



**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

HQE Systems, Inc.
 (“**Contractor**”)
with offices located at
27348 Via Industria
Temecula, CA 92590

**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. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute

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

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

If to Contractor:

HQE Systems, Inc.
Attn: Qais Alkurdi
27348 Via Industria
Temecula, CA 92590
(800) 967-3036
contracts@HQESystems.com

Contractor's sales contact:

HQE Systems, Inc.
Attn: Qais Alkurdi
27348 Via Industria
Temecula, CA 92590
(800) 967-3036
contracts@HQESystems.com

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.

HQE Systems, Inc.



1/21/2025

Signature

Date

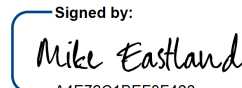
Rodney Rayle

Printed Name

Director of Contracts

Title

North Central Texas Council of Governments

Signed by:

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1/27/2025

Signature

Date

R. Michael Eastland
Executive Director

APPENDIX A
Statement of Work



A.1 Cover Letter & Statement of Understanding

To The North Central Texas Council of Governments Procurement Board,

HQE Systems, Inc. is a FEMA Certified Service-Disabled Veteran-Owned Small Business (SDVOSB) with its global headquarters in Temecula, CA, and its Project support office in North Charleston, SC. HQE Systems is pleased to submit a response to the North Central Texas Council of Governments (NCTCOG) request for an offer regarding the Gunshot Detection System. Since 2014, HQE Systems has been designing, developing, hosting, and maintaining Life Safety and Electronic Security Systems for a host of clients worldwide. Specifically, our Gunshot Detection and Location Services solution is utilized by all levels of government and private organizations.

HQE acknowledges NCTCOG solicitation for the Cooperative Purchasing Program. We understand the program's purpose is to enhance procurement efficiencies and deliver cost-effective solutions across the participating entities.

It is with great pleasure that we present you with the following response to provide NCTCOG with the Gunshot Detection System, including:

- ❖ A dedicated Gunshot Detection team with an experience similar in size and scope to this project
- ❖ A team that is certified and has the know-how to onboard, deploy, and maintain this project
- ❖ Instant gunshot detection and alerts enable faster law enforcement response
- ❖ A system that provides precise, real-time data on shot location and count for informed decisions
- ❖ A system that captures data to support investigations and serve as courtroom evidence
- ❖ A solution with unlimited 3rd party software & hardware* integration capabilities
- ❖ Full turn-key solution to include robust training and customer support

The Gunshot Detection System solution being offered for solicitation 2025-003 from HQE meets or exceeds all specifications of the stated requirements. HQE acknowledges, understands, and complies with all FARS, Scope, Requirements, and Instructions outlined in the document(s), the Statement of Work (SOW), amendments, and attachment(s) provided by NCTCOG. Proposal Validity: 90 Days

If you have any questions or concerns, please contact our dedicated team for this project:

Technical Issue POC:	Mr. David Ditto Contracts@HQESystems.com	Director of BD / Gunshot Detection System Expert (800) 967-3036 Ext 1109
Contract Issue POC:	Ms. Desiree Carr Contracts@HQESystems.com	Director of Administration (800) 967-3036 Ext 1107
Customer Support:	Ms. Nancy Trussell BD@HQESystems.com	Business Development Specialist (800) 967-3036 Ext 1113
Company Name:	HQE Systems, Inc.	
Address:	27348 Via Industria, Temecula, CA 92590	
Phone/Fax:	1 (800) 967-3036 / 1 (760) 645-7183	
DUNS/UEI Number:	079240822/YGCSL35ZWAD7	CA SB/DVBE: 2001433
CAGE Code:	72W82	SAM/WAWF: CERTIFIED/ACTIVE
Federal EIN:	46-4509670	SDVOSB:
CERTIFIED/ACTIVE		
VA VetsFirst:	CERTIFIED/ACTIVE	CSLB C7 LIC: 1087628/ACTIVE

Authorized Official,



Qais Alkurdi, CEO - Disabled Veteran/Retired



A.2 Why Our Customers Choose Us

HQE Systems, Inc. (HQE) is a FEMA-Certified Service-Disabled Veteran Owned Small Business (SDVOSB) with its global headquarters in Temecula, California. HQE was founded by service-disabled veterans who wanted to continue to serve our communities after honorably serving in the military. For a short period, the founders of HQE worked as Subject Matter Experts (SMEs) for our nation's largest technology companies. With the work ethics sharpened in the military and the technical knowledge gained from working in large technology companies, the founders of HQE decided to open its doors officially in 2014. Since then, HQE has grown to become an internationally recognized full-service technology company servicing over 1,000+ sites worldwide.



The value of HQE goes beyond just our technically superior offer and price. Since 2014, we have continued to solve problems for our clients through innovative software development and systems integration. Any company can offer a piece of equipment and install it. That's the easy part. However, very few are capable of integrating legacy technologies with modern systems. Ultimately, our new customers always become our longtime customers due to our ability to solve problems others won't touch. We solve problems!

A.3 Our Full In-House Technology Capabilities





TAB B: Key Personnel

B.1 Experience of Key Personnel: Resumes

QAIS ALKURDI - MILITARY VETERAN/RETIRED (HONORABLE SERVICE - COMM. TECHNICIAN)	
PROJECT ASSIGNED ROLE - CORPORATE MONITOR	HQE SYSTEMS, INC - MANAGEMENT TEAM
	<p>Executive leader for managing the overall project to ensure the project is executed to the specified standards.</p> <p>Significant Accomplishments: Mr. Alkurdi has 17+ years of direct experience managing complex Integrated Electronic Security Systems (ACS, CCTV, IDS), Mass Notification Systems (Outdoor Warning Sirens, Indoor Notification Systems, Electronic Notification Software, Gunshot Detection), and Software Engineering (artificial intelligence, deep machine learning, systems software) projects. He has personally managed organizations in the engineering, analysis, implementation, sustainment, and operational use of life safety systems.</p>
<p>TOP SECRET CLEARANCE, FULL BACKGROUND INVESTIGATION, ACTIVE CAC CARD</p>	
<p>HQE Systems, Inc. 2016–Present: Chief Executive Officer / Corporate Monitor</p> <p>Mr. Alkurdi is responsible for supervising and setting the trajectory of the enterprise software development company by developing objectives, leading and motivating employees, and overseeing all business activities to ensure they align with the overall strategy and mission of the company.</p> <p>Mr. Alkurdi served as the Electronic Security Systems (ESS) & Mass Notification Systems (MNS) Subject Matter Expert overseeing the design, implementation, and maintenance of the Government’s ESS and MNS, which included thousands of Video Surveillance, Intrusion Detection, Access Control, Outdoor Sirens, Indoor Public Address Systems, gunshot detection capabilities, dozens of System Controllers, and hundreds of miles of outdoor audio coverage. His extensive experience in these roles enables him to successfully monitor all projects for HQE.</p>	
DAVID DITTO - (ENGINEERING ASSOCIATION)	
PROJECT ASSIGNED ROLE - PROGRAM MANAGER	HQE SYSTEMS, INC - MANAGEMENT TEAM
	<p>Project leader for managing project design, installation, maintenance, and integration of Electronic Security, Mass Notification Systems, Systems Integration, and Software Engineering for clients worldwide.</p> <p>Significant Accomplishments: As a certified PMP, Mr. Ditto has 14+ years of direct experience managing complex Life Safety and Electronic Security Systems projects. As a Program Manager, Mr. Ditto has personally supervised over 10+ major contracts with a cumulative value of \$50 Million in the past 5 years.</p>
<p>TOP SECRET CLEARANCE, FULL BACKGROUND INVESTIGATION, ACTIVE CAC CARD</p>	
<p>HQE Systems, Inc. 2022–Present: Program Manager</p> <p>Mr. Ditto is a proven leader and critical thinker who has demonstrated excellent program management, project management, and systems engineering skills during professional experiences in multiple industries. Resourceful problem solver with the ability to identify complete solutions by using proven engineering strategies and working effectively with project teams. Task-oriented and has shown the capability to lead professional engineering teams to successfully complete high-priority tasks within limited schedule and budget requirements.</p>	



CHARLES LEWIS - MILITARY VETERAN (HONORABLE SERVICE - COMM. TECHNICIAN)

PROJECT ASSIGNED ROLE - PROGRAM MANAGER

HQE SYSTEMS, INC - MANAGEMENT TEAM



Project leader for managing project design, installation, maintenance, and integration of Electronic Security, Mass Notification Systems, Systems Integration, and Software Engineering for clients worldwide.

Significant Accomplishments: As a certified PMP, Mr. Lewis has 27+ years of direct experience managing complex Communications, Electronic Security, Gunshot Detection Systems, and Outdoor Warning Siren projects. As a Program Manager, Mr. Lewis has personally supervised over 10+ major contracts with a cumulative value of \$30 Million in the past 5 years.

TOP SECRET CLEARANCE, FULL BACKGROUND INVESTIGATION, ACTIVE CAC CARD

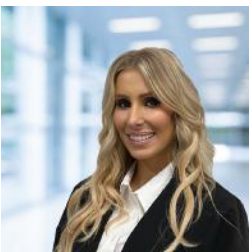
HQE Systems, Inc. 2022–Present: Program Manager

Oversee daily operations of the Installation Division and staff. Collaborate with internal stakeholders on requests for proposals (RFPs), estimates, change orders, the scope of work, project milestones, and life cycle management. Develop and implement policies and standard operating procedures (SOP). Support and train junior project managers and supervisors to review milestones, ensure proper utilization of resources, monitor quality, and manage schedules. Collaborate with Business Development staff and utilize a professional network to ensure potential opportunities are captured. Conduct site visits for surveys and quality control.

Rachel Hatcher - CERTIFIED SCRUM MASTER

PROJECT ASSIGNED ROLE - LEAD PROJECT MANAGER

HQE SYSTEMS, INC - PMP CERTIFIED



Provides detailed oversight of the schedule, technical staff, and deployment of the Electronic Security Systems, Mass Notification Systems, Systems Integrations, and Software Engineering services.

Significant Achievements: Ms. Hatcher is a seasoned professional with 15+ years of expertise in project management, strategic planning, and risk assessment. She excels in program development, technical support, and administration, ensuring customer satisfaction and team leadership. Her strengths encompass regulatory compliance, meticulous reporting, data management, and process improvement, demonstrating a versatile skill set that includes rapid deployment.

CLEARED PERSONNEL, FULL BACKGROUND INVESTIGATION, ACTIVE CAC CARD

HQE Systems, Inc. 2023–Present: Lead Project Manager

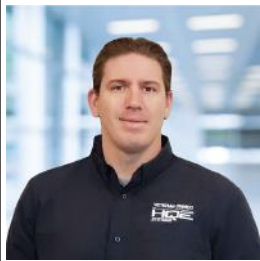
Ms. Hatcher, a certified PMP professional, brings a dedicated focus on delivering complex IT and construction projects within budget and on schedule, aligning seamlessly with the field of mass notification. She possesses a distinctive talent for overseeing the implementation of technology solutions and executing project management strategies. Ms. Hatcher excels in analyzing new and intricate project-related challenges and formulating innovative plans encompassing scheduling, technology, methodology, tools, and solution components. With a track record of instrumental contributions, she has effectively managed projects spanning IT infrastructure, software development, and construction, demonstrating her expertise in navigating projects from initiation to completion. Her leadership extends to skillfully guiding cross-functional teams, coordinating resources, and ensuring effective communication throughout the project lifecycle, making her an asset in the realm of mass notification systems.



