



**MASTER SERVICES AGREEMENT #2025-003  
Gunshot Detection Systems**

**THIS MASTER SERVICES AGREEMENT** (“**Agreement**”), effective the last date of signed approval (“**Effective Date**”), is entered into by and between the **North Central Texas Council of Governments** (“**NCTCOG**”), a Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and

**Climatec LLC**  
 (“**Contractor**”)  
with offices located at  
**Attn: Brian Weidenbach**  
**1632 West Walnut Hill Lane**  
**Irving, TX 75038**

**ARTICLE I  
RETENTION OF THE CONTRACTOR**

- 1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide Executive Search Consulting and Related Services, (hereinafter, “Services”) to governmental entities participating in the TXShare program (hereinafter “Participating Entities”). The Contractor is being retained to provide services described below to Participating Entities based on the Contractor’s demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals #2025-003 (hereinafter, “RFP”). In the event of a conflict between this Agreement and the RFP, this Agreement will prevail. The Contractor demonstrated they have the resources, experience, and qualifications to perform the services described, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor’s response to the RFP.

**ARTICLE II  
SCOPE OF SERVICES**

- 2.1 The Contractor will provide Services described in a written Purchase Order issued by NCTCOG or a TXShare Participating Entity. Any such Purchase Order is hereby incorporated by reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Purchase Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Purchase Order.
- 2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities’ standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.
- 2.3 Any agreed-upon changes to a Purchase Order shall be set forth in a subsequent Purchase Order amendment. Contractor will not implement any changes, or any new Services until a Purchase Order has been duly executed by the Participating Entity. Page 4 of 4

a Purchase Order. Participating Entity shall not be liable for any amounts not included in a Purchase Order in the absence of a fully executed amendment of Purchase Order.

2.4 Pricing for items in Appendix A represent the maximum cost for each item offered by the Contractor. Contractor and Participating Entity may mutually agree to a lower cost for any item covered under this agreement.

## 2.5 NCTCOG Obligations

2.5.1 NCTCOG shall make available a contract page on its TXShare.org website which will include contact information for the Contractor(s).

## 2.6 Participating Entity Obligations.

2.6.1 In order to utilize the Services, Participating Entities must have executed a Master Interlocal Agreement for TXShare with NCTCOG. This agreement with the Participating Entity will define the legal relationship between NCTCOG and the Participating Entity.

2.6.2 In order to utilize the Services, Participating Entities must execute a Purchase Order with the Contractor. This agreement with the Participating Entity will define the Services and costs that the Participating Entity desires to have implemented by the Contractor.

## 2.7 Contractor Obligations.

2.7.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of the RFP.

2.7.2 If applicable, Contractor shall provide all necessary material, labor and management required to perform this work. The scope of services shall include, but not be limited to, items listed in Appendix A.

2.7.3 Contractor agrees to market and promotes the use of the TXSHARE awarded contract whenever possible among its current and solicited customer base, such as, but not limited to via the Contractor's website. Contractor shall agree to follow reporting requirements and report sales made under this Master Services Agreement in accordance with Section 4.2.

## ARTICLE III TERM

3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on **January 31, 2027** (the "Term"), unless earlier terminated as provided herein. This Agreement will automatically be renewed, unless NCTCOG explicitly desires otherwise, for up to three additional years, through **January 31, 2030**.

3.2 **Termination.** NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days' prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Purchase Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor's responsibilities with respect to such Purchase Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

3.2.1 Termination for Cause: Either party may immediately terminate this Agreement if the other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.

3.2.2 **Breach:** Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

#### **ARTICLE IV COMPENSATION**

4.1 **Invoices.** Contractor shall submit an invoice to the ordering Participating Entity in accordance with billing terms as stated in Appendix A for each Scope of Service. If billing terms are not specified for a particular Scope of Service, then the Contractor will submit an invoice to the Participating Entity upon receipt of an executed Purchase Order and after completion of the work, with Net 30 payment terms.

Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Purchase Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Services provided to Participating Entities.

4.2 **Reporting.** NCTCOG intends to make this Agreement available to other governmental entities through its TXShare cooperative purchasing program. Contractor shall submit to NCTCOG on a calendar quarterly basis a report that identifies any new client Participating Entities, the date and order number, and the total contracted value of services that each Participating Entity has purchased and paid in full under this Master Service Agreement. Reporting and invoices should be submitted to:

NCTCOG  
ATTN: TXShare  
PO Box 5888  
Arlington, TX 76005-5888  
Email: [TXShare@nctcog.org](mailto:TXShare@nctcog.org)

#### **ARTICLE V SERVICE FEE**

5.1 **Explanation.** NCTCOG will make this Master Service Agreement available to other governmental entities, Participating Entities, and non-profit agencies in Texas and the rest of the United States through its TXShare cooperative purchasing program. The Contractor is able to market the Services under this Agreement to any Participating Entity with emphasis that competitive solicitation is not required when the Participating Entity purchases off of a cooperative purchasing program such as TXShare. However, each Participating Entity will make the decision that it feels is in compliance with its own purchasing requirements. The Contractor realizes substantial efficiencies through their ability to offer pricing through the TXShare Cooperative and that will increase the sales opportunities as well as reduce the need to repeatedly respond to Participating Entities' Requests for Proposals. From these efficiencies, Contractor will pay an administrative fee to TXShare calculated as a percentage of sales processed through the TXShare Master Services Agreement. This administrative fee is not an added cost to TXShare participants. This administrative fee covers the costs of solicitation of the contract, marketing and facilitation, as well as offsets expenses incurred by TXShare.

5.2 **Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractors and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the Contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2% on all fees for service, with the exception of expenses that are passed through to Participating Entities without markup from the Contractor, such as, but not limited to, advertising, travel expenses and per diem costs, temporary housing, and materials production.

5.3 **Setup and Implementation.** NCTCOG will provide instruction and guidance as needed to the Contractor to assist in maximizing mutual benefits from marketing these Services through the TXShare purchasing program.

## **ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES**

6.1 **Contractual Relationship.** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Neither party shall have the right to act on behalf of the other except as expressly set forth in this Agreement. Contractor will be solely responsible for and will pay all taxes related to the receipt of payments hereunder and shall give reasonable proof and supporting documents, if reasonably requested, to verify the payment of such taxes. No Contractor personnel shall obtain the status of or otherwise be considered an employee of NCTCOG or Participating Entity by virtue of their activities under this Agreement.

## **ARTICLE VII REPRESENTATION AND WARRANTIES**

7.1 **Representations and Warranties.** Contractor represents and warrants that:

7.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor's performance under this Agreement; or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement;

7.1.2 NCTCOG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.

7.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's sub-contractors may result in immediate termination of this Agreement.

7.1.4 Contractor and its employees and sub-contractors have all necessary qualifications, licenses, permits, and/or registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing.

7.1.5 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor's obligations under this Agreement.

## **ARTICLE VIII CONFIDENTIAL INFORMATION AND OWNERSHIP**

8.1 **Confidential Information.** Contractor acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of NCTCOG or Participating Entities, its products, services, policies, customer, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed, sold, exchanged, traded, or disclosed to any person, company, or other entity during the period of the Contractor's retention hereunder or at any time thereafter without the express written permission of NCTCOG or Participating Entity.

