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REQUEST FOR PROPOSALS
For
Concrete Pavement Grinding Services
RFP # 2024-138

Sealed proposals will be accepted until 2:00 PM CT, **October 23, 2024**, and then publicly opened and read aloud thereafter.

Precision Concrete Cutting, Inc.

Legal Name of Proposing Firm

Matt Haney

Contact Person for This Proposal

President

Title

801-373-6060

Contact Person Telephone Number

info@safesidewalks.com

Contact Person E-Mail Address

3191 N Canyon Rd

Street Address of Principal Place of Business

Provo, Utah

City/State

84604

Zip

3191 N Canyon Rd

Mailing Address of Principal Place of Business

Provo, Utah

City/State

84604

Zip

Matt Haney

Point of Contact for Contract Negotiations

President

Title

801-373-6060

Point of Contact Telephone Number

info@safesidewalks.com

Point of Contact Person E-Mail Address

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

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

(Cover Sheet)

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

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

 X Service Category #1: Concrete Pavement Grinding Services

 X 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.

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

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

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

BID PRICE WORKSHEET FOR RFP #2024-138

Service Category #1: Concrete Pavement Grinding Services

Item	Description	% Discount Off Your Regular List Price
-------------	--------------------	-----------------------------------------------------------

1 Grinding Services **\$70 per Inch Foot**

0%

Service Category #2: Other Ancillary Services

Item	Description	% Discount Off Your Regular List Price
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2 Describe Below:

A	Sidewalk Surveying \$500 per sidewalk mile	0%
B		
C		

EXHIBIT 2
SAMPLE MARKET BASKET FORM

For the items on the MARKET BASKET WORKSHEET, please enter your current unit price for the items you are offering in your proposal. If you do not provide one or more of the items on the MARKET BASKET WORKSHEET, please note as such on the worksheet. This form is for evaluation purposes only and will not be part of any awarded contract.

*** NOTE: These are hypothetical examples and do NOT represent an actual job to be performed. ***

Exhibit 2 - Market Basket Worksheet for RFP #2024-138

Service Category #1: Concrete Pavement Grinding Services

Item	Description (Assuming job location is 10 miles from your facility)	Qty	Unit of Measure	Current List Price	% Discount	Net Price After Discount
1	Grinding Services	2500	Inch Foot	\$70	0%	\$70
2	Removal of Temporary Asphalt Used for Leveling Up	500	SQ FT	\$0	0%	\$0
3	Mobilization, per job	1	job	\$0	0%	\$0
4	Signage & Traffic Control, per job	1	job	\$0	0%	\$0
5	GPS Point Data Collection, per data point	1000	Each	\$0	0%	\$0

EXHIBIT 3
SERVICE DESIGNATION AREAS

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

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

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

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

Tab A: Capacity to Deliver

(Confidential & Proprietary)

- **4.0.1 Pavement grinding to completely remove trip hazards from uneven sidewalks, concrete walkways and handicap access ramps to bring sidewalks in compliance with the Americans with Disabilities Act.**

Ability to Provide and Perform the Service

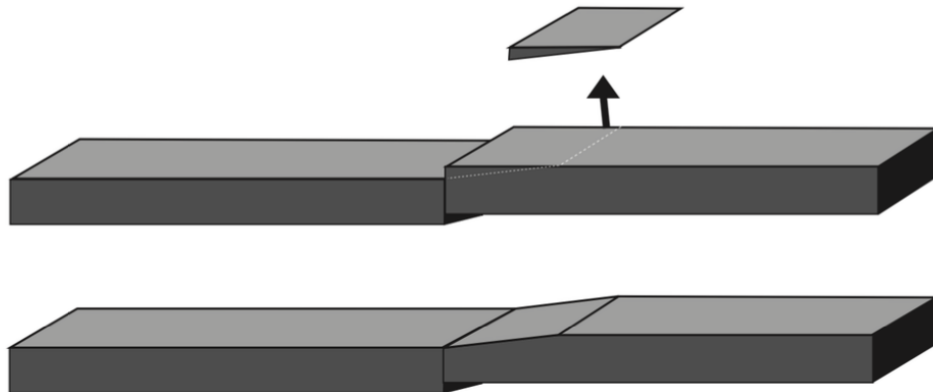
- Precision Concrete Cutting's (PCC) core competency is as follows:

1. Repairing Uneven Sidewalks (trip hazards) on walkways
2. Surveying Sidewalk Infrastructure and reporting details to customer

1. Details on Repairing Uneven Sidewalks:

PCC started out as a grinding company, but was not satisfied with the poor performance of commercial grinders. The company pioneered and patented a new technique in 2002 that did a much better job at fixing uneven sidewalks.