Charles West - MILITARY VETERAN (HONORABLE SERVICE - SPECIAL FORCES)

PROJECT ASSIGNED ROLE - SUPPLIER MANAGEMENT

HQE SYSTEMS, INC - SENIOR FIELD ENGINEER



Engineering Quality Control and Quality Assurance. Provides CAD Engineering services when required. Manages supply throughput and provides liaison support to the OEM.

Significant Accomplishments: Mr. West has 5+ years of direct experience in field engineering, CAD engineering, and project management. Mr. West was personally involved and was a leader in a major Life Safety and Electronic Security Systems design, upgrade, and maintenance for the United States Marine Corps. With over 1,000+ endpoints, Mr. West successfully performed the duties of the field engineer to ensure all equipment, labor, and systems testing were delivered, executed, and turned over to the Government on time and as directed.

TOP SECRET CLEARANCE, FULL BACKGROUND INVESTIGATION, ACTIVE CAC CARD

HQE Systems, Inc. 2019–Present: Field Engineer

Mr. West is responsible for supervising and leading installation teams in the performance of the current installation or maintenance contract. Mr. West also acts as the direct liaison to the customer during all periods of performance to facilitate communications and deconflict and mitigate any questions or issues that may arise. As a primary liaison between HQE and the OEM, Mr. West ensures that all hardware and software required for the project are available, up-to-date, and prepared for the project. Mr. West is also the Computer-Aided Design (CAD) specialist for HQE and supports the design and development process for all Gunshot Detection System installs.

Kevin Ford - MILITARY VETERAN (HONORABLE SERVICE - NETWORK TECHNICIAN)

PROJECT ASSIGNED ROLE - LEAD FIELD ENGINEER

HQE SYSTEMS, INC - MANAGEMENT TEAM - FIELD ENGINEER



Provides detailed oversight of the schedule, technical staff, and deployment of the Electronic Security Systems, Mass Notification Systems, Systems Integrations, and Software Engineering services.

Significant Achievements: Mr. Ford has over 12 years of Outdoor Weather Siren and Indoor Mass Notification experience, with over 10 years of Life Safety and Electronic Security Systems Technologies integration experience. Additionally, Mr. Ford holds over 14 years of project management experience leading multiple teams to the successful completion of strategic Department of Defense (USMC, USN, USAF) projects.


SECRET CLEARANCE, FULL BACKGROUND INVESTIGATION, ACTIVE CAC CARD


HQE Systems, Inc. 2018–Present: Lead Project Manager

Mr. Ford performs a wide variety of duties in support of Gunshot Detection System projects for the Department of Defense. Mr. Ford has comprehensive experience reading blueprints, wiring diagrams, schematic drawings, and engineering instructions to assist the Lead Technician with project planning and implementation. In addition to these duties, Mr. Ford performs testing and diagnostic analysis of Life Safety and Electronic Security System equipment for operational capability and functionality for new installations and existing ones. He is responsible for creating reports and recording data compiled from multiple testing techniques. For existing installations, Mr. Ford uses this testing and diagnostics experience to identify and correct faults while troubleshooting ESS equipment. His ESS area of expertise includes working with Gunshot Detection Systems.

Andrew Hernandez (VOLUNTEER CERT SERVICE)



PROJECT ASSIGNED ROLE - LEAD TECHNICIAN	HQE SYSTEMS, INC - TECHNICIAN TEAM
	<p>Lead Technician provides supervision of the technical team and is the first line of supervision for the project. Ensures that all solutions are properly bench-tested, prepared for shipment, installed properly on-site and provides test, turnover, and training to the client.</p> <p>Significant Accomplishments: Mr. Hernandez has 8+ years of direct experience working on designing, installing, maintaining, and integrating Electronic Security Systems (ACS, CCTV, IDS), Mass Notification Systems (Outdoor Warning Sirens, Gunshot Detection Systems, Indoor Notification Systems). Mr. Hernandez has successfully managed multiple ESS and MNS projects.</p>
<p>SECRET CLEARANCE PENDING, FULL BACKGROUND INVESTIGATION, ACTIVE CAC CARD</p>	
<p>HQE Systems, Inc. 2017–Present: Lead Installation Technician</p> <p>Mr. Hernandez performs a wide variety of duties in support of Life Safety and Electronic Security Systems projects. Mr. Hernandez is responsible for reading blueprints, wiring diagrams, schematic drawings, and engineering instructions to assist the Project Manager with project planning and implementation. In addition to these duties, Mr. Hernandez performs testing and diagnostic analysis of Gunshot Detection System equipment for operational capability and functionality for new installations and existing ones. He is responsible for ensuring all infrastructure for ESS & MCS was installed properly. This included mounting exterior and interior conduits for cable pathways, mounting exterior and interior speakers, penetrating exterior, and interior walls for cable pathways, etc. Part of his infrastructure duties is to ensure proper power was applied to all systems.</p>	

FERNANDO ABUNDIS - MILITARY VETERAN (HONORABLE SERVICE - COMM. TECHNICIAN)	
PROJECT ASSIGNED ROLE - TECHNICIAN	HQE SYSTEMS, INC - TECHNICIAN TEAM
	<p>Expert Technician that will conduct bench-tests, preparation of supplies/materials, properly installing the solution. To include post-project testing of the solution, training to the clients, and other on-the-ground project requirements.</p> <p>Significant Accomplishments: Mr. Abundis has 5+ years of direct experience working on designing, installing, maintaining, and integrating ACS, IDS, Gunshot Detection Systems, Outdoor Weather Sirens, and Indoor Mass Notification Systems. Recently Mr. Abundis successfully completed an 18 Outdoor Weather Sirens installation in Fairbanks, Alaska.</p>
<p>SECRET CLEARANCE, FULL BACKGROUND INVESTIGATION, ACTIVE CAC CARD</p>	
<p>HQE Systems, Inc. 2017-Present: Installation Technician</p> <p>Mr. Abundis is an experienced installation technician with a wide variety of skills. Mr. Abundis ensures Life Safety and Electronic Security System installation daily tasks are completed efficiently and effectively with little guidance from the Lead Technician. He is responsible for assuring all Gunshot Detection System infrastructure for a project is installed according to customer specifications. This includes mounting conduit pathways for cabling, terminating cables at their respective components, testing and op-checking functionality of Gunshot Detection System equipment, replacing faulty equipment as identified, etc. Mr. Abundis has key experience installing Life Safety and Electronic Security Systems and has successfully completed dozens of ESS installations worldwide.</p>	



JOE CASTLE - COMMUNITY VOLUNTEER (HOMELESS VETERANS SHELTERS)

PROJECT ASSIGNED ROLE - TECHNICIAN

HQE SYSTEMS, INC - TECHNICIAN TEAM



Expert Technician who will conduct bench-tests, preparation of supplies/materials, and properly install the solution. To include post-project testing of the solution, training to the clients, and other on-the-ground project requirements.

Significant Accomplishments: Mr. Castle has 10+ years of direct experience working on designing, installing, maintaining, and integrating Mass Notification Systems (Outdoor Warning Sirens, Gunshot Detection Systems, Indoor Notifications, and Electronic Notification Software). Mr. Castle has personally installed over 500+ MCS endpoints.

Languages: English, Spanish, Korean(Fluent written & oral)

CLEARANCE SUBMITTED, FULL BACKGROUND INVESTIGATION, ACTIVE CAC CARD

HQE Systems, Inc. 2021-Present: Installation & Maintenance Technician

Mr. Castle is an experienced installation technician with a wide variety of skills. Mr. Castle ensures Gunshot Detection System installation daily tasks are completed efficiently and effectively with little guidance from the Lead Technician. He is responsible for assuring all Life Safety and Electronic Security Systems infrastructure for a project is installed according to customer specifications. This includes mounting conduit pathways for cabling, terminating cables at their respective components, testing and op-checking functionality of MCS equipment, replacing faulty equipment as identified, etc. Mr. Castle has key experience installing Mass Notification Systems (Outdoor Warning Sirens, Gunshot Detection System, Indoor Notifications, and Electronic Notification Software) and has successfully completed dozens of Life Safety and Electronic Security System installations worldwide.

JAIME JAUREGUI - MILITARY VETERAN (HONORABLE SERVICE - COMM. TECHNICIAN)

PROJECT ASSIGNED ROLE - TECHNICIAN

HQE SYSTEMS, INC - TECHNICIAN TEAM



Expert Technician who will conduct bench-tests, preparation of supplies/materials, properly installing the solution. To include post-project testing of the solution, training to the clients, and other on-the-ground project requirements.

Significant Accomplishments: Mr. Jauregui has 13+ years of direct experience working on designing, installing, maintaining, and integrating Mass Notification Systems (Outdoor Warning Sirens, Gunshot Detection System, Indoor Notifications, and Electronic Notification Software). Mr. Jauregui has personally installed over 1,500+ MCS endpoints.


Languages: English, Spanish (Fluent written & oral)


SECRET CLEARANCE, FULL BACKGROUND INVESTIGATION, ACTIVE CAC CARD

HQE Systems, Inc. 2021-Present: Installation & Maintenance Technician


Mr. Jauregui is an experienced installation technician with a wide variety of skills. Mr. Jauregui ensures Gunshot Detection System installation daily tasks are completed efficiently and effectively with little guidance from the Lead Technician. He is responsible for assuring all Life Safety and Electronic Security Systems infrastructure for a project is installed according to customer specifications. This includes mounting conduit pathways for cabling, terminating cables at their respective components, testing and op-checking functionality of Gunshot Detection Systems equipment, replacing faulty equipment as identified, etc. Mr. Jauregui possesses key experience with installing Mass Notification Systems (Outdoor Warning Sirens, Gunshot, Detection Systems, Indoor Notifications, and Electronic Notification Software) and has successfully completed dozens of MCS installations worldwide.