Notwithstanding anything in this Agreement to the contrary, Contractor shall have no obligation of confidentiality with respect to information that (i) is or becomes part of the public domain through no act or omission of Contractor; (ii) was in Contractor's lawful possession prior to the disclosure and had not been obtained by Contractor either directly or indirectly from the NCTCOG or Participating Entity; (iii) is lawfully disclosed to Contractor by a third party without restriction on

disclosure; (iv) is independently developed by Contractor without use of or reference to the NCTCOG's Participating Entity's Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided Contractor gives the NCTCOG or Participating Entity prompt written notice of such requirement to permit the NCTCOG or Participating Entity to seek a protective order or other appropriate relief. Contractor acknowledges that NCTCOG and Participating Entities must strictly comply with applicable public information laws, in responding to any request for public information. This obligation supersedes any conflicting provisions of this Agreement.

**8.2 Ownership.** No title or ownership rights to any applicable software are transferred to the NCTCOG by this agreement. The Contractor and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the software (as an independent work and as an underlying work serving as a basis for any improvements, modifications, derivative works, and applications NCTCOG may develop), and all copies thereof. All final documents, data, reports, information, or materials are and shall at all times be and remain, upon payment of Contractor's invoices therefore, the property of NCTCOG or Participating Entity and shall not be subject to any restriction or limitation on their future use by, or on behalf of, NCTCOG or Participating Entity, except otherwise provided herein. Subject to the foregoing exception, if at any time demand be made by NCTCOG or Participating Entity for any documentation related to this Agreement and/or applicable Purchase Orders for the NCTCOG and/or any Participating Entity, whether after termination of this Agreement or otherwise, the same shall be turned over to NCTCOG without delay, and in no event later than thirty (30) days after such demand is made. Contractor shall have the right to retain copies of documentation, and other items for its archives. If for any reason the foregoing Agreement regarding the ownership of documentation is determined to be unenforceable, either in whole or in part, the Contractor hereby assigns and agrees to assign to NCTCOG all rights, title, and interest that the Contractor may have or at any time acquire in said documentation and other materials, provided that the Contractor has been paid the aforesaid.

**ARTICLE IX  
GENERAL PROVISIONS**

9.1 **Notices.** All notices from one Party to another Party regarding this Agreement shall be in writing and delivered to the addresses shown below:

If to NCTCOG:

North Central Texas Council of Governments  
P.O. Box 5888  
Arlington, TX 76005-5888  
Attn: Charlie Oberrender  
(817) 695-9289  
[coberrender@nctcog.org](mailto:coberrender@nctcog.org)

If to Contractor:

**Climatec LLC**  
**Attn: Brian Weidenbach**  
**1632 West Walnut Hill Lane**  
**Irving, TX 75038**  
**(214) 766-9345**  
[bweidenbach@climatec.com](mailto:bweidenbach@climatec.com)

Contractor's sales contact (if different from above):

**Name:** Daniel McCoulskey

**Email:** DMcCoulskey@climatec.com

**Phone:** 214-766-9345

The above contact information may be modified without requiring an amendment to the Agreement.

9.2 **Tax.** NCTCOG and several participating entities are exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.

9.3 **Indemnification.** Contractor shall defend, indemnify, and hold harmless NCTCOG and Participating Entities, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to this Agreement; (ii) breach of any obligation, warranty, or representation in this Agreement, (iii) the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of NCTCOG's or Participating Entities' gross negligence or willful misconduct.

9.4 **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.

Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

9.5 **Insurance.** At all times during the term of this Agreement, Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in a Purchase Order between Contractor and Participating Entities. Further, Contractor shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this Agreement to do likewise. All subcontractors performing work for which the same liabilities may apply under this contract shall be required to do likewise. Contractor may cause the insurance to be effected in whole or in part by the contractors or sub-contractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

Requirements:

Workers' Compensation:

Statutory limits and employer's liability of \$100,000 for each accident or disease.

Commercial General Liability with NCTCOG endorsed as a Named Additional Insured.

Required Limits:

\$1,000,000 per occurrence;

\$3,000,000 Annual Aggregate

Commercial General Liability policy with NCTCOG endorsed as a Named Additional Insured.

Shall include:

Coverage A: Bodily injury and property damage;

Coverage B: Personal and Advertising Injury liability;

Coverage C: Medical Payments;

Products: Completed Operations;

Fire Legal Liability;

Policy coverage must be on an “occurrence” basis using CGL forms as approved by the Texas State Board of Insurance.

Business Auto Liability with NCTCOG endorsed as a Named Additional Insured.

Coverage shall be provided for all owned hired, and non-owned vehicles. Required Limit: \$1,000,000 combined single limit each accident.

Professional Errors and Omissions liability:

Required Limits:

\$1,000,000 Each Claim

\$1,000,000 Annual Aggregate

- 9.5 **Conflict of Interest.** During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.
- 9.6 **Force Majeure.** It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.
- 9.7 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor’s ability to perform its obligations under this Agreement in the manner contemplated by the parties.
- 9.8 **Availability of Funding.** This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.
- 9.9 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 9.10 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 9.11 **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.
- 9.12 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.13 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.

- 9.14 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 9.15 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.16 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.
- 9.17 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

## **ARTICLE X ADDITIONAL REQUIREMENTS**

- 10.1 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 10.6 **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.
- 10.7 **Restrictions on Lobbying.** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 10.8 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.



**10.9 Drug-Free Workplace.** Contractor shall provide a drug free workplace in compliance with the Drug Free Work Place Act of 1988.

**10.10 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.

**10.11 Civil Rights Compliance**

Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

Nondiscrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.

Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to NCTCOG, the Texas Department of Transportation (“the State”) or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of Contractor’s noncompliance with the Nondiscrimination provisions of this Agreement, NCTCOG will impose such sanctions as it or the State or the FHWA may determine to be appropriate, including, but not limited to: withholding payments to the Contractor under this Agreement until the Contractor compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.

Incorporation of Provisions: Contractor will include the provisions of the paragraphs listed above, in this section 10.11, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request the State to enter into such litigation to protect the interests of the State. In addition, Contractor may request the United States to enter such litigation to protect the interests of the United States.

**10.12 Disadvantaged Business Enterprise Program Requirements**

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or sub-contract must include the following assurance: *The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color,*

*national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

### 10.13 Pertinent Non-Discrimination Authorities

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- i. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

### 10.14 Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts

In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

- a. Receive payments from state funds under a contract to provide property, materials or services; or
- b. Receive a state-funded grant or loan.

By signing this Agreement, the Contractor certifies compliance with this provision.

**10.15 House Bill 89 Certification**

If contractor is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, contractor certifies that contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If contractor does not make that certification, contractor state in the space below why the certification is not required.

**10.16 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.

**10.17 Certification of Fair Business Practices**

That the submitter affirms 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.

