans are tested regularly and comply with industry standards such as ISO 27031 and ISO 22301. The program includes procedures for identifying, reporting, and resolving incidents, as well as measures to ensure business continuity.

Pilot Testing:

The Fenix Cellular AMI Solution's innate flexibility allows any project to include a piloting or "initial deployment period". Each project can be customized to fulfill the needs and desires of the utility.

Pricing

Exhibit 1 – Pricing Proposal Worksheet Overview

Category 1 – Equipment, Products, and Supplies

Fortiline’s proposed Fenix Cellular AMI solution does not include water meters. This proposal encompasses endpoints and the Fenix software suite, Omnia. In reference to *Category 1 – Equipment, Products, and Supplies (A1)*, our proposed solution would best be categorized as the combination of Fenix’s X4 Cellular AMI endpoint and the Omnia Software Suite.

Subcategory *Water Utility Meters and Controllers* [A3], encompasses the physical Fenix X4 endpoint with a Nicor Connector.

Subcategory *Water Utility Meter Software Management and Electronic Monitoring* [A4:A6] covers the Fenix Omnia Software Hosting (SaaS) fee. The pricing we have provided reflects these charges on a per endpoint, per year basis.

Subcategory *Automated Water Meter Reading Systems* [A7:A12] refers to the Network as a Service (NaaS) fees on a per endpoint basis. Within the Fenix Cellular AMI solution, the NaaS fees are effectively the cellular connectivity charges associated with cellular endpoint communication. Fortiline’s NaaS fee pricing is dependent on communication style, dual vs quad carrier, and service period, Monthly, 10-Year, or 20-Year.

Category 2 – Installation and Repair Services.

Fortiline Waterworks is declining to bid on this category.

Category 3 – Professional Services

Subcategory *Billing System Integration* [A14] represents the standard Utility CIS software integration with the Fenix Omnia platform. Fenix’s software integration team has over 150 pre-built API’s that allow integration with most billing systems on the market. However, if a utility’s billing system technology is not applicable with any of these standard API’s, custom-built API fees may be applicable.

Subcategory *Onsite Training* [A15] covers two (2) days of onsite training by a certified Fenix trainer.

Subcategory *Project Management* [A16] pricing has been structured in such a way that each Utility should be able to calculate their personalized Project Management cost easily. Our proposed solution provides for the support of both Fenix and Fortiline Project Managers. The fees for these services are calculated on a per endpoint basis with a \$10,000 minimum per project.

Subcategory *Propagation Study* [A17] fees are included in the Network as a Service (NaaS) fee.

Subcategory *Software Hosting, Maintenance, and Support* [A18] fees are included in the Software as a Service (SaaS) fee.

Subcategory *Technical Support* [A19] fees are provided for in the Software as a Service (SaaS) fee as Remote Technical Support.

HUB Bonus

Not Applicable

Proposed Value-Add

In addition to all the features of the X4 and the Fenix Cellular AMI Solution previously listed in this response, the X4 endpoint is able to bolster its life expectancy with renewable energy. Each X4 endpoint features integrated solar panels that are used to help power the endpoint allowing Fenix to guarantee their battery life for a full twenty (20) years. Utilizing solar energy also allows utilities to lower their battery end-of-life issues and the environmental footprint of recycling lithium batteries.

Appendix

- A. Fenix X4 Water Endpoint Data Sheet
- B. Fenix Omnia Software Suite Data Sheet
- C. Fenix X4 Endpoint Limited Warranty
- D. Fortiline Waterworks Exceptions and Disclaimers
- E. Sample Certificate of Insurance
- F. Attachment I: Instructions for Proposals Compliance and Submittal
- G. Attachment II: Certifications of Offeror
- H. Attachment III: Certification Regarding Debarment, Suspension, and other Responsibility Matters
- I. Attachment IV: Restrictions on Lobbying
- J. Attachment V: Drug-free Workplace Certification
- K. Attachment VI: Disclosure of Conflict of Interest Certification Regarding Disclosure of Conflict of Interest
- L. Attachment VII: Certification of Fair Business Practices
- M. Attachment VIII: Certification of Good Standing Texas Corporate Franchise Tax Certification
- N. Attachment IX: Historically Underutilized Businesses, Minority or Women-Owned or Disadvantaged Business Enterprises [NOT APPLICABLE]
- O. Attachment X: NCTCOG Federal and State of Texas Required Procurement Provisions

FENIX

X4 Water Endpoint

Harness the power of multi-carrier LTE-M with solar technology.

FENIX devices seamlessly access multiple major cellular networks to eliminate on-site interventions and complex commissioning. Perfect for new meter deployments, or to re-automate existing investments by embracing a meter-neutral, open architecture. Benefit from unmatched longevity with true next-generation AMI, regardless of existing meter hardware.

CLEAN RENEWABLE ENERGY

FENIX cellular endpoints harness solar power to increase battery life expectancy with 20-year warranties. Increase your utility's return on investment while lowering battery end-of-life issues and the footprint legacy from recycling lithium batteries.

CELLULAR BENEFITS

Two-way, multi-carrier LTE-M cellular connectivity negates the need for the construction and maintenance of traditional RF networks. Use of a secure and redundant existing cellular network infrastructure automatically becomes an extension of your utility's resources.

ADVANCED SOFTWARE

Utilities are able to seamlessly integrate systems during a hardware transition thanks to FENIX software that provides a combined, single display of data. This feature is especially helpful during a multi-year project. Experience advanced functionality, user-configurable alarms, alerts, and the ability to change settings remotely.



