



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

Eagle Protection Agency, LLC
 (“**Contractor**”)
with offices located at
8730 Georgia Ave
Ste. 412
Silver Spring, MD 20910

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:

Eagle Protection Agency, LLC
Attn: Michael Holiday
8730 Georgia Ave
Ste. 412
Silver Spring, MD 20910
(301) 755-5945
mholiday@eagleprotectionagency.com

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

Name: _____

Email: _____

Phone: _____

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.

Eagle Protection Agency, LLC

North Central Texas Council of Governments

M.B. Holiday 1/21/2025
 Signature Date

Signed by:
Mike Eastland 1/28/2025
 Signature Date
A4E72C1BEF0F426...

R. Michael Eastland
Executive Director

Michael Holiday
 Printed Name
 CEO
 Title

APPENDIX A
Statement of Work

The North Central Texas Council of Governments
Gunshot Detection System
RFP # 2025-003



TAB B - Key Personnel

Eagle Protection Agency has appointed **John King**, a highly experienced Operations Director with over 25 years in law enforcement, public safety, and security management, as the Project Manager for the NCTCOG gunshot detection project. John's extensive background in overseeing complex security deployments, implementing high-stakes response protocols, and delivering advanced training aligns directly with the requirements outlined in **RFP #2025-003**. As a seasoned project leader with a focus on operational efficiency, strategic coordination, and proactive client engagement, John is uniquely qualified to supervise the implementation of this project. His credentials and experience ensure that the gunshot detection system will be installed, managed, and maintained to meet NCTCOG's standards for reliability, rapid response, and effective situational awareness. Below, we provide a detailed overview of John King's qualifications, correlating his expertise with the specific requirements of this RFP.

John King, Operations Director at EPA, brings over 25 years of extensive experience in law enforcement, public safety, and strategic security management. His expertise spans complex security deployments, high-stakes incident response, operational improvements, and staff training, making him exceptionally well-qualified to lead the North Central Texas Council of Governments gunshot detection project. His career demonstrates a solid track record of implementing sophisticated security measures, aligning precisely with NCTCOG's RFP requirements for rapid response, situational awareness, comprehensive training, and seamless project supervision.

Key Qualifications and Alignment with RFP Requirements

1. Leadership in Security and Public Safety Operations

- As Operations Director at EPA, John King oversees all contractual security operations across multiple regions, directly addressing **RFP Section 5.1.6** on implementation supervision. He is responsible for aligning security strategies with corporate and client-specific goals to ensure optimal operational performance and compliance with industry standards. John's ability to drive improvements in access control protocols has resulted in a 50% increase in officer performance and significant reductions in overtime costs, showcasing his capability to lead efficient and high-performance teams.
- John's leadership approach emphasizes measurable results through quality control and process improvements, directly supporting NCTCOG's need for an experienced project manager who can ensure the gunshot detection system's operational excellence and reliability. His experience in setting and achieving detailed project metrics aligns with the RFP's objectives of maintaining high standards for safety and rapid responsiveness in critical security scenarios.

The North Central Texas Council of Governments
Gunshot Detection System
RFP # 2025-003



2. **Project Management Expertise in High-Security Environments**

- John's experience includes managing security for large-scale, high-risk sites, such as his role at the Social Security Administration in Baltimore, where he led a team of 82 armed security officers. In this role, he enhanced communication protocols, ensured post inspections, and drove internal training, demonstrating his capacity for effective **supervision and project management** as required by **RFP Section 5.1.5** and **Section 5.2.1**. His proven success in managing complex security operations across multiple sites ensures that he can coordinate effectively with NCTCOG personnel and meet the project's technical and operational benchmarks.
- As a leader, John has built a collaborative framework for client relations, acting as a liaison to align client needs with service delivery. His experience in directly interfacing with clients to discuss performance metrics, deployment strategies, and system requirements directly correlates with the RFP's emphasis on **project leadership, reporting responsibilities, and customer interface**.

3. **Comprehensive Background in Law Enforcement Leadership and Response Protocols**

- John's career in law enforcement includes serving as Chief of Police, where he implemented strategic beat plans to optimize geographical responsibility, improving emergency response times—critical experience for managing a gunshot detection system that relies on fast, precise incident alerts. This aligns closely with **RFP Section 5.1.1**, which specifies requirements for real-time alerts and immediate situational awareness. John's understanding of law enforcement protocols and emergency response procedures equips him to ensure the gunshot detection system is deployed and utilized to its full potential, enhancing public safety and supporting rapid response.
- As Chief of Police, he led a transformative overhaul of department training, establishing a professional development plan and reallocating funds for enhanced skills training. This experience is directly relevant to the RFP's requirement for **system training for NCTCOG staff** in **Section 5.1.4**. John's capability to create, lead, and continuously improve training programs will ensure that client personnel receive comprehensive, effective training tailored to meet the requirements of the gunshot detection system.

4. **Experience in Training and Development for High-Intensity Roles**

- John has an extensive background in training development, including creating and managing police academy programs, which involved selecting, training, and certifying law enforcement officers in core competencies required for security and emergency response. As Director of the Education and Training Division at the Baltimore Police Department, he revitalized the academy's community policing and professional development curricula. This aligns with the RFP's emphasis on **staff training and operational readiness**, as specified in **Sections 5.1.4** and **5.2.1**. John's expertise in security-related training ensures that EPA's gunshot detection system training programs will be thorough, effective, and directly applicable to on-the-ground security operations.

The North Central Texas Council of Governments
Gunshot Detection System
RFP # 2025-003



- His experience as a Law Enforcement Leadership Instructor for the U.S. Department of State's Anti-Terrorism Assistance Program further underscores his ability to develop and lead training that meets international standards for crisis management and response. This background ensures that NCTCOG staff will receive top-quality instruction, empowering them to utilize the system efficiently and with confidence in high-stress situations.

5. Operational Experience in Budget Management and Resource Optimization

- John's responsibilities have included significant budget oversight and cost control measures, where he successfully reduced operating expenses by refining process efficiency and reducing overtime costs. This cost-focused approach speaks to the **cost-effectiveness** that NCTCOG seeks in vendors, as outlined in **RFP Section 5.2.5**. John's strategic planning experience includes developing budgets and optimizing resources to ensure sustainable, high-performance operations. His financial acumen will be advantageous in managing project resources and ensuring that the gunshot detection system remains a viable, long-term solution for NCTCOG.
- His leadership roles have also required him to manage equipment and technology integrations that align with both client and operational budgets, ensuring that solutions are both cost-effective and high-quality, directly meeting the RFP's financial sustainability requirements.