**10.18 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 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.

10.19 **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The Contractor agrees that it is not providing NCTCOG with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. Contractor shall certify its compliance through execution of the “Prohibited Telecommunications and Video Surveillance Services or Equipment Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.20 **Discrimination Against Firearms Entities or Firearms Trade Associations**  
Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries. NCTCOG is prohibited from contracting with entities, or extend contracts with entities who have practice, guidance, or directive that discriminates against a firearm entity or firearm trade association. Contractor shall certify its compliance through execution of the “Discrimination Against Firearms Entities or Firearms Trade Associations Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.21 **Boycotting of Certain Energy Companies**  
Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who boycott certain energy companies. NCTCOG is prohibited from contracting with entities or extend contracts with entities that boycott energy companies. Contractor shall certify its compliance through execution of the “Boycotting of Certain Energy Companies Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.22 **Domestic Preference**  
As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Climatec LLC**

**Bryan Weidenbach**

Digitally signed by Bryan Weidenbach  
Date: 2025.01.28 09:29:20 -06'00'

1/27/2025

Signature

Date

**North Central Texas Council of Governments**

Signed by:  
*Mike Eastland*

1/30/2025

Signature

Date

R. Michael Eastland  
Executive Director

**Bryan Weidenbach**

Printed Name

**Vice President**

Title

**APPENDIX A**  
**Statement of Work**

## EXHIBIT 4 QUESTIONNAIRE

Please answer the following questions using this questionnaire. You may add pages or attachments where necessary but please number them to correspond with the question you are answering.

### 5.1 Technical Specifications

5.1.1 Describe the proposed technology and how it works (including hardware and software).

Climatec’s base solution is the Bosch AI gun Detection and camera kit. This layered solution allows municipalities, schools, and businesses the ability to monitor both visually and audibly. Offered in an exterior as well as an interior version, this solution utilizes the power of AI to provide both proactive weapons prevention and reactive gunshot detection. Typically, this solution is deployed in a vestibule or entry way where cameras can be properly placed for correct camera coverage.

This “kit” consists of two dome cameras and one panoramic camera. The two dome cameras utilize artificial intelligence to look for weapons. When properly placed these cameras utilize AI to detect a weapon before it can be used. To complement these two cameras, the panoramic camera gives you a visual overview of the area providing enhanced situational awareness as well as active audio monitoring for gunshot detection. All three of these cameras, as quoted will be deployed as a stand-alone solution. If a customer would like to tie these cameras into an existing video management system, in most cases that can be done for limited additional cost and we can advise on compatibility. Also, multiple kits can be deployed within one system and additional panoramic cameras can be added to the solution to expand the audio capabilities into other areas of the facility. Software licensing for this solution can be purchased as an annual or a perpetual license.



Below is information provided by Bosch on the solution:





All businesses face the challenge of creating safer environments for their employees and visitors while maintaining a productive and welcoming atmosphere. Our award-winning AI Gun Detection System is the first to pair video and audio AI to detect guns and gunshots in various locations. Designed to be nearly invisible, our Gun Detection System offers a discreet alternative to traditional metal detection systems. Its unobtrusive nature ensures a smooth daily flow for employees and visitors in workplaces, schools, and government buildings.

- **Designed to detect firearms and alert personnel for verification**
- **Designed to detect and classify gunshots while estimating the sound's origins**
- **Provides high-quality video for forensics to assist first responders in an emergency**
- **Assists security staff in ensuring the safety of people** **Using AI gun detection to help ensure safety and security**

The Gun Detection System has been named a CES® 2024 Innovation Awards Best of Innovation Honoree in the AI category and an Innovation Awards honoree in the Human Security for All category.

*\*The CES Innovation Awards are based upon descriptive materials submitted to the judges. Consumer Technology Association (CTA) did not verify the accuracy of any submission or of any claims made and did not test the item to which the award was given.*

### **Take your security to the next level with visual and audio AI**

When someone brandishing a gun approaches a location, our AI Gun Detection System is designed to promptly alert personnel who can verify the gun and take proactive measures. If a gun is not visually detected, audio AI, the second layer, is designed to detect and classify gunshots while estimating the direction from which the sound originates.

The Gun Detection System can operate independently, but it is also compatible with other systems like video, access control, and public address. These integration paths may enable quick and appropriate responses, such as executing access control measures, including automatically locking doors to prevent entry, and initiating automated public address and two-way radio announcements. And since the system's visual and audio layers are camera-based, security staff can also rely on high-quality video footage for forensics supporting first responders.

### Minimize false alarms with AI alarm verification

Minimizing false alarms is a crucial concern of security professionals. Our cloud-based AI alarm verification service adds a second pair of eyes to verify questionable alerts, operating like instant replay technology in football games. Acting like a referee, the service works continuously, verifying every alarm on the edge. It is designed to confirm potential threats and rescind or escalate alarms quickly, driving false alarms to near zero. As an add-on service, it pairs seamlessly with our Gun Detection System, creating a hybrid solution unlike other systems requiring a cloud connection. Rest assured; unverified camera alarms may automatically escalate to our edge verification system if a network connection is unavailable.



### Early, fast detection, and notifications

Designed to reduce reaction time and quickly mobilize emergency response plans before a shot goes off inside the field of view and recognize gunshots outside the field of view.



### Privacy protected



No audio or video data needs to be recorded or leave the camera, as AI processing is carried out on-edge, not in the cloud, ensuring the privacy of students and staff.



### Frictionless solution

Designed to be nearly invisible as opposed to metal detection systems, the system may help ensure a smooth daily flow for students without interruptions and provide a welcoming atmosphere.



	Order number	Ordering Information
 <b>BOSCH</b>	Bosch KIT-SAFER-GOOD-INT   F.01U.420.795	Gun Detection System: Includes three interior AI-enabled cameras surface-mounted, licensing for both IVA Pro Visual Gun Detector and Intelligent Audio Analytics Gunshot Detector, edge storage, VideoView+ notification licensing, and Remote Pro Services for easy deployment.
 <b>BOSCH</b>	Bosch KIT-SAFER-GOOD-EXT   F.01U.420.796	Gun Detection System: Includes three exterior AI-enabled cameras with mounting brackets, licensing for both IVA Pro Visual Gun Detector and Intelligent Audio Analytics Gunshot Detector, edge storage, VideoView+ notification licensing, and Remote Pro Services for easy deployment.



In addition to our primary/base solution, Climatec is offering an intelligent Weapons Detection through CIEA OpenGate. Using their experience of over 60 years in the metal and weapons detection industry, CIEA has simplified a more efficient sensor. These units are completely wireless, mobile and highly reliable. These units come ready for Milwaukee batteries which are readily available or can also be purchased through Climatec. By purchasing in this way, OpenGate sensors can be deployed in a main entrance/vestibule for daily use and/or moved and used for special events in both interior and exterior situations.