ENDPOINT FEATURES

- Multi-Carrier LTE-M Cellular
- Solar & Battery Power
- 120-Day Storage of Hourly Data
- Over-the-Air Firmware
- Remote Configuration
- 3X + Daily Transmissions
- 100% Encoded Meter Compatibility
- Secure Data Encryption

METER NEUTRAL ADVANTAGE

Meter neutral endpoints offer the benefit of having multiple major meter brands wired to any encoded output register reporting into a single head end system. The FENIX solution fully accommodates retrofits and new installations. Save time and lower costs with the latest AMI water endpoint technology.

CONNECTION + INTEGRITY + INTELLIGENCE + EXPERIENCE + AMERICAN MADE



TECHNICAL SPECIFICATIONS

Communication Type	Two-way Multi-Carrier, Industry Standard LTE-M Cellular. 700MHz-1.9Ghz Licensed. Bluetooth 5.0 included standard on every endpoint		
Power	3.6V Lithium Battery + HLC, Solar and patented Power Management Platform		
Environmental	-30° to 65° C / -22° to 150°F, IP67		
Connection Options	Nicor, Itron, Bare Wire		
Transmissions	Default 3X per Day Weekday, 1 Configurable 1X per day Weekend		
Installation	Wireless BLE 2.0 from any Android Device		
Leak Detection	Endpoints can detect leaks via configurable thresholds in the OMNIA software		
Reverse / Zero Flow Detection	Reverse and zero flow is detected on all endpoints connected to an encoded output meter. Where register values reverse or are zero, flags are transmitted via status output from the meter		
Data Logging	Endpoints store up to 120 days of hourly meter reads		
Data Security	Endpoint data is encrypted during transmission using AES 256		
Theft or Cut Wire Detector	If wire is cut an alarm will be sent via the software notifying operational staff		
Encoded Meter Compatibility, Meter Neutral	Diehl Sensus Neptune Badger	Master Meter Kamstrup Honeywell Zenner	RG3 Hersey Mueller Siemens

All Endpoints comply with Part 15, Part 22, Part 24, and Part 27 of the FCC Rules. No license required by the utility to operate FENIX devices.



For More Information Contact:

FENIX USA | (800) 858-8593

1755 Telstar Drive, Ste. 300 Colorado Springs, CO 80920

sales@fenixusa.com | www.FENIXusa.com

FENIX

Omnia Software Suite

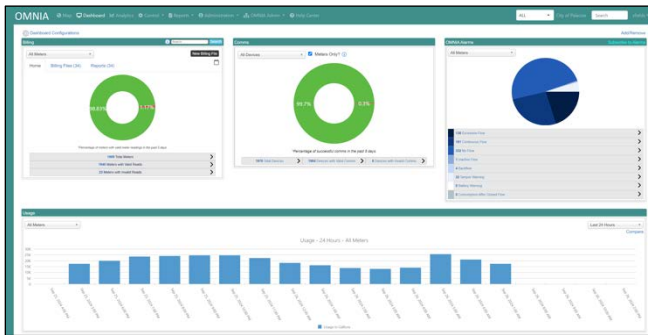
This highly versatile software platform offers robust display options and functionality for complete data management and actionable decision making on incoming meter interval and event data.

The Omnia software suite consists of a Head End System (HES) coupled with an integrated Customer Portal and Mobile Field Installation App to create a comprehensive data control system accessible from any mobile device. Boasting over 150 pre-built APIs and integrated ad-hoc file mapping tools, Omnia is ready for seamless integration with many common utility back-office systems to manage the flood of incoming meter interval and event data from a dynamic platform.



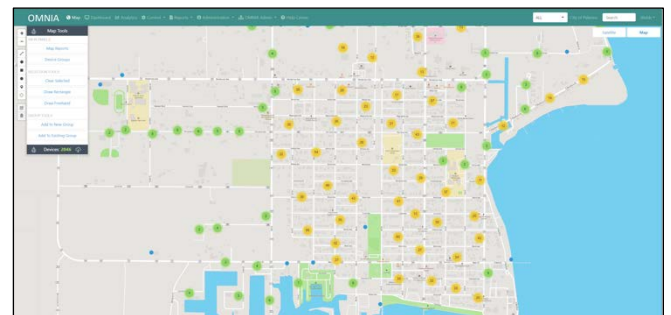
OMNIA HEAD END SYSTEM (HES)

A versatile cloud-based data management and control platform for FENIX AMI Endpoints. Featuring widget-based configuration, GPS mapping, configurable device health alerts, flow alarms deliver actionable insights for decision making on incoming meter data.



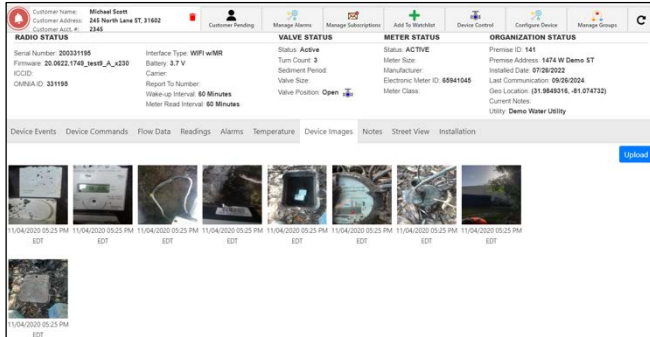
Dynamic Dashboard

Experience a snapshot of all critical system status information in a single view, including connectivity related issues. OMNIA's customizable view can be used to track meter reading errors, system alarms, valve status, consumption interval data, or to create a custom watchlist to track only priority devices.



