

TXShare

Your Public Sector Solutions Center

REQUEST FOR PROPOSALS
For

Traffic Signal Maintenance & Repair Services

RFP # 2024-132

Sealed proposals will be accepted until 2:00 PM CT, **October 2, 2024**, and then publicly opened and read aloud thereafter.

PARADIGM TRAFFIC SYSTEMS, INC.

Legal Name of Proposing Firm

ROBERT KELLY

Contact Person for This Proposal

CHIEF ESTIMATOR

Title

817-831-9406

Contact Person Telephone Number

ESTIMATING@PARADIGMTRAFFIC.COM

Contact Person E-Mail Address

2201 E. DIVISION ST.

Street Address of Principal Place of Business

ARLINGTON, TX

City/State

76011

Zip

2201 E. DIVISION ST.

Mailing Address of Principal Place of Business

ARLINGTON, TX

City/State

76011

Zip

ROBERT KELLY

Point of Contact for Contract Negotiations

CHIEF ESTIMATOR

Title

817-831-9406

Point of Contact Telephone Number

ESTIMATING@PARADIGMTRAFFIC.COM

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)

EXHIBIT 1
CATEGORIES SELECTED, PRICING & CURRENT PUBLISHED PRICE LIST

- **Please place a checkmark next to each Category that you are offering in your proposal:**

☒ Service Category #1: Preventative Maintenance Services
☒ Service Category #2: Emergency & Non-Emergency Repair Services
☒ Service Category #3: Ancillary Service, Maintenance, Equipment & Supplies

- **Proposed Contractual Discounts on Pricing for Categories Offered**

For each of the categories you selected above, provide your proposed **discount** off your list price on the attached *Bid Price Worksheet*. You may offer tiers of discounts based on the different bid items or the sale quantity.

- **Current Published Price List for Items Offered**

For each of the bid items you wish to offer, please provide the current published list price. Please attach this information to your proposal on a separate sheet or via a weblink. Please match the Category item number from the Bid Price Worksheet to the matching item on your current published price list.

NOTE: The current price list will NOT be a part of your contractual obligation and may be modified at your discretion during the term of any contract that is awarded to you. You are however requested to provide us with an updated version of the current price list whenever it is updated. Only the percentage discount is contractually obligated.

BID PRICE WORKSHEET FOR RFP #2024-132

*** 0% Discount, Please refer to current published price list attached**

Category 1: Preventative Maintenance Services

Item	Description	% Discount Off Your Regular List Price
1	Routine Maintenance for Traffic Signals	3%
2	Opticom Inspection	NO BID

Category 2: Emergency & Non-Emergency Repair Services

Item	Description	% Discount Off Your Regular List Price
3	Labor & Equipment	3%
4	Repair Parts & Materials	3%
5	Mobilization	3%
6	Traffic Control	3%
7	Off-Duty Uniformed Law Enforcement Officers with Vehicle	NO BID

Category 3: Ancillary Service, Maintenance, Equipment & Supplies

Item	Description	% Discount Off Unit List Price
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Describe Below:

A	Traffic Electrical Subcontracting	3%
B	Tech Field Services	3%
C	Tech Bucket	3%

Exhibit 2 - Market Basket Worksheet for RFP #2024-132

Category 1: Preventative Maintenance Services (Assuming job location is 10 miles from your facility)

Item	Description	Unit of Measure	Current List Price	% Discount	Net Price After Discount
1	Routine Maintenance of Signal without Bucket Truck	HR	\$315.00	3%	\$306.00
2	Opticom Regular Inspection				NO BID