The Opengate towers can be used independently from our base solution(Bosch) but when working in tandem give additional layers of security when securing you perimeter. Information on the units from the manufacturer(CEIA) are below



- DIMENSIONS (WxDxH): 19.7" x 11.8" x 72" mm
- WEIGHT (without batteries): 24.2 lbs
- OPERATING TIME (4 batteries): up to 14 hours
- CHARGING TIME (2 batteries): 130 min

- **DETECTION TARGET**  
Mass casualty shooting weapons and IED
- **OPERATIONAL USE**  
Extremely high throughput with near-zero nuisance alarms, provides automatic screening and pre-screening of non-divested people along with their carry-on items
- **APPLICATIONS**
  - Metro and railway stations
  - Airport and port terminal entrances
  - Convention centers
  - Museums
  - Stadiums
  - Arenas
  - Theaters
  - Theme parks
  - In general all places open to the public characterized by high footfall events or time restricted ingress
- **EASY TO RELOCATE AND QUICK TO INSTALL**  
Is only 25 pounds with less than 1 minute setup time and does not require adjustments or the assembly of mechanical and electrical parts
- **INDOOR AND OUTDOOR OPERATIONS**
- **READY TO SHIP NOW**

- OPENGATE is a Groundbreaking Weapons Detection System** designed for the automatic screening of people in transit, including their luggage, backpacks, and bags, for the detection of **Mass Casualty Metal Threats**, such as high caliber assault weapons and IED devices
- ✓ **OPENGATE is the first wire-free, screening portal** consisting of two independent and self-powered pillars, with each pillar equipped with a support base and electronic analysis system.
  - ✓ Contrary to Metal Detector Gates, **OPENGATE does not require a mechanical and electrical connection** between the two transducers that define the passageway.
  - ✓ **Acoustic and optical signals**, located at the top of the pillars, provide simultaneous status and alarm indications.
  - ✓ **OPENGATE features a near zero rate of nuisance alarms**, and operates with **very high transit flow**, without the need for the divestiture of non-threat items.
  - ✓ It is **portable, elegant, easy to set up and ready to use with no installation required**, including the setting and assembly of mechanical and electrical parts.
  - ✓ Its structure makes it **suitable for indoor and outdoor operations**, even in conditions of exposure to rain and sunlight, in all environmental conditions that are compatible with security screening operations.
  - ✓ The **extreme portability allows quick relocation of the gate**, offering the most suitable solution for places where, for safety reasons, the checkpoint must be moved from obstructions after use.
  - ✓ If required, the **detection and signaling parameters can be easily set via the OPENGATE App**, designed for smartphones or tablets.

5.1.2 What kind of weapons can be detected (knives, guns, IED, etc.)?

Primary/Base Solution(Bosch) – Handheld firearms in an active shooter situation. This includes visible handguns and AR styled rifles. It is intended to identify guns that are an existential threat and not ones holstered by a member of a Police Department or a School Resource Officer.

Secondary Solution(CEIA) – The OpenGate platform has multiple sensitivity options that are tied to national security standards. The setting most customers choose to utilize targets firearms. However, a more sensitive setting can be selected that will also alarm on knives. The only challenge with this is that at this sensitivity the units will also alarm on items such as cellphones so security operating produces and response measures must be adjusted appropriately.

### 5.1.3 What kind of sounds can be detected?

The Bosch gunshot detection analytic alerts for gunshots using state of the art technology developed originally for operational efficiency on the international space station. Below is detailed information from the manufacturer explaining the technology.

**Introduction: *Bosch Intelligent Audio Analytics is much more than a sound detector.***

Traditionally, security and detection systems are based on visual monitoring of assets and people. However, video sensors alone are not always the most ideal solution to provide the needed situational awareness to accurately determine the threat and secure the perimeter environmental conditions such as darkness, weather, or physical obstacles may even disable vision capabilities. By including sound, an additional layer of awareness is added to detect certain incidents faster and more reliable. For example, a gunshot or a smoke alarm is better heard than seen. That's why Bosch Building Technologies combines both video and audio sensors with Artificial Intelligence (AI) to enhance awareness and facilitate a quick and appropriate response to an alarming event. With the neural network based Intelligent Audio Analytics the camera helps to recognize incidents of interest in the area around the camera, for both indoor and outdoor applications. Bosch' Intelligent Audio Analytics is based on Bosch SoundSee technology developed to improve operations on board of the International Space Station (ISS). SoundSee interprets sounds using audio AI trained with high quality data to detect unusual sound events.

The FLEXIDOME panoramic 5100i IR is the first Bosch camera to support Intelligent Audio Analytics to intelligently recognize a variety of typical sounds based on a trained dataset (machine learning). With its integrated microphone array, this camera not only recognizes sounds, but also can indicate the direction from where the sound originated. There is no need to record audio, as it is possible to examine sound signatures real-time.

**Technology:**

Intelligent Audio Analytics by Bosch is a powerful AI-driven audio signal processing algorithm to detect and identify target sounds from the ambient sound. Using Artificial Intelligence, it can differentiate unusual sounds from the background or surrounding noise.

**SoundSee:**

The analytics algorithm is based on Bosch owned and developed SoundSee technology. This is a deep sound analytics capability that uses machine learning to analyze information contained in emitted noises. SoundSee was developed in a research partnership between Bosch and Astrobotic Technology Inc. started in 2019 to improve the operations on board of the International Space Station (ISS). Its goal was to use auditory analytics to determine whether machines or their components in the ISS needed repair or replacement. The algorithm uses machine learning to analyze subtle acoustic clues in a machine noise and determines whether a machine, or even a single component of a machine, needs to be repaired or replaced. Now, already launched to the ISS for research experiments, SoundSee is scalable for a broad range of commercial uses here on Earth such as predictive maintenance, early warning systems, building technologies and data-driven healthcare.

**Recognizing and identifying sounds:**

Intelligent Audio Analytics allows the camera to recognize and identify the unique audio signatures of sounds like gunshots or a smoke alarm sound. High level feature extraction is done by Convolutional Neural Networks (CNN) that mimics the human auditory system for sound perception. By creating large datasets to drive the deep neural networks, Bosch is constantly building and improving the algorithms to differentiate similar audio signatures like a car door slam or a truck backfiring, from an actual gunshot. Each one of these events can make a similar sound to human hearing, and yet the response, especially if the event is known, would be very different. By enabling a so called sound detector in the camera, the camera will detect and classify the sound, while ignoring false positives. It will alert the operator instantaneously when the sound matches the audio signature of the selected sound detector



Figure 1: Similar sounds with different audio signatures

The spectrograms above are a visual representation of the audio signatures. The X-axis is time, and the Y-axis is the audio frequency. The intensity is represented by a color. The hotter the color temperature the louder the sound is at that point in frequency and time. The above signatures are clearly different, but most gun types have very similar signatures, yet they are different given the caliber and other specifications of the gun. This information all has to be built into the data model.

**Privacy protected:**

Intelligent Audio Analytics is fully edge-based, utilizing an AI data model and algorithm running directly on the camera. By relying solely on audio signatures, privacy is protected, as no actual audio needs to be recorded or has to leave the camera. Instead, only metadata is streamed together with the video stream. Also, no client side software or external connectivity to the cloud is necessary. For installations with elevated privacy concerns or restrictions, such as public spaces or schools, the audio output can be permanently blocked through a special license. With the license activated, the system operator won't be able to access the actual audio stream to ensure privacy is protected. Even with the audio being blocked, the camera still maintains the capability to run Intelligent Audio Analytics, sending metadata for detected events as needed.