DOMINICK ANDERSON - MILITARY VETERAN (HONORABLE SERVICE - COMM. TECHNICIAN)	
PROJECT ASSIGNED ROLE - TECHNICIAN	HQE SYSTEMS, INC - TECHNICIAN TEAM
	<p>Expert Technician that will conduct bench-tests, preparation of supplies/materials, properly installing the solution. To include post-project testing of the solution, training to the clients, and other on-the-ground project requirements.</p> <p>Significant Accomplishments: Mr. Anderson has 10+ years of direct experience working on designing, installing, maintaining, and integrating Mass Notification Systems (Outdoor Warning Sirens, Gunshot Detection Systems, Indoor Notifications, and Electronic Notification Software). Mr. Anderson has personally installed over 1,100+ MCS endpoints.</p>
SECRET CLEARANCE, FULL BACKGROUND INVESTIGATION, ACTIVE CAC CARD	
<p>HQE Systems, Inc. 2022-Present: Installation & Maintenance Technician</p> <p>Mr. Anderson is an experienced installation technician with a wide variety of skills. Mr. Anderson ensures Gunshot Detection System installation daily tasks are completed efficiently and effectively with little guidance from the Lead Technician. He is responsible for assuring all Gunshot Detection System infrastructure for a project is installed according to customer specifications. This includes mounting conduit pathways for cabling, terminating cables at their respective components, testing and op-checking functionality of Life Safety and Electronic Security System equipment, replacing faulty equipment as identified, etc. Mr. Anderson possesses key experience with installing Mass Notification Systems (Outdoor Warning Sirens, Gunshot Detection Systems, Indoor Notifications, and Electronic Notification Software) and has successfully completed dozens of MCS installations worldwide.</p>	

CURTIS CANEPA - VOLUNTEER (CERT / EMS)	
PROJECT ASSIGNED ROLE - TECHNICIAN	HQE SYSTEMS, INC - TECHNICIAN TEAM
	<p>Expert Technician that will conduct bench-tests, preparation of supplies/materials, and properly install the solution. To include post-project testing of the solution, training to the clients, and other on-the-ground project requirements.</p> <p>Significant Accomplishments: Mr. Canepa has 5+ years of direct experience working on designing, installing, maintaining, and integrating Mass Notification Systems (Outdoor Warning Sirens, Gunshot Detection Systems, Indoor Notifications, and Electronic Notification Software). Mr. Canepa has personally installed over 300+ endpoints.</p>
CLEARANCE SUBMITTED, FULL BACKGROUND INVESTIGATION, ACTIVE CAC CARD	
<p>HQE Systems, Inc. 2020–Present: Installation & Maintenance Technician</p> <p>Mr. Canepa is an experienced installation technician with various skills. Mr. Canepa ensures Gunshot Detection System installation daily tasks are completed efficiently and effectively with little guidance from the Lead Technician. He is responsible for assuring all Gunshot Detection System infrastructure for a project is installed according to customer specifications. This includes mounting conduit pathways for cabling, terminating cables at their respective components, testing and op-checking functionality of Life Safety and Electronic Security System equipment, replacing faulty equipment as identified, etc. Mr. Canepa has key experience installing Mass Notification Systems (Outdoor Warning Sirens, Gunshot Detection Systems, Indoor Notifications, and Electronic Notification Software) and has successfully completed dozens of MNS installations worldwide.</p>	



JAVIER LOPEZ - (KIDS TECH VOLUNTEER) - FULL-STACK SOFTWARE EXPERT	
PROJECT ASSIGNED ROLE - SOFTWARE ENGINEER	HQE SYSTEMS, INC - SOFTWARE TEAM
	<p>Software Engineer with experience in full stack development, systems engineering, systems programming, and other development engineering tasks for major projects.</p> <p>Significant Accomplishments: Mr. Lopez is an experienced Aerospace & Defense software engineer with over 9+ years of hands-on systems programming and cyber security experience working on sensitive U.S. government projects. He has successfully designed and developed custom software for hardware systems monitoring and activation for major Life Safety and Electronic Security Systems utilized by the U.S. Government.</p>
TOP SECRET CLEARANCE, FULL BACKGROUND INVESTIGATION, ACTIVE CAC CARD	
<p>HQE Systems, Inc. 2022-Present: Full Stack Program Developer and Engineer</p> <p>Mr. Lopez is experienced in conducting information system security research, testing, and analysis to correlate router configurations with logical network maps. Learned proper troubleshooting techniques for Windows systems and satellite communications equipment. Deployed high-availability satellite communications infrastructure necessary for operational command and control. Set up server and administrator privileges and restrictions for users using Windows Server 2012.</p>	

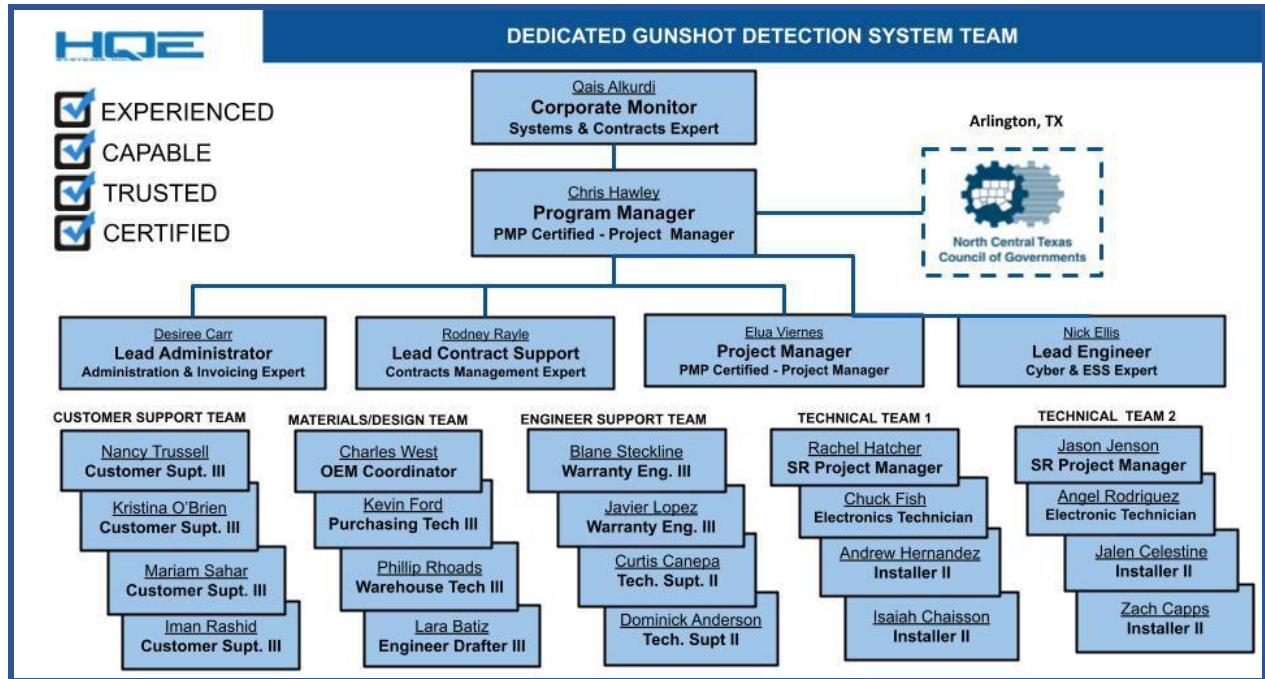
Desiree Carr - MILITARY VETERAN (HONORABLE SERVICE - MILITARY POLICE)	
PROJECT ASSIGNED ROLE - CUSTOMER SUPPORT	HQE SYSTEMS, INC - CUSTOMER SUPPORT TEAM
	<p>Project Customer Service Manager.</p> <p>Significant Accomplishments: Mrs. Carr has 6+ years of direct experience providing 24/7/365 customer support. As the lead customer support representative, Mrs. Carr has implemented a hassle-free customer support system that ensures all trouble tickets are resolved on time with the highest level of customer satisfaction.</p>
SECRET CLEARANCE, FULL BACKGROUND INVESTIGATION, ACTIVE CAC CARD	
<p>HQE Systems, Inc. 2017–Present: Business Development Specialist/Customer Service Manager</p> <p>Mrs. Carr provided personable and knowledgeable IT support to customers with various hardware and software-related issues. Mrs. Carr provided in-depth technical support to clients at a Tier 2 level, solving 99.2% of issues without transferring to Tier 3 support. Mrs. Carr coordinated with Level 1 technical support specialists to take over calls outside their level of support and assist customers with more complex technical issues requiring a greater level of personalized care and in greater length. In some situations, Mrs. Carr escalated support desk tickets to Level 3 in the most crucial circumstances after considerable time had been spent on a single ticket. Additionally, Mrs. Carr onboards and trains all incoming junior tech support specialists.</p>	



B.2 Qualifications of Dedicated Project Team

HQE’s Key Personnel include company officers, directors, and associates who have over 155+ years of Mass Notification Systems engineering design, installation, and maintenance experience. All our leadership and key personnel have maintained TOP SECRET and SECRET security clearances and have direct experience servicing Mass Notification and Gunshot Detection Systems.