Geospatial Mapping

View the location of all field assets by creating custom groups or geofencing a metering area. This robust view also allows for device health tracking to understand where system failures may occur and how to deploy field staff to proactively address potential issues before they become emergencies.



Device Detail

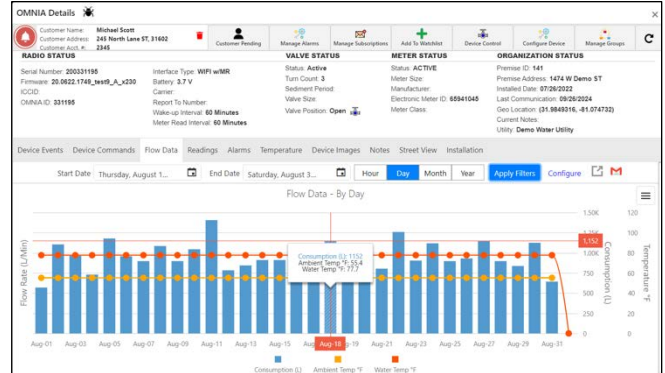
Selecting any device or location icon on the map accesses a list of account details including battery level, valve status, meter status, consumption reads, metering groups, device configuration parameters, and much more. This dynamic view is the heart of the software and enables utility operators to fine-tune visibility and control of all aspects of the smart water network.

Robust Reporting

Omnia has a robust reporting and analytics engine that provides utilities with insights to better manage operations, infrastructure, customer service and education. Users can enroll in report subscriptions to have daily or weekly insights pushed right to their inbox. All reports and alerts are viewable at a glance on a configurable dashboard and are available in common downloadable formats. Omnia supports an unlimited number of arbitrary or virtual meter groupings.

Additional Features

- Create ad-hoc device groups for meter classes & reading routes.
- Compare consumption across groups & relative time frames.
- Configure custom dashboard views for each registered user.
- Subscribe to alarms & reports for easy access to critical systems.
- Configurable flow alerts for all conditions including backflow.
- Monitor AMI endpoint & remote smart valve battery health.
- Control & automate valve status by configurable groupings.



Non Revenue Water & Leak Detection

Benefit from key analytics and dynamic reporting for water balance, loss detection and more, coupled with District Metering Analysis (DMA) to deliver leak and theft detection. Configurable notifications keep key utility staff informed and shifts the service dynamic from reactive to proactive.

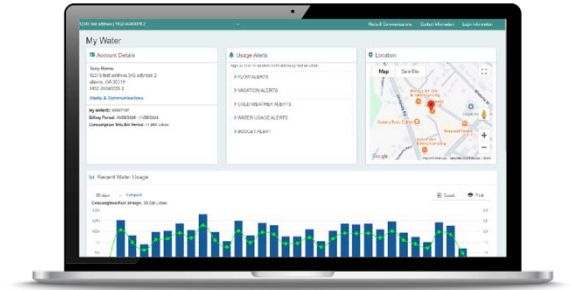
SAMPLE DYNAMIC REPORT

- **Meter consumption** – Full history available.
- **Meter change-outs** – Visually track replacements.
- **Excessive, Continuous, No & Backflow** – Track usage spikes to discern potential leaks or waste.
- **Device alerts** – Meters, valves & sensors.
- **Non-revenue water** – Identify potential water losses by DMA.
- **Battery monitor** – Displays charge levels for all devices with configurable alert thresholds.

CUSTOMER PORTAL

OMNIA includes a fully integrated Customer Portal featuring consumption graphing, usage comparisons, alert notifications, utility messaging/news. This allows for real-time connectivity with your customers for improved customer service and is included as part of the OMNIA software suite including:

- Detailed consumption analytics
- Configurable analytics & alerts
- Versatile notifications for flow, vacation, weather, budget & water usage
- Utility messaging center
- Mirrored view for utility customer support
- Self-service features reduce support calls
- Provides automation of multiple services
- Increases engagement & satisfaction



FIELD MOBILE APPLICATION

The OMNIA Field Mobile Application is a wireless workforce provisioning tool to aid in the deployment, configuration, and management of all FENIX AMI hardware. No proprietary handheld device required, accessible via smart devices and is included as part of the OMNIA software suite including:

- Accessible from any Internet connected mobile device.
- No proprietary handheld device required.
- Immediate activation, provisioning & documentation.
- Use for Work Order Management with onsite installation confirmation.
- Increased account accuracy with automated premise ID configuration.



For More Information Contact:

FENIX USA | (800) 858-8593

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X4 ENDPOINT LIMITED WARRANTY

This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original Customer of the Company or its authorized distributors.

RADIO EQUIPMENT. As used herein "Radio Equipment" means the two-way cellular radio and components thereof as delivered to Customer by FENIX USA herewith, the components of each radio being the plastic enclosure, printed circuit board, connecting cables and installed firmware.

BATTERY EQUIPMENT. As used herein "Battery Equipment" means the battery in the Fenix Endpoint.