**Test case performance statistics**

Unfortunately, gun violence and school shootings are a reality at American schools and communities. Detecting gunshots in live systems, helps local security staff and police to take instantaneous action. Thorough data collection and testing has been done on multiple sites for creating the Intelligent Audio Analytics Gunshot Detector. The next sections contain results of a series of test cases conducted for both indoor and outdoor applications, encompassing evaluations of both true and false positives. Tests are done at the default detector threshold value of 50%.

**Test case 1 – Elementary school building (indoor)**

The first case shows the results from a police training for active shooters in an elementary school in the USA ( $n=117$ ). The test was done with two types of firearms: a 9mm pistol and a .223 rifle. The distance between the camera and the gunshots was between 20 and 100ft (6-30m).

Note: During this test no false positive testing was done.

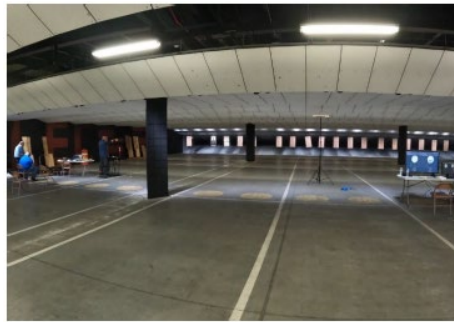


Location	Handgun (9mm)	Rifle (.223)
Café	100%	100%
Gym	100%	100%
Hallways	100%	100%
Library	100%	100%

**Test case 2 – Law enforcement training complex (indoor)**

The second indoor test case shows the results at a law enforcement training complex in a community college ( $n=1436$ ). There were four FLEXIDOME panoramic 5100i cameras used for gunshot detection.

Note: During this test no false positive testing was done.



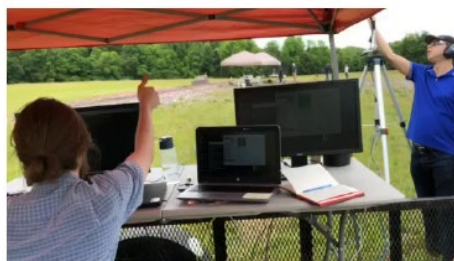
Distance	Handgun	Shotgun	Rifle	Total
25ft / 8m	100%	100%	100%	100%
50ft / 16m	100%	100%	100%	100%
100ft / 31m	83,8%	90%	98,7%	90,8%
150ft / 45m	65,6%	87,5%	100%	83,3%

*Gun types per category*

- Handgun (pistols) category includes 9mm, 22lr, 25, 40, 44mag, 45, 357 and 380
- Shotgun category includes 12gauge and 20gauge
- Rifle (Bolt / Semi-Automatic) category includes 6.5, 223, 242, 243, 30.06, 300blk, 308, 5.45 and 7.62

**Test case 3 – Open field (outdoor)**

The third test case shows the results of an outdoor shooting range test conducted in the USA ( $n=775$ ). This test covered 17 different types of firearms at multiple distances between 25 and 150 ft (8-45m) away from the camera. The tests at 25-50ft (8-16m) and 125-150ft (38-45m) were done in normal weather conditions, and the test at 75-100ft (23-31m) was done under very windy conditions (affecting performance)



Distance	Handgun	Shotgun	Rifle	Total
25-50ft	87,5%	100%	100%	94,3%
75-100ft	89,5%	76,4%	97,9%	92,3%
125-150ft	85,0%	60,5%	97,7%	89,6%

**Test case 4 – False positive testing**

Key to the success of the Intelligent Audio Analytics Gunshot Detector is to eliminate false alarms. When the system incorrectly identifies a harmless sound as a potential threat, it can lead to unnecessary and costly investigations, wasting resources and causing public alarm. Moreover, repeated false positives may erode trust in the surveillance system, undermining its effectiveness and leading to potential privacy concerns.

Below two tables show the results of deliberate worst case scenarios trying to trigger false positives and deceive the system. Under normal operational conditions, the chances of triggering false positives are significantly lower compared to these test scenarios.

Even in this aggressive test, false positives only occurred within 5ft (1.5m) away from the camera.

Forced false positive test on an outdoor parking lot with buildings nearby (*n=496*)

Distance	Pallet drop	Metal shelving	Wood metal hit	Dumpster slam
0ft / 0m	90%	29,1%	16,7%	0%
2.5ft / 0.8m	75%	4,2%	6,7%	0%
5ft / 1.5m	50%	0%	0%	0%
10ft / 3m	0%	0%	0%	0%

Forced false positive test at an indoor mezzanine (*n=472*)

Distance	Metal drop	Pallet drop	Planks hit	Wood metal hit
0ft / 0m	0%	15%	0%	0%
2.5ft / 0.8m	0%	0%	0%	0%
5ft / 1.5m	0%	0%	0%	0%
10ft / 3m	0%	0%	0%	0%

5.1.4 Explain the operating staff requirements.

Base Solution (Bosch) – For proper usage, the Bosch solution should be monitored as well as a proper critical response plan put in place. The active monitoring of the solution can be done with staff or with proper integration into other systems like video, access control, and public address. These integration paths may enable quick and appropriate responses, such as executing access control measures, including automatically locking doors to prevent entry, and initiating automated public address and two-way radio announcements. Whether monitored by staff or automated it is important that, as part of your critical response plan, any alarm is properly verified by trained personnel. Also, since the system’s visual and audio layers are camera-based, security staff can also utilize high-quality video footage for forensics supporting first responders.

Secondary Solution (CEIA) – One staff member can easily manage an OpenGate lane. Part of your critical response plan to a positive alarm would be secondary evaluation of any individual who alarms for a weapon.

5.1.5 Provide an example work schedule overview for implementation.

- 1) Project Kickoff Meeting with Client and other Parties – Following Booking - Coordination with Climatec Project Manager to clarify each parties’ responsibilities and project timeline. Alignment on expectations and scope have to be confirmed. If the facility has items that need to be complete, schedules will be lined out. For example, if the facility has their own Low Voltage contractor that will pull and terminate the category cable, Climatec will need to know when that work will be performed. This helps the PM understand when the proper technicians and programmers need to be deployed to the site. This type of schedule can typically be handled with the proper notice and client coverage for overtime pay. This meeting can take place in person or via web conference depending on the client’s and Climatec PM’s availability and schedule.
- 2) Material Procurement – Following Kickoff Meeting – All materials can currently be received in 4-6 weeks
- 3) Installation:
  - a. Climatec technicians are deployed to site for the installation. A site walk is performed with the proper client representative. This will help mitigate any unforeseen issues that may arise during the installation process.
  - b. Each entry will take up to two days for a full installation and programming. A third day may be required depending on the environment for installation and final cable terminations.