Category 2: Emergency & Non-Emergency Repair Services

Item	Description	Unit of Measure	Current List Price	% Discount	Net Price After Discount
29	Mobilization	EA	\$1,500.00	3%	\$1,455.00
30	Bucket Truck (Includes one (1) Technician)	HR	\$780.00	3%	\$757.00
17	Travel Time	HR	\$75.00	3%	\$73.00
18	Labor	HR	\$315.00	3%	\$306.00
19	Labor - After Hours (Considered Emergency)	HR	\$450.00	3%	\$437.00
21	Traffic Control - Off-Duty Uniformed Law Enforcement Officers with Vehicle				NO BID
22	Traffic Control - Advanced Warning Arrow Panel (Trailer Mounted, Electric, All Types)				NO BID
27	Traffic Control - Cone Reflectorized (25" min height)				NO BID
28	Traffic Control - Flags 24" X 24"				NO BID

Category 3: Ancillary Service, Maintenance, Equipment & Supplies



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Paradigm Traffic Systems, Inc.

TAB A

Capacity to Deliver

Tab A: Capacity to Deliver

o Describe and clearly indicate any exceptions to the specifications, options or alternatives as found in Section 4 of this RFP. You should also indicate any major requirements found in any other Section of this RFP that you cannot meet or wish to make exception to or deviation from. **One exception to services, we don't provide Opticom product inspection, maintenance or replacement. Opticom and other proprietary equipment would have limitations on their serviceability. Those proprietary providers require service performed by certified technicians. Most services can be completed by Paradigm Traffic or our subcontractors.**

o Describe your firm's capabilities to deliver the products offered in a timely fashion. **With local offices throughout the state of Texas, Paradigm Traffic can provide excellent technical service and product. Product lead times may vary on certain traffic products, but we try to have material in our warehouse for emergency scenarios.**

o List the business location(s) out of which your firm's team members will work from. You are encouraged to provide options to cover multiple geographic areas outside of Dallas/Fort Worth. **Paradigm has 3 technicians based out of the Arlington, TX. office, 3 technicians based in the Cypress, TX. office, 1 technician in Lufkin, 1 technician in Waco, and 1 technician in El Paso.**

o Provide an overview of Proposer's organization, size, years in business, and experience; major clients; and other information that you feel would assist in our evaluation process. **The summary of qualifications for Paradigm Traffic for such an agreement are extensive. We are a leader in the Texas traffic industry, ITS equipment supply market and technical services business. For 30 years, we have served TxDOT, city and county local agencies, and traffic consultants in different capacities. Our Team of 34 people at Paradigm Traffic Systems has over +500 years of traffic industry experience. We currently provide traffic equipment and technical service assistance through interlocal agreements with partners such as TX Share, BuyBoard, HGAC, and multiple city contracts**

o Please provide a description of how your firm intends to interact with the Customer while providing services. **Paradigm Traffic will keep great communication with any TX Share agency that utilizes this agreement. We have technical managers that will facilitate this.**

o Describe your invoicing process. Payment terms? Is payment by credit card accepted? Is a deposit required? **A quote will be issued by the Estimating Department of Paradigm Traffic referencing the TXShare contract #2024-132. Once the verbal or written purchase order is issued by the Agency, then work will proceed. When work is completed, an invoice will be issued. Payment terms are 60-90 days. Payment by credit card is acceptable. No deposit is necessary for service.**

o Designate and provide names of specific contact person(s) for the following phases:

- (1) proposal evaluation process **Robert Kelly / Patrick Murray**
- (2) contracting process **Robert Kelly / Patrick Murray**
- (3) primary point of contact for receiving orders from participating agencies **Robert Kelly** and **Estimating@paradigmtraffic.com**

o Include a list of no more than five (5) similar contracts awarded within the last 5 years. These same five projects should be used as your references in Tab C.

TXShare # 2023-092 / BuyBoard / HGAC / DFW Airport

o Identify any contracts within the past three years that were terminated due to non-performance. **Paradigm Traffic has no terminated agreements with any city, county or state agencies.**

o Please state in your proposal what warranty or guarantee may apply to the goods or services you are proposing.

As required in the Scope, 1 year warranty on services provided. Products will have different standard manufacturer's warranties.

o What is your standard response time for emergency traffic signal calls?