WARRANTY. FENIX warrants, to Customer only, that the Radio Equipment which is delivered to Customer herewith will be of the kind described herein and will be free of defects in workmanship or material for a period of twenty (20) years from the date of initial delivery to Purchaser. Should any failure to conform to this limited warranty occur within twenty (20) years after the date of the initial delivery to Purchaser, FENIX will, subject to your compliance with FENIX's notification and substantiation procedures described below, correct such defect(s) by suitable repair or replacement of the defective Radio Equipment or component thereof at the applicable Expense Commitment as set forth in the warranty table. This limited warranty is exclusive and is in lieu of any implied warranty of merchantability, fitness for a particular purpose or other warranty of quality, whether expressed or implied. Correction of non-conformities, in the manner and for the period of time provided herein, shall constitute fulfillment of all liabilities of FENIX to Customer, with respect to the Radio Equipment, whether based on contract, negligence, strict tort or otherwise.

WARRANTY EXCLUSIONS. This limited warranty does not cover any Radio Equipment that has not been stored, installed, maintained and operated in accordance with both FENIX's maintenance requirements and standard industry practice. Furthermore, this limited warranty shall not apply to any Radio Equipment that is damaged due to abuse, neglect, misuse, fire, accident, collision, explosion, theft, alteration, improper installation, use of special additives, or any unauthorized attempt to repair. When operated outside of all recommended settings, warranty is subject to being null and void.

NOTIFICATION AND SUBSTANTIATION OF WARRANTY CLAIM. If Customer believes that any defect in workmanship and/or materials appears within the twenty (20) year limited warranty period to any Radio Equipment to which this warranty applies, Customer shall notify FENIX of such claim by contacting FENIX Customer Service and going through the Return Merchandise Authorization (RMA) procedures. Customer shall deliver the subject Radio Equipment as instructed by FENIX, for testing and substantiation of such claim to SET's reasonable satisfaction via the RMA process.

LIMITATION OF LIABILITY. FENIX shall not under any circumstances be liable for special or consequential damages such as, but not limited to, damages or to loss of property or equipment other than Radio Equipment, loss of profits or revenue, cost of capital, cost of purchased or replacement goods, or claims of customers of Customer. The remedies of Customer, and any and all others, set forth herein are exclusive, and the liability of FENIX with respect to same shall not exceed the price of the Radio Equipment upon which such liability is based. It is the Customer's responsibility to confirm that the Radio Equipment satisfies local codes and standards.

FENIX shall be responsible for the percentages of the aggregate cost of the repair or replacement of any Battery or Radio Equipment to which this limited warranty applies per the provided table.

FENIX reserves the right to make modifications to the products described herein at any time and without notice. *Extended Warranty coverage is available for purchase.*

Category	Warranty Period (Years)	FENIX Expense Commitment
Battery Equipment	YEARS 0 - 20	100% REPLACEMENT
Radio Equipment	YEARS 0 - 15	100% REPLACEMENT
Radio Equipment	YEAR 16-17	70% REPLACEMENT
Radio Equipment	YEAR 18	50% REPLACEMENT
Radio Equipment	YEAR 19	30% REPLACEMENT
Radio Equipment	YEAR 20	10% REPLACEMENT

EP Warranty V2-02-2024

FOR MORE INFORMATION CONTACT: FENIX USA

1755 Telstar Drive, Ste. 300, Colorado Springs, CO 80920

sales@fenixusa.com | www.FENIXusa.com | (800) 858-8593



Fortiline, Inc. d/b/a Fortiline Waterworks ("Fortiline") Exceptions to Customer Bids and Purchase Orders

These Exceptions are incorporated into and are part of Fortiline's response to Customer's request for bids or acceptance of Customer's purchase order and specifically amend or replace, as applicable, any contrary provisions in Customer's documents (the "Agreement") as follows:

1. Pricing: Due to current supply chain issues impacting pricing, the actual unit price for the Customer's project can only be determined as each product is released for shipment.
2. Payment: In no event shall Fortiline agree to payment from Customer contingent upon their receipt of payment from their customer.
3. Retainage/Offsets/Setoffs: In no event shall Fortiline agree to any retainage, offsets, and setoffs by Customer.
4. Delivery:
 - a. Deliveries of all products shall be made as agreed upon by written approval by both parties. Notwithstanding the foregoing, due to current supply chain challenges, including manufacturers' declaring force majeure, Fortiline will, use commercially reasonable efforts to meet the delivery requirements of Customer.
 - b. Notwithstanding the foregoing and regardless of other provisions in the Agreement,
 - i. Fortiline shall not be liable for any liquidated damages due to any circumstances beyond its reasonable control; and
 - ii. Fortiline may suspend deliveries if Customer's account is delinquent.
5. Lien Waiver: Fortiline shall issue a lien waiver to Customer after receipt of full payment from Customer.
6. Warranty:
 - a. Fortiline makes no warranties, express or implied, related to the products other than Fortiline warrants that products shall meet the specifications set forth in the Agreement. In addition, Fortiline shall furnish to Customer the manufacturers' certificates of warranty for the products listed in the Agreement. The warranty supplied by Fortiline shall remain in force for the full period identified by the warranty certificates.
 - b. Notwithstanding the foregoing, Fortiline's warranty obligations shall not apply to any defect which arises from an improper installation or use.
7. Patents and Copyrights:
 - a. Fortiline shall use commercially reasonable efforts to assist Customer in any claims or suits brought against Customer, its officers, agents, and/or employees based on a claim that the products sold by Fortiline pursuant to this Agreement constitute infringement of any United States Letters Patent or violate any other proprietary interest (including copyrights, trademarks and trade secrets), provided Customer notifies Fortiline in writing promptly of such claim or suit.
 - b. Notwithstanding the foregoing, Fortiline will provide Customer with the same license rights provided to Fortiline as it relates to any use of patented and copyrighted design, device, tool, material, equipment, or process to be performed under the Agreement, to the extent permitted by Fortiline's provider. Fortiline will assist Customer in any indemnification claim against the provider for patent or copyright infringement as it relates to any such patented and copyrighted design, device, tool, material, equipment, or process.
- c. Irrespective of provisions to the contrary, with respect to any patent and copyright claims, Fortiline shall have no liability unless Fortiline has actual knowledge of a potential patent and copyright claim and fails to disclose such knowledge to Customer prior to the delivery of any services which become subject to a patent and copyright claim. In addition, Fortiline shall have no duty or obligation to conduct any patent and copyright searches or legal analysis of the results of any such search, unless Customer agrees to pay for costs associated therewith.
8. Indemnification: Fortiline shall defend, indemnify and hold Customer, its agents and employees harmless from any claims or suits, actual monetary damages, costs (including reasonable attorney fees) (collectively, "Claims") to the extent caused by Fortiline's negligence or willful misconduct. Fortiline shall not, however, defend, indemnify or hold Customer, its agents and employees harmless from any Claims to the extent caused by the negligence or willful misconduct of Customer or its agents or employees.
9. Limitation of Liability:
 - a. In no event shall Fortiline be liable for any amount in excess of amounts paid by Customer under the Agreement during the twelve-month period prior to the event giving rise to such liability. Under no circumstances will Fortiline be liable for any type of incidental, special, punitive, indirect or consequential damages to Customer or any of its customers, including but not limited to, lost revenue, lost profits, replacement goods, cost of replacement goods, loss of technology, rights or services, loss of information or interruption or loss of use of service or equipment, even if advised of the possibility of such damages, arising under any theory of agreement, tort (including negligence), strict liability or otherwise.
 - b. The parties acknowledge that Fortiline set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein and that the same form an essential basis of the bargain between the parties. The parties agree that the limitation and exclusions of liability and disclaimer specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