We use a saw-cutting method, which horizontally slices the trip hazard away and matches the sidewalks at the control joint or cracks. See illustration below.



This method is a way to preserve the existing infrastructure, save time, money and hassle of removing the sidewalk panels, and saves landfills from concrete waste.

PCC provides this service to hundreds of customers per year in the USA, Canada and Australia. The company has over 50 offices throughout these three countries.

PCC's customers are schools, universities, cities, towns, home owner associations, apartment owners, commercial buildings, shopping centers, etc.

In particular our work is designed to provide a solution to the Americans with Disabilities Act requirements (ADA) that is federally mandates. Similar laws and ordinances exist in Canada and Australia.



ADA Compliant Sidewalk Repair Services Cost: \$70 per Inch Foot (IF)

The unit utilized by PCC is called “inch feet” and represents the amount of concrete that must be removed to achieve the ADA compliant slope. It is defined as the average height of the change in level (in inches) multiplied by the width of the offset (in feet). Example a change in level that measures 1/2 inch high on one side and 1/4 inch high on the other side, across an entire 4-foot-wide sidewalk. The average height is 3/8” high, multiplied by 4 feet of width, which yields 1.5 “inch feet.” Applying the above pricing, removing 1.5 inch- feet at \$70, results in a price of \$105 for that repair location.

Sidewalk Asset Management Surveying Cost: \$500 per sidewalk mile

PCC uses a proprietary software application to survey and record pedestrian infrastructure issues. The vertical height of an uneven sidewalk deflection is measured in 8ths of an inch to measure precisely the portion of concrete that must be removed to achieve the ADA required 1:12 slope. This data is recorded and used to calculate the number of “inch feet” of concrete to be precisely cut away.

PCC specializes in identifying the changes in level we can repair and in repairing those changes in level. However, during our survey, we can gather additional information on sidewalk issues that are outside of the scope of our repair work, but helpful to our customers for overall sidewalk maintenance. For example, we can identify broken sidewalk panels, panels raised too high for repair, concrete spalling, overgrown vegetation intruding onto the surface of the walkway, etc. This data is provided with photographs and GPS coordinates that can be delivered in a shape file or KML format for upload into GIS systems.

- **4.0.2 Pavement grinding of other concrete pavement such as roadway, driveways, and parking areas.**
 - Not Applicable
- **4.0.3 Preventative maintenance services to improve drainage, pavement polishing, and staining/ cleaning for concrete surfaces.**
 - Not Applicable
- **4.0.4 Pavement saw cutting services.**
 - See 4.0.1 above
- **4.0.5 Expansion joint caulking.**
 - Not Applicable
- **4.0.6 Patching or replacement of broken concrete pavement sections.**
 - Not Applicable
- **4.1.1 Work Schedule**
 - Our survey and technician teams work Monday through Thursday on a 4/10s schedule with the occasional Friday if needed as a makeup day or to complete a job that may have a deadline.



- **4.1.2 Maintenance & Protection of Traffic Control**
 - The repair work done by PCC does not require MOT. In the unlikely event that a project arises that does require MOT, PCC will invoice the customer at cost for this subcontracted service.
- **4.1.3 Road Closure Guidelines**
 - The repair work done by PCC doesn't require closure of roads.
- **4.1.4 Traffic Control Plan**
 - The repair work done by PCC does not require MOT. In the unlikely event that a project arises that does require MOT, PCC will invoice the customer at cost for this subcontracted service.
- **4.1.5 Mobilization**
 - Due to mobilization expense, the minimum amount required per project, regardless of the scope of the project, is \$3,500. This minimum fee may be lower in some states.
- **4.1.6 Safety, Sanitary, & Health Conditions of Site**
 - PCC uses a dust abatement system to vacuum up any silica dust produced during the removal of trip hazards on sidewalks. Additionally, the site is swept after the removal as to make sure the sidewalk is safe to walk on. All technicians wear PPE (respirators, face shields, hi-vis shirts) in accordance with OSHA regulations to provide a safe working environment.
- **4.1.7 Contractor's Responsibilities**
 - Contractor will be responsible for the entirety of the process of removing trip hazards starting with surveying the sidewalks and accounting for exactly where, how big, and how many trip hazards exist. Once the bid has been accepted, our technician teams will remove the approved trip hazards including cleanup and concrete removal.
- **4.1.8 Language Requirement for Employees**
 - No language requirement but majority of our employees speak English as their first language.
- **4.1.9 Supervision of Work**
 - All work is supervised by a Director of Operations or an Assistant Director of Operations.
- **4.1.10 Removal of Objectionable Contractor Employees**
 - If an employee is considered objectionable, they will be assigned elsewhere.
- **4.1.11 Safety Plan for Employees**
 - Each week employees go over our safety manual and address safety topics.
- **4.1.12 Equipment to Be Provided by Contractor and Customer**
 - No equipment will be needed to be provided by the customer.
 - We provide the following pieces of equipment
 - Generator
 - Right Angled Grinder
 - 3-Motor Concrete Vacuum
 - Cart