Is this response available twenty-four (24) hours a day, including Saturdays, Sundays, and holidays? Please explain.

The Technical Manager will give an agency a phone call back within 12 hours. Response time to the intersection is within 24-48 hours for emergency roll outs. Yes, calls will be accepted 24 hours a day, including holidays or weekends. Per the RFP pricing, holiday and weekend rates do apply.

o What is your standard response time for non-emergency traffic signal calls? Please explain.

The Technical Manager will give an agency a phone call back in 12 hours or less.

Response time to the intersection for non-emergency scenarios is typically 24-48 hours and agreed upon with the agency.

o What repair parts can you provide and what expectation if any do you have of the Customer to provide the repair parts?

Paradigm Traffic is a large distributor of traffic parts. Some agencies may not utilize the equipment that we represent. We can provide many parts to get the agency back up and running in most cases. If the agency has spare parts (and we encourage this practice) then we can utilize their parts.

o Provide your narrative response to Section 4.1 and 4.2 of this RFP.

4.1 SPECIAL REQUIREMENTS

The following are special conditions and specifications that apply to this RFP. In your proposal narrative, please explain which services you can provide and any special features of the services. Please understand that there is no specific project ready at this time. This is for work to be determined in the future on an as-needed basis. The work to be performed under this contract will be defined on a project-by-project basis through a supplemental order from the Customer. The Contractor shall furnish all labor, tools, equipment, materials, supplies and mobilization

- 4.2.4 Maintenance Program Point of Contact **Phone or email to Technical Supervisors**
- 4.2.5 Cabinet Maintenance Tasks That You Will Perform **We perform traffic signal cabinet inspections, cleaning and inventory of parts. We install products purchased from Paradigm Traffic. We can trouble shoot non-functional traffic control systems.**
- 4.2.6 Peripheral Maintenance Tasks That You Will Perform **We perform Alpha battery backup maintenance, signal head and led change outs, communications testing, detection verification, and intersection operation testing**
- 4.2.7 Intersection Research Tasks That You Can Perform **Paradigm can perform studies of intersection operation and timing efficiencies**
- 4.2.8 Reporting Tasks **We can generate maintenance, inventory and/or trip reports if required by Agency**
- 4.2.9 Project Materials & Supplies To be Provided by Customer **We can install most product supplied by TXShare Agency**
- 4.2.10 Project Materials & Supplies To be Provided by Contractor **We are a large traffic distributor in Texas and can supply most equipment.**

REPAIRS

The Contractor shall have available and readily accessible all required tools, equipment, apparatus, facilities, skilled labor services and materials to perform all work necessary to provide both emergency and non-emergency repairs to the traffic signal equipment in a manner based on “The Traffic Signal Installation and Maintenance Manual Handbook” (publication #TB-021) by the Institute of Transportation Engineers. Please provide a detailed response regarding what services you wish to offer and how you perform these services.

Please address the following items as may be applicable and number them accordingly in your proposal:

- 4.2.11 Repair Procedures at a Signalized Intersection Without Power **Paradigm Traffic will inspect, trouble shoot and repair the traffic signal cabinet and Uninterruptible Power Supply**
- 4.2.12 Repair Procedures at a Signalized Intersection with Power **Paradigm Traffic will inspect, trouble shoot and repair the traffic signal cabinet and Uninterruptible Power Supply**
- 4.2.13 Emergency Work Response Time **12-hour callback and onsite within 24-48 hours**
- 4.2.14 Definition of What Constitutes Emergencies **Intersection is not operating in a safe condition or causing major traffic disruptions.**
- 4.2.15 Non-Emergency Response Time **24-hour callback and 48-72 hours onsite**
- 4.2.16 Any Limitations Contractor Has in Performing Repairs **We can only work on products that we have sold and have knowledge of. Repairs of products not distributed by Paradigm Traffic would have to be sent to the appropriate vendor. We can provide direction on that process.**
- 4.2.17 Contractor Is an Authorized Service Provider for Which Manufacturers **Paradigm Traffic handles the following manufacturer’s equipment: Econolite, Applied Information, EDI, Alpha, Duralight, WTI, Currux, Henke, XILOQ, Ruggedcom, Image Sensing Systems, Smartmicro, Pelco, Sensys Networks, and JSF.**
- 4.2.18 Any Parts & Equipment Customer is Expected to Provide **If it is in our product line, then the customer would not have to provide their own equipment. We can supply any product from our manufacturers listed above.**