- a. Environment for Installation – This includes ceiling type, drop tile or hard, the number of access hatches if hard capped, unseen fire walls above the ceiling, etc.
- b. If more than one entry is protected at the same facility this timeline may be lowered depending on their proximity to each other and the installation environment.
- c. After the installation is complete the technicians will work with Bosch Pro Services team to verify each entry is properly configured for proper operation.
- 4) Train the client on the proper use of the system. This includes one training session with up to 5 personnel and covers:
  - a. How to verify a weapon has been detected.
  - b. Acknowledgement of alarms within the Bosch VideoView+ system.
- 5) Testing of the system – This must be completed at a time when minimal facility personnel are present. This is due to the potential of a bystander not understanding a test is taking place and firearms will be present and brandished from their holster. It should also be completed with the local law enforcement knowledge or involvement if possible. Unless coordinated ahead of time this test will be performed by the city, county or school district without Climatec personnel present. Any adjustments to the system must be completed by Climatec remotely unless otherwise agreed upon.
- 6) Critical Response Procedures (CRPs) – CLIENT RESPONSIBILITY - CRPs should be under development by the responsible school representative from the point they know they will have the system deployed. CRPs are involved and will take more than one person to finalize. They should include all parties that would be responsible for responding to any portion of an alert, whether true or false.

#### 5.1.6 Explain how you will supervise the implementation.

The primary supervision for the implementation of your project will be handled by our Project Manager. They will have a lead technician that will assist, not only with implementation, but with Quality Control, testing and acceptance. Our Project Manager is also managed by both an Installation Manager as well as our Vice President and General Manager for all work in Texas.

#### 5.1.7 Any parts & equipment customer is expected to provide?

##### Primary Solution (Bosch)

- a. A network drop per camera. This connection needs to be within 10' of the cameras final location and must have terminations at the head end patch panel and an RJ-Block at the camera placement for connection of a patch cable.
  - i. This scope can be provided by Climatec if desired
- b. PoE switch in associated MDF/IDF Room for powering of cameras.
- c. Internal network connection with internet connectivity. (Required for Cloud services)
- d. Client Workstation(s) for monitoring the Weapons Detection system and verifying alerts.

##### Secondary Solution (CEIA)

Batteries unless Climatec is asked to provide.

#### 5.1.8 Identify any subcontractors or third-party services that will be utilized in the performance of the services.

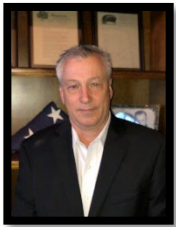
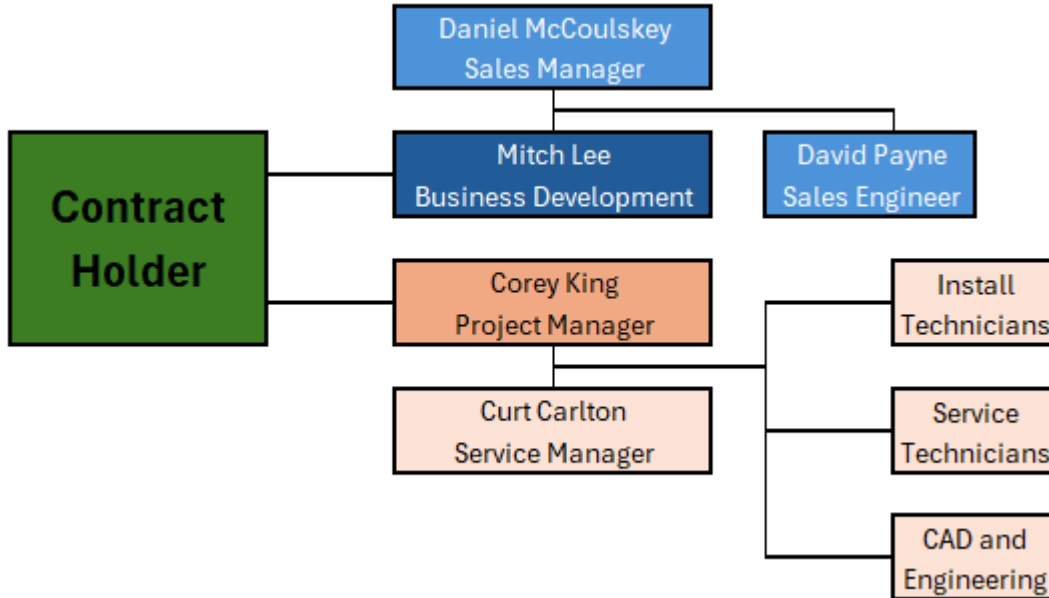
All work to be performed by Climatec

#### 5.1.9 Describe and clearly indicate any exceptions to the specifications or requirements found in this RFP.

Our solutions meet the intent of the RFP

## 5.2 Project Related Experience and Qualifications

5.2.1 Provide a general explanation and chart which specifies project leadership and reporting responsibilities, and how the team will interface with Customer’s project management and team personnel.



**Mitch Lee – Business Development Manager**  
Primary point of contact

Mitch joined the team at Climatec in 2024 as Business Development Manager for their North Texas region. Prior to Climatec, Mitch had a very successful tenure with MCA/Knight Security. During the past few years, Mitch has partnered with some of the areas noteworthy clientele including Christus Healthcare, Texas Instruments, Lincoln Properties, Streetlights, USDA, DART, Dallas Community College, City of Farmers Branch, City of Frisco, Collin CO, Grayson CO, Crandall ISD, Kaufman ISD, Greenhill School and Episcopal School of Dallas. His diverse experience allows him to bring a wealth of knowledge to value cost design of security applications. Mitch’s strength is a continuous motivation to deliver projects above customer expectations and ensure support afterwards.

Mitch holds a B.S. in Science from Stephen F. Austin State University and a M.S. of Science from the University of Oklahoma.



**Corey King – Program Manager**  
Primary Operational point of contact

Corey has worked in the security industry for 23 years starting out as a technician and has worked his way up to a Project Manager. His career has encompassed the software programming and hardware design requirements for digital video, intrusion, life safety and access control systems. Corey is a Certified Security Project Manager (CSPM) that provides input to sales and coordination of installations. This input could be associated with the areas such as estimating, timing, special resource needs, special technical solutions, code compliancy and requirements or other aspects significant to specific projects. Corey is certified in Bosch Alarm, Lenel Access, Andover Controls, System Galaxy, Verex, Prowatch, Avigilon VMS and ACC, OpenPath.



**Daniel McCoulskey – Regional Sales Manager  
Sales Oversight and Managerial sponsor**

Daniel joined the team at Climatec in 2019 as sales manager for their Texas region. Prior to Climatec, Daniel has had a very successful tenure with Allied Universal and Stanley Security solutions where he worked his way through both organizations in multiple regions and many roles, including Account Executive, Operations Manager, Sales Manager and General Manager. Daniel has been involved with many complex deployments include large scale, military access control implementations, a 73-site school district integrated, video, intrusion and access control installation and a customized patient safety monitoring deployment in a VA mental health facility. Daniel works to provide an exceptional customer experience by cultivating accountability and excellence amongst his team. A graduate of Dallas Baptist University, Daniel has over 20 years of experience in the Security Industry.