- Saw Blades
- Proprietary System
- Personal Protective Equipment
- Typically, 2-3 Technicians
- Additional Supplies
- Truck and Trailer
- **4.1.13 Corrective Re-Work**
 - If corrective re-work is needed, we will come out to the jobsite as soon as we can to fix the issues. We consistently audit our jobsites to ensure little to no re-work is needed.
- **4.1.14 Call Out & Notification Process to Contractor**
 - Call outs happen on occasion, but rest assured we have plenty of technicians in order to accomplish the work at hand.
- **4.1.15 Permitting**
 - We apply for any necessary permits related to the work we do.
- **4.1.16 Shut-Downs**
 - There are no shutdowns on the sidewalks while we are performing the work we do.
- **4.1.17 Reporting Tasks**
 - We have developed two in-house proprietary software to track the locations of trip hazards as well as a project management tool used to monitor jobsites in real time so we are always clued in to how a job is going
- **4.1.18 Project Materials & Supplies To be Provided by Customer**
 - None as we are a service provider only
- **4.1.19 Project Materials & Supplies To be Provided by Contractor**
 - None as we are a service provider only
- **4.1.20 Repair Procedures**
 - See 4.0.1
- **4.1.21 Emergency Work Response Time**
 - We don't typically do emergency work but if a small project needs to get done quickly, we can start work within 24 hours, which will be subject to a 15% premium of the invoice total added to the final bill.
- **4.1.22 Non-Emergency Response Time**
 - Typically, we can start working on a project around 2 weeks after we have received a signed "Authorization to Proceed"
- **4.1.23 Any Limitations Contractor Has in Performing Repairs**
 - We repair up to 2" in displacement between sidewalk panels.
- **4.1.24 Any Parts & Equipment Customer is Expected to Provide**
 - None
- **Describe and clearly indicate any exceptions to the specifications and requirements found in this RFP.**
 - None
- **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.**



- We have franchised locations which cover the contiguous 48 states, Canada, and Australia.
- **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.**
 - PCC has been in business for over 25 years doing work within the US, Canada, and Australia. Each year, we work with hundreds of municipalities ranging in size from small towns to large metropolitans. We hold a number of other cooperative contracts with other organization such as TIPS, BuyBoard, KPN, and PCA.
- **Please provide a description of how your firm intends to interact with the Customer while providing services.**
 - PCC uses a project management tool which assigns and facilitates the management of each of our projects. The program is called the "Terminal" and is specific to this type of work. All locations are managed by owner/operators which have extensive training and expertise in the sidewalk trip hazard business. The company has local offices as well as national headquarters offices which have staff to business. The company has local offices as well as national headquarters offices which have staff to assist with technical issues, project development, and product/service selection. Each local office will have 1-2 person(s) specifically assigned to Public Purchase but additionally, the national headquarters will also have a specifically assigned person to Public Purchase related work. In summary, with the national representative, each office will have 2-3 people for local work.
- **Describe your invoicing process. Payment terms? Is payment by credit card accepted? Is a deposit required?**
 - Payment terms are Net30. Typically, payment is made by check or direct deposit, but credit card may be accepted for a 3% service charge. No deposit is required.
- **Designate and provide names of specific contact person(s) for the following phases: (1) proposal evaluation process (2) contracting process (3) primary point of contact for receiving orders from participating agencies.**
 - The following people will be responsible for all 3 of the points above:
 - Matt Haney
 - Kyle Shanklin
- **Include a list of no more than five (5) similar contracts awarded within the last 5 years. These same five projects should be used as your references in Tab C.**
 - City of Plano - \$775,550
 - Travis County - \$428,000
 - City of Keller - \$315,654
 - City of Frisco - \$88,000
 - City of Cedar Park - \$73,000
- **Identify any contracts within the past three years that were terminated due to non-performance.**