o Do you provide any training services to the Customer?

All products and services that we provide will have training available to the agency.



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TAB B

Proposal Pricing

CURRENT PUBLISHED PRICE LIST for RFP #2024-132

SERVICE CATEGORY #1 - PREVENTATIVE MAINTENACE SERVICES

Item		Description	Unit of Measure	Current List Price	% Discount	Net Price After Discount
1	Routine Maintenance for Traffic Signals	Maintenance based upon one technician	HR	\$315.00	3%	\$306.00
2	Opticom Inspection		HR			NO BID

SERVICE CATEGORY #2 - EMERGENCY & NON-EMERGENCY REPAIR SERVICES

Item		Description	Unit of Measure	Current List Price	% Discount	Net Price After Discount
29	Mobilization		EA	\$1,500.00	3%	\$1,455.00
30	Bucket Truck (Includes one (1) Technician) - NON EMERGENCY	Certified Traffic Signal Technician with Bucket Truck	HR	\$787.50	3%	\$764.00
17	Travel Time		HR	\$75.00	3%	\$73.00
18	Labor		HR	\$315.00	3%	\$306.00
19	Labor - After Hours (Considered EMERGENCY / WEEKEND / HOLIDAY)		HR	\$450.00	3%	\$437.00
21	Traffic Control - Off-Duty Uniformed Law Enforcement Officers with Vehicle					NO BID
22	Traffic Control - Advanced Warning Arrow Panel (Trailer Mounted, Electric, All Types)					NO BID
27	Traffic Control - Cone Reflectorized (25" min height)					NO BID
28	Traffic Control - Flags 24" X 24"					NO BID
1	Bucket Truck (Includes one (1) Technician) - NON EMERGENCY	Certified Traffic Signal Technician with Bucket Truck	HR	\$787.50	3%	\$764.00
2	Bucket Truck (Includes one (1) Technician) - EMERGENCY / WEEKEND / HOLIDAY	Certified Traffic Signal Technician with Bucket Truck	HR	\$950.00	3%	\$922.00
3	Traffic - Electrical Subcontracting Services - NON EMERGENCY	Traffic Electrical Subcontracting	HR	\$500.00	3%	\$437.00
4	Traffic - Electrical Subcontracting Services - EMERGENCY / WEEKEND / HOLIDAY	Traffic Electrical Subcontracting	HR	\$600.00	3%	\$534.00
**	* On Emergency Calls - 4 Hour Min.					

SERVICE CATEGORY #3 - ANCILLARY SERVICE, MAINTENANCE, EQUIPMENT & SUPPLIES

Item		Description	Unit of Measure	Current List Price	% Discount	Net Price After Discount
1	Routine Maintenance for Traffic Signals	Maintenance based upon one technician	HR	\$315.00	3%	\$306.00
2	Opticom Inspection		HR			NO BID
3	Traffic - Engineering Services	Consultant Services	HR	\$500.00	3%	\$437.00
4	Traffic - Electrical Subcontracting Services - NON EMERGENCY	Traffic Electrical Subcontracting	HR	\$500.00	3%	\$438.00
5	Traffic - Electrical Subcontracting Services - EMERGENCY / WEEKEND / HOLIDAY	Traffic Electrical Subcontracting	HR	\$600.00	3%	\$534.00
6	Tech Field Services	Field Service Technician	EA	\$315.00	3%	\$306.00