Dedicated Staff To This Project

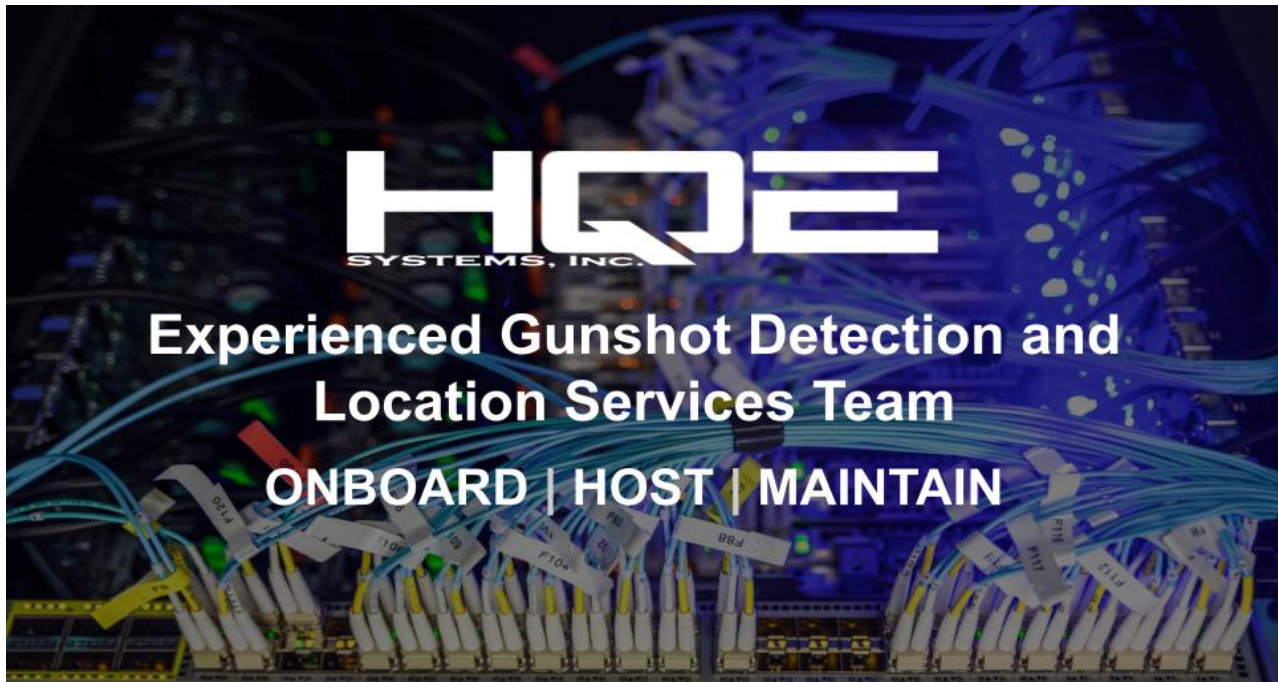


Line	Project Staff	Key Responsibilities For The Project
1	Mr. Qais Alkurdi	Corporate Monitor - Systems and Contracts Management Subject Matter Expert
2	Mr. David Ditto	PMP Certified Program Manager - Primary POC to NCTCOG
3	Mr. Chuck Lewis	PMP Certified Program Manager - Quality Control (QC) and Quality Assurance (QA)
4	Mr. Nick Ellis	Engineering Manager - Systems Integrations, Cyber, and Systems Security
5	Ms. Desiree Carr	Customer Account Manager - Customer Support and Contract Coordination
6	Mr. Rodney Rayle	Support Services Manager - Provides Materials and Engineering Support
7	Mr. Charles West	Field Engineer - Coordinates With All OEMs To Meet Project Milestones & Timelines
8	Mr. Jaime Jauregui	Purchasing Tech - Procures All Materials To Meet The Project Schedule
9	Mr. Phillip Rhoads	Warehouse Tech - Prepares and Ships All Tools, Materials, and Equipment
10	Ms. Lara Batiz	Engineering Drafter - Provides All Technical Drawings, As-Builts, Documents
11	Mr. Javier Lopez	Software Engineer - Provides All Software Engineering Support To The Project
12	Mr. Jason Jenson	SR Project Manager - Supervises Technical Team 2 & Provides Customer Support
13	Mr. Kevin Ford	Field Engineer - Ensures All Systems Installed Meet OEM Engineering Standards
14	Mr. Dominick Anderson	Technician - Provides All Installations, Upgrades, and Maintenance Support
15	Mr. Joe Castle	Technician - Provides All Installations, Upgrades, and Maintenance Support
16	Ms. Rachel Hatcher	Project Manager - Supervises Technical Team 1 & Provides Customer Support
17	Mr. Andrew Hernandez	Field Engineer - Ensures All Systems Installed Meet OEM Engineering Standards
18	Mr. Fern Abundis	Technician - Provides All Installations, Upgrades, and Maintenance Support

Note: HQE’s dedicated team deployed to the worksite will be from this dedicated team



B.3 Credentials Of HQE’s Dedicated Gunshot Detection and Location Services Team



	Experience To Enable Project Success	Qais Alkurdi	David Ditto	Charles Lewis	Nick Ellis	Charles West	Kevin Ford	Andy Hern.	Fern Abundis	Rachel Hatcher	DJ Ander.	Curtis Canepa	Javier Lopez	Desiree Carr
1	Military Veteran	X		X	X	X	X	X	X		X			X
2	MNS Expert	X	X	X	X	X	X	X	X	X	X	X		
3	Formal Education	X	X	X	X	X	X	X	X	X	X		X	X
4	Project Management	X	X	X	X	X	X	X	X	X	X		X	X
5	Microsoft Office Suite	X	X	X	X	X	X	X	X	X	X	X	X	X
6	MNS Full Systems Design	X	X	X	X	X	X	X	X	X	X			
7	MNS Installation	X	X	X	X	X	X	X	X	X	X	X		
8	MNS Maintenance	X	X	X	X	X	X	X	X	X	X	X		
9	MNS Upgrades	X	X	X	X	X	X	X	X	X	X	X	X	
10	MNS Programming	X	X	X	X	X	X	X	X	X	X		X	
11	Remote Troubleshooting	X	X	X	X	X	X	X	X	X	X	X		
12	Analog Systems Upgrades	X	X	X	X	X	X		X	X			X	
13	Digital Systems Scaling	X	X	X	X	X		X		X		X	X	
14	Network Security	X	X	X	X	X	X	X	X	X	X		X	X
15	IP Based Systems	X	X	X	X	X	X	X	X	X	X	X	X	
16	Fiber Optics Cabling	X	X	X	X	X	X	X	X	X	X	X	X	
17	CAT Cabling / POE	X	X	X	X	X	X	X	X	X	X	X	X	
18	Media Cards / Switches	X	X	X	X	X	X	X	X	X	X	X	X	
19	Security Software	X	X	X	X	X	X	X		X	X	X	X	
20	Network Servers	X	X	X	X	X	X	X	X	X	X	X	X	
21	SAP Security Technology	X	X	X	X	X	X	X	X	X	X	X	X	X

Note: The above experience is assessed by HQE’s management team for proficiency and understanding.



TAB C: References

Over the past three years, HQE has designed, implemented, and successfully handed over numerous projects worldwide. Our success has been built on our capabilities to be of value to our clients by providing the needed service at the right phase of the client’s requirements. From small to major projects, HQE has participated in every phase of the requirements lifestyle. The below graphic depicts projects for which HQE was directly responsible for successfully completing the project. In the past 3 years, HQE has deployed multiple teams worldwide to earn a 5-star customer service rating in the Department of Defense’s performance rating.

- ❖ **General Consulting:** Providing subject matter expertise to conduct gap analysis and design a partial or complete solution requirement that can be utilized to purchase a solution.
- ❖ **Project Management:** Providing oversight and operations management services to oversee a specified project.
- ❖ **Installation & Upgrades:** Providing hardware, software, and integration services for new capabilities. When requested, upgrade the current legacy system in place.
- ❖ **Maintenance & Sustainment:** Providing scheduled preventative and corrective maintenance. To include on-call service support for systems in place.
- ❖ **Full Turn-Key Projects:** Providing full-service support from start to finish of single or multiple projects. HQE’s value to the client is that with our in-house design, engineering, installation, and software team, we can accomplish any size and scope project our clients require.




Note: All product names, logos, and brands are the property of their respective owners. All company, product, and service names used in this proposal are for identification purposes only. Use of these names, logos, and brands does not imply endorsement.



C.1 References

1	U.S. Navy & Marines Corps	Past Performance Contract General Project Description
		<ul style="list-style-type: none"> ❖ Project Scope: Provided the U.S. Marine Corps with a comprehensive, unified mass communications system capable of issuing active shooter alerts, as well as notifications for weather, civil unrest, and other emergencies. This system includes electronic alerting, outdoor warning sirens, indoor public addresses, digital panic buttons, and alert devices in California, N. Carolina, S. Carolina, Arizona, Virginia, Washington D.C., Hawaii, Japan, and S. Korea). This solution covers all K-12 schools, early development centers, hospitals, government offices, and training areas for over 800K personnel. ❖ Project Complexities: Integrate Electronic Security System into complex military communication and security IT infrastructure, installing ESS endpoints and Giant Voice into sensitive military sites that required detailed planning with multiple stakeholders ❖ Project Period: June 2018 - Present ❖ Project Value: \$4,805,496+
<p>POC: Robert Brown - Program Director 843.990.2122 robert.k.brown1@ctrnavy.mil</p>		
2	Town of Paradise, CA	Past Performance Contract General Project Description
		<ul style="list-style-type: none"> ❖ Project Scope: Provided a comprehensive alerting solution for active shooter, weather, civil unrest, and other emergencies. This system includes electronic alerting software with the capability to alert outdoor warning sirens and integrated CCTV cameras. Built-in capability to integrate all indoor spaces for future expansion. ❖ Project Complexities: The system has to meet FEMA funding requirements i.e. offered at the ideal budget, lowest cost point per variance) ❖ Project Period: May 2023 ❖ Project Value: \$1,964,000+
<p>POC: Brian Solecki - Program Manager, 530.872.6291 x165, bsolecki@townofparadise.com</p>		
3	Orlando, FL	Past Performance Contract General Project Description
		<ul style="list-style-type: none"> ❖ Project Scope: Provided unified mass communications system for active shooter, weather, civil unrest, and other emergencies. This system includes electronic alert notification software and outdoor and indoor mass communications hardware. In addition, provided upgrades to mobile mass communications trailers. ❖ Project Complexities: SiSA was installed to interface with new SiRcom systems as well as aging existing remote speaker locations. HQE's team has been working with the UCF customer to upgrade each system to SiRcom as required. ❖ Project Period: May 2022 - Present ❖ Project Value: \$210,000+
<p>POC: Joe Thalheimer - Director, 407.882.7111, joseph.thalheimer@ucf.edu</p>		



	DISA	Past Performance Contract Project Description
4		<ul style="list-style-type: none"> ❖ Project Scope: DISA required the installation of public address system equipment for a Mass Notification System, with active shooter alerts, pre-recorded messages and announcements, that is compatible with the fire alarm system and has a Paging interface (including SiRcom Central Control Station PC and SiSA Software, 30 Ceiling Speakers, 10 Exterior Horns) ❖ Project Complexities: Maintaining the existing system operational while a new system was being installed and without any as-built drawings. ❖ Project Period: January 2022 - February 2022 ❖ Project Value: \$186,567.96
<p>POC: Guy Wells - guy.w.wells.civ@mail.mil - (303) 224-1665</p>		

Note: The information above identified as value is assumed perceived value by the proposer. For multiple contracts, all details, budgets, and timelines are aggregated and may have multiple POCs even if only a single POC is identified.



TAB D: Project-Related Experience and Qualifications

The following information demonstrates that HQE has studied, assessed, and developed achievable and sustainable solutions to ensure the success of this project. In accordance with NCTCOG's request for a written response detailing HQE Systems Inc.'s ability to meet the requirements outlined in Section 5.2 of the Specifications, we have provided the following chart. HQE's senior management team, the dedicated lead project manager, engineers, and technicians have developed a fully comprehensive plan of action for every scope of work specification. Note that any contractual terms will be adhered to in addition to providing the specified requirements by NCTCOG.