- None
- **Per Section 4.4 of this RFP, please state in your proposal the warranty and length of same that may apply to the goods or services you are proposing.**
 - We offer a service, not products. Our service is guaranteed to be accurate and completed according to the specifications necessary by the ADA.
- **What is your standard response time for emergency calls? Is this response available twenty-four (24) hours a day, including Saturdays, Sundays, and holidays? Please explain.**
 - We don't typically do emergency work but if a small project needs to get done quickly, we can start work within 24 hours, which will be subject to a 15% premium of the invoice total added to the final bill.
- **What is your standard response time for non-emergency calls? Please explain.**
 - Typically, we can start working on a project around 2 weeks after we have received a signed "Authorization to Proceed"
- **What repair parts can you provide and what expectation if any do you have of the Customer to provide the repair parts?**
 - Since we are a service provider, no repair parts will be provided. Additionally, customer is not expected to provide repair parts.





Tab C: References

(Confidential & Proprietary)

1. City of Plano
 - a. Chris Best
 - b. 1520 K Avenue Plano, TX 75074
 - c. 972-769-4128
 - d. chrisbe@plano.gov
2. Travis County
 - a. David Hunter
 - b. 700 Lavaca Street Austin, TX 78767
 - c. 512-854-4660
 - d. david.hunter@traviscountytexas.gov
3. City of Keller
 - a. Mike Waltz
 - b. 1100 Bear Creek Parkway Keller, TX 76248
 - c. 817-743-4215
 - d. mwaltz@cityofkeller.com
4. City of Frisco
 - a. Dane Stovall
 - b. 6101 Frisco Square Boulevard Frisco, TX 75034
 - c. 972-292-5852
 - d. dstovall@friscotexas.gov
5. City of Cedar Park
 - a. Michael Lerash
 - b. 450 Cypress Creek Road Cedar Park, TX 78613
 - c. 512-401-5563
 - d. michael.lerash@cedarparktexas.gov





3191 N. Canyon Road Provo, UT 84604
Office: (801) 373-6060 Fax: (801) 373-6088
www.safesidewalks.com

Tab D: Required Attachments

- ☐ Attachment I: Instructions for Proposals Compliance and Submittal **ATTACHED**
- ☐ Attachment II: Certification of Offeror **ATTACHED**
- ☐ Attachment III: Certification Regarding Debarment **ATTACHED**
- ☐ Attachment IV: Restrictions on Lobbying **ATTACHED**
- ☐ Attachment V: Drug-Free Workplace Certification **ATTACHED**
- ☐ Attachment VI: Certification Regarding Disclosure of Conflict of Interest
ATTACHED
- ☐ Attachment VII: Certification of Fair Business Practices **ATTACHED**
- ☐ Attachment VIII: Certification of Good Standing Texas Corporate Franchise Tax
Certification **ATTACHED**
- ☐ Attachment IX: Historically Underutilized Businesses, Minority Or Women-Owned Or
Disadvantaged Business Enterprises **NOT APPLICABLE**
- ☐ Attachment X: Federal and State of Texas Required Procurement Provisions
ATTACHED
- ☐ Attachment XI: Conflict of Interest Questionnaire **NOT APPLICABLE**



ATTACHMENT CHECKLIST

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

- ☒ Cover Sheet
- ☒ Narrative Response for TAB A, C & D
- ☒ Exhibit 1: Categories Selected, Discounts for Pricing & Current Published Price List
- ☒ Exhibit 2: Sample Market Basket Form
- ☒ Exhibit 3: Service Area Designation Forms
- ☒ Attachment I: Instructions for Proposals Compliance and Submittal
- ☒ Attachment II: Certification of Offeror
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- ☒ Attachment IX: Historically Underutilized Businesses, Minority Or Women-Owned Or Disadvantaged Business Enterprises
- ☒ Attachment X: Federal and State of Texas Required Procurement Provisions
- ☒ Attachment XI: Conflict of Interest Questionnaire

Compliance with the Solicitation

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

Acknowledgment of Insurance Requirements

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

Precision Concrete Cutting, Inc.

Name of Proposing Firm

Signature of Authorized Representative

Matt Haney, President

Printed/Typed Name and Title of Authorized Representative

Date

10/22/24

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

Compliance with the Solicitation

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

Compliance with the NCTCOG Standard Terms and Conditions

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

Acknowledgment of Insurance Requirements

By signing its submission, Offeror acknowledges that it has read and understands the insurance requirements for the submission. Offeror also understands that the evidence of required insurance must be submitted within ten (10) working days following notification of its offer being accepted; otherwise, NCTCOG may rescind its acceptance of the Offeror's proposals. The insurance requirements are outlined in Section 2.2 - General Terms and Conditions.