7	Tech Bucket	Certified Traffic Signal Technician with Bucket Truck	HR	\$787.50	3%	\$764.00
8	Signal Head, Complete, 3 Sec - No Hardware	3 Section Signal Head w/ Tunnel Visor, LED & Bkplt	EA	\$750.75	3%	\$728.00
9	Signal Head, Complete, 4 Sec - No Hardware	4 Section Signal Head w/ Tunnel Visor, LED & Bkplt	EA	\$1,123.50	3%	\$1,090.00
10	Signal Head, Complete, 5 Sec - No Hardware	5 Section Signal Head w/ Tunnel Visor, LED & Bkplt	EA	\$1,543.50	3%	\$1,497.00
11	PTSI ATCC Cabinet No Controller	ATC Cabinet No Controller	EA	\$36,750.00	3%	\$35,647.00
12	PTSI ATCC Cabinet w/ Controller	ATC Cabinet w/ Controller	EA	\$42,000.00	3%	\$40,740.00
13	PTSI Pole Mount Cab	Pole Mount Cabinet	EA	\$23,100.00	3%	\$22,407.00
14	PTSI Ground Mount Cab	Ground Mount Cabinet	EA	\$23,100.00	3%	\$22,407.00
17	Travel Time		HR	\$75.00	3%	\$73.00
18	Labor		HR	\$315.00	3%	\$306.00
19	Labor After Hours		HR	\$450.00	3%	\$437.00
20	Nema Traffic Signal Cabinet Assembly	Nema Traffic Signal Cabinet Assembly	EA	\$22,050.00	3%	\$21,388.00
21	Traffic Control - Off-Duty Uniformed Law Enforcement Officers with Vehicle					NO BID
22	Traffic Control - Advanced Warning Arrow Panel (Trailer Mounted, Electric, All Types)					NO BID
23	PELCO COMPONENT LEVEL 1	Micellaneous Hardware Component - Unspecified	EA	\$183.75	3%	\$178.00
24	PELCO COMPONENT LEVEL 2	Micellaneous Hardware Component - Unspecified	EA	\$315.00	3%	\$306.00
25	PELCO COMPONENT LEVEL 3	Micellaneous Hardware Component - Unspecified	EA	\$630.00	3%	\$611.00
26	PELCO COMPONENT LEVEL 4	Micellaneous Hardware Component - Unspecified	EA	\$1,575.00	3%	\$1,528.00
27	Traffic Control - Cone Reflectorized (25" min height)					NO BID
28	Traffic Control - Flags 24" X 24"					NO BID
29	Mobilization		EA	\$1,500.00	3%	\$1,455.00
30	Bucket Truck (Includes one (1) Technician)		HR	\$787.50	3%	\$764.00
31	Level 1 Miscellaneous Traffic Component	Miscellaneous Traffic Component	EA	\$105.00	3%	\$102.00
32	Level 2 Miscellaneous Traffic Component	Miscellaneous Traffic Component	EA	\$367.50	3%	\$356.00
33	Level 3 Miscellaneous Traffic Component	Miscellaneous Traffic Component	EA	\$1,050.00	3%	\$1,018.00
34	Level 4 Miscellaneous Traffic Component	Miscellaneous Traffic Component	EA	\$6,300.00	3%	\$6,111.00
35	Level 5 Miscellaneous Traffic Component	Miscellaneous Traffic Component	EA	\$10,500.00	3%	\$10,185.00



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Paradigm Traffic Systems, Inc.