#	NCTCOG Requirements	HQE Systems Inc. Response
5.2.1	Provide a general explanation and chart which specifies project leadership and reporting responsibilities, and how the team will interface with the Customer's project management and team personnel.	HQE has a dedicated project management team led by a certified Project Manager (PM) with extensive experience in deploying security systems, including gunshot detection solutions. Please refer to Section B.2 for HQE's Qualifications of Dedicated Project Team which includes HQE's organizational chart.
5.2.2	Any goods or services not outlined in the Scope of Work that you wish to offer.	In addition to the gunshot detection systems, HQE offers supplementary services, including system integration with existing video surveillance systems, AI-driven threat detection analytics, and advanced cybersecurity measures to protect sensitive data. HQE also offers post-incident data analysis, which includes a detailed breakdown of events and a forensic review of system performance. Additionally, we provide ongoing training services for security personnel to maximize the effectiveness of the gunshot detection systems.
5.2.3	Any major requirements that cannot be met by your firm.	HQE can meet all the requirements outlined in the RFP. There are no major requirements that we are unable to fulfill. Our technology and service offerings are fully compliant with the requested specifications and standards.
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.	HQE operates from multiple locations, with its headquarters in Temecula, CA. We have additional support offices in Dallas, TX, and Charleston, SC, allowing us to effectively serve customers across different regions. For projects in the North Central Texas area, the Dallas office will serve as the primary point of contact, ensuring rapid response times and localized support.
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.	HQE is a technology solutions provider with 86 employees and over 15 years of experience in deploying security and emergency management systems. We specialize in gunshot detection, video management systems, and emergency mass notification systems. Our clients include government agencies such as the State of Alaska, Marine Corps Bases, and municipalities like the City of Galveston, TX. HQE has a proven track record of delivering reliable security solutions



		under tight deadlines, with 95-99% message delivery rates in emergency situations.
5.2.6	Describe your invoicing process. Payment terms? Is payment by credit card accepted?	HQE uses a transparent and structured invoicing process. We issue invoices monthly, based on project milestones or deliverables as defined in the contract. Payment terms are typically Net 30, but we are flexible and open to discussing terms that suit the Customer's needs. We do accept payments by credit card, electronic transfer, ACH payments, and checks. Invoices include detailed breakdowns of services rendered, equipment costs, and any applicable taxes or fees.
5.2.7	Include a list of no more than five (5) similar contracts awarded within the last 5 years.	We have installed and continue to support SiSA systems with active shooter alerts at multiple U.S. Navy & Marines Corps based worldwide, Town of Paradise, CA., the University of Central Florida, and the Defense Information Systems Agency. Please refer to section C.1 for HQE's past performance.
5.2.8	Identify any contracts within the past three years that were terminated due to non-performance.	HQE has had no contracts terminated due to non-performance in the past three years. All contracts have been completed successfully, meeting or exceeding client expectations.
5.2.9	State the warranty and length of same that may apply to the goods or services you are proposing.	HQE offers a comprehensive warranty on all gunshot detection systems, covering both hardware and software components. The warranty is valid for 12 months from the date of installation, with the option to extend for additional years through a maintenance and support contract. Our warranty covers any system defects or malfunctions, with guaranteed response times for service requests. Extended warranties and service plans are available for up to 5 years.



TAB E: Technical Proposal

In response to NCTCOG's request for detailed capabilities, knowledge, and skills related to the deliverables and expectations outlined in Section 5.1 of the Specifications, HQE has prepared the following comprehensive answers. This chart provides clear and thorough responses to each question, demonstrating HQE's expertise in providing advanced gunshot detection systems. The responses address key aspects of the proposed technology, operational requirements, implementation strategies, and compliance with the specifications of the RFP. Each response highlights HQE's ability to deliver a reliable, scalable solution that meets the specific needs of NCTCOG and its associated entities.

#	NCTCOG Requirements	HQE Systems Inc. Response
5.1.1	Describe the proposed technology and how it works (including hardware and software).	<p>The EAGL Technology Gunshot Detection Sensors consist of Indoor, Outdoor, Body-Worn, and Mobile devices that function in a unique way that creates a sensor that is fast, accurate to 99.9997%, and simple to install/deploy.</p> <p>The indoor devices, called TALON, are typically battery operated (with a 5-year battery life) and communicate using a proprietary, encrypted wireless link. Making them very simple to install and maintain with limited infrastructure needs which contributes to a large cost savings.</p> <p>Outdoor sensors, called DragonFly, are like the indoor Talon being both wireless and battery operated (7-year battery life) with the addition of cellular communication options and a solar panel for charging. There are also the body-worn, BlueFly, and vehicle-based, TransitFly, devices.</p> <p>EAGL Technology's patented gunshot identification is based on energy detection and multi-part authentication techniques and does not use audio as other gunshot detection sensors. Because EAGL's patented technology uses energy and not audio to detect and verify a gunshot, it is much less prone to environmental and situational interference, such as from extraneous sound and light, and the accuracy and distance reach are the top in the industry with a 1-2 second response and a coverage area from 31,000sqft indoors to over 785,000sqft outdoors.</p> <p>The sensors function as follows: essentially the sensors are asleep to conserve power unless self-testing and/or reporting the detection of an energy-based gunshot event. Once any energy event takes place, the sensor is instantly awake and examines the digital waveform for several characteristics typically only seen in the energy created by the muzzle blast of a gun or rifle. The first characteristic is the energy level, which must surpass a base threshold before the sensor performs the next steps. Once that threshold is met, the sensor then</p>



		<p>looks for specific markers within the energy’s digital waveform that take place only when a real gun discharges. If the sensor identifies those markers, a portion of the digital waveform is then passed to the EAGL system. The EAGL System then uses patented mathematical algorithms to further inspect the digital waveform which, if a gunshot, will then verify to a Six-Sigma (99.999997%) rate of accuracy. However, the system does not stop there, it then subjects the “signature” from the digital waveform to further scrutiny and filtering based on an internal mechanism called a “Sequencer” which can verify the “Fingerprint” and mark it as Pass/Fail.</p> <p>Once past all the scrutiny within the EAGL Solution, and if a gunshot was truly detected, EAGL utilizes its patented automation platform, called “Adaptive Response”, to perform pre-determined functions such as locking areas down, controlling lighting, making audible announcements, sending information in Text, Email, Voice Calls, E911, Satellite Imagery, Enhanced Digital Floor Maps, Camera access, live alarms, accessible over any browser-based device. Additionally, the system delivers detailed information to any other standard-based system as required through our standard API interface included in the system.</p> <p>Since the EAGL System is an Emergency Automation Platform, the aim is to eliminate the time lost during most emergencies by providing all of the information to all who need it, in every format possible, while performing functions to substantially slow the bad part of the event – giving both the people in harm’s way and those responding extra time – all while delivering the tools and enhanced situational awareness to all that need it.</p> <p>The EAGL System can also give a triangulated position of a gunshot with an accuracy of 6 feet or give the flight path (Trajectory) of the projectile.</p>
5.1.2	<p>What kind of weapons can be detected (knives, guns, IED, etc.)?</p>	<p>The EAGL Emergency Automation Platform has an assorted array of triggers and inputs that can be used for custom activation that can cover both mundane and emergency responses. The System can use our patented indoor/outdoor/body-worn/vehicle-based Gunshot detection sensors for the detection of any firearm discharge with an accompanying ID (Rifle, Handgun, Shotgun) and it can use camera based AI, using direct integration, that can detect brandished weapons such as a gun or rifle, and knives, as well as fights, slip and fall, intrusion, smoke, fire, and even both license plate and facial recognition.</p> <p>In addition to all of those activation capabilities, the EAGL solution also offers wireless panic buttons, wireless emergency pull stations, Smart Phone Apps, and even Vape sensors are among the systems</p>



		offering which allow the solution to be leveraged for multiple uses.
5.1.3	What kind of sounds can be detected?	The EAGL System does not use sound as a detection source. Our patented gunshot detection technology uses the energy and accompanying digital waveform only to determine a gunshot. There is no audio path through the system that can listen, record, or playback maintaining complete privacy at all times.
5.1.4	Explain the operating staff requirements.	The EAGL system is designed to operate with minimal staff intervention. Once installed, the system runs autonomously, sending real-time alerts directly to security personnel and law enforcement as needed. A designated system administrator is recommended to oversee system maintenance, manage user access, and ensure that software updates are applied when necessary. HQE also provides 24/7 technical support for any operational issues that arise, ensuring smooth system operation. For larger installations, an additional security team member may be assigned to monitor the EAGL dashboard for live incidents.
5.1.5	Provide an example work schedule overview for implementation.	<p>The implementation of the EAGL system and the SiSA software solution will follow a structured schedule:</p> <ol style="list-style-type: none"> 1. Planning Phase (1-2 weeks): On-site evaluation of the facility to determine sensor placement and coverage requirements. 2. Design Phase (2-4 weeks): Development of a custom system design and integration plan. 3. Installation Phase (4-8 weeks): Installation of sensors and hardware, software setup, and configuration. 4. Testing and training phase (1-2 weeks): Testing the system to ensure proper functioning and fine-tuning sensor sensitivity. Training for security personnel and administrators. 5. Customer Support Phase (1 week): Specified technical and warranty services. 6. Go-Live (1 week): Final system activation and handover to the client. <p>Please refer to section E.3 for a detailed breakdown of HQE’s work schedule overview for implementation</p>
5.1.6	Explain how you will supervise the implementation.	The implementation process will be supervised by an HQE Project Manager (PM) with extensive experience in deploying gunshot detection systems. The PM will coordinate all phases of the project, ensuring that both the SiSA and EAGL system components are installed and calibrated correctly. Regular updates will be provided to the Customer’s project management team, with milestone reviews at each stage of installation. HQE’s quality assurance team will also conduct periodic audits during the implementation phase to ensure that all components meet operational standards.