If any conflict exists between the Exceptions and any provision contained in the Agreement or any other Customer document, the provisions of these Exceptions shall control and prevail.



Pricing Disclaimer

1. The prices quoted are good for through 07/10/25. Prices may include applicable taxes, which the utility will be responsible for payment of said taxes if they are not able to produce a state tax-exempt certificate for Fortiline, Inc. to keep on file.
2. Fortiline's standard terms and conditions of sale apply.
3. Payment for all meters, software, hardware, electronics, training and project management is due 30 days from the receipt of invoice.
4. Any bond requirements, Performance, Payment, etc. will result in additional charges.
5. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbance, act of public enemy, orders of any kind of government of the United States or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, government tariffs or government interference or other causes not reasonably within control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlements of strikes and lockouts by exceeding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
6. If applicable, integration fees do not include any charges that may be incurred from third party programs.
7. Conditions listed are only applicable to the general agreement between Fortiline, Inc. D/B/A Fortiline Waterworks and NCTCOG. Further agreements between Fortiline and NCTCOG Member Entities are subject to individualized exceptions and disclaimers based upon the needs and requirements of each individual project.

Submittal Disclaimer

1. We have always prided ourselves on delivering quality products, the best value, and superior customer service. What sets us apart in this industry is this dedication to service. Since Fortiline was formed in 1997, our goal has remained the same: to supply customers with the latest products by reputable manufacturers at the most competitive prices. Exceeding our customers' expectations is what we strive for in every aspect of our business.
2. As a part of our dedication to service, we point out that this submittal contains certain information provided to Fortiline by manufacturers. Fortiline makes no warranties, express or implied, related to the products other than Fortiline warrants that the products shall meet the specifications set forth in the Agreement. Fortiline also disclaims the warranties of merchantability, fitness for a particular purpose and any warranty of non-infringement. In addition, Fortiline shall furnish to Customer any manufacturers certificates of warranty for the products listed in this submittal to the extent possible. Fortiline will not be liable for any type of incidental, special, punitive, indirect or consequential damages.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC Park 7 12750 Merit Drive, Suite 1000 Dallas TX 75251	CONTACT NAME: Krissy Ooton PHONE (A/C, No, Ext): 972-663-6127 E-MAIL ADDRESS: krissy_ooton@ajg.com	FAX (A/C, No): 972-991-4061
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Travelers Property Casualty Co of America		25674
INSURER B : Charter Oak Fire Insurance Company		25615
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1521958832**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	Y-660-1Y092373-COF-24	4/30/2024	4/30/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 DEDUCTIBLE \$5,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	TC2JCAP-5H600032-TIL-24	4/30/2024	4/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP-0Y887332-24-NF	4/30/2024	4/30/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	UB-1L155252-24-51-K	4/30/2024	4/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	AUTOMOBILE PHYSICAL DAMAGE A WORKERS COMPENSATION (WI ONLY) A TRANSPORTATION			TE-BAP-5H603009-TIL-24 UB-3T986101-24-51-R KTJ-CMB-9M52107-4-23	4/30/2024 4/30/2024 12/31/2023	4/30/2025 4/30/2025 12/31/2024	DEDUCTIBLE \$5,000 ACC/DISEASE LIMITS \$1,000,000 PROPERTY IN TRANSIT \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FULL NAMED INSURED SCHEDULE ATTACHED

The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

GENERAL LIABILITY:

- Automatic Blanket Additional Insured under policy forms CG D6 04 02-19 | CG D4 58 02-19
- Automatic Waiver of Subrogation status provided under Policy forms CG 24 04 12-19 | CG 29 88 12-19 | CG D4 58 02-19
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