TAB C

References

Tab C: Key Third-Party References

- 1) Juan Gutierrez, Asst. PW Dir. Town of Addison / (214) 687-2629 / jgutierrez@addisontx.gov / 16801 Westgrove Dr. Addison, TX. 75001
- 2) James Andrews, Traffic Operations Manager / (817) 773-8207 / James.Andrews@cityofdenton.com / 401 Texas St., Denton, TX. 76201
- 3) Cameron Williams, P.E. City of Tyler / Cell (903) 258-4296 / cawilliams@tylertexas.com / 511 W. Locust, Tyler, TX. 75702
- 4) Dave Tickell, Ops. Mgr. League City / Work (281) 554-1083 / David.tickell@leaguecitytx.gov / 1535 Dickinson Ave. League City, TX. 77573
- 5) David Stallings, Traffic Operations Mgr. Town of Flower Mound / (214) 417-4216 / David.stallings@flower-mound.com / 201 Spinks Rd., Flower Mound, TX. 75028
- 6) John Borchardt, Traffic Operations Supervisor, City of Duncanville / (214) 282-2416 / jborchardt@duncanville.com / 330 Shady Trail, Duncanville, TX. 75137



**REQUEST FOR PROPOSALS
For**

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Paradigm Traffic Systems, Inc.

TAB D

Required Attachments

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

REQUIRED ATTACHMENT CHECKLIST

This checklist is provided as a courtesy to responding firms. Please utilize this checklist to ensure that all required attachments are included with your proposal. IF AN ATTACHMENT DOES NOT APPLY, PLEASE MARK AS “**NOT APPLICABLE**” AND SUBMIT WITH THE PROPOSAL. **FAILURE TO SUBMIT ALL REQUIRED DOCUMENTS MAY NEGATIVELY IMPACT YOUR EVALUATION SCORE.**

- ☒ Cover Sheet
- ☒ Exhibit 1: Categories Selected, Pricing & Current Published Price List
- ☒ Exhibit 2: Sample Market Basket Form
- ☒ Exhibit 3: Service Area Designation Forms
- ☒ Attachment I: Instructions for Proposals Compliance and Submittal
- ☒ Attachment II: Certification of Offeror
- ☒ Attachment III: Certification Regarding Debarment
- ☒ Attachment IV: Restrictions on Lobbying
- ☒ Attachment V: Drug-Free Workplace Certification
- ☒ Attachment VI: Certification Regarding Disclosure of Conflict of Interest
- ☒ Attachment VII: Certification of Fair Business Practices
- ☒ Attachment VIII: Certification of Good Standing Texas Corporate Franchise Tax Certification
- ☒ Attachment IX: Historically Underutilized Businesses, Minority Or Women-Owned Or Disadvantaged Business Enterprises
- ☒ Attachment X: Federal and State of Texas Required Procurement Provisions
- ☒ Attachment XI: Conflict of Interest Questionnaire

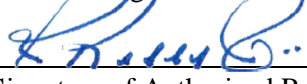
Compliance with the Solicitation

Submissions must be in strict compliance with this solicitation. Failure to comply with all provisions of the solicitation may result in disqualification. You recognize that all proposals must be submitted electronically through PublicPurchase.com by the RFP due date and time. All other forms of submissions will be deemed nonresponsive and will not be opened or considered.

Acknowledgment of Insurance Requirements

By signing its submission, you acknowledge that it has read and understands the insurance requirements for the submission. You also understand that the evidence of required insurance may be requested to be submitted within ten (10) working days following notification of its offer being accepted; otherwise, NCTCOG may rescind its acceptance of your proposal. The insurance requirements are outlined in Section 6.4.

Paradigm Traffic Systems, Inc.
Name of Organization/Contractor


Signature of Authorized Representative

Robert Kelly Jr.
Printed/Typed Name and Title of Authorized Representative


9-19-2024
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 agree that failure to submit all requested information may result in rejection of this proposal as non-responsive. 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, Robert Kelly Jr. (typed or printed name) certify that I am the Chief Estimator (title) of the corporation, partnership, or sole proprietorship, or other eligible entity named as you and you 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.