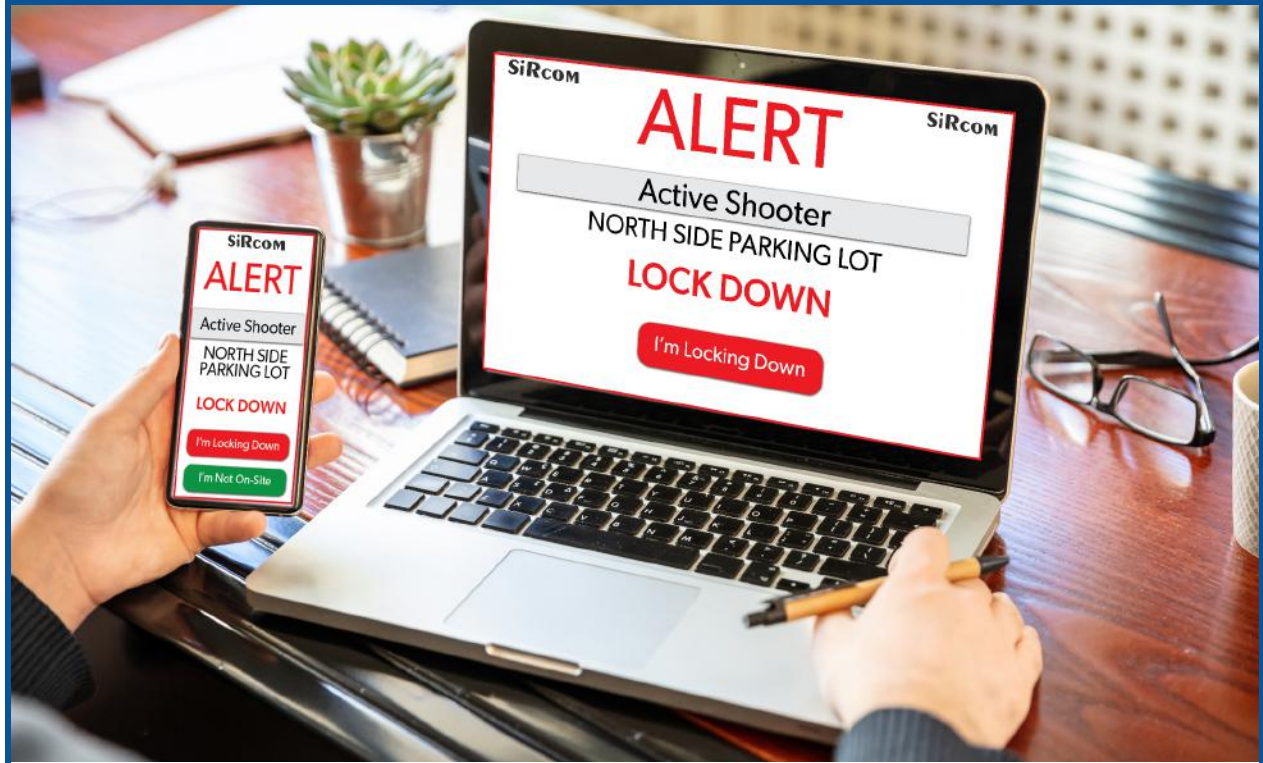


		Post-implementation, HQE offers monitoring services to ensure system efficiency and effectiveness.
5.1.7	Any parts & equipment customer is expected to provide?	<p>HQE provides all necessary equipment, including the EAGL system, mounting hardware, and the SiSA software licenses. The customer is expected to provide access to existing network infrastructure, such as internet connectivity and server space for the system to operate efficiently. In some cases, additional power sources or network modifications may be required, which will be coordinated with the customer during the site assessment phase.</p> <p>Please refer to section F.1 for further details on HQE’s Bill of Material.</p>
5.1.8	Identify any subcontractors or third-party services that will be utilized in the performance of the services.	<p>HQE performs the majority of work in-house, but for large-scale installations, we partner with certified third-party contractors for certain components, such as electrical wiring and sensor mounting. All subcontractors undergo a rigorous vetting process to ensure they meet HQE’s quality and safety standards. The subcontractors we engage are typically local to the project area to facilitate rapid installation and minimize downtime.</p>
5.1.9	Describe and clearly indicate any exceptions to the specifications or requirements found in this RFP.	<p>HQE has carefully reviewed the specifications of this RFP and finds no exceptions. The proposed SiSA and EAGL solution is fully compliant with all technical, operational, and performance requirements outlined in the RFP.</p>



E.1 HQE’s Proposed Management Software Solution: SiSA

The **SiRcom SMART Alert System (“SiSA”)** offered to NCTCOG is the world’s SMARTEST agile mass notification software that will meet or exceed your requirements.



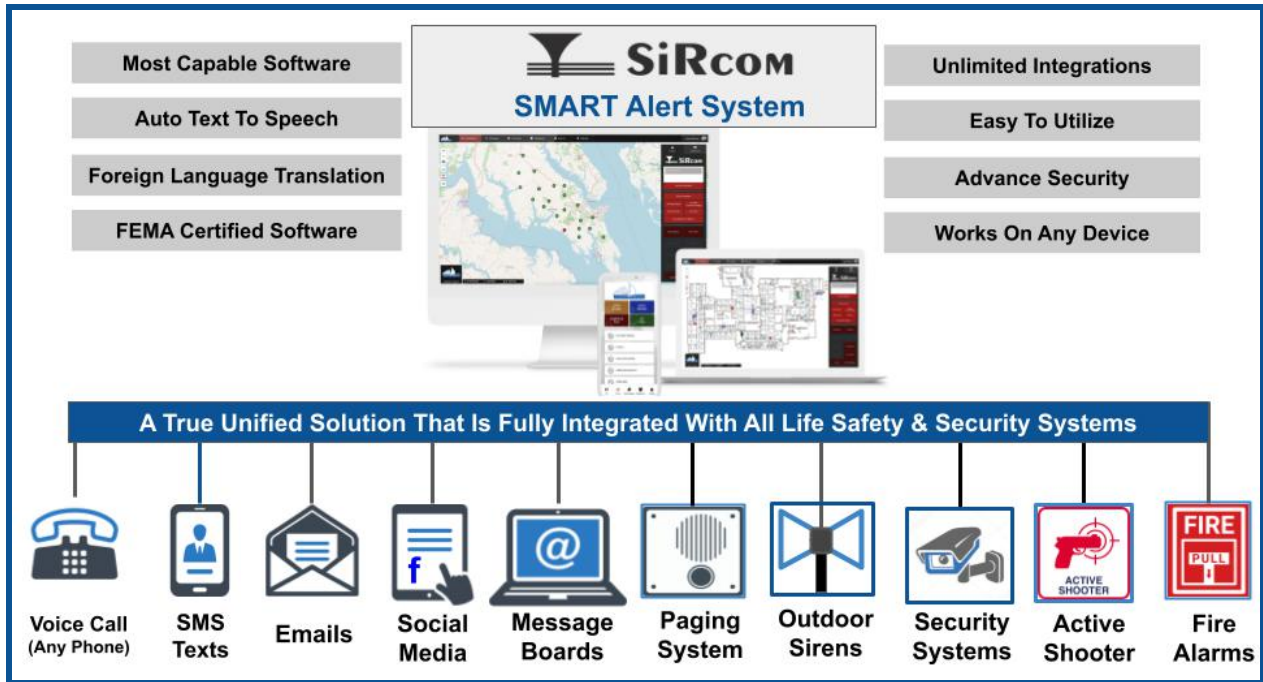
SiSA is deployable for immediate coverage for your organization with no limitations.

- ❖ **Unlimited Deployment Capable**
 - SiRcom has currently deployed to all levels of the Government & Dept. of Defense.
- ❖ **Most Secure Alerting Software**
 - SiRcom’s Advanced Encryption Security was developed to the Department of Defense standards which utilize the Advanced 256BIT AES security protocols.
- ❖ **Unlimited Scalability**
 - SiRcom’s core backbone was written with Deep Machine Learning Algorithms with components of the software that are capable of supporting an unlimited number of users, locations, and systems integration for management.
- ❖ **Fully Compliant and Certified Software**
 - SiRcom’s security, data protection policies, and control measures are based on the Federal Information Security Management Act (FISMA) risk management and mitigation framework that is defined by the National Institute of Standards and Technology (NIST). SiRcom is assessed and inspected by a 3rd Party Assessment Organization and holds current certifications for SysTrust Statement on Standards for Attestation Engagements and Service Operations Controls SOC2 and SOC3.



SiSA Can Integrate All Of Your Life Safety & Security Systems Into A Single Portal

SiSA Will Work With All Your Current & Future Systems: (Below) SiSA can integrate all your existing or future 3rd Party Hardware and Software systems into SiSA's single management portal. This integration capability allows any organization of any size to increase the efficiency and overall effectiveness of its life safety and security system. (Note: The information below is offered for information purposes only as the proposed solution for this project is focused on electronic notifications only.) However, to include the hardware integrations, HQE is capable of providing this integration solution at any time in the future.



SiSA is currently integrated with over 100+ life safety and security systems worldwide, from highly sophisticated Department of Defense systems to simple fire alarms. Our limitless integration capabilities are achievable because SiSA was developed with Deep Machine Learning Algorithms and has an Application Programming Interface (API) that will seamlessly integrate all 3rd party systems.

We understand that sometimes 3rd party software and hardware systems don't have or won't be provided with an API. Do not worry. HQE's in-house software and systems integration engineers can provide a solution and a workaround option to help you modernize your legacy systems while leveraging SiSA as your emergency alert system. In addition, SiSA can automate all of your database management to ensure that your alerts are sent to your latest recipients list in your database software.



Note: Above depicts other alerting options not included in this proposal (i.e. PA Systems, Outdoor Sirens, Desktop Alerts, etc.)



E.2 HQE’s Proposed Gunshot Detection Sensor: Eagle Dragonfly IoT



The outdoor wireless gunshot sensor by EAGL Technology being offered to NCTCOGn operates with precision, combining energy capture, waveform analysis, and seamless transmission of data to the Emergency Automatic Gunshot Detection & Lockdown (EAGL) System, constituting a robust Gunshot Detection System (GDS). This compact, self-contained sensor is battery-operated and employs advanced energy waveform algorithms for threat versus non-threat validation analysis. Housed within a resonance chamber, it offers versatile mounting options on flat walls, corners, or poles, ensuring an optimal spherical detection coverage area of approximately 785,398 square feet. The sensor's communication capabilities, utilizing either LoRa or IoT based on application requirements, enable effective wireless transmission of threat validation data to the EAGL System Server via internal Quectel. Upon reception, the EAGL System Server processes the data, triggering pre-programmed automatic and autonomous Adaptive Response features. Additionally, the sensor receives calibration data from the EAGL Server, establishing a comprehensive and integrated approach to gunshot detection and response.

❖ Gunshot Detection

EAGL's patented Talon and DragonFly™ sensors use waveform analysis to measure the energy levels produced during a gunshot. If the initial validation confirms a gunshot, the collected waveform data is then sent to the EAGL server for additional analysis using sophisticated algorithms.

❖ Analysis

If the sensors confirm a detection event as a potential threat, it undergoes a second round of analysis on the EAGL server for additional validation. If this second step yields positive results, indicating a gunshot, the server enters an alarm state, triggering the initiation of the Adaptive Response.

❖ Response

Upon alarm, the SiRcom SMART Alert server launches a series of response actions that can include:

- 911 Dispatch
- Email/Text
- Phone calls
- ACS Integration
- CCTV Integration
- Relay Outputs
- 3rd Party API Integration
- PA System

❖ Installation Solution

The sensors can be mounted on poles or building exteriors, establishing a wireless communication network between each sensor and the central server. This wireless setup, combined with a built-in solar-powered battery backup, offers NCTCOGn a fully wireless solution that demands minimal infrastructure and maintenance.



E.3 Schedule

HQE’s strength is in our ability to implement the solution efficiently and effectively. While the implementation project schedule may change due to unforeseen circumstances and project complexities, HQE can deploy the solution faster than the time stated below if requested by NCTCOG. HQE’s Onboarding Project Manager and his team will work closely with NCTCOG’s project team to understand and define the technical and functional requirements. The team will also define the project’s success for both sides during the initial kickoff meeting during the software planning phase. Below is a sample implementation project schedule for review.