**Curt Carlton – Service Manager  
Oversight of service efforts**

Curt has been in the Security / Life Safety industry since 1998. Spanning over 25 years, Curt has occupied nearly every position the industry has to offer. Operational experience ranges from residential and commercial installation, service technician, operations staff, supervisor and managerial roles. During this time he worked with the smallest local firms up to one of the nation's top 10 security providers and global automation giants. Curt also spent time as a salesperson for a small business security company and most recently a senior sales engineer for nationwide monitored video deployments. Here he assisted a regional sales staff as well the customer success department. Curt currently serves as the Service Supervisor and Fire System Project Manager for Climatec. His duties include the day-to-day service operations for the Dallas and Houston areas as well as managing ongoing fire system installations. Curt takes pride on customer success and communication.



**David Payne – Applications Engineer  
System Design and architecture**

David started his security career twenty-six years ago as an installer and serves as the Security Applications Engineer for Texas. In his role David is responsible for Pre-Sales support by working with the manufacturers, subcontractors, and Engineering to ensure the layout of hardware and software applications meet the desired results and then documents those designs and standards for deployment of the system. Through his career David has held positions that span across Operations and Sales that include Lead Technician, Sales Executive, National Account Support Team member, DFW area Security Estimator, Area Sales Manager for Tyco Security Products, and has landed as our Applications Engineer. David has project level experience with The Department of Defense, TXDOT, US Marshall Services and Local jurisdictions.

5.2.2 Any goods or services not outlined in the Scope of Work that you wish to offer?

Climatec is fully capable of providing a turn-key solution or working with the customer's IT team if they have a partner to provide network infrastructure for the project.

5.2.3 Any major requirements that cannot be met by your firm?

No



5.2.4 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.

Our primary place of work is our Irving, TX office, but other offices, listed below, may be used based on project location.

LOCATION	ADDRESS	CITY, STATE	ZIP
<b>IRVING</b>	1632 W Walnut Hill Lane - Suite 100	Irving, TX	75038
<b>AUSTIN</b>	1340 Airport Commerce - Suite 480	Austin, TX	78741
<b>HOUSTON</b>	7701 W Little York Rd - Suite 100	Houston, TX	77040
<b>McALLEN</b>	801 East Fern Ave - Suite 163	McAllen, TX	78501
<b>SAN ANTONIO</b>	1077 Central Parkway South - Suite 900	San Antonio, TX	78232

5.2.5 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.

From our beginnings in 1999, we have steadily invested in the people, technology, and services to be our customers’ trusted business partner for building solutions. Today, we are one of the leading providers of building technologies and energy solutions in the nation – delivering results for thousands of customers, every day. Our strategic business partners include the world’s leading suppliers of building automation, security, life safety, and energy efficiency technologies. With over 25 years in the business, Climatec currently has in excess of 1,200 employees nationally and approximately 200 in the state of Texas. Some of our major customer include Arizona State University, Universal Studios, Lincoln Properties, City of Scottsdale, Ryan LLC, Mayo Clinic, Gateway Church and countless schools and municipalities. Climatec by itself is a 400MM business unit within the larger Bosch Organization. Acquired by Bosch in 2015, Climatec has continued as Bosch’s foundation for turnkey building technology and efficiency solutions in North America.

The Bosch organization is a privately held supplier of innovative technology and services with over 400,000 associates worldwide. Its unique private ownership structure was established to promote entrepreneurial freedom and long-term business focus. In fact, 92 percent of Bosch is held by a charitable foundation focused on education, health, science, culture and international relations.

Bosch’s operations serve millions of customers across four business sectors: Mobility Solutions, Industrial Technology, Consumer Goods, and Energy and Building Technology. And through Climatec, Bosch delivers comprehensive building comfort, safety and energy efficiency solutions for thousands of customers every day in North America.

5.2.6 Describe your invoicing process. Payment terms? Is payment by credit card accepted?

Our standard invoicing process is that projects under 100K are billed when complete. Projects over that amount are partially invoiced when materials are received and then invoiced in full when the project is complete. Our standard payment terms are net-30 and we are setup to take credit card payments, however a 6% fee will be charged on any project that needs to be paid by credit card.

5.2.7 Include a list of no more than five (5) similar contracts awarded within the last 5 years.

The following are contracts awarded to Climatec that are similar in type or scope to this RFP

Dallas Holocaust and Human Rights Museum – Climatec has provided, along with other security products and services, Bosch weapons detection cameras as well as the CEIA weapons detection scanners. - Contact: Mike Weaver, mweaver@dhhrm.org, 214-271-7160

Mesa Unified School District – Climatec has been awarded over \$2MM worth of work involving the CEIA OpenGate Weapons Scanners - Contact: Allen Moore, Armoore@mpsaz.org

Gateway Church - Climatec has been a long term partner of Gateway Church. Climatec supports the situational awareness and video solutions at 12+ campuses in Gateways system. Contact: Josh Mendenhall, joshua.mendenhall@gatewaystaff.com 682-223-6031

BuyBoard – Contract # 733-24 – National non-profit purchasing Coop. Climatec has various products and services listed for procurement, Contact info 800-695-2919, bids@buyboard.com

1GPA – Contract # 21-07P-06 Contract# - National Purchasing Coop. Climatec has various products and services listed for procurement. Contact info 512-970-0179

5.2.8 Identify any contracts within the past three years that were terminated due to non-performance.

There are None.

5.2.9 State the warranty and length of same that may apply to the goods or services you are proposing.

Our primary solution, from Bosch, comes with a manufacturer's Five (5) year warranty on all material. The expanded solution, utilizing the CEIA OpenGate Weapons detectors, come with a Two (2) year warranty. In addition, all installation labor is warranted for a period of One (1) year from Climatec.

**APPENDIX A.1**  
**Pricing for TXShare Cooperative Purchase Program Participants**

## BID PRICE WORKSHEET FOR RFP #2025-003

Service Category #1: Gunshot Detection Systems		
Item	Description	% Discount Off Your Regular List Price

1	Technology Products	Bosch, gunshot detection	-7% Off
2	Implementation	Installation Services <small>*Freight and Per Diem handled seperately</small>	-25% Off*

Service Category #2: Other Ancillary Services		
Item	Description	% Discount Off Your Regular List Price

2 Describe Below:

A	CEIA OpenGate Weapons Detection	List Price
B	Milestone Systems Video Management	-5% Off
C		

**APPENDIX A.2**  
**Service Area Designation Forms**

**EXHIBIT 3  
SERVICE DESIGNATION AREAS**

<b>Texas Service Area Designation or Identification</b>			
<b>Proposing Firm Name:</b>	Climatec LLC		
<b>Notes:</b>	<b>Indicate in the appropriate box whether you are proposing to service the entire state of Texas</b>		
	Will service the entire state of Texas	Will not service the entire state of Texas	
	✓ We will service the entire state of TX		
	<b>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.</b>		
<b>Item</b>	<b>Region</b>	<b>Metropolitan Statistical Areas</b>	<b>Designated Service Area</b>
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			
<b>Proposing Firm Name:</b>	Climatec LLC		
<b>Notes:</b>	<b>Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.</b>		
	Will service all fifty (50) states	Will not service fifty (50) states	
		<input checked="" type="checkbox"/> We can Not service all 50 states	
	<p><b>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.</b></p> <p><b>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.</b></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	
44.	Utah		
45.	Vermont		
46.	Virginia		
47.	Washington		
48.	West Virginia		
49.	Wisconsin		
50.	Wyoming		