Paradigm Traffic Systems, Inc.
Name of Organization/Contractor


Signature of Authorized Representative

Robert Kelly Jr. Chief Estimator
Printed/Typed Name and Title of Authorized Representative

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).

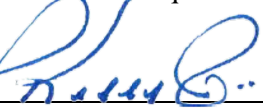
The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

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.

Paradigm Traffic Systems, Inc.
Name of Organization/Contractor(s):

XZDXMUW5HG24
SAM.GOV Unique Identity ID:


Signature of Authorized Representative

Tqdgty'Mgm{ 'lt0"Ej kgh'Guko cvqt
Printed/Typed Name and Title of Authorized Representative

; /3; /4246
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 of 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.

Paradigm Traffic Systems, Inc.

Name of Organization/Contractor



Signature of Authorized Representative

Robert Kelly Jr. Chief Estimator

Printed/Typed Name and Title of Authorized Representative

9-19-2024

Date

**ATTACHMENT V:
DRUG-FREE WORKPLACE CERTIFICATION**

The Paradigm Traffic Systems, Inc. (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 Paradigm Traffic Systems, Inc. (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;

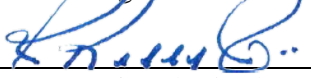
Providing each employee with a copy of the subcontractor's policy Proposal;

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.

Paradigm Traffic Systems, Inc.
Name of Organization/Contractor


Signature of Authorized Representative

Robert Kelly Jr. Chief Estimator
Printed/Typed Name and Title of Authorized Representative

9-19-2024
Date

**ATTACHMENT VI:
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.

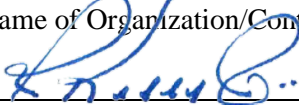
The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

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.

Paradigm Traffic Systems, Inc.

Name of Organization/Contractor



Signature of Authorized Representative:

Robert Kelly Jr. Chief Estimator

Printed/Typed Name and Title of Authorized Representative

9-19-2024

Date

**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.

Paradigm Traffic Systems, Inc.

Name of Organization/Contractor



Signature of Authorized Representative

Robert Kelly Jr. Chief Estimator

Printed/Typed Name and Title of Authorized Representative

9-19-2024

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:

XX 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 Proprietorship

☒ 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.

Paradigm Traffic Systems, Inc.


Signature of Authorized Representative

Robert Kelly Jr. Chief Estimator
Printed/Typed Name and Title of Authorized Representative

9-19-2024
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. This applies only to the Offeror and not a subcontractor. HUB vendors must submit a copy of their certification for consideration during the evaluation of their proposal. Please attach a copy to this form.

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.nctrca.org/certification.html>

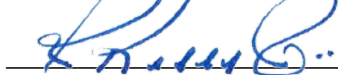
Texas United Certification Program
USDOT website at
<https://www.transportation.gov/DBE>

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:

Paradigm Traffic Systems, Inc. _____

Vendor Name



Authorized Signature

Robert Kelly Jr. _____

Typed Name

***NOTE* NOT APPLICABLE**

**Paradigm Traffic Systems, Inc. Is not HUB, M/W/DBE
or DBE Certified.**

9-19-2024 _____

Date

ATTACHMENT X

NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS

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

(Attachment continued on next page)

**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.**

Paradigm Traffic Systems, Inc.

Name of Organization/Contractor



Signature of Authorized Representative

Robert Kelly Jr. Chief Estimator

Printed/Typed Name and Title of Authorized Representative

9-19-2024

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.**

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

(Attachment continued on next page)

(Attachment X: Cont.)

DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

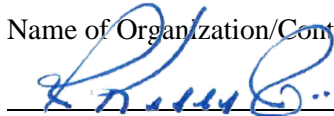
This contract is subject to the Texas Local Government Code chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries. TLGC chapter 2274, Subtitle F, Title 10, identifies that “discrimination against a firearm entity or firearm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

Name of Organization/Contractor Paradigm Traffic Systems, Inc.