Project Approach Stages and Tasks					Participants		
#	Main Task	Sub Task	Work Days	Planning Phase: The purpose of this phase is for HQE to capture all the updated information from the Client and Suppliers to detail a POA&M to enable the project's success.	HQE	NCTCOG	SiRcom & Eagl
1	PLAN	Contract Award	1	Notification of Contract Award is issued to HQE. HQE executes the contract with NCTCOGn OEM.	X		X
2	PLAN	Kick-Off Meeting	3	Off Meeting HQE will conduct a project kick-off meeting with all stakeholders to discuss the schedule, quality, risks, and project sustainment as outlined in the RFP.	X	X	
3	PLAN	POA&M	5	HQE will develop a detailed POA&M listing all tasks required to complete the installation:	X		X
				Site Survey (with a detailed report to follow)	X		X
				Long Lead Item Procurement	X		X
				Installation IDP	X		X
				Equipment Procurement	X		X
				Installation (i.e., HQE on-site)	X		
				Burn-In Period and Training	X		
				Stakeholder Acceptance Testing (i.e., Test & Checkout)	X		
				As-Built Drawings	X		
4	PLAN	Site Survey	1	If an additional site survey is necessary, HQE will visit the installation sites and survey the installation areas to ensure a detailed understanding of site conditions.	X	X	X
This main task ends: When NCTCOGn OEM approves the project POA&M and the site survey is executed (if a site survey is required).							
#	Main Task	Sub Task	Work Days	Design Phase: The purpose of this phase is for HQE to capture all the updated information from the Client and Suppliers to detail a POA&M to enable project success.	HQE	NCTCOG	SiRcom & Eagl
6	DESIGN	Design Package	10	HQE will create all drawing packages by the approved POA&M, referenced drawing standards,	X		X



				and previous drawing packages (if applicable).			
7	DESIGN	Installation Readiness Review (IRR)	14	Before the commencement of installation activities, an IRR will be conducted by HQE and attended by NCTCOG Stakeholders.	X	X	X
This main task ends when: NCTCOGn OEM approves the design plans.							
#	Main Task	Sub Task	Work Days	Install Phase: The purpose of this phase is for HQE to incorporate all the information from the scope of work, coordination meetings, and site survey to design the desired solution for NCTCOGn OEM accurately.	HQE	NCTCOG	SiRcom & Eagl
8	INSTALL	Installation In-Brief	1	HQE’s onsite team will conduct an Installation In-Brief with NCTCOG Stakeholders and all relevant site personnel.	X	X	
9	INSTALL	Jobsite Protection	1	HQE will ensure all onsite installation work proceeds in such a manner as to minimize the spread of dust and debris and to provide safe working conditions for workers and local personnel.	X		
10	INSTALL	Jobsite Safety	1	HQE will conform to any site-specific safety requirements when performing contract-related work and will take any additional precautions that NCTCOG Stakeholders or site safety officers may reasonably require for safety and accident prevention purposes.	X		
11	INSTALL	Project Installation	60	HQE will install all equipment and material by the dates submitted in the approved POA&M and approved Installation IDP.	X		
This main task ends when: HQE has concluded all of the installation sub-tasks.							
#	Main Task	Sub Task	Work Days	Test & Training Phase: The purpose of this phase is for HQE to conduct tests and turnover of the installed solution. In addition, HQE should provide training to NCTCOGn OEM.	HQE	NCTCOG	SiRcom & Eagl
12	TEST & TRAINING	Burn-In	2	After the installation is complete, HQE will conduct a 24-hour Burn-In Period allowing the installed system to run uninterrupted.	X	X	
13	TEST & TRAINING	Acceptance Test	2	HQE will use an Acceptance Test Plan (ATP) to demonstrate that the new system/equipment has been professionally installed and is ready for site acceptance.	X	X	
14	TEST & TRAINING	Installation Out-Brief	2	After conducting the Acceptance Test, HQE will hold an Installation Out-Brief with NCTCOG Stakeholders. The results of the formal acceptance testing will be provided to the site for review, and feedback from the site shall be collected.	X	X	
15	TEST & TRAINING	Installation Close-Out &	2	Installation/Project Close-Out Once NCTCOGn OEM has accepted the system, HQE will complete	X	X	X



		Deliverables		installation/project close-out activities to include:			
			-	Turn over all client-provided system/equipment documentation.	X	X	
			-	Submit Installed Equipment List	X	X	
			-	Submit final As-Builts	X	X	
			-	Submit Geobase Data list	X	X	
16	TEST & TRAINING	Training		HQE's Master Trainers will conduct on-site training for NCTCOGn OEM staff.	X	X	

This main task ends when: NCTCOGn OEM has signed off on the project acceptance certificate and all staff have concluded the designated training.

#	Main Task	Sub Task	Work Days	Customer Support Phase: The purpose of this phase is for HQE to provide the specified technical and warranty services as requested in the solicitation.	HQE	NCTCOG	SiRcom & Eagl
17	Customer Support	Security Patches	365	HQE provides security patches as required.	X		X
18	Customer Support	Software Updates	365	HQE provides software updates as required.	X		X
19	Customer Support	Systems Planning	365	HQE provides annual systems planning support as required.	X		X
20	Customer Support	Support	365	HQE provides technical and customer support as required.	X		X
21	Customer Support	Warranty	365	HQE provides warranty support as required.	X		X
22	Customer Support	Contract Close-Out	365	HQE to return all the data requested by NCTCOGn OEM	X		

This main task ends when: The specified customer, technical, and warranty service period has concluded.

* NOTE: HQE's initial plan offered can be modified if desired by NCTCOGn OEM. We understand that the details of the project and timelines may have changed since the posting of the solicitation.



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**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).

Please refer to TAB E: Technical Proposal for a detailed description of HQE's proposed technology.

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

The EAGL Emergency Automation Platform has an assorted array of triggers and inputs that can be used for custom activation that can cover both mundane and emergency responses. The System can use our patented indoor/outdoor/body-worn/vehicle-based Gunshot detection sensors for the detection of any firearm discharge with an accompanying ID (Rifle, Handgun, Shotgun) and it can use camera based AI, using direct integration, that can detect brandished weapons such as a gun or rifle, and knives, as well as fights, slip and fall, intrusion, smoke, fire, and even both license plate and facial recognition.

In addition to all of those activation capabilities, the EAGL solution also offers wireless panic buttons, wireless emergency pull stations, Smart Phone Apps, and even Vape sensors are among the systems offering which allow the solution to be leveraged for multiple uses.

5.1.3 What kind of sounds can be detected?

The EAGL System does not use sound as a detection source. Our patented gunshot detection technology uses the energy and accompanying digital waveform only to determine a gunshot. There is no audio path through the system that can listen, record, or playback maintaining complete privacy at all times.



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5.1.4 Explain the operating staff requirements.

The EAGL system is designed to operate with minimal staff intervention. Once installed, the system runs autonomously, sending real-time alerts directly to security personnel and law enforcement as needed. A designated system administrator is recommended to oversee system maintenance, manage user access, and ensure that software updates are applied when necessary. HQE also provides 24/7 technical support for any operational issues that arise, ensuring smooth system operation. For larger installations, an additional security team member may be assigned to monitor the EAGL dashboard for live incidents.

5.1.5 Provide an example work schedule overview for implementation.

The implementation of the EAGL system and the SiSA software solution will follow a structured schedule:

Planning Phase (1-2 weeks): On-site evaluation of the facility to determine sensor placement and coverage requirements.

Design Phase (2-4 weeks): Development of a custom system design and integration plan.

Installation Phase (4-8 weeks): Installation of sensors and hardware, software setup, and configuration.

Testing and training phase (1-2 weeks): Testing the system to ensure proper functioning and fine-tuning sensor sensitivity. Training for security personnel and administrators.

Customer Support Phase (1 week): Specified technical and warranty services.

Go-Live (1 week): Final system activation and handover to the client.

Please refer to section E.3 for a detailed breakdown of HQE's work schedule overview for implementation.

5.1.6 Explain how you will supervise the implementation.

The implementation process will be supervised by an HQE Project Manager (PM) with extensive experience in deploying gunshot detection systems. The PM will coordinate



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all phases of the project, ensuring that both the SiSA and EAGL system components are installed and calibrated correctly. Regular updates will be provided to the Customer's project management team, with milestone reviews at each stage of installation. HQE's quality assurance team will also conduct periodic audits during the implementation phase to ensure that all components meet operational standards. Post-implementation, HQE offers monitoring services to ensure system efficiency and effectiveness.

5.1.7 Any parts & equipment customer is expected to provide?

HQE provides all necessary equipment, including the EAGL system, mounting hardware, and the SiSA software licenses. The customer is expected to provide access to existing network infrastructure, such as internet connectivity and server space for the system to operate efficiently. In some cases, additional power sources or network modifications may be required, which will be coordinated with the customer during the site assessment phase. Please refer to section F.1 for further details on HQE's Bill of Material.

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

HQE performs the majority of work in-house, but for large-scale installations, we partner with certified third-party contractors for certain components, such as electrical wiring and sensor mounting. All subcontractors undergo a rigorous vetting process to ensure they meet HQE's quality and safety standards. The subcontractors we engage are typically local to the project area to facilitate rapid installation and minimize downtime.



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

HQE has carefully reviewed the specifications of this RFP and finds no exceptions. The proposed SiSA and EAGL solution is fully compliant with all technical, operational, and performance requirements outlined in 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.

HQE has a dedicated project management team led by a certified Project Manager (PM) with extensive experience in deploying security systems, including gunshot detection solutions.

Please refer to Section B.2 for HQE's Qualifications of Dedicated Project Team which includes HQE's organizational chart.

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

In addition to the gunshot detection systems, HQE offers supplementary services, including system integration with existing video surveillance systems, AI-driven threat detection analytics, and advanced cybersecurity measures to protect sensitive data. HQE also offers post-incident data analysis, which includes a detailed breakdown of events and a forensic review of system performance. Additionally, we provide ongoing training services for security personnel to maximize the effectiveness of the gunshot detection systems.



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

HQE can meet all the requirements outlined in the RFP. There are no major requirements that we are unable to fulfill. Our technology and service offerings are fully compliant with the requested specifications and standards.

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.

HQE operates from multiple locations, with its headquarters in Temecula, CA. We have additional support offices in Dallas, TX, and Charleston, SC, allowing us to effectively serve customers across different regions. For projects in the North Central Texas area, the Dallas office will serve as the primary point of contact, ensuring rapid response times and localized support.

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.

HQE is a technology solutions provider with 86 employees and over 15 years of experience in deploying security and emergency management systems. We specialize in gunshot detection, video management systems, and emergency mass notification systems. Our clients include government agencies such as the State of Alaska, Marine Corps Bases, and municipalities like the City of Galveston, TX. HQE has a proven track record of delivering reliable security solutions under tight deadlines, with 95-99% message delivery rates in emergency situations.



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

HQE uses a transparent and structured invoicing process. We issue invoices monthly, based on project milestones or deliverables as defined in the contract. Payment terms are typically Net 30, but we are flexible and open to discussing terms that suit the Customer's needs. We do accept payments by credit card, electronic transfer, ACH payments, and checks. Invoices include detailed breakdowns of services rendered, equipment costs, and any applicable taxes or fees.

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

We have installed and continue to support SiSA systems with active shooter alerts at multiple U.S. Navy & Marines Corps based worldwide, Town of Paradise, CA., the University of Central Florida, and the Defense Information Systems Agency.

Please refer to section C.1 for HQE's past performance.

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

HQE has had no contracts terminated due to non-performance in the past three years. All contracts have been completed successfully, meeting or exceeding client expectations.

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

HQE offers a comprehensive warranty on all gunshot detection systems, covering both hardware and software components. The warranty is valid for 12 months from the date of installation, with the option to extend for additional years through a maintenance and support contract. Our warranty covers any system defects or malfunctions, with guaranteed response times for service requests. Extended warranties and service plans are available for up to 5 years.



End of Proposal

"It is our goal at HQE to continue to serve our veterans through our 'Hire Veterans Policy HQE-2015-2025'. We appreciate all of our current and past customers who have helped us meet our goals of hiring veterans throughout the years. Your support in HQE is directly impacting the support of our incredible veterans. Thank you for your consideration and support of a FEMA Certified, Minority Business Enterprise (MBE), Disadvantaged Business Enterprise (DBE), and Service Disabled Veteran Owned Small Business (SDVOSB)!."