End of Exhibit 3



### **APPENDIX A.3**

**The categories awarded under this contract are listed on the following Exhibit 1.**

**EXHIBIT 1**  
**CATEGORIES SELECTED, DISCOUNTS FOR PRICING & CURRENT PUBLISHED PRICE LIST**

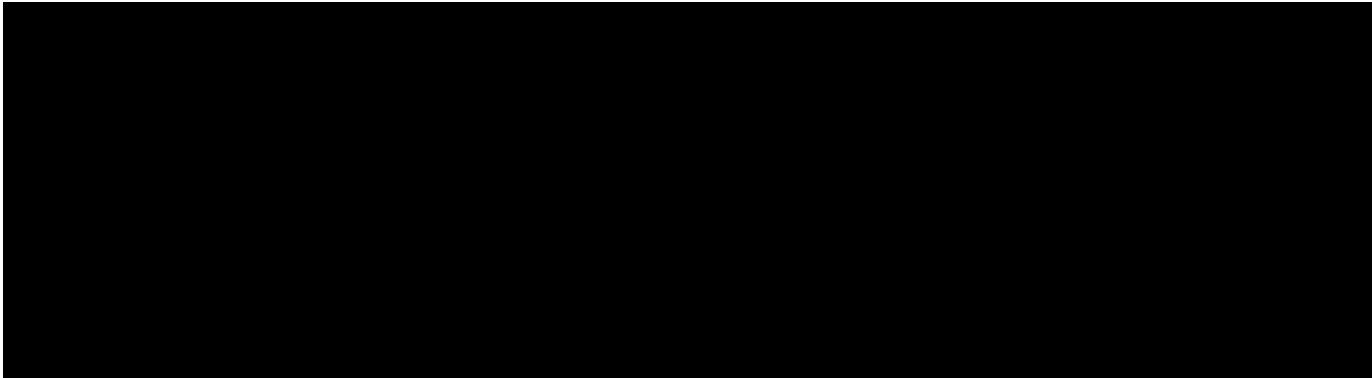
- **Please place a checkmark next to each Category that you are offering in your proposal:**

Service Category #1: Gunshot Detection Systems

Service Category #2: Other Ancillary Services

- **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.



**APPENDIX B  
DEBARMENT CERTIFICATION**

I, Bryan Weidenbach

(Name of certifying official)

being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither

Climatec, LLC

(Name of lower tier participant)

nor its principals are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible,
- or voluntarily excluded from participation in this transaction by any federal department or agency

Where the above identified lower tier participant is unable to certify any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

**EXCEPTIONS:**

---



---



---

**Bryan  
Weidenbach**

Digitally signed by Bryan  
Weidenbach  
Date: 2025.01.28 09:29:49  
-06'00'

Signature of Certifying Official  
Vice President

Title  
1/27/2025

Date of Certification

Form 1734  
Rev.10-91  
TPFS

## **APPENDIX C 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 and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Bryan  
Weidenbach**

Digitally signed by Bryan  
Weidenbach  
Date: 2025.01.28 09:30:04  
-06'00'

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Climatec, LLC

\_\_\_\_\_  
Agency

\_\_\_\_\_  
1/27/2025

\_\_\_\_\_  
Date

**APPENDIX D  
ATTESTATION OF CONTRACTS NULLIFYING ACTIVITY**

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 will be ineligible for consideration of contract award.

**D-1: 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.

**Check one of the following:**

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.

**-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.

Climatec, LLC

---

Name of Organization/Contractor  
**Bryan Weidenbach**  
Digitally signed by Bryan Weidenbach  
Date: 2025.01.28 09:30:19 -06'00'

---

Signature of Authorized Representative  
**Bryan Weidenbach, Vice President**

Printed/Typed Name and Title of Authorized Representative

---

1/27/2025  
Date

## **D-2: 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 CONTRACTOR; 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.

**Check one of the following:**

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

**-OR-**

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

**Climatec, LLC**

Name of Organization/Contractor

**Bryan Weidenbach**

Digitally signed by Bryan Weidenbach  
Date: 2025.01.28 09:30:32 -06'00'

Signature of Authorized Representative

**Bryan Weidenbach, Vice President**

Printed/Typed Name and Title of Authorized Representative

**1/27/2025**

Date

### D-3: 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.

**Check one of the following:**

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

**-OR-**

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

Climatec, LLC

Name of Organization/Contractor

Bryan Weidenbach

Digitally signed by Bryan Weidenbach  
Date: 2025.01.28 09:30:45 -06'00'

Signature of Authorized Representative

Bryan Weidenbach, Vice President

Printed/Typed Name and Title of Authorized Representative

1/27/2025

Date



## APPENDIX E

### 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 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.

#### REQUIRED 2 CFR 200 CLAUSES

#### Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards (CONTRACTOR)

1. **Equal Employment Opportunity.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. **Davis-Bacon Act.** CONTRACTOR agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
3. **Contract Work Hours and Safety Standards.** CONTRACTOR agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
4. **Rights to Invention Made Under Contract or Agreement.** CONTRACTOR agrees to comply with all applicable provisions of 37 CFR Part 401.
5. **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** CONTRACTOR agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
6. **Debarment/Suspension.** CONTRACTOR is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. CONTRACTOR and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions”.
7. **Restrictions on Lobbying.** CONTRACTOR of these funds is prohibited from using monies for lobbying purposes; CONTRACTOR shall comply with the special provision “Restrictions on Lobbying”. CONTRACTOR shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.
8. **Procurement of Recovered Materials.** CONTRACTOR agrees to comply with all applicable provisions of 2 CFR §200.322.
9. **Anti-Israeli Boycott.** By accepting this work order, CONTRACTOR hereby certifies the following:
  - (1) CONTRACTOR’s Company does not boycott Israel; and
  - (2) CONTRACTOR’s Company will not boycott Israel during the term of the contract.

The following definitions apply to this statute:

- (1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and
- (2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

**10. Domestic Preference for Procurements**

As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**11. Trafficking in Persons**

The contractor agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from

- (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
- (ii) procure a commercial sex act during the period of time that the award is in effect;
- (iii) used force labor in the performance of the award or subawards under the award.

The Federal award agency may unilaterally terminate the award, without penalty, if the Contractor

- (i) is determined to have violated an applicable prohibition;
- (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term.

NCTCOG must notify the Federal award agency immediately if any information received from the Contractor indicates a violation of the applicable prohibitions.

**Check and complete one of the following:**

XX The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG.

Name of Organization/Contractor  
Bryan Weidenbach Digitally signed by Bryan Weidenbach  
 Date: 2025.01.28 09:31:03 -06'00'

Signature of Authorized Representative  
Bryan Weidenbach, Vice President  
 Printed/Typed Name and Title of Authorized Representative  
1/27/2025  
 Date

**-OR-**

       The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG

Name of Organization/Contractor  
 \_\_\_\_\_  
 Signature of Authorized Representative  
 \_\_\_\_\_  
 Printed/Typed Name and Title of Authorized Representative  
 \_\_\_\_\_  
 Date