FOR INFORMATION PURPOSES ONLY
This certificate is for verification of coverage
Please contact us if you need to be listed

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED MORSCO, Inc. Named Insured Continued See Attached 15850 Dallas Parkway, Suite 210 Addison TX 75248	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

- Primary and Noncontributory under Policy form CG T1 00 02-19
- Contractual Liability Coverage provided under Policy form CG T1 00 02-19

AUTOMOBILE LIABILITY:

- Automatic Blanket Additional Insured under Policy form CA T4 37 02-16
- Automatic Waiver of Subrogation status provided under Policy Form CA T3 40 02-15
- Primary and Non-Contributory under Policy Form CA T4 74 02-16
- Personal Injury Protection (PIP) included at state minimum requirements

AUTOMOBILE PHYSICAL DAMAGE:

- Coverage for Symbols 8 & 10 Actual Cash Value or cost of repair, whichever is less, minus deductible for each Covered Auto.
- Deductibles for Vehicles = \$5,000
- Auto Loan/Lease Gap Coverage provided under Policy Form CA 20 71 10-13
- Automatic Additional Insured and Loss Payee status to Lessor provided under Policy Form CA 20 01 10-13
- Automatic Waiver of Subrogation status provided under Policy Form CA T3 40 02-15

TRANSPORTATION:

- Coverage provided under the primary property policy at the limit shown above.

WORKERS' COMPENSATION:

- Automatic Waiver of Subrogation status provided under Policy Form WC 00 03 13(00) - 001
- Part One States covered: AL AZ CA CO FL GA IL KS KY MD NC NM NV OK PA SC TN TX VA WI
- Other States covered: AR CT DC DE HI IA ID IN LA MA ME MI MN MO MS MT NE NH NJ NY OR RI SD UT VT WV

UMBRELLA LIABILITY:

- Policy is Follow Form to the General Liability, Automobile Liability and Workers Compensation policies shown on this certificate of insurance.

CONTRACTORS POLLUTION LIABILITY:

- Insurer: Navigators Specialty Insurance Company (NAIC #36056)
- Policy Number: CH24ECPZ08BHSIC
- Policy Term: 04/30/2024 - 04/30/2025
- Policy Limits: \$5,000,000 Ea Occur/Aggregate

CYBER LIABILITY:

- Insurer: Associated Industries Insurance Company, Inc. (NAIC #23140)
- Policy Number: 7916906
- Policy Term: 04/30/2024 - 04/30/2025
- Policy Limits: \$5,000,000 Ea Occur/Aggregate
- Retention: \$500,000

Reece USA

NAMED INSURED SCHEDULE

Name
Hamilton Holdco, LLC
MORSCO, Inc.
Morsco Supply, LLC
Patriot Supply Holdings, Inc.
Patriot Supply Intermediate, Inc.
Fortiline, LLC
Fortiline, Inc.
MORSCO Properties, LLC
MORSCO Properties OK, LLC
Reece Mexico 99, Inc.
Reece Mexico 1, Inc.
RMx Dev S. de R.L. de C.V.
Barsco, Inc.
DKJ Family Equipment, LLC
MORSCO, Inc. DBAs
Reece
Reece USA
Fortiline, Inc. DBAs
Fortiline Waterworks
Reece Waterworks
MORSCO Supply, LLC DBAs
Bush Supply
Desert Pipe & Supply – Nevada
DeVore & Johnson
Express Pipe & Supply Co.
Expressions Home Gallery
Farnsworth Wholesale Supply
FWC Supply
Irvine Pipe & Supply
Kiva Kitchen & Bath
L&B Pipe and Supply
L&B Pipe and Supply Co.
L&B Pipe and Supply Company
LegendMRO
Morrison Supply Company
Murray Supply Company
Reece
Reece Bath & Kitchen
Reece Bath + Kitchen
Reece HVAC
Reece Plumbing
Schumacher & Seiler
Schumacher and Seiler
Todd Pipe & Supply
Todd Pipe Holdings
Wholesale Specialties
WS Supply

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

- (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:

- (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

- (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b)** Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

- (a)** How, when and where the "occurrence" or offense took place;
- (b)** The names and addresses of any injured persons and witnesses; and
- (c)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

- (a)** Immediately record the specifics of the claim or "suit" and the date received; and
- (b)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR MANUFACTURERS AND WHOLESALERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| A. Who Is An Insured – Unnamed Subsidiaries | H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations |
| B. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers | I. Blanket Additional Insured – Grantors Of Franchises |
| C. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies | J. Incidental Medical Malpractice |
| D. Blanket Additional Insured – Broad Form Vendors | K. Medical Payments – Increased Limit |
| E. Blanket Additional Insured – Controlling Interest | L. Blanket Waiver Of Subrogation |
| F. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers | M. Contractual Liability – Railroads |
| G. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises | |

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a.** A limited liability company;
 - b.** An organization other than a partnership, joint venture or limited liability company; or
 - c.** A trust;
- as indicated in its name or the documents that govern its structure.

B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

C. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization, other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

D. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

E. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

- 1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- 2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

F. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

G. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has

issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

I. BLANKET ADDITIONAL INSURED – GRANTORS OF FRANCHISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that grants a franchise to you is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your operations in the franchise granted by that person or organization.

If a written contract or agreement exists between you and such additional insured, the limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical

services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the execution of the contract or agreement.