Thank You from the team of HQE Systems Inc.

Signed and Approved by

Qais Alkurdi

CEO, Disabled Veteran / Retired





Attachment 1: Datasheet

North Central Texas Council of Governments Gunshot Detection System (SOLICITATION: 2025-003)



North Central Texas
Council of Governments

Due Date: NOVEMBER 6, 2024

Proposal Prepared For:

North Central Texas Council of Governments
616 Six Flags Drive
Arlington, TX 76011

POC: Mr. Charlie Oberrender

Title: Contract Specialist

Email: coberrender@nctcog.org

Tel: (281) 610-8914

Proposal Approved By:

HQE Systems Inc.
27348 Via Industria
Temecula, CA 92590

POC: Mr. Qais Alkurdi

Title: Chief Executive Officer

Email: Contracts@HQESystems.com

Tel: (800) 967-3036 X1102

This proposal contains trade secrets and confidential business or financial information exempt from disclosure under the Freedom of Information Act. This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government’s right to use the information contained in this data if it is obtained from another source without restriction. The data subject to this restriction is contained in this proposal and all attachments. **All product names, logos, and brands are the property of their respective owners.** All company, product, and service names used in this proposal are for identification purposes only. Use of these names, logos, and brands does not imply endorsement.



DragonFly™

Outdoor Ballistic Sensor



Solar panel enhances internal battery life

*Encapsulated IoT Sensor within Resonance Chamber with Wall Mount shown DYIOTEX

Typical Characteristics

POWER: Internal - Direct Input, Lithium Battery, 3.6VDC

BATTERY LIFE: Up to ~7 Years, optimally

FUNCTION: On-board Firmware, Energy Waveform Analysis

COMMUNICATION: IoT/RF, secure internet connection and data exchange (LoRa or Quectel-Cat M) GSM / GPS capable

SENSOR COVERAGE AREA: Outdoor, ≤785,398FT² Spherical, OPTIMAL @ 30FT ELEVATION

SENSOR RANGE: ≤1000FT Diameter, maximum

DETECTION RESPONSE TIME: <4-8 Seconds

SENSOR DIMENSIONS: 4"OD x 2.25"T (101.6 mm OD x 57.15 mm T)

RESONANCE CHAMBER: 7.623"OD x 5.69"H (CHAMBER ONLY)

OPERATING TEMPERATURE: -20°C to 60°C

SENSOR WEIGHT: 8.5 oz. or 0.531 lbs., (0.24 kg.)

RESONANCE CHAMBER WEIGHT: 21.9 oz. or 1.469 lbs., (0.666 kg.)

MOUNTING: Application Specific, see Outdoor Sensor Mounting System specification

Application

An outdoor wireless gunshot sensor performing energy capture, waveform analysis and transmitting resultant data to the Emergency Automatic Gunshot Detection & Lockdown (EAGL) System, a Gunshot Detection System (GDS).

Description

Compact, wireless, self-contained, battery operated gunshot sensor executing threat versus non-threat validation analysis using energy waveform algorithms.

Sensor contained within resonance chamber allowing flat wall, corner or pole mounting capability while providing an optimum spherical detection coverage area ≤785,398FT².

Threat validation data is wirelessly transmitted by sensor to the EAGL System Server via internal Quectel. Sensor data received by the EAGL System Server is processed further while initiating the appropriate preprogrammed automatic and autonomous Adaptive Response feature and process.

Sensor also receives calibration data from the EAGL Server using similar communication process and methods.

Sensor is GSM and GPS capable. All transmissions are encrypted.

Certifications, Compliance and Conformance

Device and/or components have the following credentials are listed or meet the following rules / regulations:

FCC: CFR 47, Part 15, Subpart B:2017, Class B

EMC: ICES-003, Issue 6:2016, Class B IT Equipment; 2014/30/EU

RoHS: Directives 2015/863/EU; 2011/65/EU

UL: UL Yellow Card²: E67171-248322; BBCV2.MH12193 (Listing); UL94-HB (Flammability Rating)

CAN/CSA-CISPR 22-10

CE: RED 2014/53/EU

UN / DOT 38.3

Certifications are current at the time of this publication but are subject to change. PCNs will list certifications relevant at time of publication.



Emergency Automation



*“Your wish for more time,
has been granted.”*

During an active shooter event, it takes about 5 minutes before the first call to 911.

On average one life is lost for every 15 seconds an active shooter continues their rampage.

Do the math.

By using EAGL’s Emergency Automation, your call arrives at the 911 center in seconds, not minutes, without user delay.

Saving time and lives.

The EAGL Automation platform can automate your emergency response plans, for any emergency, allowing vital information to be delivered in seconds not only to law enforcement, but to everyone who needs it, in any format of your choosing: Text, Email, or Voice Call. The platform allows you to lock down doors and has the capability to activate other “obstacles” to slow down the “bad” and afford everyone more time to get safe, or to confront the issue. The system can deliver, to any browser-based device, the tools needed by those who arrive to help. Giving simple, ad-hock, access to satellite imagery and live visual alarms, along with real-time camera access, detailed floor maps, door lock access, and real-time situational awareness.

EAGL’s Automation Saves Time.

Saving Time, Saves Lives!

Call us. Together, we can save lives. ▶ ▶ ▶ (877) 566-1700



The EAGL Adaptive Response:

At the core of the EAGL Automation Platform is our patented Adaptive Response, which allows you to create custom automations very quickly and easily within the EAGL system.

Our simple to navigate web-based platform allows an authorized user to set up anything from a simple response automation: such as locking a door; to a more complex one: such as locking doors, turning off fire alarm bells, sending multiple notifications, making announcements, E911, etc. Any user can intuitively use this interface to simply click and select within its options on the Adaptive Response webpage, greatly reducing their time and effort to create Automation Scenarios while being assured they will function as intended.

For every input/activation point configured into the EAGL Automation Platform you have multiple options that can be automated within the Adaptive Response. These options include:

- Multiple Email and Text groups
- Custom Message Additions
- Automated Network Controlled Relays
- Local Server Address
- Public address or phone system-based audio announcements using the included text-to-speech engine or pre-recorded messages.
- Voice calls to multiple users with custom message.
- Alarm Post to multiple endpoints (API Based)
- VMS/EMS Direct Integration
- E911 Option
- Multi-user conference calling
- Lockdowns (one or many doors)
- Digital Floor Map Delivery
- Satellite Map with live alarms
- Multiple camera live access

Inputs and Sensor Options:

The EAGL platform can use multiple devices and choices to activate emergency automation. These choices can include, but are not limited to, hard connections such as a relay contact, EAGL Sensors, and soft or “Snap-in” connections. Any of these options can be used alone, or alongside others, in an Adaptive Response automation scenario. This allows highly effective and targeted automations for any situation. Sensor can include any of our wireless sensors:

- Indoor Talon Gunshot Sensor
- Outdoor DragonFly or DragonFly Extreme Sensors
- Body Worn BlueFly Gunshot and Man-Down sensor.
- Panic/Duress/Safe Buttons
- Panic/Pull Stations
- Vape Sensor
- In-Vehicle TransitFly sensor
- EAGL Smart Phone Safe App

Soft Connection and “Snap-Ins”:

- Weapons Detection
- Fight Detection
- Intruder Detection
- Suspicious behavior
- Facial Recognition
- License Plate Recognition
- Smoke/Fire
- Slip and Fall
- Etc.

As well as hardwired/Contact based inputs from any other system or solution.



APPENDIX A.1
Pricing for TXShare Cooperative Purchase Program Participants



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BID PRICE WORKSHEET FOR RFP #2025-003

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

1 Technology Products

3-5%

2 Implementation

5%

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

2 Describe Below:

A	System Accessories and Options	3-5%
B	Outdoor Digital Mass Notification System	3-5%
C	Indoor Mass Notification & Public Address System Integration	3-5%

APPENDIX A.2
Service Area Designation Forms



**EXHIBIT 3
SERVICE DESIGNATION AREAS**

Texas Service Area Designation or Identification			
Proposing Firm Name:	HQE Systems, 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	
	Yes		
	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	



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



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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		
44.	Utah		
45.	Vermont		
46.	Virginia		
47.	Washington		
48.	West Virginia		
49.	Wisconsin		
50.	Wyoming		

APPENDIX A.3

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



TAB F: Pricing

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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:

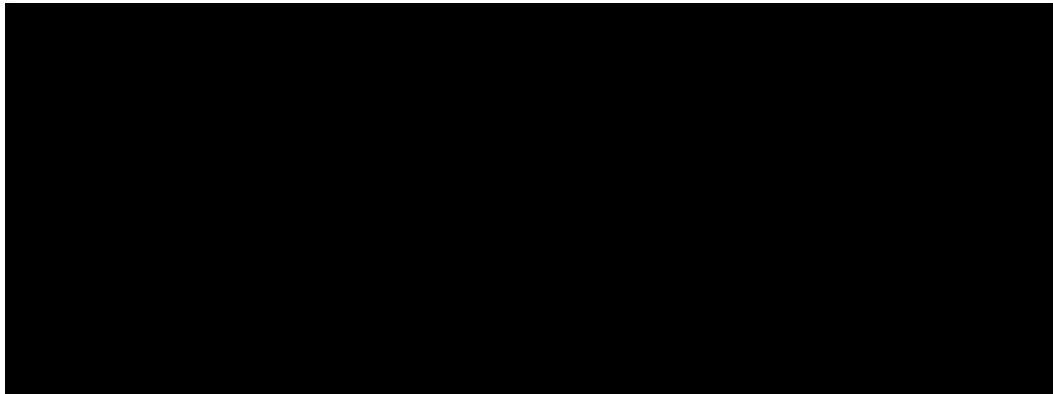
Service Category #1: Gunshot Detection Systems

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.

3-5%



**APPENDIX B
DEBARMENT CERTIFICATION**

Rodney Rayle, Director of Contracts

I, _____

(Name of certifying official)

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

HQE Systems, Inc.

(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:

None

Rodney Rayle

Signature of Certifying Official Director of Contracts

Title 1/21/25

Date of Certification

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.

Rodney Rayfe

Signature

Director of Contracts

Title

HQE Systems, Inc.

Agency

1/21/25

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.

HQE Systems, Inc.

Name of Organization/Contractor

Rodney Raife

Signature of Authorized Representative

Director of Contracts

Printed/Typed Name and Title of Authorized Representative

1/21/25

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.

HQE Systems, Inc.

Name of Organization/Contractor

Rodney Rayle

Signature of Authorized Representative

Rodney Rayle, Director of Contracts

Printed/Typed Name and Title of Authorized Representative

1/21/25

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.

HQE Systems, Inc.

Name of Organization/Contractor

Rodney Rayle

Signature of Authorized Representative

Rodney Rayle, Director of Contracts

Printed/Typed Name and Title of Authorized Representative

1/21/25

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.