Precision Concrete Cutting, Inc.

Name of Proposing Firm

Signature of Authorized Representative

Matt Haney, President

Printed/Typed Name and Title of Authorized Representative

10/22/24
Date

**ATTACHMENT II:
CERTIFICATIONS OF OFFEROR**

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

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

Precision Concrete Cutting, Inc.

Name of Proposing Firm

Signature of Authorized Representative

Matt Haney, President

Printed/Typed Name and Title of Authorized Representative

Date

10/22/24

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

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

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

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

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

Precision Concrete Cutting. Inc.

Name of Proposing Firm

NJTAFRFJFY76

SAM.GOV Unique Identity ID

Signature of Authorized Representative

Matt Haney, President

Printed/Typed Name and Title of Authorized Representative

Date

10/22/24

**ATTACHMENT IV:
RESTRICTIONS ON LOBBYING**

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

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

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

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

(Attachment IV: Cont.)

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

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

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

Precision Concrete Cutting, Inc.

Name of Proposing Firm

Signature of Authorized Representative

Matt Haney, President

Printed/Typed Name and Title of Authorized Representative

Date

10/22/24

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

The **Precision Concrete Cutting, Inc.** (company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premises of the

Precision Concrete Cutting, Inc. (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

Precision Concrete Cutting, Inc.

Name of Proposing Firm

Signature of Authorized Representative

Matt Haney, President

Printed/Typed Name and Title of Authorized Representative

Date

10/22/24

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

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

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

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

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

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

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

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

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

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

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

Precision Concrete Cutting, Inc.

Name of Proposing Firm

Signature of Authorized Representative:

Matt Haney, President

Printed/Typed Name and Title of Authorized Representative

Date

10/22/24

**ATTACHMENT VII:
CERTIFICATION OF FAIR BUSINESS PRACTICES**

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

Precision Concrete Cutting, Inc.

Name of Proposing Firm

Signature of Authorized Representative

Matt Haney, President

Printed/Typed Name and Title of Authorized Representative

Date

10/22/24

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

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

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

Indicate the certification that applies to your corporation:

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

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

Type of Business (if not corporation):

☐ Sole Proprietorship

☐ Partnership

☐ Other

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

Precision Concrete Cutting, Inc.

Name of Proposing Firm

Signature of Authorized Representative

Matt Haney, President

Printed/Typed Name and Title of Authorized Representative

10/22/24
Date

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

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

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

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

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

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

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

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

Vendor to Sign Below to Attest to Validity of Certification:

NOT APPLICABLE

Precision Concrete Cutting, Inc.

Name of Proposing Firm

Signature of Authorized Representative

Matt Haney, President

Printed/Typed Name and Title of Authorized Representative

10/22/24
Date

ATTACHMENT X
NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS

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

(Attachment continued on next page)

(Attachment X: Cont.)

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

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

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

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

Precision Concrete Cutting, Inc.

Name of Proposing Firm



Signature of Authorized Representative

Matt Haney, President

Printed/Typed Name and Title of Authorized Representative

10/22/24

Date:

-OR-

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

Name of Proposing Firm

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

(Attachment continued on next page)

(Attachment X: Cont.)

DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

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

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

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

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

Precision Concrete Cutting, Inc.

Name of Proposing Firm

Signature of Authorized Representative

Matt Haney, President

Printed/Typed Name and Title of Authorized Representative

Date

-OR-

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

Name of Proposing Firm

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

(Attachment continued on next page)

(Attachment X: Cont.)

BOYCOTTING OF CERTAIN ENERGY COMPANIES

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

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

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

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

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

Precision Concrete Cutting, Inc.

Name of Proposing Firm



Signature of Authorized Representative

Matt Haney, President

Printed/Typed Name and Title of Authorized Representative

10/22/24
Date

-OR-

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

Name of Proposing Firm

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

NOT APPLICABLE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity. <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div>		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. <div style="border: 1px solid black; height: 20px; margin-top: 5px; text-align: center;">Name of Officer</div>		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <div style="margin-left: 40px;"> A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? <div style="display: flex; justify-content: space-around; width: 100%;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> <div style="margin-left: 40px; margin-top: 20px;"> B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? <div style="display: flex; justify-content: space-around; width: 100%;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. 		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> Signature of vendor doing business with the governmental entity <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div> </div> <div style="width: 35%; text-align: center;"> Date <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div> </div> </div>		