M. CONTRACTUAL LIABILITY – RAILROADS

- 1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
- c. Any easement or license agreement;
- 2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage

Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

TOTAL AGGREGATE LIMIT AND DESIGNATED LOCATION AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED LOCATIONS

LIMITS OF INSURANCE

Total Aggregate Limit (Other Than Products-Completed Operations)	\$ 25,000,000
Designated Location Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000
General Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000
Designated Locations:	Per Schedule on File

PROVISIONS

1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Locations.
2. The following replaces Paragraph 1. of **SECTION III – LIMITS OF INSURANCE:**
 1. The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought;
 - c. Persons or organizations making claims or bringing "suits"; or
 - d. "Locations".
3. The following replaces Paragraph 2. of **SECTION III – LIMITS OF INSURANCE:**
 2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:
 - (1) Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - (2) Damages under Coverage **B**; and
 - (3) Medical expenses under Coverage **C**.
 - b. Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Locations applies and is further subject to all of the following provisions:
 - (1) The Designated Location Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage **C** for "bodily injury" caused by accidents;that can be attributed only to operations at a single "location".

(2) The Designated Location Aggregate Limit applies separately to each "location".

(3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.

(4) The Designated Location Aggregate Limit does not apply to damages under Coverage B. Instead, the General Aggregate Limit described in Paragraph 2.c. below applies to such damages.

(5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:

(a) The Total Aggregate Limit; and

(b) The Designated Location Aggregate Limit for the "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph 2.c. below, nor will they reduce the Designated Location Aggregate Limit for any other "location".

c. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Locations applies and is further subject to all of the following provisions:

(1) The General Aggregate Limit is the most we will pay for the sum of:

(a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage C for "bodily injury" caused by

accidents, that cannot be attributed only to operations at a single "location"; and

(b) Damages under Coverage B.

(2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.

(3) Any payments made for damages or medical expenses to which the General Aggregate Limit applies will reduce both the Total Aggregate Limit and the General Aggregate Limit. Such payments will not reduce the Designated Location Aggregate Limit for any "location".

4. The following replaces Paragraph 3. of **SECTION III – LIMITS OF INSURANCE:**

3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage A for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit or the Designated Location Aggregate Limit for any "location".

5. The following is added to the **DEFINITIONS** Section, but only for purposes of the Designated Location shown in the Schedule – Limits Of Insurance And Designated Locations:

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "location".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) – 001

POLICY NUMBER: UB-1L155252-24 -51-K

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single Designated Project:
1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and will not reduce the General Aggregate Limit or the Designated Project Aggregate Limit.
- D. If the applicable Designated Project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same Designated Project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

POLICY NUMBER: UB-1L155252-24 .51-K

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer. The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

SCHEDULE

1. Alternate Employer

ANY PERSON OR ORGANIZATION
THAT YOU AGREE IN A WRITTEN
CONTRACT TO PROVIDE THIS
INSURANCE FOR BODILY INJURY TO
YOUR EMPLOYEES WHILE IN THE
COURSE OF SPECIAL OR TEMPORARY
EMPLOYMENT BY SUCH PERSON OR
ORGANIZATION, IF SIGNED BEFORE
ALL SUCH BODILY INJURY OCCURS.

Address

ANY , DALLAS , TX , 75248

2. State of Special or Temporary Employment

AL AZ CA CO FL GA IL KS KY NV NM NC OK SC TN TX VA

3. Contract or Project

ANY

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

POLICY NUMBER: UB-1L155252-24-51-K

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

SCHEDULE

Alternate Employer

Address

State of Special or Temporary Employment

ANY PERSON OR ORGANIZATION
THAT YOU AGREE IN A WRITTEN
CONTRACT TO PROVIDE THIS
INSURANCE FOR BODILY INJURY TO
YOUR EMPLOYEES WHILE IN THE
COURSE OF SPECIAL OR TEMPORARY
EMPLOYMENT BY SUCH PERSON OR
ORGANIZATION, IF SIGNED BEFORE
ALL SUCH BODILY INJURY OCCURS.

ANY , DALLAS , TX , 75248

AL AZ CA CO
FL GA IL KS
KY NV NM NC
OK SC TN TX
VA

**ATTACHMENT I: INSTRUCTIONS
FOR PROPOSALS COMPLIANCE AND SUBMITTAL**

Compliance with the Solicitation

Submissions must be in strict compliance with this solicitation. Failure to comply with all provisions of the solicitation may result in disqualification.

Compliance with the NCTCOG Standard Terms and Conditions

By signing its submission, Offeror acknowledges that it has read, understands and agrees to comply with the NCTCOG standard terms and conditions.

Acknowledgment of Insurance Requirements

By signing its submission, Offeror acknowledges that it has read and understands the insurance requirements for the submission. Offeror also understands that the evidence of required insurance must be submitted within ten (10) working days following notification of its offer being accepted; otherwise, NCTCOG may rescind its acceptance of the Offeror's proposals. The insurance requirements are outlined in the [NCTCOG Procurement Standard Terms and Conditions](#).

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____

ATTACHMENT II: CERTIFICATIONS OF OFFEROR

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee, board member, or agent of the North Central Texas Council of Governments has assisted in the preparation of this proposal. I acknowledge that I have read and understand the requirements and provisions of the solicitation and that the organization will comply with the regulations and other applicable local, state, and federal regulations and directives in the implementation of this contract.