Signature of Authorized Representative

Robert Kelly Jr. Chief Estimator

Printed/Typed Name and Title of Authorized Representative

9-19-2024

Date

-OR-

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

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

(Attachment continued on next page)

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.

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

Name of Organization/Contractor

Signature of Authorized Representative

Robert Kelly Jr. Chief Estimator

9-19-2024

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

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; margin-top: 20px;">Paradigm Traffic Systems, Inc.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> 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.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; margin-top: 10px;">N/A</p> <p style="text-align: center; margin-top: 5px;">_____ Name of Officer</p>		
<p>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.</p> <p style="margin-top: 20px;">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?</p> <p style="text-align: center; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No N/A </p> <p style="margin-top: 10px;">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?</p> <p style="text-align: center; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No N/A </p>		
<p>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.</p>		
<p>6 <input type="checkbox"/> 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).</p>		
<p>7</p> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="width: 60%;"> <p>_____ Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 35%; text-align: center;"> <p>9-19-2024</p> <p>_____ Date</p> </div> </div>		

EXHIBIT 3**SERVICE DESIGNATION AREAS**

Texas Service Area Designation or Identification			
Proposing Firm Name:			
Notes:	Indicate in the appropriate box whether you are proposing to service the entire state of Texas		
1- 12 Hour Call back	Will service the entire state of Texas	Will not service the entire state of Texas	
2- 24 to 48 hr in-person arrival.	X		
	If you are not proposing to service the entire state of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.		
Item	Region	Metropolitan Statistical Areas	Designated Service Area
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area	
2.	High Plains	Amarillo Lubbock	
3.	Northwest	Abilene Wichita Falls	
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler	
5.	Southeast	Beaumont-Port Arthur	
6.	Gulf Coast	Houston-The Woodlands-Sugar Land	
7.	Central Texas	College Station-Bryan Killeen-Temple Waco	
8.	Capital Texas	Austin-Round Rock	
9.	Alamo	San Antonio-New Braunfels Victoria	
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission	
11.	West Texas	Midland Odessa San Angelo	
12.	Upper Rio Grande	El Paso	

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

Nationwide Service Area Designation or Identification Form			
Proposing Firm Name:			
Notes:	Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.		
	Will service all fifty (50) states	Will not service fifty (50) states	
		X	
	<p>If you are not proposing to service to all fifty (50) states, then designate on the form below the states that you will provide service to. By designating a state or states, you are certifying that you are willing and able to provide the proposed goods and services in those states.</p> <p>If you are only proposing to service a specific region, metropolitan statistical area (MSA), or City in a State, then indicate as such in the appropriate column box.</p>		
Item	State	Region/MSA/City (write "ALL" if proposing to service entire state)	Designated as a Service Area
1.	Alabama		
2.	Alaska		
3.	Arizona		
4.	Arkansas		
5.	California		
6.	Colorado		
7.	Connecticut		
8.	Delaware		
9.	Florida		
10.	Georgia		
11.	Hawaii		
12.	Idaho		
13.	Illinois		
14.	Indiana		
15.	Iowa		
16.	Kansas		
17.	Kentucky		
18.	Louisiana		
19.	Maine		

20.	Maryland		
21.	Massachusetts		
22.	Michigan		
23.	Minnesota		
24.	Mississippi		
25.	Missouri		
26.	Montana		
27.	Nebraska		
28.	Nevada		
29.	New Hampshire		
30.	New Jersey		
31.	New Mexico		
32.	New York		
33.	North Carolina		
34.	North Dakota		
35.	Ohio		
36.	Oregon		
37.	Oklahoma		
38.	Pennsylvania		
39.	Rhode Island		
40.	South Carolina		
41.	South Dakota		
42.	Tennessee		
43.	Texas	ALL	X
44.	Utah		
45.	Vermont		
46.	Virginia		
47.	Washington		
48.	West Virginia		
49.	Wisconsin		
50.	Wyoming		