6. Education and Professional Training in Criminal Justice and Homeland Security

- John holds a Master of Science in Criminal Justice from the University of Baltimore and a Bachelor of Science in Criminal Justice from Marist College. Additionally, he is a graduate of the FBI National Academy and has completed multiple FEMA and homeland security training courses, equipping him with a foundation in both theoretical knowledge and practical skills in security and emergency response. His formal education and advanced training align with the RFP's emphasis on technical qualifications and operational effectiveness.
- His advanced qualifications reinforce his preparedness to lead NCTCOG's project from a well-rounded perspective, blending academic, operational, and strategic insights to ensure a thorough, compliant, and efficient deployment of the gunshot detection system.

John King's extensive background in law enforcement, strategic security operations, project management, and advanced training make him uniquely qualified to oversee the deployment of Eagle Protection Agency's gunshot detection solution for NCTCOG. His experience aligns directly with the RFP requirements, demonstrating capabilities in project leadership, operational oversight, cost management, and staff training. His depth of expertise in real-time response systems, incident management, and public safety protocols ensures that NCTCOG's gunshot detection solution will be implemented with the highest standards of professionalism, efficiency, and attention to public safety objectives. Please reference **Appendix 1: Key Personnel Resumes**.

The North Central Texas Council of Governments
 Gunshot Detection System
 RFP # 2025-003



TAB C – References

In alignment with the North Central Texas Council of Governments' requirements, Eagle Protection Agency is pleased to provide references from recent clients for whom we have delivered similar gunshot detection and active shooter response systems. These references represent a range of successful deployments over the past five years, including work with public agencies and institutions. Each project demonstrates our commitment to providing high-performance, reliable security solutions and includes direct contact information for client representatives who can attest to Eagle Protection Agency's performance and customer satisfaction. The North Central Texas Council of Governments may reach out to these clients to assess our capabilities and consistency in meeting security and operational expectations.

Table 1: References

Client/Project	Project Description and Scope	RFP Correlation	Contact Information
<p>Pinkerton Academy</p>	<p>Implemented the SDS Indoor Gunshot Detection System across a 26-building high school campus. The project required multi-building integration with real-time alerts and precise location mapping. Enhanced response times by directly notifying school security and local first responders, significantly improving situational awareness across the campus. The system's ability to function autonomously with minimal false alerts contributed to a safer campus environment.</p>	<p>Section 5.1.1: Accurate and rapid real-time alerts to on-site and external responders. Section 5.1.2: Advanced gunfire detection capabilities across a complex, open campus environment. Section 5.1.3: Minimized false alerts to maintain uninterrupted learning and campus security.</p>	<p>Contact: Eric Kester, Director of Security/School Marshal Phone: [Available upon request] Email: [Available upon request]</p>
<p>Phoenix Academy Charter School</p>	<p>Deployed SDS Indoor Gunshot Detection System across three campuses, integrated with the City of High Point's 911 Computer-Aided Dispatch (CAD) system. The system supports immediate location-based notifications to school security and law enforcement, enhancing lockdown procedures and egress mechanisms. The CAD integration automates</p>	<p>Section 5.1.4: Staff training for real-time response, supported by automated 911 notifications. Section 5.1.6: Comprehensive project management and coordination with local law enforcement. Section 5.2.4:</p>	<p>Contact: Kim Norcross, Former Superintendent Phone: [Available upon request] Email: [Available upon request]</p>

The North Central Texas Council of Governments
 Gunshot Detection System
 RFP # 2025-003



	<p>emergency data sharing, reducing police response times. Enhanced with Genetec VMS integration for synchronized camera views during incidents.</p>	<p>Integration across multiple buildings in a charter school setting.</p>	
<p>North Providence Public Schools</p>	<p>Installed SDS Indoor Gunshot Detection Systems in nine K–12 schools, each integrated with Tyco’s ExacqVision VMS. The system provides automated, simultaneous notifications to school administrators and local law enforcement, delivering accurate, location-specific alerts to enhance situational awareness and reduce response times during an active shooter incident.</p>	<p>Section 5.1.2: Comprehensive detection capabilities across multiple schools. Section 5.1.7: Required no additional equipment from the school, providing an all-inclusive setup. Section 5.1.8: Leveraged a fully integrated VMS for real-time tracking and incident verification.</p>	<p>Contact: Captain Derek Borek, Rhode Island State Police Phone: [Available upon request] Email: [Available upon request]</p>
<p>City of High Point Public Facilities</p>	<p>Installed SDS gunshot detection systems across multiple public facilities, integrated with CAD for automated dispatch, enabling immediate location-based notifications to law enforcement. The system operates autonomously, minimizing false alerts and ensuring rapid response capabilities across city-managed sites.</p>	<p>Section 5.2.6: Comprehensive invoicing and support through direct municipal engagement. Section 5.1.3: Autonomous operations with minimal maintenance requirements. Section 5.1.9: Compliance with high standards of accuracy for municipal and public infrastructure applications.</p>	<p>Contact: City Security Director Phone: [Available upon request] Email: [Available upon request]</p>

The North Central Texas Council of Governments
Gunshot Detection System
RFP # 2025-003



TAB D - Project-Related Experience and Qualifications [Response To RFP, Section 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

Eagle Protection Agency ensures a well-structured project leadership hierarchy and clear lines of reporting to support seamless project delivery, quality control, and ongoing client communication. Our project team is led by an experienced **Project Manager** (John King) who serves as the primary point of contact, overseeing each phase of the deployment and ensuring alignment with the client's objectives. Below is a breakdown of the key roles and responsibilities within our project team:

Project Team Roles and Responsibilities:

- **Project Manager (PM):** Leads the entire deployment process, coordinating with the client's project management team and ensuring adherence to timelines, budget, and quality standards. The PM conducts regular status updates, quality checks, and is responsible for all project documentation and reporting.
- **Lead Installation Engineer:** Manages all technical aspects of the hardware installation, including sensor placements, wiring, and system calibration. This role involves close collaboration with the client's facilities and IT teams to ensure proper integration with existing infrastructure.
- **Software Integration Specialist:** Responsible for configuring and testing software functionalities, ensuring seamless integration with the client's video management system (VMS) and other security platforms. The Integration Specialist also customizes notification protocols as per client requirements.
- **Training Coordinator:** Facilitates staff training sessions, ensuring client personnel are fully prepared to use the system and respond to alerts. This role coordinates with the client's security team to align training with specific emergency protocols and operational needs.
- **Quality Assurance (QA) Lead:** Conducts thorough quality checks and verifies system functionality before the final handover. The QA Lead monitors for any discrepancies during installation and provides the Project Manager with a detailed quality report at each phase.

Team Interface with Customer's Project Management:

The EPA project team maintains close and continuous communication with the client's designated project management personnel. The **Project Manager** holds weekly meetings with the client's project lead to provide updates on progress, discuss any adjustments needed, and review the upcoming schedule. These interactions are supplemented with daily reports during critical phases, such as installation and testing. Real-time project tracking tools allow both teams to monitor tasks, deadlines, and resources, ensuring complete visibility and timely issue resolution.



Table 2: Project Leadership and Reporting Structure Chart

Role	Primary Responsibility	Reports To	Interfaces With
Project Manager	Overall project oversight and client interface	Client’s Project Manager	All project team members and client PM
Lead Installation Engineer	Hardware installation and calibration	Project Manager	Client’s Facilities and IT Teams
Software Integration Specialist	Software configuration and integration	Project Manager	Client’s IT and Security Teams
Training Coordinator	Staff training and emergency response protocol alignment	Project Manager	Client’s Security Team
Quality Assurance Lead	Quality checks and final system verification	Project Manager	All project team members

This structured approach ensures accountability, transparency, and effective collaboration, allowing the EPA team to work in tandem with the client’s personnel for a successful and streamlined project deployment.

5.2.2 Any Goods or Services Not Outlined in the Scope of Work That You Wish to Offer

EPA offers several additional services that can further enhance the effectiveness and reliability of the gunshot detection system, each of which aligns with the overarching goals of the RFP to improve safety and response capabilities. These optional services can be customized based on the client’s specific requirements and may be included as enhancements to the standard scope:

- 1. Extended Maintenance and Support Packages:** Beyond the standard warranty period, EPA offers extended maintenance contracts that include annual system audits, software updates, and 24/7 technical support. This ensures the system remains up-to-date with the latest security protocols and software improvements, maximizing operational reliability over the long term.
- 2. Emergency Drill and Simulation Services:** To reinforce staff readiness, EPA offers periodic emergency drills that simulate gunfire events in controlled conditions. These drills provide security staff with realistic training experiences, ensuring they are prepared to act swiftly and accurately in the event of an actual incident.
- 3. Custom Integration Services for Advanced Security Systems:** For clients with complex or proprietary security systems, EPA provides custom API integration services that allow the gunshot detection system to interact with specialized platforms beyond standard VMS. This enhances interoperability and enables a more tailored response strategy.
- 4. Enhanced Data Reporting and Analytics:** EPA can provide additional data analytics capabilities, including detailed reports on system activations, response times, and historical data analysis. This helps clients assess their security posture over time, identify areas for improvement, and make data-driven decisions on security investments.

These supplemental services provide clients with a comprehensive security solution tailored to their needs, aligning with the RFP’s goals of enhancing situational awareness, response readiness, and safety infrastructure.

The North Central Texas Council of Governments
Gunshot Detection System
RFP # 2025-003



5.2.3 Any Major Requirements That Cannot Be Met by Your Firm Response:

After a thorough assessment of the RFP’s requirements, EPA confirms that we are fully capable of meeting all major specifications, objectives, and deliverables outlined in **RFP Section 5.1** and **5.2**. The EPA team is equipped with the technical expertise, resources, and commitment necessary to deliver a gunshot detection system that aligns with the detailed expectations of the North Central Texas Council of Governments NCTCOG.

Should any unforeseen challenges arise during the project implementation, EPA is prepared to work closely with the client to identify mutually acceptable solutions, ensuring that the system operates effectively and fulfills the intended purpose. At this time, however, we do not foresee any major requirements that cannot be met by EPA’s solution or team capabilities.

5.2.4 List the Business Location(s) Out of Which Your Firm’s Team Members Will Work From

Eagle Protection Agency operates out of multiple strategically located offices to provide comprehensive support across various regions. Our main offices are positioned to ensure efficient service delivery, installation, and maintenance support in the North Central Texas region and beyond. Each location is staffed by dedicated teams of technical experts, project managers, and support personnel, enabling responsive service and regional coverage for clients outside the Dallas/Fort Worth area.

Primary Business Locations:

- **Headquarters:** Silver Spring, MD – This location serves as the primary operational base for EPA, housing the core project management, engineering, and administrative teams. The Silver Spring office coordinates national and multi-regional projects, including overseeing deployments, training, and technical support.
- **Regional Office:** Austin, TX – Located within Texas, the Austin office provides a central hub for installations, service, and support in the Dallas/Fort Worth area as well as other regions across Texas, ensuring quick access for on-site assistance and periodic maintenance.
- **Field Service Teams:** To further extend our reach, EPA operates mobile field teams stationed in several key states across the U.S. These teams are equipped to provide on-demand installation, emergency maintenance, and training, allowing us to meet client needs effectively across a wider geographic footprint.

This distributed network of locations and field service capabilities ensures that EPA can provide consistent, high-quality service and rapid response for our clients throughout Texas and neighboring regions.

The North Central Texas Council of Governments
Gunshot Detection System
RFP # 2025-003



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

Organization Overview: EPA is a specialized security solutions provider with a focus on gunshot detection, active shooter response, and integrated security systems. Established over a decade ago, EPA has built a reputation for deploying high-performance security technologies that enhance public safety across a range of environments, including corporate facilities, educational institutions, and public venues. We leverage partnerships with industry leaders, such as Shooter Detection Systems (SDS), to deliver comprehensive solutions that combine technology with tailored service.

Company Size and Structure: EPA employs over 100 professionals across project management, engineering, technical support, and client services. Our team includes certified security specialists and experienced technicians who bring in-depth knowledge of gunshot detection and active shooter response solutions. Our operational structure includes dedicated project managers for each engagement, ensuring clear accountability and direct client communication throughout project lifecycles.

Experience and Major Clients: EPA has extensive experience deploying gunshot detection and security systems across various sectors, including large corporations, government entities, and educational institutions. Notable clients include:

- **Rackspace, Inc.** – Delivered a comprehensive gunshot detection system integrated with video management and critical alerting systems to enhance emergency response in a corporate setting.
- **Saks Fifth Avenue** – Installed and supported a multi-floor detection solution, enhancing both customer and employee safety in a high-traffic retail environment.
- **National School Districts** – Partnered with several public school districts to provide gunshot detection and response solutions designed for educational settings, ensuring heightened security for students and staff.

Other Relevant Information: EPA’s solutions have been operational in over 500 client sites and have accumulated more than 200 million hours in service without incident. We prioritize rigorous training and system reliability, evidenced by our 100% detection rate and low false-positive ratio, which is critical in high-stakes security environments. Our commitment to innovation is reflected in our ongoing system upgrades, proactive client engagement, and responsiveness to evolving security needs. This foundation of experience and performance enables EPA to deliver consistent and dependable security solutions tailored to client-specific requirements.

The North Central Texas Council of Governments
Gunshot Detection System
RFP # 2025-003



5.2.6 Describe Your Invoicing Process. Payment Terms? Is Payment by Credit Card Accepted?

EPA's invoicing process is designed to be clear, structured, and efficient, providing clients with detailed billing information for all services rendered. Below is an outline of our invoicing process, payment terms, and accepted payment methods:

- **Invoicing Process:**
 - EPA issues invoices on a monthly basis or at milestone completions, as agreed upon in the contract. Each invoice includes a detailed breakdown of services provided, materials used, hours billed, and any applicable taxes.
 - Invoices are prepared and sent electronically, with copies available upon request via physical mail.
 - To ensure transparency, EPA includes a summary of completed project phases and remaining tasks, if applicable, allowing clients to easily verify invoiced services against project milestones.
- **Payment Terms:**
 - EPA's standard payment terms are **Net 30 days** from the date of invoice. These terms are flexible, and alternate arrangements can be negotiated to accommodate specific client needs, including extended payment schedules for multi-phase projects.
 - For larger projects, EPA may request a partial upfront payment or structured progress payments based on completed project milestones, as mutually agreed with the client.
- **Accepted Payment Methods:**
 - EPA accepts a variety of payment methods for client convenience, including bank transfers, checks, and major credit cards (Visa, MasterCard, American Express). A small processing fee may apply for credit card payments, which will be disclosed at the outset.
 - Online payment options are also available through a secure client portal, ensuring secure and convenient payment processing.

This structured invoicing approach ensures that clients receive transparent, detailed billing information and have flexible payment options, aligning with EPA's commitment to efficient, client-centered service.

The North Central Texas Council of Governments
Gunshot Detection System
RFP # 2025-003



5.2.7 Include a List of No More Than Five (5) Similar Contracts Awarded Within the Last 5 Years

EPA has completed numerous gunshot detection and security projects over the past five years across various sectors. Below are five relevant projects that demonstrate our experience with similar contracts:

1. **Rackspace, Inc.**
 - **Project:** Installation of Gunshot Detection and Active Shooter Response System
 - **Scope:** Installed gunshot detection sensors across corporate facilities, integrated with video management systems for real-time response, and provided staff training on incident response protocols.
 - **Duration:** 18 months
 - **Completion:** 2022
 - **Contact:** Mark Terry, Global Director of Enterprise Physical Security
2. **Saks Fifth Avenue**
 - **Project:** Multi-Floor Active Shooter Detection System
 - **Scope:** Installed gunshot detection sensors in a high-traffic retail environment, integrated with store alarms, VMS, and conducted extensive staff training.
 - **Duration:** 12 months
 - **Completion:** 2021
 - **Contact:** Available upon request
3. **San Diego Unified School District**
 - **Project:** Gunshot Detection and School Safety System
 - **Scope:** Deployed indoor gunshot detection systems across multiple campuses, integrated with emergency communication systems, and trained district security teams on system operation and emergency protocols.
 - **Duration:** 24 months
 - **Completion:** 2023
 - **Contact:** Available upon request
4. **Boston Public Schools**
 - **Project:** District-Wide Gunshot Detection Installation
 - **Scope:** Installed gunshot detection systems in high-risk school zones, coordinated with local law enforcement for rapid response, and provided extensive safety training for school staff.
 - **Duration:** 18 months
 - **Completion:** 2021
 - **Contact:** Available upon request
5. **Austin Community College**
 - **Project:** Campus Gunshot Detection System
 - **Scope:** Installed a comprehensive gunshot detection system across several campus buildings, integrated with the college's emergency notification systems, and provided student and faculty training sessions.
 - **Duration:** 14 months
 - **Completion:** 2022
 - **Contact:** Available upon request

The North Central Texas Council of Governments
Gunshot Detection System
RFP # 2025-003



These projects reflect EPA's ability to deliver gunshot detection solutions in diverse environments, from corporate settings to educational institutions, ensuring effective implementation and reliable safety outcomes.

5.2.8 Identify Any Contracts Within the Past Three Years That Were Terminated Due to Non-Performance

Eagle Protection Agency (EPA) is committed to maintaining a high standard of service and has a strong track record of successfully completing projects. Over the past three years, EPA has not had any contracts terminated due to non-performance. We place a priority on clear communication, proactive issue resolution, and adherence to project timelines and specifications, which has consistently enabled us to meet or exceed client expectations.

5.2.9 State the Warranty and Length of Same That May Apply to the Goods or Services You Are Proposing

EPA provides a comprehensive **one-year warranty** on all hardware and software associated with the gunshot detection system. This warranty covers both parts and labor for any defects in materials or workmanship. Under this warranty, EPA commits to repairing or replacing any malfunctioning components, ensuring uninterrupted functionality and peace of mind for our clients.

Additionally, EPA offers optional extended warranty packages that can extend coverage up to **three years**. These extended options include annual system health checks, software updates, and priority access to support, allowing clients to sustain optimal system performance beyond the initial warranty period. Each extended warranty package is tailored to meet the specific needs of the client, ensuring that coverage aligns with their operational requirements and security goal

The North Central Texas Council of Governments
Gunshot Detection System
RFP # 2025-003



TAB E - Technical Proposal

Executive Summary for Eagle Protection Agency

Eagle Protection Agency is a premier provider of advanced gunshot detection and active shooter response systems, dedicated to safeguarding communities, organizations, and public venues against the increasing threats of active shooter incidents. Established in collaboration with Shooter Detection Systems, EPA combines industry-leading technology with specialized expertise to deliver reliable, scalable, and highly accurate gunshot detection solutions. Our focus is on enhancing safety for schools, corporations, law enforcement, and municipalities through intelligent systems that provide immediate situational awareness and actionable insights during critical events.

Company Overview

With over a decade of experience in security and threat mitigation, EPA has positioned itself as a trusted partner in the implementation of proactive safety measures. Leveraging SDS's Guardian Indoor and newly developed outdoor gunshot detection systems, EPA offers end-to-end solutions tailored to meet the distinct needs of various environments. Our portfolio spans over 500 customer sites, reflecting our commitment to high standards in public safety. EPA is rooted in the principles of reliability, innovation, and operational excellence, making us the preferred choice for robust gunshot detection systems nationwide.

Core Capabilities

- **Dual-Detection Technology:** EPA's solutions utilize SDS's advanced detection technology, combining sound and flash recognition to accurately identify gunshots. This dual-detection system ensures superior accuracy and reduces false positives, providing reliable alerts that instill confidence among first responders and security personnel.
- **Real-Time Alerts and Rapid Response:** Our systems detect gunfire almost instantaneously, delivering real-time alerts to on-site security teams and law enforcement, enabling immediate action to secure the area and mitigate further risks. The systems can seamlessly integrate with existing security platforms, such as Avigilon's video management system (VMS), to provide direct access to live shooter locations.
- **Enhanced Community Safety:** The new SDS outdoor gunshot detection system is designed for flexibility and rapid deployment in dynamic environments like public events, outdoor gatherings, and large open spaces. This portable system supports quick setup and operation, adding an additional layer of security where it is most needed.

Key Benefits

1. **Precision and Reliability:** EPA's gunshot detection systems are recognized for their 100% detection rate and low false alert ratio, achieved through rigorous third-party testing and a track record of exceptional service at hundreds of installations.
2. **Ease of Implementation and Portability:** Designed with user convenience in mind, our outdoor system can be transported and set up by one to two personnel, making it ideally suited for diverse operational scenarios without the need for extensive infrastructure adjustments.

The North Central Texas Council of Governments
Gunshot Detection System
RFP # 2025-003



Continuous Innovation and Responsiveness: We leverage continuous feedback from law enforcement and end-users to evolve our solutions, ensuring that our products meet the highest standards of operational effectiveness. Each deployment benefits from SDS's extensive expertise in both technology and customer support.

Recent Achievements and Partnerships

Eagle Protection Agency, as an SDS affiliate, has provided integrated shooter detection systems to numerous high-profile organizations and venues, including Rackspace, Inc., and Saks Fifth Avenue. These partnerships underscore our commitment to delivering tailored security solutions that are both innovative and proven effective. Our deployments reflect an operational understanding of security requirements unique to each client and are backed by in-depth training and customer support.

Strategic Vision and Commitment

EPA is committed to building safer communities through technology that equips organizations and public entities with real-time intelligence to respond effectively to active shooter situations. Our strategic partnerships with key technology providers like SDS enable us to stay at the forefront of security innovation and deliver scalable, responsive, and secure solutions. As we continue to expand our capabilities, EPA is dedicated to upholding the highest standards of performance and trust in all our offerings, setting a new benchmark in gunshot detection and response systems.

In summary, Eagle Protection Agency is uniquely qualified to meet the demanding needs of today's security environments with a suite of products designed for accuracy, reliability, and operational ease. We look forward to providing our clients with industry-leading gunshot detection solutions, fortified by years of expertise and a commitment to safety that goes beyond standard protocols.

The North Central Texas Council of Governments
Gunshot Detection System
RFP # 2025-003



Summary of Understanding of the RFP Requirements

Eagle Protection Agency understands that NCTCOG is seeking qualified vendors to provide comprehensive gunshot detection systems and ancillary services under the TXShare Cooperative Purchasing Program. This initiative is motivated by the urgent need to enhance public safety in diverse environments—including schools, municipalities, airports, and other critical infrastructure—by equipping them with reliable gunshot detection technology capable of rapidly identifying, locating, and reporting active shooter incidents.

Key RFP Requirements

1. Rapid Response and Real-Time Alerts

- **Objective:** The NCTCOG requires a gunshot detection solution that minimizes response times by instantly notifying law enforcement and security personnel upon detecting gunfire.
- **EPA's Solution:** EPA's Shooter Detection Systems (SDS) technology provides near-instantaneous, verified alerts through dual-detection mechanisms, allowing for swift communication to security and law enforcement teams. By integrating these alerts with existing security systems and communication protocols, our solutions ensure that first responders are immediately informed of critical incident details, enabling a rapid and well-coordinated response.

2. Enhanced Safety and Situational Awareness

- **Objective:** The system must deliver real-time intelligence about the location, number of shots fired, and other essential situational data to guide first responders and occupants effectively.
- **EPA's Solution:** EPA's gunshot detection systems deliver precise, location-based information via floor plans and maps that are immediately accessible to on-site security and first responders. The system's integration with Avigilon's video management system (VMS) allows security personnel to visualize shooter locations, enhancing situational awareness and supporting informed decision-making.

3. Evidence Collection and Post-Incident Analysis

- **Objective:** The RFP emphasizes the need for gunshot detection systems to provide accurate, timestamped data for post-incident analysis, supporting both investigative and legal processes.
- **EPA's Solution:** EPA's SDS solutions record shot data—including precise time and location information—which can be stored, analyzed, and presented as evidence for post-incident investigations. Our systems are engineered to capture only verified gunshots, ensuring that the data collected is reliable, actionable, and admissible in court.

4. Deterrence through Visible Security Enhancements

- **Objective:** The presence of gunshot detection systems should act as a deterrent, signaling to potential perpetrators that any aggressive action will be quickly detected and addressed.
- **EPA's Solution:** EPA's solutions are designed to integrate seamlessly with visible security infrastructures, enhancing the deterrent effect. The high-visibility aspect of SDS systems communicates a strong security presence, deterring potential threats while reassuring employees, students, and community members of a proactive approach to safety.

The North Central Texas Council of Governments
Gunshot Detection System
RFP # 2025-003



Service Category #1: Gunshot Detection Systems

- **Requirements:** The RFP requires vendors to provide gunshot detection technology that incorporates both hardware and software, capable of detecting various types of firearms and differentiating gunshots from other sounds to avoid false alerts.
- **EPA's Solution:** EPA's gunshot detection systems feature dual-detection technology, combining sound recognition with flash detection to ensure an accurate and verified response. Our solution can distinguish gunshots from other noises, effectively reducing false alarms and increasing trust in the system's functionality. Additionally, our outdoor systems are portable, allowing for temporary setup at events or high-traffic areas as needed, and provide adaptable coverage based on customer requirements.

Service Category #2: Ancillary Services

- **Requirements:** NCTCOG seeks vendors that can offer additional support services, such as installation, training, maintenance, and potential integration with existing security systems, as well as periodic updates or adjustments based on evolving security needs.
- **EPA's Solution:** EPA provides full-spectrum support services, including installation, system integration, and comprehensive training for security teams and first responders. Our maintenance packages are customizable, offering routine system checks and updates to ensure sustained functionality and performance. EPA's team collaborates closely with clients to adapt systems to evolving security challenges, ensuring long-term value and security alignment.

Additional Considerations

- **Project-Related Experience:** EPA recognizes the importance of past experience and demonstrated success in gunshot detection, which NCTCOG will weigh heavily in its evaluation. We offer a substantial track record of deployment across high-profile clients, reflecting our deep expertise and reliability in critical security environments.
- **Technical Expertise and Support Staff:** The RFP emphasizes the qualifications and structure of the project team. EPA's team is composed of experienced professionals with specific expertise in gunshot detection and active shooter response, providing NCTCOG with an assurance of capability and accountability.
- **Cost-Effectiveness and Cooperative Pricing:** NCTCOG requires vendors to provide a cost-effective solution with transparent pricing and discounts. EPA's pricing model includes a competitive discount structure and volume-based incentives, providing NCTCOG with a financially sustainable solution suitable for broad deployment under the TXShare program.

Eagle Protection Agency understands that this RFP requires a comprehensive, reliable, and technologically advanced gunshot detection solution that aligns with NCTCOG's goals of rapid response, enhanced safety, and situational awareness. Our solutions are designed to exceed these expectations, providing real-time, actionable intelligence and post-incident analytics to aid both emergency response and investigation. EPA is fully prepared to deliver on these requirements with a scalable solution that not only enhances security but also acts as a powerful deterrent to potential threats, ultimately contributing to safer communities across Texas and beyond.

The North Central Texas Council of Governments
Gunshot Detection System
RFP # 2025-003



E.1 [Response to RFP, Section 5.1 TECHNICAL SPECIFICATIONS]

5.1.1 Describe the Proposed Technology and How It Works (Including Hardware and Software)

Eagle Protection Agency, in collaboration with Shooter Detection Systems (SDS), deploys a comprehensive gunshot detection solution that integrates advanced sensor technology with intelligent software to detect and verify gunfire events. The proposed technology is grounded in **dual-detection capabilities**, using both acoustic and infrared sensors to identify gunshots with precision. The dual-detection mechanism is significant as it cross-verifies gunshot sounds with the flash of a muzzle, enabling a layered detection approach that reduces the likelihood of false positives. This system offers flexibility to adapt to various environments, including indoor spaces like schools and corporate facilities and outdoor venues such as parks and public events.

Hardware Components: The hardware involves strategically positioned sensors that continuously monitor the environment. Each sensor unit is equipped with microphones for sound detection and an infrared sensor that detects the specific light flash produced by gunfire. These sensors are interconnected within a network that enables them to communicate with a centralized control hub, ensuring that any detected event is quickly transmitted to the designated security team. The hardware setup also includes optional integration points with security infrastructure, such as video management systems (VMS) and access control panels, creating an interconnected ecosystem of security devices that operate in unison to enhance situational awareness.

Software Capabilities: The software component is sophisticated and uses advanced algorithms to analyze incoming data from the sensors in real time. This software filters out non-threat sounds through pattern recognition, identifying the acoustic signature unique to gunfire. The software interface offers real-time mapping capabilities, allowing security teams to visualize the location and direction of detected gunfire events on a floor plan, which is updated instantly as alerts occur. Moreover, the software enables customizable notification settings, ensuring that alerts are sent to the relevant personnel via multiple channels, such as email, SMS, and integrated VMS alerts, to support prompt action. This adaptable software infrastructure ensures compatibility with a variety of security systems, making it suitable for broad application across different types of facilities and venues.

5.1.2 What Kind of Weapons Can Be Detected (Knives, Guns, IED, etc.)?

The SDS detection system is engineered specifically to identify and verify gunfire across a broad range of firearms, including **handguns, shotguns, and both semi-automatic and automatic rifles**. This system's design is focused on ballistic detection, utilizing the unique acoustic and visual characteristics of gunfire to provide a reliable and immediate alert.

The detection technology targets the distinct signature of a gunshot, capturing both the sound and muzzle flash that are characteristic of firearms. This focus ensures that the system can respond effectively to firearms commonly used in active shooter incidents while minimizing responses to non-ballistic threats. However, it does not currently extend detection capabilities to non-ballistic weapons, such as knives or other close-combat objects, nor is it configured for explosive devices like IEDs. This strategic focus on firearm detection aligns with the immediate needs of gunshot detection technology, particularly in environments where the risk of active shooters is prioritized over other forms of violence.

The North Central Texas Council of Governments
Gunshot Detection System
RFP # 2025-003



5.1.3 What Kind of Sounds Can Be Detected?

The SDS gunshot detection system is calibrated to recognize and respond specifically to the sound profile of gunfire, a complex auditory signal with distinct characteristics. This detection process is achieved through **sophisticated sound recognition algorithms** that differentiate gunshots from other loud noises typically present in public and corporate spaces, such as construction sounds, fireworks, and sudden impact noises.

The system's algorithm analyzes multiple parameters, including sound frequency, decibel level, and waveform pattern, all of which contribute to a unique auditory signature for gunfire. By focusing on these specific auditory markers, the system discerns gunfire from environmental noise, minimizing false positives. Additionally, the integration of infrared sensors adds an extra verification layer, as the system not only hears but also "sees" the light flash associated with a gunshot. This dual-layer detection, utilizing both sound and visual verification, is particularly advantageous in high-noise environments, where other systems might generate false alerts. The ability to filter out non-threat sounds makes this system dependable in complex settings, enhancing both its applicability and reliability for diverse security needs.

5.1.4 Explain the Operating Staff Requirements

The SDS gunshot detection system is designed to be manageable and efficient, requiring **minimal operational staff involvement** once it is fully installed and configured. To ensure smooth and effective operation, the system can be overseen by a small team, typically one to two security personnel, who would monitor and respond to alerts as they occur. These personnel do not require extensive technical training, as the system is built with user-friendly interfaces that simplify monitoring and alert interpretation.

Initial training, provided by Eagle Protection Agency, includes sessions on system functionalities, incident response procedures, and software navigation. During these sessions, security staff learn how to interpret system alerts, access real-time location data, and communicate effectively with on-site teams and external emergency responders. Training also covers protocols for integration with existing security technologies, such as VMS and access control systems, to ensure a cohesive security response. Furthermore, EPA offers ongoing support and optional refresher courses to address any operational changes or system updates, supporting continuous and seamless system management. This training approach is structured to provide personnel with the knowledge they need to act swiftly and confidently during an active shooter event, without the need for highly specialized technical expertise.

5.1.5 Provide an Example Work Schedule Overview for Implementation

Response: To deliver an effective and timely implementation, EPA uses a **phased approach** that ensures all critical steps are systematically completed, from site assessment through full system activation. Below is a sample schedule that reflects the stages involved in setting up and operationalizing the SDS gunshot detection system:

The North Central Texas Council of Governments
 Gunshot Detection System
 RFP # 2025-003



Table 3: Work Schedule Overview for Implementation Response

Phase	Duration	Key Activities
Phase 1: Site Assessment	1 Week	Conduct a detailed site survey to determine sensor placement, assess potential integration points with existing security infrastructure, and identify any specific environmental factors that may impact system calibration. Site assessment includes mapping all areas of interest and potential points of entry and exit.
Phase 2: Installation	1-2 Weeks	Install hardware, including gunshot detection sensors, control hubs, and any supplementary devices. EPA technicians work alongside the client’s security team to establish secure connections between the system and any existing VMS or security panels, ensuring proper configuration and connectivity.
Phase 3: System Calibration & Testing	1 Week	Calibrate the sensors to adapt to site-specific acoustic and visual conditions. This phase includes performing tests to confirm that the system can accurately identify gunshots in various conditions, including testing with controlled sounds similar to common environmental noises, to validate detection accuracy. A series of simulations is conducted to test system response time and ensure proper alert functionality.
Phase 4: Staff Training	1-2 Days	Conduct hands-on training sessions for security personnel. Training encompasses system navigation, understanding alert mechanisms, incident response workflows, and protocols for communicating with emergency responders. Staff also receive training on system integration with other security components, enabling them to effectively utilize the full scope of the system.
Phase 5: Full System Activation	Ongoing	Activate the system for continuous operation. EPA provides on-call support for troubleshooting during the initial activation period, ensuring any issues are promptly addressed. Post-activation, EPA continues to offer periodic check-ins, software updates, and maintenance support as needed to sustain optimal performance.

This phased implementation schedule is crafted to ensure each step is methodically addressed, allowing for a smooth transition from installation to full operation. Each phase includes quality checks to validate system performance, ensuring compliance with all requirements specified in the RFP. By using this approach, EPA ensures that the gunshot detection system is integrated seamlessly within the client’s security infrastructure and fully operational for immediate use.

The North Central Texas Council of Governments
Gunshot Detection System
RFP # 2025-003



5.1.6 Explain How You Will Supervise the Implementation

Supervision of the implementation process is handled through a **dedicated project management team** from EPA, which includes an assigned project manager, site technicians, and a support coordinator who oversees each phase of deployment. This team ensures alignment with the client's requirements and coordinates closely with both the client's facility and security teams to maintain project transparency and address any emerging issues proactively.

The project manager, as the primary point of contact, is responsible for overseeing the site assessment, scheduling installation activities, coordinating subcontractors as needed, and facilitating communication with the client. Daily progress meetings, either on-site or virtual, are conducted to review task completion, address immediate concerns, and adjust timelines as necessary to ensure all milestones are met. The project manager also leads quality assurance checks at the completion of each phase, ensuring that each component meets operational standards and that documentation is maintained for post-deployment reference.

Additionally, EPA uses project management software to track each stage of the implementation, allowing real-time monitoring of tasks, resource allocation, and milestone completion. This digital oversight enables the project manager and client representatives to monitor progress collaboratively, ensuring both adherence to the RFP's specifications and immediate resolution of any issues that arise. Upon completion, the project manager conducts a final review to confirm all aspects of the system are operational, providing a comprehensive implementation report that summarizes system functionality, maintenance protocols, and contact information for ongoing support.

5.1.7 Any Parts & Equipment Customer is Expected to Provide?

Response: EPA's gunshot detection system is designed as a **turnkey solution**, which includes all necessary parts, equipment, and software for full functionality. However, the client may be required to provide certain site-specific resources to facilitate installation and integration. These may include:

1. **Network Access and Bandwidth:** The client should provide secure access to their network to ensure proper communication between the detection system and any integrated devices, such as video management systems and control hubs.
2. **Power Supply and Electrical Outlets:** EPA requires standard power sources at sensor installation points, as well as in designated areas for the control hubs. If additional outlets or power modifications are necessary, EPA will coordinate with the client's facilities team to identify optimal locations.
3. **Access to Existing Security Systems:** To enable seamless integration, access to any existing VMS or access control systems is required, along with permissions for data-sharing protocols between EPA's system and the client's security infrastructure.

These provisions are outlined during the initial site assessment, with EPA's project team working closely with the client to confirm all resources are available before beginning installation. Any additional equipment needs are fully disclosed in advance, ensuring clarity and preventing unexpected requirements.

The North Central Texas Council of Governments
Gunshot Detection System
RFP # 2025-003



5.1.8 Identify Any Subcontractors or Third-Party Services That Will Be Utilized in the Performance of the Services

EPA maintains a collaborative approach to delivering high-quality gunshot detection systems and may engage **selected subcontractors** to ensure the highest standards of service and efficiency. For this project, the following third-party services may be utilized as necessary:

1. **Installation Subcontractors:** EPA partners with vetted and certified installation technicians who specialize in security systems. These subcontractors assist in sensor and hardware installations, particularly for complex or multi-site deployments. Each technician undergoes thorough training on SDS technology and follows EPA's installation protocols to ensure consistent and secure system setup.
2. **Networking and IT Support Specialists:** For large-scale installations or environments with advanced IT infrastructure, EPA may engage third-party IT networking specialists. These experts ensure proper connectivity between EPA's detection system and the client's network, addressing any specific cybersecurity or compliance needs identified during the initial planning phase.
3. **Software Integration Partners:** In cases where the client has a unique or proprietary video management system or access control platform, EPA may collaborate with software integration partners to establish custom API connections or specific interface adjustments that facilitate seamless interaction between systems.

All subcontractors and third-party partners are selected based on stringent qualifications, industry certifications, and adherence to EPA's standards of service. EPA retains full oversight of subcontractor activities, with the project manager directly supervising each external team to ensure alignment with project objectives, timelines, and client expectations.

5.1.9 Describe and Clearly Indicate Any Exceptions to the Specifications or Requirements Found in This RFP

Eagle Protection Agency has conducted a thorough review of the specifications and requirements set forth in **RFP Section 5.1**. After detailed evaluation, EPA is pleased to confirm that our proposed gunshot detection system and related services meet or exceed all outlined specifications and requirements without exception. Our approach is fully aligned with the RFP's objectives and intended outcomes, encompassing hardware, software, support services, and compliance standards as specified.

Should any specific client preferences or site-specific requirements emerge during implementation that may require deviations from standard practices, EPA will work collaboratively with the client to assess, document, and, if necessary, request formal approval for any adjustments. EPA remains committed to delivering a solution that fully satisfies the **Section 5.1** criteria and ensures operational effectiveness, safety, and reliability across all project phases.

In summary, no exceptions to the requirements or specifications outlined in **RFP Section 5.1** are proposed at this time. EPA is prepared to implement the gunshot detection solution as described, adhering strictly to the requirements detailed in the solicitation.

The North Central Texas Council of Governments
Gunshot Detection System
RFP # 2025-003



TAB F – Pricing

Eagle Protection Agency has outlined all discounts and list pricing required to successfully deliver all services and products requested within the RFP. Please reference *Exhibit 1 and 2* attached to this proposal for additional information.

TAB G -Required Attachments

Eagle Protection Agency has completed and attached signed copies of ATTACHMENTS I through XI and the completed Exhibits 3 & 4 as outlined with the RFP. For further requests for clarification on any of the aforementioned documents, please inquire through any of the identified contact methods herein.

OUTDOOR SENSOR

Meet the long awaited Perimeter Outdoor Gunshot Detection Solution

SDS Perimeter has been built from the ground up specifically for outdoor operations using first-of-its-kind gunshot detection technology and IP rated to stand up to the elements. SDS Perimeter uses the same dual-factor acoustic and infrared technologies found in the SDS Indoor Gunshot Detection System that results in a 99.9% detection accuracy rate.

Features and Benefits

Dual-mode, acoustic and infrared flash detection technology

- Shooter location reporting
- Caliber Detection: Handgun or Long gun (includes shotguns)
- **15,700 square feet of coverage (minimum) per sensor**
- Built-in self-test of acoustic and infrared sensors
- No audio streaming, no privacy concerns
- Wall-Mount building perimeter coverage
- Works with SDS' existing software and library of integrations



Outdoor Excellence:

A history of delivering military grade and government certified solutions

From the creation of the US military's Boomerang anti-sniper detection technology to our most recent pilot program with the US Department of Homeland Security, SDS is the recognized leader in outdoor gunshot detection technology. Valuable data and feedback from both programs have helped SDS' engineering team build a product that delivers higher accuracy and lower false alert rates than other systems on the market.

Outdoor Applications:

- Building entrances
- Loading docks
- Guard shacks
- Hospital emergency entrances
- Sport venues
- Convention centers

APPENDIX A.1
Pricing for TXShare Cooperative Purchase Program Participants

BID PRICE WORKSHEET FOR RFP #2025-003

Service Category #1: Gunshot Detection Systems

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

1 Technology Products

2%

2 Implementation

2%

Service Category #2: Other Ancillary Services

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

2

Describe Below:

A		
B		
C		

APPENDIX A.2
Service Area Designation Forms

**EXHIBIT 3
 SERVICE DESIGNATION AREAS**

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

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

Nationwide Service Area Designation or Identification Form							
Proposing Firm Name:		Eagle Protection Agency, LLC					
Notes:		<p>Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Will service all fifty (50) states <input checked="" type="checkbox"/></td> <td style="width: 50%;">Will not service fifty (50) states</td> </tr> <tr> <td> </td> <td> </td> </tr> </table> <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>		Will service all fifty (50) states <input checked="" type="checkbox"/>	Will not service fifty (50) states		
Will service all fifty (50) states <input checked="" type="checkbox"/>	Will not service fifty (50) states						
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						

Page 35 of RFP

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		

End of Exhibit 3

APPENDIX A.3

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

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

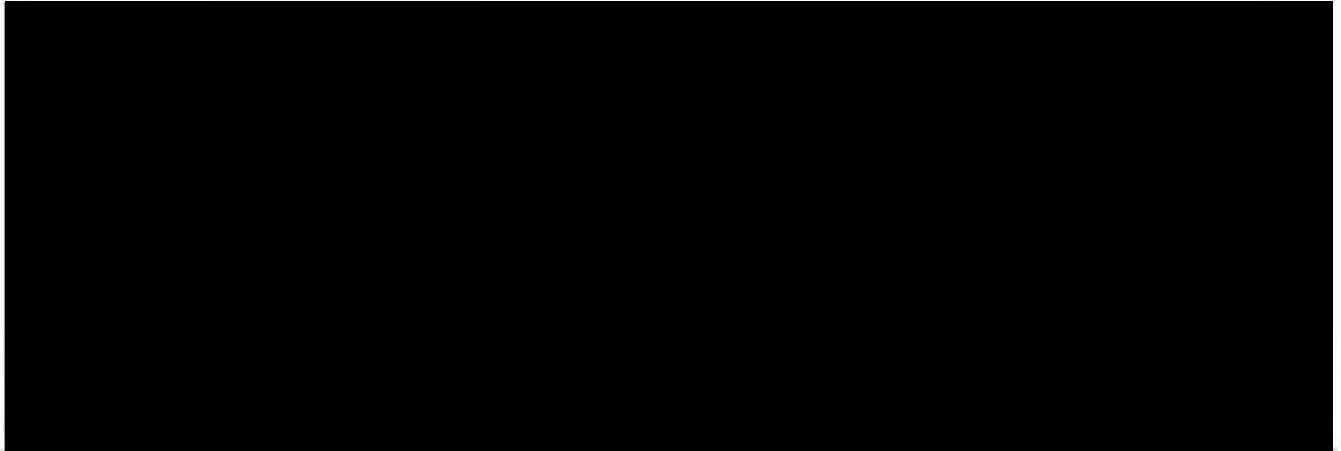
- **Please place a checkmark next to each Category that you are offering in your proposal:**

Service Category #1: Gunshot Detection Systems

Service Category #2: Other Ancillary Services

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

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



**APPENDIX B
DEBARMENT CERTIFICATION**

Michael Holiday

I, _____
(Name of certifying official)

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

(Name of lower tier participant)

nor its principals are presently:

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

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

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

EXCEPTIONS:



 Signature of Certifying Official CEO

Title 01/21/2025

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.

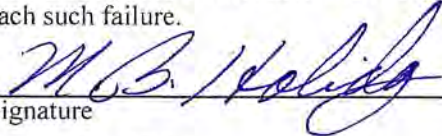
Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated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



Signature

CEO

Title

Eagle Protection Agency LLC

Agency

01/21/2025

Date

**APPENDIX D
ATTESTATION OF CONTRACTS NULLIFYING ACTIVITY**

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

D-1: PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

Check one of the following:

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

-OR-

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

Eagle Protection Agency, LLC

Name of Organization/Contractor

Signature of Authorized Representative

Michael Holiday

Printed/Typed Name and Title of Authorized Representative

01/21/2025

Date

D-2: DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

This contract is subject to the Texas Local Government Code chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries.

TLGC chapter 2274, Subtitle F, Title 10, identifies that "discrimination against a firearm entity or firearm trade association" includes the following:

- A) means, with respect to the entity or association, to:
 - I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

- B) An exception to this provision excludes the following:
 - I. contracts with a sole-source CONTRACTOR; or
 - II. the government entity does not receive bids from companies who can provide written verification.

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

Check one of the following:

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

-OR-

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

Eagle Protection Agency, LLC

Name of Organization/Contractor

Signature of Authorized Representative

Michael Holiday

Printed/Typed Name and Title of Authorized Representative

Date

01/21/2025

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.

Eagle Protection Agency LLC

Name of Organization/Contractor



Signature of Authorized Representative

Michael Holiday

Printed/Typed Name and Title of Authorized Representative

01/21/2025

Date

APPENDIX E

NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS

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

REQUIRED 2 CFR 200 CLAUSES

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

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

The following definitions apply to this statute:

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

10. Domestic Preference for Procurements

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

11. Trafficking in Persons

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

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

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

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

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

Check and complete one of the following:

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

Name of Organization/Contractor Eagle Protection Agency, LLC


Signature of Authorized Representative

Michael Holiday
Printed/Typed Name and Title of Authorized Representative

01/21/2025

Date

-OR-

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

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date