I also certify that I have read and understood all sections of this solicitation and will comply with all the terms and conditions as stated; and furthermore that I, _____(typed or printed name) certify that I am the _____(title) of the corporation, partnership, or sole proprietorship, or other eligible entity named as offeror and respondent herein and that I am legally authorized to sign this offer and to submit it to the North Central Texas Council of Governments, on behalf of said offeror by authority of its governing body.

Name of Organization/Contractor(s):

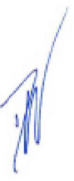
Signature of Authorized Representative:

Date: _____

**ATTACHMENT III: CERTIFICATION
REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

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

- 
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
 2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false Proposals, or receiving stolen property;
 3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
 4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the qualifications in this certification, such prospective recipient shall attach an explanation to this certification form.

Name of Organization/Contractor(s):

Signature of Authorized Representative:



Date: _____

ATTACHMENT IV: RESTRICTIONS ON LOBBYING

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

As a recipient of a federal grant exceeding \$100,000, NCTCOG requires its subcontractors of that grant to file a certification, set forth in Appendix B.1, that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

**LOBBYING CERTIFICATION
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

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

1. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification or any federal contract, grant, loan, or cooperative contract; and
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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, and or cooperative contract, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with the instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____

ATTACHMENT V: DRUG-FREE WORKPLACE CERTIFICATION

The _____ (company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premises of the _____ (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy Proposal notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the subcontractor's policy Proposal;

Notifying the employees in the subcontractor's policy Proposal that as a condition of employment under this subcontract, employees shall abide by the terms of the policy Proposal and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the Board within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____

ATTACHMENT VI: DISCLOSURE OF CONFLICT OF INTEREST
CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST

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

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Not Applicable

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

ATTACHMENT VII: CERTIFICATION OF FAIR BUSINESS PRACTICES

That the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____

**ATTACHMENT VIII: CERTIFICATION OF GOOD STANDING
TEXAS CORPORATE FRANCHISE TAX CERTIFICATION**

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The following certification that the corporation entering into this offer is current in its franchise taxes must be signed by the individual authorized on Form 2031, Corporate Board of Directors Resolution, to sign the contract for the corporation.

The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

Indicate the certification that applies to your corporation:

_____ The Corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

_____ The Corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.


Type of Business (if **not corporation**): ☐ Sole Proprietor

☐ Partnership

☐ Other

Pursuant to Article 2.45, Texas Business Corporation Act, the North Central Texas Council of Governments reserves the right to request information regarding state franchise tax payments.

(Printed/Typed Name and Title of Authorized Representative)

Signature 

Date: _____

**ATTACHMENT IX: HISTORICALLY UNDERUTILIZED BUSINESSES,
MINORITY OR WOMEN-OWNED OR DISADVANTAGED BUSINESS ENTERPRISES**

Historically Underutilized Businesses (HUBs), minority or women-owned or disadvantaged businesses enterprises (M/W/DBE) are encouraged to participate in the solicitation process.

NCTCOG recognizes the certifications of most agencies. HUB vendors must submit a copy of their certification for consideration during the evaluation of their proposal. Please attach the copy to this form. This applies only to the Offeror and not a subcontractor.

Texas vendors who are not currently certified are encouraged to contact either the Texas United Certification Program, State of Texas HUB Program, or the North Central Texas Regional Certification Agency, among others. Contact:

State of Texas HUB Program
Texas Comptroller of Public Accounts
Lyndon B. Johnson State Office Building
111 East 17th Street
Austin, Texas 78774
(512) 463-6958
<http://www.window.state.tx.us/procurement/prog/hub/>

North Central Texas Regional Certification Agency
624 Six Flags Drive, Suite 100
Arlington, TX 76011
(817) 640-0606
<http://www.netrca.org/certification.html>

Texas United Certification Program
USDOT website at
<https://www.transportation.gov/DBE>

You must include a copy of your certification document as part of this solicitation to receive points in the evaluation.

Vendor to Sign Below to Attest to Validity of Certification:

Vendor Name

Authorized Signature

Typed Name

Date

☐ Not applicable.

**ATTACHMENT X: NCTCOG FEDERAL AND STATE OF TEXAS
REQUIRED PROCUREMENT PROVISIONS**

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify to the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

**PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
CERTIFICATION**

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment. Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g., phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country. The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

☐ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

This contract is subject to the Texas Local Government Code chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries. TLGC chapter 2274, Subtitle F, Title 10, identifies that “discrimination against a firearm entity or firearm trade association” includes the following:

- A) means, with respect to the entity or association, to:
- I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.
- B) An exception to this provision excludes the following:
- I. contracts with a sole-source provider; or
 - II. the government entity does not receive bids from companies who can provide written verification.

The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm entity or firearm trade association as prohibited by Chapter 2274, Subtitle F, Title 10 of the Texas Local Government Code.

☐ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 2274, Subtitle F, Title 10.

**SIGNATURE OF AUTHORIZED
PERSON:**



NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 2274, Subtitle F, Title 10.

**SIGNATURE OF AUTHORIZED
PERSON:**

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

BOYCOTTING OF CERTAIN ENERGY COMPANIES

This contract is subject to the Texas Local Government Code chapter 809, Subtitle A, Title 8, prohibiting contracts with companies who boycott certain energy companies.

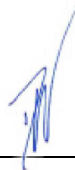
TLGC chapter Code chapter 809, Subtitle A, Title 8, identifies that “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

- I. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; and
- II. does business with a company described by paragraph (I).

The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

☐ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 809, Subtitle A, Title 8.

SIGNATURE OF AUTHORIZED PERSON:



NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 809, Subtitle A, Title 8.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE: