

REQUEST FOR PROPOSALS

For

Wayfaring Signage

RFP # 2025-009

Sealed proposals will be accepted until 2:00 PM CT, October 25, 2024, and then publicly opened and read aloud thereafter.

Legal Name of Proposing Firm					
Contact Person for This Proposal			Title		
Contact Person Telephone Number	Contac	t Person E-1	Mail Address	3	
Street Address of Principal Place of Business		City/St	ate		Zip
Mailing Address of Principal Place of Business		City/S	tate		Zip
Point of Contact for Contract Negotiations			Т	ĩitle	
Point of Contact Telephone Number	Point	of Contact P	erson E-Mai	1 Address	
Acknowledgment of Addenda (initial): #1	#2	#3	#4	#5	_

COVER SHEET

SECTION 1: OVERVIEW

1.0 PURPOSE

The North Central Texas Council of Governments ("NCTCOG") seeks an experienced vendor or vendors to provide the goods or services described herein to the members of its TXShare Cooperative Purchasing Program ("TXShare"). The awarded contracts will be promoted via TXShare. The purpose of this Request for Proposals is to solicit responses that result in a contract with one or more vendor(s) that are qualified to provide one or more categories of the goods or services.

This solicitation is for a gunshot detection system. Given the increasing frequency of active shooter incidents, these systems are becoming an essential part of security infrastructure in various settings, including schools, airports, and public buildings.

Please propose a solution that will cover one or more of the following categories:

Category 1: Fabricating Wayfinding Signage

Category 2: Parks, Stadium and Campus Wayfinding Signage

Category 3: Architectural Wayfinding Signage

Category 4: Maintenance, Repairs, and Installation

Category 5: Other Ancillary Goods & Services

1.0.1 Definitions:

- "RFP" or "solicitation" this Request for Proposals document;
- "Vendor" interested business;
- "You" or "Offeror" vendor responding with a proposal;
- "Contractor" Offeror awarded a contract;
- "Governmental Entity" a government agency or non-profit organization;
- "Customer" a governmental entity.

1.0.2 Outcome

The desired outcome of this RFP is for NCTCOG to enter into a Master Services Agreement ("MSA") with one or more Contractors to supply municipalities, counties, school districts and other governmental agencies ("Customer", "Government Entity") with assistance to obtain the described services from fully licensed vendors authorized to do business in the locations selected on Exhibit 3.

The North Central Texas Council of Governments intends to award Contracts through its TXShare purchasing cooperative to multiple Contractors. Members of TXShare ("Customer" or "Member") will have the option to utilize these contracts to fulfill their needs. The contract award does not guarantee any specific number of sales to any firm awarded under this contract. The goods or services will be provided on an as needed basis. There are no scheduled orders at this time, but there is the expectation that needs will arise among the various Customers of the TXShare cooperative. Vendors awarded contracts will be uniquely positioned to market their products to the Customers. Each Customer will negotiate their own orders on an as needed basis.

SECTION 2: TXSHARE COOPERATIVE PURCHASING PROGRAM

2.0 BENEFITS OF A COOPERATIVE PURCHASING PROGRAM

2.0.1 <u>How Does a Cooperative Purchasing Program Work?</u>

A government cooperative purchasing program, such as TXShare, is a cooperative arrangement for acquiring goods or services that involves aggregating the demand of two or more government agencies to obtain a more economical purchase.

Government entities (cities, counties, water districts, school districts, etc.) sign up as members to use cooperative purchasing programs through a cooperative purchasing agreement. Additionally, non-profit organizations are allowed to sign up as members.

2.0.2 <u>How Does a Government Entity Benefit</u>?

Cooperatives help government agencies find the right goods and services that best fits their need and expedite purchases without requiring additional solicitations (RFP or IFB) to comply with laws and regulations.

TXShare uses the North Central Texas Council of Governments ("NCTCOG") as the lead public entity to publicly solicit and award contracts through a Request for Proposal ("RFP") process. TXShare members are eligible to access these contracts by signing an intergovernmental agreement with the NCTCOG, thereby eliminating the need to complete their own RFP process.

Membership in the TXShare cooperative purchasing program provides the agencies with access to contracts for goods and services at pre-negotiated rates or prices. Typically, the entity member then purchases the goods or services by negotiating with the cooperative's awarded vendors and places purchase orders, or enters into sub-agreements, based on the rates or prices listed in the cooperative purchasing program's contracts.

2.0.3 <u>How Does A Vendor Benefit?</u>

A Request for Proposal (RFP) such as this one is a document that competitively solicit bids from potential vendors for goods or services. The lead public entity (NCTCOG) is an independent government entity that carries out the advertising and bid procedures required by state law.

All of TXShare's contracts are competitively bid and publicly awarded through this process. NCTCOG prepares the RFP incorporating the required cooperative purchasing language that allows its entity members across the nation to utilize the awarded contract(s).

Vendors respond to the RFP by submitting their proposals. NCTCOG evaluates the responses and awards a Master Services Agreement for the TXShare cooperative, thus establishing the availability for nationwide use of the resulting contracts.

Vendors who successfully compete in the RFP process and are awarded a contract will market to any public entity or non-profit and can then forgo the RFP process for an individual entity.

When marketing to a customer, the awarded vendor can provide a quote to the customer for its unique needs based on the pricing, terms and conditions of its contracts. For a vendor, being awarded a cooperative contract can help shorten the sales cycles considerably. This is especially beneficial for smaller firms, like startups, that may not otherwise be able to access the government market.

2.0.4 Mutual Benefits

Performing a competitive bidding process typically takes often in excess of 90 days to create the RFP solicitation, collect and evaluate proposals, then negotiate and award the contract. Reducing the amount of time that purchasing staff spend managing new solicitations and generating new contracts, especially for goods or services that don't require too much customization, saves months of administrative time and effort. Reducing the need to respond to every bid process and market directly to the customer saves time and money as well as is an "ace in the hole" for a vendor when closing the sale on its goods or services covered by a cooperative contract. Smaller governments customers can achieve price-saving advantages from purchasing off a cooperative program with greater purchasing power.

Note: There is no obligation on the part of any Customer to purchase goods or services through the awarded contracts nor is there any guarantee, implied or otherwise, that the awarded contractor(s) will make any sales based on this solicitation.

2.1 NCTCOG OVERVIEW

The North Central Texas Council of Governments is a voluntary association of, by, and for local governments and was established to assist local governments in planning for common needs, cooperating for mutual benefit and coordinating for sound regional development.

NCTCOG serves a 16-entity metropolitan region surrounding the cities of Dallas and Fort Worth. Currently the Council has 236 members, including 16 counties, 168 cities, 23 independent school districts, and 29 special districts. The area of the region is approximately 12,800 square miles, which is larger than nine states, and the population of the region is over 7.0 million, which is larger than 30 states.

NCTCOG's governing structure is as follows: each member government appoints a voting representative from their governing body. These voting representatives make up the General Assembly, which annually elects a 17-member Executive Board. The Board also includes one ex-officio non-voting member of the legislature. The Executive Board is supported by policy development, technical advisory, and study committees, as well as a professional staff.

2.2 TXSHARE PROGRAM EXPLANATION

NCTCOG intends to make the contract awarded from this solicitation available to other public entities through TXShare. By promoting their TXShare contract(s) to public entities, contractors reduce the need to repeatedly respond to public customer bids or requests for proposals. The contractor then realizes substantial efficiencies that will increase sales opportunities. Contractors agree to pay an administrative fee to TXShare calculated as a percentage of sales processed through the TXShare contracts awarded and held by the contractor. This administrative fee is not an added cost to be invoiced by the contractor to TXShare participants. This administrative fee covers the costs of contract marketing and facilitation incurred by TXShare.

Under the TXShare program, any public customer or non-profit can use the TXShare contract and its selected contractor(s) to make purchases necessary to pursue their own needs. Offerors awarded a contract under the TXShare program may offer their services nationwide if they desire to do so. The TXShare contract offers a unique advertising advantage to a contractor to promote its services, as the contract satisfies most public entities' procurement requirements.

2.3 CONTRACT MANAGEMENT AND REPORTING

The contractor will be required to track and report to NCTCOG its TXShare sales activities relating to the master contract. The contractor will be required to provide management reports on a quarterly basis. Examples of management report data include, but are not limited to:

• Participating public customer's name; pricing option chosen; total fee charged. NCTCOG and contractor will agree to form and content of reports after award of contract.

2.4 ADMINISTRATIVE FEE

TXShare will collect an administrative fee, in the form of a percentage of sales, that will apply to all sales between the contractor and public entities using the cooperative program awarded contract. NCTCOG is included as a public entity customer as it may also make purchases through the contract. The administrative fee will be remitted by the contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The administration fee for this program will be 2% of sales.

2.5 INTERLOCAL AGREEMENT

Governmental entities are extended the opportunity to purchase from contracts awarded by the NCTCOG TXShare purchasing cooperative by virtue of an interlocal agreement between the entity and NCTCOG. However, all parties understand, and all parties hereby expressly agree, that the NCTCOG is not an agent of, partner to or representative of those government entities and that NCTCOG is not obligated or liable for any action or debts that arise out of the government customer's purchase.

2.6 STANDARD TERMS AND CONDITIONS

The NCTCOG Procurement Standard Terms and Conditions can be found at <u>www.nctcog.org</u> in the "Open Procurement" section, or by clicking <u>here</u>. Proposers shall certify its compliance with these requirements as part of their proposal response by completing the certifications included with the RFP document "Attachments" section.

SECTION 3: GENERAL INFORMATION

3.0 CONTRACT INTENT

NCTCOG intends to contract with one or more qualified Offeror(s) based upon the qualifications of the Offeror and the categories of goods or services they are able to provide. However, NCTCOG anticipates exploring any viable alternative for providing these goods or services and may decide, after reviewing the proposals submitted, to reject all proposals and not to enter into any agreement.

3.1 ADMINISTRATIVE GUIDANCE

The information provided herein is intended to assist vendors in the preparation of proposals necessary to properly respond to this solicitation. The solicitation is designed to provide interested vendors with sufficient basic information to submit proposals meeting minimum requirements but is not intended to limit a submission's content or to exclude any relevant or essential data there from. You are at liberty and are encouraged to expand upon the specifications to give additional evidence of your ability to provide the services requested in this solicitation.

3.2 ADDENDA

Addenda to this solicitation will be made available to vendors of record by posting the addenda on the Public Purchase website. A "vendor of record" is defined as a vendor who has downloaded the solicitation directly from the <u>www.publicpurchase.com</u> website. It is the vendor's responsibility to check Public Purchase for any addenda that may be issued. You shall acknowledge receipt of addenda by checking the appropriate spaces on the cover sheet of this RFP and submit with their proposal.

3.3 SOLICITATION SCHEDULE

The anticipated schedule for the RFP process is given below. All times indicated are Central Time (CT).

RFP Issued	October 9, 2024	
Inquiry Period Ends	October 18, 2024	5:00 PM CT
Proposal Due Date	October 25, 2024	2:00 PM CT
Planned Contract Award	November 2024	

The anticipated schedule is as follows:

NCTCOG reserves the right to change this schedule at any time.

3.4 PRE-PROPOSAL CONFERENCE

None

3.5 QUESTIONS AND REQUESTS FOR CLARIFICATION (INQUIRY)

Questions arising subsequent to the issuance of this solicitation will be received until 5:00 PM CT on **October 18 2024**, and must be submitted electronically to <u>www.publicpurchase.com</u>. Questions received after this time may not be answered in sufficient time to benefit the vendor in preparing a proposal. General questions about the process may be answered directly to the inquirer. Any questions of a material nature that require clarification of, or additional information added to, the solicitation will be published via addenda posted to the Public Purchase website and available for viewing of all registered participants.

Proposers are responsible for reviewing the solicitation posting on the website <u>www.publicpurchase.com</u> for any updates related to this RFP prior to the closing date.

3.6 **PROPOSAL SUBMISSION**

To respond to this RFP, as well as receive notifications, updates, addenda, and other solicitation information, vendors are required to download the solicitation from the Public Purchase website. Failure to do so may result in vendor not receiving important information.

Submission of your proposal must be through uploading the proposal via Public Purchase website no later than **2:00 PM CT** on **October 25, 2024**, the proposal due date. Proposals shall be made in English in a searchable PDF format. It is your responsibility to ensure that the proposals are properly uploaded as described above by the designated due date and time. NCTCOG assumes no responsibility for delays caused by any reason. Late proposals will not be accepted nor considered. Proposals may be withdrawn at any time prior to the submittal deadline, but they may not be withdrawn after the official opening.

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

3.7 PUBLIC OPENING

The public opening for this RFP will be conducted beginning approximately 2:05 PM CT on the date proposal submissions are due. The opening meeting will be held virtually via Microsoft Teams and will be recorded. Please note that a large volume of proposals may result in a lengthy opening process. Meeting access information and the Teams meeting invite will be posted to Public Purchase prior to the date of the public opening. Only the names of the Offerors submitting a proposal will be read aloud. No other information will be disclosed at the time of opening.

Proposal information is restricted and not publicly available until after award of a contract. All documents associated with the proposal submitted, unless the Offeror indicates a portion of the proposal is proprietary, may be subject to public inspection in accordance with the Texas Public Information Act. Any part of the proposal that you desire to declare as confidential information must be noted as such where the information is found in the proposal. Claims of confidentiality are subject to the opinion of the Texas Office of the Attorney General, should NCTCOG receive an open records request. All information obtained during this solicitation will become property of NCTCOG.

The opening will be on Microsoft Teams as follows: Meeting ID: 281 693 359 090 Passcode: 9aK9jX Dial in by phone to (903) 508-4574 Phone conference ID: 436 579 922#

SECTION 4: EVALUATION AND AWARD

4.0 TIME FOR EVALUATION

Unless stated otherwise elsewhere in this Request for Proposals, all proposals of qualification submitted shall remain valid for a minimum of 90 calendar days after the due date to allow adequate time for evaluation and award.

4.1 EVALUATION PROCESS

All submissions in response to this solicitation will be evaluated in a manner consistent with the NCTCOG and all applicable rules and policies.

A proposal review committee will be assembled to perform the evaluations. In the initial phase of the evaluation process, the evaluation committee will review all proposals that have been received before the solicitation due date. Nonresponsive submissions (those not conforming to the solicitation requirements) will be eliminated. Each respondent bears sole responsibility for the items included or not included in the response submitted by that respondent. NCTCOG reserves the right to disqualify any submission that includes significant deviations or exceptions to the terms, conditions, and/or specifications in this solicitation.

4.2 BAFO AND CLARIFICATION REQUESTS

Once proposals have been submitted, the NCTCOG evaluates the proposals and determines which of those are determined to be reasonably qualified for award. Those so determined will be reviewed and scored. Clarification requests may be requested of firms where clarifying information is necessary to better understand meaning of any part of a bid submission. Best and final offers ("BAFO") for those reasonably qualified may be obtained by allowing the submission of a BAFO before the final decision is made to award a contract.

NCTCOG reserves the right to be the sole judge as to the overall acceptability of any submission or to judge the individual merits of specific provisions within competing offers.

4.3 ORAL PRESENTATIONS

NCTCOG reserves the right to require a presentation by the firm to supplement their written submission. These presentations will be scheduled, if required, after Proposals are received and prior to the award of the Contract.

4.4 AWARD OF THE CONTRACT

Upon completion of the evaluation process, NCTCOG may award the contracts to one or more respondent(s) whose submission is determined to be the most advantageous to NCTCOG.

4.5 PROPOSAL EVALUATION CRITERIA

The criteria to be used to evaluate submissions are as follows:

Pass/Fail Criteria	Fail Criteria Description			
Key Personnel	Points will be awarded on a pass/fail basis for the <u>clear inclusion</u> of the required components of <i>Key Personnel</i> information, as outlined in greater detail in Section 5.0 .			
References	References Points will be awarded on a pass/fail basis for the <u>clear inclusion</u> of the required information regarding References , as outlined in greater detail in Section 5.0 .			
Weighted Scoring Criteria		Weighted Maximum Percentage Points		
Project-Related Experience and Qualifications	Points will be awarded based on the <u>clear inclusion and quality of response</u> of response regarding the required information regarding <i>Project-Related Experience and Qualifications</i> , as outlined in greater detail in Section 5.0.			
Technical Proposal	Points will be awarded based on the <u>clear inclusion and quality of response</u> regarding the required details of the <i>Technical Proposal</i> , as outlined in greater detail in Section 5.0 .	50%		
Proposal Pricing	Points will be awarded based on responses to <i>Exhibit 1 & 2 - Pricing</i> , as outlined in greater detail in Section 5.0 .	20%		
	TOTAL POSSIBLE PERCENTAGE POINTS	100%		
Additional Points Criteria		Additional Points		
Proof of HUB Certification	Points will be awarded upon submission of <u>proof of certification</u> as a Historically Underutilized Business (HUB), Minority, Women-Owned or Disadvantaged Business Enterprise.			

SECTION 5: SPECIFICATIONS

5.0 SCOPE OF WORK

The desired outcome of this RFP is to retain a contractor(s) to supply municipalities, counties, school districts and other government agencies on an as-needed basis with the goods and services listed below:

Type B Wayfinding Signage, Type C Stone Base Design, And Type D Event Signage

- **Category 1: Fabricating Wayfinding Signage**: Fabricate new signs used in large complexes like office buildings, hospitals, hotels, retail, airports, schools, and museums to help people navigate through multiple floors and departments. Customer provides plans when required.
- **Category 2: Parks, Stadium and Campus Wayfinding Signage**: Fabricate new signs that are used to help students, staff, and visitors find their way around outdoor educational institution campuses as well as parks and recreation areas. Customer provides plans when required.
- Category 3: Architectural Wayfinding Signage: Fabricate new signs that integrate design and functionality to

complement the aesthetics of the building while providing clear navigation. Customer provides plans when required.

Category 4: Maintenance, Repairs, and Installation: Provide repair and maintenance of existing maintenance of the Customer's existing wayfinding ("Type B" wayfinding signage, "Type C" stone base design, and "Type D" event signage.). Provide installation of new fabricated signs when requested.

Category 5: Other Ancillary Goods & Services

This is a solutions-based solicitation, so your proposal shall include a narrative answering the questions in Sections 5.1 and 5.2 in a narrative that describes your ability to provide a solution to one or more of the categories listed.

5.0.1 <u>Purpose</u>

It is the intent of these specifications to describe requirements for referenced goods/services on an as needed basis. Goods and services must meet or exceed the standards set forth in the specifications as described herein.

5.0.2 <u>Category Offer</u>

You should prepare a proposal that describes in detail the goods or services that you are proposing to provide. Proposals must demonstrate your capability to provide <u>all or part</u> of the requested goods or services. A proposal will be evaluated only for the goods or services it proposes.

IMPORTANT: In your proposal, please provide a detailed narrative response explaining which of the services you can offer and a detailed summary of how you perform these services.

5.1 TECHNICAL SPECIFICATIONS

Please understand that there is no specific project ready at this time. This is for work to be determined in the future on an as-needed basis. The work to be performed under this contract will be defined on a project-by-project basis through a supplemental order direct from the Customer.

The Contractor shall furnish all labor, tools, equipment, materials, supplies, traffic control and mobilization required to effectively perform the required services in accordance with the specifications described herein. All travel time or mileage is the responsibility of the Contractor.

The following are specifications that apply to this RFP.

IMPORTANT: In your proposal, please provide a detailed narrative describing your product/service and address the following items as may be applicable and number your responses correspondingly. Please provide your answers on Exhibit 4 - Questionnaire.

- 5.1.1 Can you fabricate new Type B Wayfinding Signs, Type C- Monument Signs, and Type D Event Signs? Summarize your product line.
- 5.1.2 Will the fabrications be TxDOT (or applicable state transportation authority) approved if required? Can you provide your own engineered drawings? The engineered drawings shall be stamped and signed by an appropriate engineer licensed in the State of Texas (or applicable state).
- 5.1.3 Regarding fabrication of new signs, describe your project management and how you will coordinate with the customer the various aspects of the project, such as production and installation.
- 5.1.4 Explain how you are ensuring that the signage complies with local regulations and accessibility standards, such as the ADA.
- 5.1.5 Provide an example work schedule overview for:5.1.5.1 Maintenance5.1.5.2 New Installation

- 5.1.6 Explain how your maintenance or installation work is supervised.
- 5.1.7 Are there any supplies, parts or equipment customer is expected to provide?
- 5.1.8 Describe and clearly indicate any exceptions to the specifications in this section.
- 5.1.9 Can you perform sign assessments, and if so, when performing an Annual Assessment of Existing Wayfinding Signage, do your services include:
 - 5.1.9.1 Inspect all existing wayfinding signage?
 - 5.1.9.2 Identify and evaluate the severity of all deficiencies as falling under missing, failed, poor, fair, and good, and provide a narrative of the findings?
 - 5.1.9.3 Take images of the signs to validate each of the evaluation criteria?
 - 5.1.9.4 Log evaluation and pictures on Customer-approved database?
 - 5.1.9.5 Propose the corrective actions and identify the associated costs of the corrective actions for each of the signs?
 - 5.1.9.6 Provide Customer with a both a printed and digital document compiling the findings, images, and recommendations for the sign inventory?
- 5.1.10 Can you perform repair and maintenance, and if so, when performing Repair and Maintenance of Wayfinding Signage for types B, C, and D, do your services include:
 - 5.1.10.1 Repair wayfinding signs when provided engineering drawings?
 - 5.1.10.2 Regarding roadway signage, can you fabricate and replace sign panels as needed? Fabricated sign panels must meet TxDOT (or applicable state transportation authority). Standards for both TXDOT and City roadways (reflectivity, letter size, arrows). Panel replacement will occur in a set of four panels for each sign type for consistency. Can you provide engineered drawings to meet TxDOT standard?
 - 5.1.10.3 Install breakaway bases for all wayfinding signage located in the City right of way, excluding stone based (Type C). All signs in ROW must meet TxDOT breakaway standards. When applicable, new concrete must be poured for breakaway bases?
 - 5.1.10.4 Clean and touch up paint as needed per Customer requirements?
 - 5.1.10.5 Repair, replace, and tighten hardware as needed?
- 5.1.11 Can you perform repair and maintenance of Type D signage, and if so, when performing Repair and Maintenance of event sign Type D, can you:
 - 5.1.11.1 Repair sign cabinet and locks as needed?
 - 5.1.11.2 Remove existing sign and install breakaway bases. Bases must meet TxDOT standard and Contractor must provide their own stamped and signed engineered drawings to meet TxDOT standard. Note that the new footing for the event sign shall minimize torsional stresses on the signs?
- 5.1.12 Can you perform installation of your newly fabricated signs, and if so, when performing installation, does it include:
 - 5.1.12.1 Contractor be responsible for the erection and dismantling of all barricade or protective coverings necessary to safeguard the public and property during performance of the work?
 - 5.1.12.2 Contractor attach signs to substrates in accordance with engineer and manufacturer's instructions; install level, plumb and at proper height; repair or replace damaged units as directed by the Customer?
 - 5.1.12.3 Install all signage items including required footing, anchor bolts, fasteners, attachment metals, and other miscellaneous metal items in concrete or building wall material as required, and security of signs in place with no visible fasteners?
 - 5.1.12.4 Contractor responsible for compliance with all environmental and OSHA regulations?
 - 5.1.12.5 Contractor coordinating installation with Customer or applicable general contractor?
 - 5.1.12.6 Contractor determining wind load requirements and meeting compliance of same?
 - 5.1.12.7 Contractor ensuring that fasteners shall not be exposed unless noted, sign surfaces are not penetrated unless noted, do cause distortion, resistant to oxidation, and of the same metal, color and finish as the components when exposed to view?

- 5.1.13 Identify any subcontractors or third-party services that will be utilized in the performance of the repairs, maintenance or installation services.
- 5.1.14 Describe and clearly indicate any exceptions to these specifications not previously addressed in your answers above.

5.2 PROJECT RELATED EXPERIENCE AND QUALIFICATIONS

Please address the following areas in your narrative. Please use Exhibit 4 - Questionnaire to answer these questions.

- 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.
- 5.2.2 Any goods or services not outlined in the Scope of Work that you wish to offer.
- 5.2.3 Any major requirements of the RFP that cannot be met by your firm.
- 5.2.4 List the business location(s) out of which your firm's team members will work from. You are encouraged to provide options to cover multiple geographic areas outside of Dallas/Fort Worth.
- 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.
- 5.2.6 Describe your invoicing process. Payment terms? Is payment by credit card accepted?
- 5.2.7 Include a list of no more than five (5) similar contracts awarded within the last 5 years.
- 5.2.8 Identify any contracts within the past three years that were terminated due to non-performance.
- 5.2.9 State the warranty and length of same that may apply to the goods or services you are proposing.

5.2 OTHER REQUIREMENTS

5.3.1 Order for Work

The Customer and Contractor shall mutually establish understanding for what constitutes approval of a quote, the binding order for work, and any purchase order or other documentation that may be required before any work can proceed on any project.

Please understand that there is no specific project ready at this time. This is for work to be determined in the future on an as-needed basis by the Customer. The work to be performed under this contract will be defined on a project-by-project basis through a supplemental order direct from the Customer.

5.3.2 <u>Award</u>

NCTCOG reserves the right to award by line item, in whole, or in any combination as it deems to be in the best interest of the TXShare cooperative. Award may be made to one or more vendors. Customers further reserve the right to select the Contractor(s) that provides the best value for its material needs.

5.3.3 <u>Vendor Performance</u>

Vendor and their subcontractor(s) shall follow all applicable State of Texas laws and regulations relating to commercial motor vehicles and their proper maintenance, equipment, loading, and operation. Vendor and their subcontractor(s) shall also follow all traffic laws.

5.3.4 <u>Subcontracting</u> Vendor shall state names of all subcontractors and the type of work they will be performing. If a Vendor fails to specify a subcontractor, then Vendor shall be deemed to have agreed that it is fully qualified to perform the contract, and that the Vendor will fully perform the contract itself.

No Vendor whose bid is accepted shall (a) substitute any subcontractor, or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without approval in writing from the NCTCOG. The successful Vendor further agrees that Customer and its agents, servants and employees shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of or discrimination against employee or other violations of the provisions of this contract occasioned by the acts or omissions of the successful Vendor's subcontractors, their agents, or employees. The indemnification provisions of this contract shall apply to all subcontractors.

5.3.5 Payment for the material specified herein will be made with the price discounts applied as specified in the BID PRICE WORKSHEET.

5.4 GENERAL INFORMATION

5.4.1 Objectives.

The Master Agreement awarded for TXShare may cover a variety of services. Each Customer that selects to utilize the Master Agreement will negotiate the specific services it needs into a Supplemental Agreement with a customized SOW for that Customer. All proposals must be made based on, and either meet or exceed, the requirements contained herein.

5.4.2 <u>Service Area.</u>

In preparing a proposal, you will designate what geographic region(s) will be served. You must specify, on the service area designation forms included with their proposal, the service areas that they are willing and able to provide goods and services to. A vendor <u>does not</u> have to propose to service the entire State of Texas, nor have to propose to service all fifty (50) states, to be considered for an award of a TXShare contract.

Service area designation forms are found in Exhibit 3.

5.4.3 Service Category Offer.

You should prepare a proposal that describes in detail the goods or services that you are proposing to provide. Proposals must demonstrate your capability to provide <u>all or part</u> of the requested services. A proposal will be evaluated only for the services it proposes.

5.5 CONTRACT TYPE

If awarded, your proposal will result in a fixed price contract based on submitted pricing you propose. It is at your discretion to propose either unit pricing or a percentage discount off the list price for the goods or services you wish to offer. It is generally recommended that you propose a discount, however.

By signing this proposal, you certify that you have obtained and will continue to maintain during the entire term of this contract, all permits, approvals, or licenses, necessary for lawful performance of its obligations under this contract.

5.6 CONTRACT TERM

A contract resulting from this RFP shall be effective for <u>24 months</u> from the date of award. This contract will automatically renew for up to three (3) additional one-year periods, not to exceed five (5) years in total, unless earlier terminated as provided herein. NCTCOG reserves the right not to renew at its discretion.

5.7 WARRANTY/GUARANTEE

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

5.8 CATALOGS

Responding Offerors are requested to submit a proposal that will contain a schedule of goods or services line that would qualify under one or more of the Categories stated in Section 5.0 of these specifications. This schedule is commonly referred to as a "catalog".

Catalogs contain a range of items that are published in either an electronic or hard copy form and are modified from time to time to reflect internal and external changes in the vendor's marketplace. It is at the vendor's discretion to propose any limitations of the goods or services offered. A good or service offered must be listed in the catalog to be eligible for sale through a Category of the awarded contract.

Catalogs are to be submitted with the proposal and may be provided electronically using either a PDF document or web link. Use a spreadsheet or a searchable document containing the pricing information. A physically delivered hard copy of the catalog is NOT acceptable.

Catalogs may be priced with a percentage discount or a fixed unit price. Pricing may be one or multiple tiers of varying discounts based on purchase quantity.

5.9 QUALITY

It is expected that you have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the goods or services to members of the cooperative.

5.10 NEW GOODS AND SERVICES

New goods and services may be added to the resulting contract(s) during the term of the contract by written amendment, to the extent that those goods or services are within the scope of this RFP and include, but will not be limited to, new services added to the manufacturer's list offerings, and services which reflect new technology and improved functionality. Service Categories or individual items of a fixed price nature are subject to review and approval of the NCTCOG before addition to the contract. Individual items added to catalog awards do not require prior approval of the NCTCOG.

5.11 ALL OR NOTHING AWARD

"All or nothing" proposals are not acceptable and will be rejected. You must be willing to accept a partial award for any combination of the Categories proposed at the discretion of the NCTCOG.

The NCTCOG may award contracts to multiple Offerors supplying comparable goods or services, also known as a multiple award schedule, or award the contract to a single vendor. The NCTCOG's decision to make multiple awards or a single award will be based upon its sole discretion regarding the type of award that provides best value.

5.12 PRICING

When preparing your pricing offer, you should furnish it as a discount off of list price for each Category proposed and state "No Bid" for any Categories or sub-Categories you will not offer. NCTCOG will consider Categories individually and may make awards on each Category independently. NCTCOG reserves the right to select the proposal or proposals offering the most advantageous combination, with price and other evaluation criteria considered.

NOTE: The final negotiated discount will be incorporated into the Master Services Agreement with the awarded vendor(s). The discount pricing information provided in your proposal will be public information and will not be accepted marked as proprietary or confidential.

5.12.1 Catalog Pricing

The pricing that may be proposed for your catalog should be a <u>percentage discount</u>. Responding Offerors are requested to submit a proposal that will contain specific goods or services that would qualify under the Categories listed. A minimum percentage discount is to be stated for each Category. This is commonly referred to as "discount pricing".

The catalog offering a percentage discount should identify which Category of goods or services are covered by the catalog and the corresponding minimum percentage discounts that apply. The discounts may be broken down by category and quantity, as well as by subcategory or tier (to the extent of the proposer's choosing). The Proposer may be creative in the percentage tier discounts to the extent deemed appropriate.

A link to the schedule of list pricing for all catalog items must be provided with the initial contract during execution, and whenever the list pricing is updated. By providing the current list pricing, a potential Customer can determine the maximum cost for each item by multiplying the contractually awarded minimum percentage discount times the current published list price. The current published list price will be posted on the awarded Contractor's landing page on the TXShare website.

Changes to a percentage discount catalog that add, modify, or delete items during the term of the contract are allowed at any time and without prior approval by NCTCOG. However, the minimum percentage discount list price is fixed and may only change through execution of a contract amendment. The awarded Contractor however does have the option to allow a greater percentage discount when negotiating a purchase with the Customer.

A discount percentage off of list is considered to be a minimum discount, so the awarded Contractor is free to offer greater percentage discounts to a Customer as part of a purchase negotiation. A zero discount off catalog proposal is acceptable but may put the Contractor at a disadvantage when the Customer is comparing prices among competing Contractors. The Contractor may lower the unit price or increase the minimum discount percentage to be more competitive in a particular situation.

It is recommended that when offering a wide variety of goods and services that you propose a catalog percentage discount for all items in that Category (except any specific items specifically stated as excluded). Discount pricing also negates the need for submitting a request to amend unit prices every time there is a price increase for the good or service, as the contract will be awarded for the percentage discount and not for a specific unit price.

Any goods or services that <u>are not</u> specifically listed in the awarded Category catalog is ineligible to be sold under the contract except under Category "Optional Ancillary Goods and Services". These "goods or services not specifically listed" items, which are priced at a discount off of list price, may be only sold in companion with other goods and services specifically stated in the catalog under one of the other Categories. Goods or services that <u>are</u> listed under any Category, including Optional Ancillary Goods and Services, may be sold as stand-alone items.

Note: As previously stated, percentage discounts from list price are allowed but a markup percentage from cost is <u>not</u>, as this method is not allowable for purchases made via Federal grant money. Prices stated as a markup from cost are a cause for disqualification of those portions of your proposal.

Note: You may stipulate different discounts off different products or types of service (subcategories) within each Category, provided you clearly indicates how the different discounts apply to which goods or service subcategories.

5.12.2 General Proposal Information

You must clearly identify which Category your pricing submittal applies to.

You have the option (but are not required) to propose ancillary optional goods or services. Examples are similar product lines, inside delivery, set up, installation, maintenance agreements, travel costs, and other similar goods and services that are not specifically covered by any of the other PRICING CATEGORIES listed in the RFP. Please provide adequate information explaining what the ancillary good or service consists of.

Any good and or service that your business sells, and reasonably meets one of the category descriptions of this RFP, may be proposed. However, they all require pricing by either unit price or discount from list in the proposal. The list pricing may be by a schedule attached to your proposal or by a weblink to your business catalog. The pricing information, including link, are to be attached to the Price Sheet included in this RFP.

NOTE: Only goods or services categories that have pricing submitted in the proposal (either by unit cost or percentage discount off of list) are eligible for purchase through a contract award. You may propose pricing in a manner that works best for you to prepare your customized quotes to customers, but the pricing must be stated in such a manner that must be capable of audit by the customer.

- For example, if you propose a discount off list, then your current list price card for the items proposed must be made available so that the customer can calculate the contract price. Such would mean if you were proposing "10% discount off list price of tables", then you must provide with your proposal the current list price for tables offered under the contract.
- 5.12.3 <u>Exhibit 1 Categories Offered</u> All bidders must complete this form to indicate which categories whey are offering in their proposal. Check the appropriate box. If you are offering an "Other Ancillary Good or Service", you must list those goods and services under this Category in order for the goods or services to

be considered for award. Failure by the responding vendor to submit the clarifications by the deadline requested may result in disqualification of the proposal.

Note that not all RFPs will contain an Exhibit Price Sheet.

5.12.4 Market Basket - For Evaluation Purposes Only (If required).

FOR EVALUATION PURPOSES ONLY: Respondents are asked to fill out and return a copy of the Sample Market Basket Pricing Form, included as **Exhibit 2** in this RFP package. This item is used to evaluate a Respondent's 'best value' as opposed to raw percentage discounts and is used to score your proposed pricing. This market basket item will not be considered or used beyond evaluation purposes.

5.12.5 Price Escalation/De-escalation.

The unit pricing (or discount percentage) proposed by the Offeror shall be of a fixed price nature for the first six (6) months of the contract. Escalation requests may be made no more than every ninety (90) days and are subject to mutual written amendment to the contract between NCTCOG and the contractor. It is the responsibility of the contractor to petition NCTCOG changes to the pricing structure. The awarded contractor must provide upon request such supporting documentation as TXShare may require that justifies the requested price escalation.

A price change (based on the Bureau of Labor Statistics, Consumer Price Index escalation) may be considered. Price changes may not exceed the most recent 12-month CPI-U table. Request for increases must be submitted in writing for consideration. Should the price change be granted and the NCTCOG accepts, a written amendment will be executed.

Price decreases (or discount percentage increase) may be made at any time and without written agreement. Further, the awarded vendor may negotiate more favorable pricing terms with the individual customer based on quantity or other conditions of purchase without seeking approval from NCTCOG. Change to unit prices in a contract must be approved via mutual execution of an amendment to the contract. In the event of price decreases, an executed amendment is not required. If applicable, a copy of, or link to, the vendor's current pricelist should be submitted with the Proposal.

5.12.6 Sales Tax & Freight.

Do not include sales tax in proposal pricing. Nearly all Customers will be tax exempt. Freight/shipping cost should be addressed in your pricing. There is full flexibility on the vendor's behalf as to whether these costs are included in the price, or an additional charge to be determined at the time of the negotiation between the Contractor and Customer. However, this must be stated up front at the time of the submission of the proposal. Failure to state the method in the proposal will result in a default assumption of "additional charge" for freight/shipping costs when evaluating the proposal.

SECTION 6: HOW TO SUBMIT YOUR PROPOSAL

6.0 INSTRUCTIONS FOR RESPONDENTS

Following the Required Response Information instructions below, you are to prepare a written response regarding your ability to meet each requirement as outlined in the Specifications (Section 5).

Important Note: Your proposal shall consist of your responses to the Required Response Information outlined below and your completed Attachments I-XI, or the proposal may be disqualified as nonresponsive.

Required Response Information

Your proposal should consist of the following sections. Each section is to be clearly labeled using the following heading titles:

• **TAB A - Cover Page & Statement of Understanding** The initial submission pages of your proposal will consist of:

- Cover Page of this solicitation document.
- A brief statement of the respondent's understanding of the work to be done or desired deliverables requested in the solicitation.

• TAB B - Key Personnel

Attach statements of qualifications/resumes for the responsible **project manager(s)** who will oversee the delivery of goods or services under this RFP.

• TAB C - References

Include at least four (4) recent references for customers (preferably public agencies) for whom you have provided services similar to those requested in this solicitation within the last five (5) years. Please include the customer's name (if applicable), contact person, phone number, and email address for each reference. NCTCOG reserves the right to contact or visit any of the respondent's current and/or past customers to evaluate the level of performance and customer satisfaction.

• TAB D - Project-Related Experience and Qualifications

Proposals will be evaluated on the basis of experience in performing the requested goods/services.

Provide a written response regarding the firm's and/or individual's ability to meet each requirement for the category(ies) offered as outlined in Section 5.2 of the Specifications.

• TAB E - Technical Proposal

This section should consist of a narrative and constitute the major portion of the submittal. Respondent's proposal should detail their capabilities, knowledge and skills related to the desired deliverables and expectations, and address all questions outlined in Section 5.1 of the Specifications.

Include the completed **Exhibit 4** and add any additional information you wish to provide that explains your proposed solutions.

Failure to provide written response to items indicated in this section may be interpreted by NCTCOG as an inability by the firm to provide the requested product, service or function.

• TAB F - Pricing

Respondents should furnish a proposal that specifies discounts and list pricing for the services they propose using **Exhibit 1 & 2**.

Points will be awarded on the basis of the overall cost effectiveness and clarity of the information provided in the Exhibits.

• TAB G -Required Attachments

Include signed copies of all **ATTACHMENTS I through XI** and the completed **Exhibit 3** that are found in the back of this solicitation document. If an attachment does not apply, please mark as "Not Applicable" and submit with the proposal. IMPORTANT NOTE: ATTACHMENT XI is required by Texas Statute to be completed and signed by all bidders, regardless of their geographic location.

CHECKLIST

Please utilize this checklist to ensure that all required documents are included with your proposal. IF AN ATTACHMENT DOES NOT APPLY, PLEASE MARK AS " <u>NOT APPLICABLE</u> " AND SUBMIT WITH THE PROPOSAL. FAILURE TO SUBMIT <u>ALL REQUIRED DOCUMENTS</u> MAY NEGATIVELY IMPACT YOUR EVALUATION SCORE.
Cover Sheet & Statement of Understanding
□ Key Personnel
□ References
□ Project Related Experience and Qualifications
Technical Proposal
Attachment I: Instructions for Proposals Compliance and Submittal
Attachment II: Certification of Offeror
Attachment III: Certification Regarding Debarment
Attachment IV: Restrictions on Lobbying
Attachment V: Drug-Free Workplace Certification
Attachment VI: Certification Regarding Disclosure of Conflict of Interest
Attachment VII: Certification of Fair Business Practices
Attachment VIII: Certification of Good Standing Texas Corporate Franchise Tax Certification
Attachment IX: Historically Underutilized Businesses, Minority Or Women-Owned Or Disadvantaged Business Enterprises
Attachment X: Federal and State of Texas Required Procurement Provisions
Attachment XI: CIQ Form
Exhibit 1: Categories Selected, Discounts for Pricing & Current Published Price List
Exhibit 2: Sample Market Basket Form
Exhibit 3: Service Area Designation Forms

Exhibit 4: Questionnaire

Respondent recognizes that all proposals must be submitted electronically through **PUBLICPURCHASE.COM** by the RFP due date and time. All other forms of submissions will be deemed nonresponsive and will not be opened or considered.

ATTACHMENT I: INSTRUCTIONS FOR PROPOSALS COMPLIANCE AND SUBMITTAL

Compliance with the Solicitation

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

Compliance with the NCTCOG Standard Terms and Conditions

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

Acknowledgment of Insurance Requirements

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

Vendor Name

Authorized Signature

Typed Name

ATTACHMENT II: CERTIFICATIONS OF OFFEROR

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

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

Vendor Name

Authorized Signature

Typed Name

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

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

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

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

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

Vendor Name

Authorized Signature

Typed Name

ATTACHMENT IV: RESTRICTIONS ON LOBBYING

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

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

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

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

(Continued on next page)

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

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

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

Vendor Name

Authorized Signature

Typed Name

ATTACHMENT V: DRUG-FREE WORKPLACE CERTIFICATION

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

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

Vendor Name

Authorized Signature

Typed Name

ATTACHMENT VI: DISCLOSURE OF CONFLICT OF INTEREST 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.

Vendor Name

Authorized Signature

Typed Name

ATTACHMENT VII: CERTIFICATION OF FAIR BUSINESS PRACTICES

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

Vendor Name

Authorized Signature

Typed Name

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

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

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

Indicate the certification that applies to your corporation:

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

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

Type of Business (if not corporation):

- □ Sole Proprietor
- □ Partnership
- □ Other

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

Vendor Name

Authorized Signature

Typed Name

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

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

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

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

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

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

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

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

Vendor to Sign Below to Attest to Validity of Certification:

Vendor Name

Authorized Signature

Typed Name

ATTACHMENT X: 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 to 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.

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

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

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

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

Vendor Name

Authorized Signature

Typed Name

Date

-OR-

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

Vendor Name

Authorized Signature

Typed Name

Date

(Continued on next page)

DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

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

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

A) means, with respect to the entity or association, to:

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

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

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

Vendor Name

Authorized Signature

Typed Name

Date

-OR-

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

Vendor Name

Authorized Signature

Typed Name

(Continued on next page) 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 fuelbased 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.

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

Vendor Name

Authorized Signature

Typed Name

Date

-OR-

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

Vendor Name

Authorized Signature

Typed Name

ATTACHMENT XI:

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CI
his questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being tiled in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Data Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later han the 7th business day after the date the vendor becomes aware of facts that require the statement to be lied. See Section 176.006(a-1), Local Government Code.	
vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An iffense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	
Check this box if you are filing an update to a previously filed questionnaire. (The law n completed questionnaire with the appropriate filing authority not later than the 7th busine you became aware that the originally filed questionnaire was incomplete or inaccurate.	as day after the date on which
Name of local government officer about whom the information is being disclosed.	
Name of Officer	
A. Is the local government officer or a family member of the officer receiving or	
other than investment income, from the vendor?	ikely to receive taxable income
other than investment income, from the vendor?	ikely to receive taxable income
	t income, from or at the directio
Yes No B. Is the vendor receiving or likely to receive taxable income, other than investmen of the local government officer or a family member of the officer AND the taxable	t income, from or at the directio
Yes No B. Is the vendor receiving or likely to receive taxable income, other than investmen of the local government officer or a family member of the officer AND the taxable local governmental entity?	t income, from or at the directio income is not received from th maintains with a corporation o
Yes No B. Is the vendor receiving or likely to receive tax able income, other than investmen of the local government officer or a family member of the officer AND the taxable local governmental entity? Yes No Describe each employment or business relationship that the vendor named in Section 1 mother business entity with respect to which the local government officer serves as an ownership interest of one percent or more. Check this box if the vendor has given the local government officer or a family member	t income, from or at the directio income is not received from th maintains with a corporation o officer or director, or holds an officer or director, or holds an
Yes No B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable local governmental entity? Yes No Pescribe each employment or business relationship that the vendor named in Section 1 mother business entity with respect to which the local government officer serves as an ownership interest of one percent or more.	t income, from or at the directio income is not received from th maintains with a corporation o officer or director, or holds an officer or director, or holds an
Yes No B. Is the vendor receiving or likely to receive tax able income, other than investment of the local government officer or a family member of the officer AND the taxable local governmental entity? Yes No Describe each employment or business relationship that the vendor named in Section 1 respect to which the local government officer serves as an ownership interest of one percent or more. Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(2)(B)	t income, from or at the directio income is not received from th maintains with a corporation o officer or director, or holds an officer or director, or holds an

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:

- Category 1: Fabricating Wayfinding Signage
- _____ Category 2: Parks, Stadium and Campus Wayfinding Signage
- _____ Category 3: Architectural Wayfinding Signage
- _____ Category 4: Maintenance, Repairs, and Installation
- _____ Category 5: Other Ancillary Goods & Services

• Proposed Contractual Discounts on Pricing for Categories Offered

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

• Current Published Price List for Items Offered

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

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

BID PRICE WORKSHEET FOR RFP #2025-009

Item	Category #1: Building Wayfinding Signage Description	% Discount Off Your
Item	Description	Regular List Price
1	Materials	
	Category #2: Parks, Stadium and Campus Wayfinding Signa	ige
Item	Description	% Discount Off Your Regular List Price
2	Materials	
	Category #3: Architectural Wayfinding Signage	
Item	Description	% Discount Off Your Regular List Price
3	Materials	
	Category #4: Maintenance, Repairs, and Installation	
Item	Description	% Discount Off Your Regular List Price
4A	Labor	
4B	Materials & Supplies	

4C	Equipment & Mobilization	
	Category #5: Other Ancillary Services	
Item	Description	% Discount Off Your Regular List Price
5	Describe Below:	
A		

В

С

EXHIBIT 2 SAMPLE MARKET BASKET FORM

On the following page is a sample of items that you are asked to prepare a quote using your current price list. The MARKET BASKET WORKSHEET represents a sample of items that could be ordered by customers under the planned awarded contract. This is a HYPOTHETICAL example of items and does not constitute any sort of work that will be incorporated into the awarded MSA. It will be used only for scoring your evaluation.

For the items on the MARKET BASKET WORKSHEET, please enter your current unit price for the items you are offering in your proposal. Again, this form is for evaluation purposes only and will not be part of any awarded contract.

Please refer to the Section 5 and Attachment A for the sample specifications that would be followed to calculate your pricing in this hypothetical example.

Exhibit 2 - Market Basket Worksheet for RFP #2025-009

Item	Description (Assumi job location is in Southlake, TX)	^{ng} Qty	Unit of Measure	Current List Price	% Discount	Net Price After Discount
1	Annual Assessment of Existing Wayfinding Signage	72	signs			
2	 Labor Rate for Repair Services, consisting of but not limited to: i. Metal repair services. ii. Reinforcement of signs. iii. Transport to and from sign site. iv. Installation and/or removal of signs. v. Installation and/or removal of breakaway bases. 	1	hour			
3	Labor Rate for Field Painting Services, consisting of but not be limited to:i. General Surface prep for paint services.ii. Priming surfaces as required.iii. Additional details listed in Attachment A.	1	hour			
4	Labor Rate for In Shop Painting Services, consisting of but not be limited to: i. General Surface prep for paint services in shop. ii. Priming surfaces as required in shop. iii. Installation and/or removal of signs. iv. Transport to/from shop.	1	hour			
5	Labor Rate for In Shop Welding Services, consisting of but not be limited to:i. General Surface prep for welding services in shop.ii. Welding including aluminum welding as required in shop.iii. Installation and/or removal of signs.iv. Transport to/from shop.	1	hour			
6	Item A. TXDOT Roadway Sign, per Attachment A Specs, Complete FOB Plant	1	Each			
7	Item A. TXDOT Roadway Sign, Alternate 1 per Attachment A Specs, Complete FOB Plant	1	Each			
8	Item B. TXDOT Roadway Sign, Alternate 2 per Attachment A Specs, Complete, FOB Plant	1	Each			
9	Added Charge for Installation of TXDOT Roadway Sign	1	Each			
10	Item C. Stone Based Vehicle Directional Sign, Complete and Installed	1	Each			
11	Item D. Dual Pole Design Vehicle Directional Sign, Complete, FOB plant	1	Each			
12	Added Charge for Installation of TXDOT Roadway Sign	1	Each			
13	Item E. TXDOT Street Sign, Complete, FOB Plant	1	Each			
14	Item F. Pedestrian Directional Sign, Freestanding, Complete, FOB Plant	1	Each			
15	Item G. Pedestrian Directional Sign, Pole Mounted, Complete, FOB Plant	1	Each			
16	Item H. Parking Directional Sign, Pole Mounted, Complete, FOB Plant	1	Each			

EXHIBIT 3 SERVICE DESIGNATION AREAS

	Texas Service Area Designation or Identification					
Proposing Firm Name:						
Notes:	Indicate in the appropriate be	ox whether you are proposing to service th	e entire state of Texas			
	Will service the entire state of '	Texas Will not service the entire	Will not service the entire state of Texas			
	that you are proposing to pro	rvice the entire state of Texas, designate on ovide goods and/or services to. By designat lling and able to provide the proposed goo	ing a region or regions, yo			
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)

	Nationwide Service Area Designation or Identification Form						
Proposing Firm Name:							
Notes:	Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.						
	Will service all fifty	(50) states	Will not service fifty (50) states				
	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. 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.						
Item	State	Designated					
			egion/MSA/City proposing to service entire state)	as a Service Area			
1.	Alabama						
2.	Alaska						
3.	Arizona						
4.	Arkansas						
5.	California						
6.	Colorado						
7.	Connecticut						
8.	Delaware						
9.	Florida						
10.	Georgia						
11.	Hawaii						
12.	Idaho						
13.	Illinois						
14.	Indiana						
15.	Iowa						
16.	Kansas						
17.	Kentucky						
18.	Louisiana						
19.	Maine						
20.	Maryland						

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

EXHIBIT 4 QUESTIONNAIRE 2025-009

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

5.1 Technical Specifications

5.1.1 Can you fabricate new Type B - Wayfinding Signs, Type C- Monument Signs, and Type D - Event Signs? Summarize your product line?

5.1.2 Will the fabrications be TxDOT (or applicable state transportation authority) approved if required? Can you provide your own engineered drawings? The engineered drawings shall be stamped and signed by an appropriate engineer licensed in the State of Texas (or applicable state).

5.1.3 Regarding fabrication of new signs, describe your project management and how you will coordinate with the customer the various aspects of the project, such as production and installation?

5.1.4 Explain how you are ensuring that the signage complies with local regulations and accessibility standards, such as the ADA.

5.1.5 Provide an example work schedule overview for:

5.1.5.1 Maintenance

5.	1.5.	3	New	Instal	lation

5.1.6	Explain how yo	ar maintenance	e or installation	work is sup	pervised.

5.1.7 Are there any supplies, parts or equipment customer is expected to provide?

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

- 5.1.9 Can you perform sign assessments? _____ If so, when performing an Annual Assessment of Existing Wayfinding Signage, do your services include:
 - 5.1.9.1 Inspect all existing wayfinding signage?
 - 5.1.9.2 Identify and evaluate the severity of all deficiencies as falling under missing, failed, poor, fair, and good, and provide a narrative of the findings?
 - 5.1.9.3 Take images of the signs to validate each of the evaluation criteria?
 - 5.1.9.4 Log evaluation and pictures on Customer-approved database?
 - 5.1.9.5 Propose the corrective actions and identify the associated costs of the corrective actions for each of the signs?
 - 5.1.9.6 Provide Customer with a both a printed and digital document compiling the findings, images, and recommendations for the sign inventory?
- 5.1.10 Can you perform repair and maintenance? ______ If so, when performing Repair and Maintenance of Wayfinding Signage for types B, C and D, do your services include:
 - 5.1.10.1 Repair wayfinding signs when you are provided engineering drawings?
 - 5.1.10.2 Regarding roadway signage, can you fabricate and replace sign panels as needed. Fabricated sign panels must meet TxDOT (or applicable state transportation authority) standards for both TXDOT and City roadways (reflectivity, letter size, arrows). Panel replacement will occur in a set of four panels for each sign type for consistency. Can you provide engineered drawings to meet TxDOT standard?
 - 5.1.10.3 Install breakaway bases for all wayfinding signage located in the City right of way, excluding stone based (Type C). All signs in ROW must meet TxDOT breakaway standards. When applicable, new concrete must be poured for breakaway bases?
 - 5.1.10.4 Clean and touch up paint as needed per Customer requirements?

5.1.10.5 Repair, replace, and tighten hardware as needed?

- 5.1.11 Can you perform repair and maintenance of Type D signage? _____ If so, when performing Repair and Maintenance of event sign Type D, can you:
 - 5.1.11.1 Repair sign cabinet and locks as needed?
 - 5.1.11.2 Remove existing sign and install breakaway bases; bases must meet TxDOT standard and Contractor must provide their own stamped and signed engineered drawings to meet TxDOT standard; note that the new footing for the event sign shall minimize torsional stresses on the signs?
- 5.1.12 Can you perform installation of your newly fabricated signs, and if so, when performing installation, does it include:
 - 5.1.12.1 Contractor be responsible for the erection and dismantling of all barricade or protective coverings necessary to safeguard the public and property during performance of the work?

- 5.1.12.2 Contractor attach signs to substrates in accordance with engineer and manufacturer's instructions; install level, plumb and at proper height; repair or replace damaged units as directed by the Customer?
- 5.1.12.3 Install all signage items including required footing, anchor bolts, fasteners, attachment metals, and other miscellaneous metal items in concrete or building wall material as required, and security of signs in place with no visible fasteners?
- 5.1.12.4 Contractor responsible for compliance with all environmental and OSHA regulations?
- 5.1.12.5 Contractor coordinating installation with Customer or applicable general contractor?
- 5.1.12.6 Contractor determining wind load requirements and meeting compliance of same?
- 5.1.12.7 Contractor ensuring that fasteners shall not be exposed unless noted, sign surfaces are not penetrated unless noted, do cause distortion, resistant to oxidation, and of the same metal, color and finish as the components when exposed to view?
- 5.1.13 Identify any subcontractors or third-party services that will be utilized in the performance of the repairs, maintenance or installation services.

5.1.14 Describe and clearly indicate any exceptions to these specifications not previously addressed in your answers above.

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.

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

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

5.2.4 List the business location(s) out of which your firm's team members will work from. You are encouraged to provide options to cover multiple geographic areas outside of Dallas/Fort Worth.

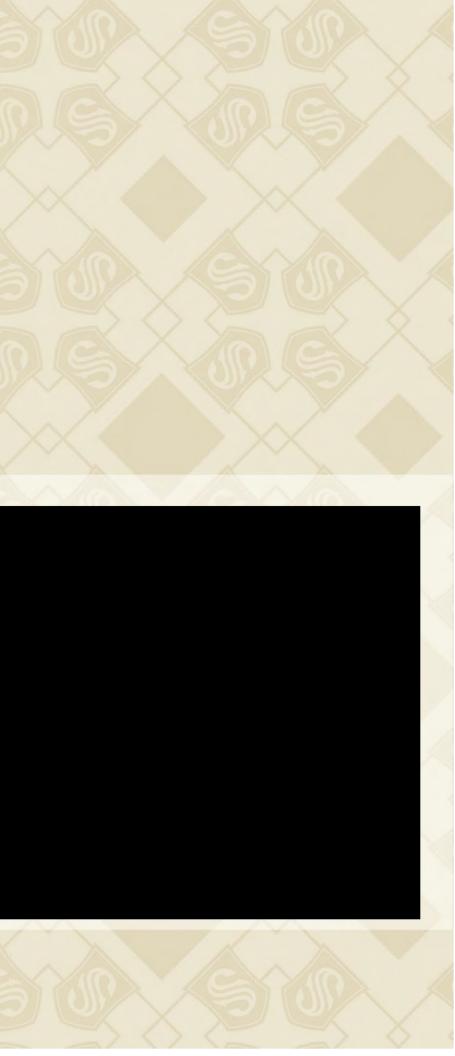
5.2.5 Provide an overview of Proposer's organization, size, years in business, and experience; major clients; and other information that you feel would assist in our evaluation process.

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

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

5.2.8	Identify any contra	ects within the past	three years th	at were termin	ated due to nor	n-performance.
5.2.9	State the warranty	and length of same	e that may app	ly to the good	s or services yo	u are proposing.

Attachment A





REDMOND SCHWARTZ MARK DESIGN

DRAWING FOR DESIGN INTENT ONLY. NOT INTENDED FOR CONSTRUCTION.

10.22.09 11.02.09 05.12.10



GENERAL SIGNAGE SPECIFICATIONS

These specifications are provided for the signage, graphic elements and the signage fabricator, and are a supplement and subservient to the general project specifications provided by architect/developer of record. The sign fabricator is responsible for obtaining and complying with the general project specifications in addition to these.

I. PERFORMANCE INFORMATION NON-DISCLOSURE AGREEMENT

All ideas, designs, arrangements and plans indicated or presented by these drawings were created, evolved and developed for use on and in connection with the specified project and cannot be used for other projects.

For the purpose of this package, the term "Contractor" shall mean sign fabricator or sign contractor and the term "sign" shall refer to any fabrication object, or article of graphics or furniture described in these drawings and/or specifications.

The acceptance of these drawings by contracted vendors, bidders, fabricators, or contractors and their agents constitutes agreement to the following conditions:

II. DESIGN INTENT DRAWINGS

A. Details on drawings indicate a design approach for sign structures but do not necessarily include all fabricating details required for the complete structural integrity of the signs. It shall be the responsibility of the contractor to perform the complete structural design of the signs and to incorporate all the reasonable safety factors necessary to protect the Developer, General Contractor, and RSM against public liability.

B. Fabrication and installation design: Unless otherwise directed by Developer, design to withstand severe guest abuse, souvenir theft or vandalism, but not less than equivalent of resisting simple hand implements and tools (screwdrivers, knives, coins, keys, and similar items), and adult physical force for approximately 10 minutes. All fabricated signs shall also be built to withstand normal maintenance operations used by employees/staff.

C. Electrical Design: None of the signs in this package require internal illumination or electrical. All exterior illumination by others.

- D. Resulting working drawings, shop drawings and contract documents including permit documents are the sole responsibility of the Contractor in every respect. Contractor is responsible for obtaining all permits in the area or country of the project.
- E. If requested, RSM shall review the shop drawings only for conformance

with general design intent, and will in no way be responsible or liable for any results of construction from working drawings, material selection, shop drawings, contract documents or any other agreements other than agreement with the Developer authorizing these documents.

III. QUALITY ASSURANCE

A. Quality of Workmanship

The Contractor shall be responsible for the quality and delivery of all materials, and workmanship required for the execution of the contract including the materials and workmanship of any firms or individuals who act as his or her subcontractors. It is desired that the Contractor for work of this type shall have in-house, broad knowledge, diverse shop and field experience, flexibility, coordinating ability, skilled craftsmen, and physical labor as necessary as well as facilities to produce quality products. Contractor shall be responsible for providing subcontractors with complete and up-todate drawings, specifications, graphic schedule and other information issued by RSM.

B. Performance

The contractor shall base his or her proposal on the performance of all services, including all items of labor, material and equipment required for the complete fabrication and installation of the specified work within the time frame agreed to by Contractor, Developer, and RSM.

C. Dimensions

Written dimensions on the drawings shall take precedence over scaled dimensions. Contractor shall verify and be responsible for all dimensions and conditions shown by these drawings as they relate to actual material sizes, existing construction and related site conditions. If there are discrepancies with dimensions or materials, it is the responsibility of the Contractor to bring it to RSM's attention before fabrication for any clarifications deemed necessary.

D. Sign Package Graphics Schedule

Copy, quantities and references shown on the Graphics Schedule shall take precedence over drawings. Specification shall take precedence over the large scale details. The large scale details shall take precedence over the smaller scale drawings. If there are discrepancies it is the responsibility of the Contractor to bring it to RSM's attention before fabrication for any clarifications deemed necessary.

E. Execution

In the case of discrepancies, in quantities, dimensions, message, or any other related elements fabricator is to notify RSM before proceeding further in any operation, in order to resolve the issues in guestion. It is required that the Contractor not attempt to resolve the discrepancies without consulting RSM.

F. Contractor Recommendations The contractor shall carefully study the detailed drawings for the various signs and make specific recommendations and changes if those changes will improve the quality of any sign. Such recommendations and changes shall be approved in writing by RSM or their technical representative prior to preparation of shop drawings or fabrication of any samples of signs.

G. Artwork

Macintosh based electronic artwork as required by the sign contractor for symbols or custom designed graphic components (i.e. logos, logo types, arrows, or patterns) will be provided in Mac-based Adobe Illustrator CS3 format at a scaled percentage of the final size. The appropriate art scan will be provided when necessary. All required copy layouts and text for project signage system is the responsibility of the sign Contractor. All enlarging and reducing is the responsibility of the sign Contractor. Contractor shall submit an itemized list of all required artwork at time of bid. Note: Any artwork required beyond electronic computer artwork noted above (i.e. additional custom copy layouts, formatting for other platforms), linotronic output, or copying to other media, etc.) will be billed to the contractor on a time and materials basis by RSM. RSM cannot provide copies of licensed fonts.

H. UL (or similar) Compliance If needed, Complete Underwriters Compliance (for the United States) or approved recognized testing agency (for other countries), compliance, as required, is the responsibility of the Contractor.

I. Labeling

There shall be no visible labels, manufacturer's or otherwise, code permitting, on the completed signs. If labels are required, a sample label and intended location along with an explanation of the requirements must be submitted for review by RSM and Developer, prior to application and/or installation.

J. Stock

All material, hardware, electrical components, finish. etc. used to fabricate any and all sign components shall be "NEW" (not previously used or operated in any other application) and from the most recent original manufacturer's production run/supply and appropriately matched to the service conditions required of the site.

K. Testing

Contractor is required to provide Developer or Owner with a copy of all Testing Inspection Reports as may be required by local or international codes. An independent testing lab may be hired by the Developer to do inspection and material testing. Contractor is not to proceed with the work until all unsatisfactory conditions have been corrected by the contractor in a manner acceptable to the Developer.

Specifications 1 of 5

0.22.09

11.02.09

05.12.10

06.14.10

IV. SUBMITTAL

A. Shop Drawings

The Contractor shall submit three (3) sets of detailed shop drawings for each sign type to General Contractor for review prior to production. These drawings are to show and indicate all materials, finishes, construction details, and installation details of artwork and signage structure. This includes types and locations of fasteners, attachments, joint details, internal frames, reinforcements, support backing, and connection to support structure or mounting surface. Shop drawings and data shall be reviewed with such promptness as to cause no delay in the work.

The Contractor shall make all corrections required and resubmit for final review. Shop drawings for all signs must be approved by General Contractor or Developer before production starts.

B. Conflicts/Contradictions w/ Drawings or Conditions

The contractor should recognize and bring to RSM any conflicts or contradictions either in regards to the drawings or as the drawings relate to other disciplines or contractors. All conflicts should be described in writing and the Contractor is to provide alternative solutions to resolve the conflict. All conflicts are to be resolved and any changes approved by RSM and Developer prior to sign fabrication.

C. Product Data

The Contractor shall submit manufacturer's technical data and installation instructions for each type of sign and/or fixture required as will be provide in the completed, installed sign unit. Identification of all materials used, by manufacturer's descriptive literature, control number, name, code number, batch and formula when available shall be provided by the Contractor.

D. Specific Samples

The Contractor shall submit two samples and/or prototypes as specified on the drawing sheet, minimum size 8.5"x 11" or as requested by RSM of each color and finish on the specified materials and/or accessories required for signs. Samples must be submitted in a time frame allowable for review of color, texture and aesthetic compatibility to any existing adjacent materials. Compliance with all other requirements is the exclusive responsibility of the Contractor. When specified, furnish full-size samples of sign materials. Resubmit samples if requested until all specifications are met and approved.

E. Structure

Installation, internal structure, mounting assemblies and foundations are by Contractor and are to adhere to design intent of RSM if specified. Contractor to coordinate and provide Architect of Record and General Contractor with drawings indicating placement and structural requirements for architectural backing. Contractor shall submit three sets of prints and one reproducible

set of comprehensive engineering drawings incorporating an adequate foundation and/or mounting structure for all sign components to meet all load and wind requirements and given site conditions. The contractor shall, at his or her expense, submit to General Contractor for distribution and review, calculations, sealed by certified engineers registered in the state or country of final installation, for all structural members including foundations.

F. Custom Fabricated Items

The Contractor is to submit shop drawings of all custom fabricated items and specifications on all standard pre-manufactured items.

G. Maintenance

The contractor shall provide the Developer with complete finish/component care instructions as specified by the manufacturer for on-going cosmetic sign cleaning and maintenance. Three sets are to be submitted. Contractor to provide Developer with one (1) gallon or one (1) liter (unopened and clearly marked) of each paint color/finish used on the project.

H. Copy/Text/Verbage Layouts

The Contractor shall provide the Developer full size black and white copy layouts required for all signs and all copy prior to fabrication. Layouts must be submitted to the Developer and/or RSM in a time frame allowable for review, multiple adjustments and approval without delay to the project. Final copy of all signs, including size and fonts used to be reviewed and approved by Developer prior to final fabrication. RSM is not responsible for correct adherence to code, copy information or location of signs. City, County, State, or Country sign requirements supersede information shown in the RSM sign designs.

V. FINISHES

A. Colors and Surface Textures

All colors shall match exactly the color and finish specifications provided by RSM. Exercise care to assure that finished surfaces are unblemished in the completed work. For exposed signage, materials with applied colors or other characteristics related to appearance, Contractor shall provide color matches indicated, or if not indicated, as selected and reviewed by RSM.

B. Surface Preparation

All surfaces shall be thoroughly cleaned and free from dust, dirt, rust, scale, mill scale, oil, greasy materials or residue from cleaning. All structural metals shall be cleaned by sandblasting. Except as indicated or directed otherwise, finish all surfaces smooth. All coatings shall be applied in strict accordance with the manufacturer's recommendations. All paint products shall conform to local codes. All finished pieces shall present a uniform opaque color appearance unless specifically indicated otherwise by RSM.

C. Painted Finish

1. Ferrous Surfaces

2. Aluminum

Using Matthews paint products finish, with 1 coat 74-734 74-735 Metal Pretreat @ .25 mils DFT or 1 coat 74-793 Spray Bond @ .15 to .25 mils DFT and 1 coat Matthews Acrylic Polyurethane 1 mil DFT (min). Matthews paints are not available, Contractor to use similar and submit to RSM for approval prior to fabrication.

- 3. Bright Metals
- 4. Plastic Surfaces specifications.

D. Application

All applications of color coatings are to be equal and of consistent cover with no "streaking", "spotting", "gradation" or other variations within and from each similar application.

E. Ultra-Violet/Fading Protection Contractor shall utilize materials, coatings and processes to minimize as much as possible any noticeable fading of pigmented coatings.

F. Neon Returns

All exposed neon returns and double backs are to be opaque with a top coat to match the field area immediately behind that neon unless otherwise specified.

VI. MATERIALS

A. Acrylic

Color Translucent Sheet Where sheet material is indicated as a "color," provide color translucent sheet of density required to produce uniform brightness without halo-like effect. Material provided shall be appropriately matched to the intended permanent field conditions. Note: Where translucent material is called out as 'cast', 'formed' or 'molded' resin, acrylic or polycarbonate (i.e. 'Lexan', 'Tuffac', etc), the Contractor shall research and specify the optimum material and

Using Matthews paint products, finish with 1 coat 74-734 & 74-735 Metal Pretreat @ .25 mils DFT, 1 coat Matthews Acrylic Polyurethane 1 mil Dft (min.). Observe designer's specification regarding specularity (matte to gloss). If Matthews paints are not available, Contractor to use similar and submit to RSM for approval prior to fabrication.

Match finish (polished, satin, brushed, etc.) detailed on drawing. If specified, coat with a non-yellowing polyurethane clear coat.

All plastic to be paint finished according to paint manufacturer's

10.22.09 11.02.09 05 12 10 06.14.10

fabrication method for the desired finish and/or effect. Contractor shall provide samples of such materials as indicated on RSM drawings.

B. Acrylic/Transparent Sheet

Where sheet material is indicated as "clear" provide colorless sheet in gloss finish, with light transmittance of 92% where tested in accordance with the requirements of ASTM D-1103 (or similar local or country standards).

C. Aluminum Sheet

Provide aluminum sheet of alloy and temper recommended by the aluminum producer or finisher for the type of use and finish indicated and with no less than the strength and durability properties specified in ASTM B-109 for 5005-H15 (or similar local or country standards).

D. Aluminum Extrusion

Provide aluminum extrusion of alloy and temper recommended by the aluminum producer or finisher for the type of use and finish indicated and with not less than the strength and durability properties specified is ASTM B- 221 for 6063-T5 (or similar local or country standards).

E. Structural Steel

Contractor to coordinate with Architect of Record all internal structural steel support as required, to meet the requirements of the permanent installation. Contractor to provide Architect of Record and General Contractor with drawings indicating placement and structural requirements for architectural backing.

F. Fasteners

Unless otherwise indicated, provide concealed fasteners fabricated from metals that are non-corrosive to either the signage materials or the mounting surface. Where screw-heads are necessarily visible, they shall be flat-head and 'painted out' to match the adjacent surface.

G. Vinyl Machine-Cut Copy

Vinyl machine-cut copy shall be of 3M Scotchcal brand film or other product with provable identical performance specifications and warranty conditions. Any vinyl other then 3M must be submitted to RSM for review and approval prior to fabrication.

Any vinyl other then 3M must be submitted to RSM for review and approval prior to fabrication.

H. Paint

Paint shall be manufacturer's highest grade for best ultraviolet light resistance, weatherability and overall longevity of finish and color. Paint shall have a written warranty against premature fading and be approved by RSM prior to construction. Prior to close-out, Contractor shall turn over to Developer (3)

copies of complete paint schedule indicating colors used on each sign type.

I. ENGINIEERING AND WINDLOADS

Signs should be detailed and engineered by selected sign Contractor to withstand severe windloads in potential hurricane or wind storm conditions; engineering should comply with local sign and building code requirments and calculations and drawing should be submitted with shop drawings for review.

VII. FABRICATION

Intent of Specifications: It is intended that all finished work be of highest quality to pass eye-level examination and scrutiny by RSM and the Developer. Contractor to assume responsibility for coordinating with the various team members (including General Contractor, Lead Architect of Record, Landscape Architect, and RSM) all locations of sign types, as well as footings and foundations, structural engineering, and blocking as may be necessary within walls. Contractor is responsible for coordinating with General Contractor all electrical power requirements and connections to all applicable sign locations.

A. Copy Application:

All sign copy shall be crisp, sharp, clean, and free from "ticks," discontinuous curves, line waver, and similar type of imperfections.

- 1. Sign copy to comply with the requirements indicated for size, proportion, style, spacing, content, position, material, finish and color of letters, numbers, symbols and other graphic devices.
- 2. All letter forms shall be aligned so as to maintain a baseline parallel to the sign format, with margins and layout as indicated on design drawings and approved shop drawings.
- 3. Silk-screening copy: Finish sheen of copy to match sheen of copy panel background (gloss, semi-gloss, or sheens between). Edges of letters shall be straight and corners sharp. Surfaces of letters shall be uniform in color, finish and free from pinholes and other imperfections.
- 4. Routed copy: Cutting and routing shall be done in such manner that edges and corners of finished letter forms shall be sharp and true. Letter forms with nicked, cut, ragged, rounded (positive or negative) corners, and similar disfigurements will not be acceptable. Letter forms shall be aligned so as to maintain a base line parallel to the sign format, with margins and layout as indicated on RSM design drawings and approved shop drawings. Vertical strokes shall be plumb. Mechanically fasten center of letters to acrylic plastic as required.

B. Signage/Cabinet:

- accessories as required.
- RSM prior to fabrication.
- corners.
- 0099 (or similar in country of project).
- similar defects.
- dissimilar materials.
- dimensions.

1. Details shown on the drawing shall be followed for exterior appearance. Structural design shall utilize unitized, self-supportive framing. Fabricate cabinet, exposed faces and graphic devices to size and style indicated and produce surfaces free from oil canning, warping, distortion or any irregularities or inconsistencies. Include internal bracing for stability and attachment of mounting

2. Contractor may change interior construction shown on these details to conform with their shop practices. However, these changes must be submitted as part of the shop drawings and be reviewed by

3. Construct all work to eliminate burrs, cutting edges and sharp "

4. Qualifications: Welding must be performed by operators who are currently qualified by tests as prescribed in AWS D1.1, D1.2, or D1.3 (or similar), as applicable, and/or certified by a recognized building or code authority. Submit gualifying data and certification to Developer for approval. Welding must conform to the acceptable requirement of AWS D1.1, D1.2, and D1.3 and MPS 11-

5. Parts indicated to be turned must be accurately machined/worked from solid stock to dimensions indicted or on approved shop drawings. Finished surfaces to be polished smooth unless otherwise indicated or directed by Developer, free of any visible pits, voids, or

6. Make all signs tight fitting, between parts and sections, and with adjacent surfaces. Unless indicated otherwise, non-welded joints between various portions of signs must be weatherproof (for exterior signs) and have tight, hairline-type appearance, without gaps (varying or otherwise). Provide sufficient fastenings to preclude looseness, racking, or similar movement.

7. Conform with manufacturer's recommended fabricating procedures regarding fastening, restraining, expansion and contraction of

8. Isolate dissimilar materials. Exercise particular care to isolate nonferrous metals from ferrous metals, including fasteners.

9. Metal thickness: Provide metal thicknesses most appropriate for the fabrication conditions. These must all be called out in the shop drawings. RSM to be advised of any changes to specified

Specifications 3 of 5

0.22.09

11.02.09

05.12.10

06.14.10

- 10. It is the responsibility of the contractor to schedule reviews of signs in production with Developer for approval. Review meetings are to be scheduled at the convenience of the Developer.
- 11. All non-painted exposed metal to be stainless steel unless otherwise specified.
- 12. Signs to be assembled and mounted so as to provide reasonable ease of access and replacement of all components. ie: use conforming, accessible, but not visible fasteners where possible.

D. Fastenings:

- 1. Fasteners on sign-face surface shall not be exposed, except where specifically noted.
- 2. Sign-face surfaces shall not be penetrated during fabrication or installation of signs, except where specifically noted.
- 3. Sign-face surface shall not be deformed, distorted, or discolored by attachment of concealed fasteners.
- 4. All fasteners shall be resistant to oxidation or other corrosive action completely through their cross sections.
- 5. Work shall be secured with fasteners of the same metal, color and finish as the components they secure where they are exposed to view.

E. Mock-Ups

- 1. Mock-Ups of specific sign(s) may be requested by RSM as part of the final Design Intent Documents. The cost of Mock-Ups will be a part of fabricators bid.
- 2. Mock-Ups will be specified in drawings as two or three dimensional, as well as being operational or not.
- 3. Mock-Ups will be specified in drawings for in-shop or on-site review, and coordinated with Developer and all interested parties.
- 4. Mock-Ups will be reviewed and signed off by Developer, RSM, and interested parties prior to fabrication and installation.

G. Aluminum Sheet:

Not less than 0.125" (or equivalent metric measurement) thick unless noted otherwise fabricate by the HELIARC or MIG welded, filled and ground smooth, unless the seam occurs along a color break. Then a clean butt joint with concealed backing channel and plug weld is acceptable upon receipt of RSM approved sample to match surrounding material finish. All binds, curves and folds to be geometrically correct and produced by a consistent mechanical method unless approved otherwise by RSM

H. Jointing and Brake Forming:

All sheet metal shall have brake formed edges with radii not greater than sheet thickness unless otherwise specified. Adjacent stock shall have edges with similar radii.

I. Weldina:

All exposed welds are to be ground smooth to match surface of adjacent material.

VIII. INSTALLATION

A. Contractor shall be responsible for determining the erection and dismantling of all barricade or protective coverings necessary to safeguard the public and property during the performance and duration of his or her work.

B. Contractor shall attach signs to substrates in accordance with the structural engineer's and the manufacturer's instructions unless otherwise shown. Install level, plumb and at proper height. Repair or replace damaged units as directed by and to the approval of Developer or RSM.

C. Installation of all signage items shall be by the contractor. Installation includes provision of any required footing, all anchor bolts, fastenings, attachment metals, and other miscellaneous metal items embedded in concrete or building wall material as required, and security of sign units in place with no visible fasteners.

D. Contractor is responsible for compliance with all applicable environmental regulations.

E. Contractor is responsible for compliance with all OSHA regulations (or similar regulations in country of project).

F. Contractor must coordinate installation with General Contractor so that overall project schedule is not impacted.

G. Contractor is responsible for determining site wind load requirements and insuring that all signs comply.

IX. CLEANING/PROTECTION AND WARRANTIES

A. All items to be installed by the contractor shall be left in a clean condition. Upon completion of the installation of each sign, clean all soiled sign surfaces and "touch up" as directed by Developer or RSM. in accordance with the manufacturer's instructions. All debris and packing material shall be removed and disposed of in a legal manner. The protective masking of the plastic surfaces shall be removed by the contractor upon completion of installation. All excavation and site work shall be returned to its original grade

configuration after contract items are installed.

B. Finish Surfaces

Sign units shall be warranted in writing by the contractor for a period of no less than one year from the date of Developer acceptance. All finishes are to be warranted for 5 years from the date of Developer acceptance. There shall be:

- sign face.
- stipulated in the specifications.

- 5. No corrosion of the fasteners.
- original color and material.
- drawings or in the specifications.
- C. Structure/Components
 - installation of signage work.
 - workmanship.
 - satisfaction or Developer.

D. Contractor shall have total and complete responsibility for the security of all equipment, materials, and sign components until reviewed and accepted by the Developer.

1. No delamination of any parts of the sign or of lettering from the

2. No cupping, warping or dishing in excess of the requirements

3. No bubbling, crazing, chalking, rusting or other disintegration of the sign face, messages or edge finish of the panels.

4. No corrosion developing beneath the paint surface of the support systems, except as the result of obvious vandalism.

6. No movement of signs from their foundations. The signs must remain true and plumb on their foundations, except when the sign has sustained obvious post-installation external damage.

7. No fading of the colors when matched against a sample of the

8. No variation of any other performance specified by RSM on the

1. Contractor shall provide Developer with (3) copies of the written warranty prior to installation, guaranteeing to correct, to Developer's satisfaction, at contractor's sole expense, all defects in fabrication, faulty materials, workmanship, design, and installation of signage work for a period of one year after completed

2. Fading, cracking, warping, peeling, delaminating, rusting, corroding, and structural failure, including distortion by whatever cause, shall be construed as failure because of faulty materials and

3. Failures during warranty period shall be repaired or replaced to

0.22.09 11.02.09 05.12.10 06.14.10 6

Specifications 4 of 5

E. Contractor shall use a marine grade rust inhibitor on all exposed stainless steel and exposed steel applications. The use of such product in regular maintenance will increase the design life of the metal and elminate the need for frequent polishing to keep up appearances. Use a "Lear Chemical Corrosion Block" product or similar.

X. PERMITS

A. Securing and paying for all permits required by local governmental agencies is the responsibility of the Contractor. Inspections and tests necessary for the construction and placement of all work required by the applicable governing agencies is by the Contractor.

B. Contractor shall secure and pay for all insurance required by law including but not limited to Liability, Worker's Compensation, Comprehensible Constructual Liability, Personal Injury, Comprehensible Auto and Property on-and off-sites.
Contractor shall check insurance requirements for terminology and coordinate insurance requirements with project general specifications. Insurance requirements should be checked for terminology and coordinated with general specifications.

C. Contractor shall not reveal or disseminate any information to any persona(s), private or public, other than RSM, Developer, or contractor's personnel as necessary to execute the contract without first contacting the Developer for permission.

XI. LARGE FORMAT COMPUTER OUTPUT

High resolution large format computer output to comply with the following:

1. Minimum resolution 200 dpi.

2. Process: 3M SCOTCHPRINT (or approved equal).

3. Substrate: Opaque or Translucent Scotchcal film (or approved equal).

- 4. Finish: 2 mil matte overlaminate.
- 5. Input: Electronic art as specified to be provided by RSM.
- 6. Warranty: 8 year minimum

XII. CODE REQUIREMENTS

All Signs Must Comply With ADA Guidelines if located (in the United States) and/or County/City/Fire Marshall Code Requirements:

- A. Contractor to provide copy of approved city or county fire marshall drawing sets of all applicable signage.
- B. Contractor responsible for all signs complying with all applicable codes for specified region.

XIII. BID NOTES

Original fabrication quotes shall be sent directly to the Developer with copies of all pricing information to be sent simultaneously to RSM and General Contractor.

Pricing shall be submitted in accordance with the bid documents.

Bidding contractors are required to clearly indicate in writing within their bid the method of construction anticipated, the materials to be used, and any exclusions or exceptions to the bid documents.

XIV. Coordination

All foundations / power plans / specialty lighting / LED, to be coordinated by management contractor. All wiring / fixtures / anchoring / minor foundations to be by signage fabricator.

XV. ACCEPTANCE OF SPECIFICATIONS

Contractor has read and understands the above specifications and agrees to the terms outlined above.

I hereby acknowledge that I/we have read, understand, and accept responsibility for compliance with the provisions set forth within these specifications and will comply with all specifications.

Contractor Signature:

Date: _____

- 11	
	10.22.09
	11.02.09
	05.12.10
	06.14.10
1	
	(*)
	· · · · ·
-	
	7

Specifications 5 of 5

City of Southlake Signage: Goudy Old Style Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ abcdefghijklmnopqrstuvwxyz 0123456789

City of Southlake Signage:



Keep Right

TxDOT SIGN PANEL GREEN (FOR REFERENCE ONLY)

CITY OF

TxDOT FONTS & ARROWS The Fabricator shall legally acquire at their own expense all project fonts from the specified distributors.

TxDOT Right of Way Signage: Highway Gothic B

ABCDEFGHIJKLMNOPQRSTUVWXYZ abcdefghijklmnopqrstuvwxyz 0123456789

TxDOT Right of Way Signage:



left







Straight





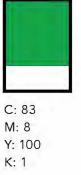




Keep Right

Keep Left







Fonts, Arrows, City Logo Schedule	8
	05.12.10
	05.12.10
	11.02.09
	10.22.09

PAINTS All paints to have Satin Finish unless otherwise specified. All paints and finishes shall match exactly the color, finish, and texture of the Mathews Paint Color System.

(P4)

(P1 MP - 32071

White Wonder

(P2)

MP - 20985

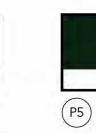
Metallic

Ancient Gold

(P3)

Plumage

MP - 06126 MP - 13549 Walworth Green



MP - 14769 **Tin Soldier** Green



Black to match existing city light pole



MP201161 Art Deco Bronze Met

Stone to match

Design Plan

Southlake Urban

M1

MATERIALS

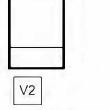
M2

TxDOT Type C Encapsulated Beaded

VINYL All vinyl sheeting shall match exactly the color, finish, and durability of the manufacturers products as noted

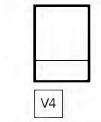
NOTUSED





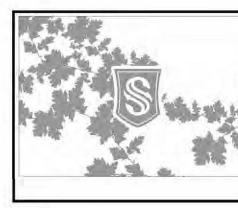
White

3M Opaque Vinyl - 7725-10



3M Reflective Vinyl - 580-10 White

PATTERNS Sizing, angle, and orientation of pattern, reference design drawing.



S1 Pattern Specs

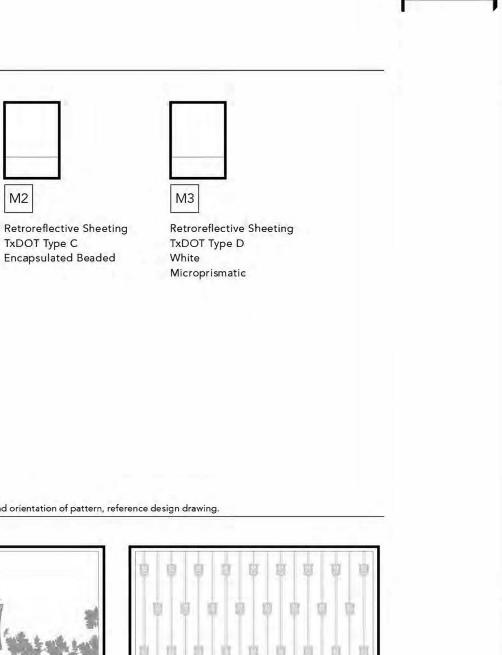
Notes: Sign fabricator to provide paint sprayouts on aluminum and material samples to design team for review and approval by design team prior to final fabrication.

Please Note: All colors and materials selected are to be approved by RSM and city prior to final fabrication and installation of all sign types.

S2

Specs

Alternate Pattern



Ì	05.12.1		
ł			
ł	_		

Paint, Material, Vinyl & Pattern Schedule

* MOCK-UP LEGEND:

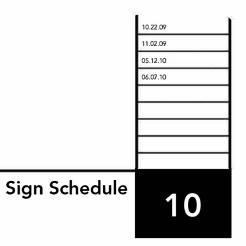
1. Full Size, 2D, Moveable Mock-Up; 3M Full Color Digital Print On Plywood Backing; On site review in each location.

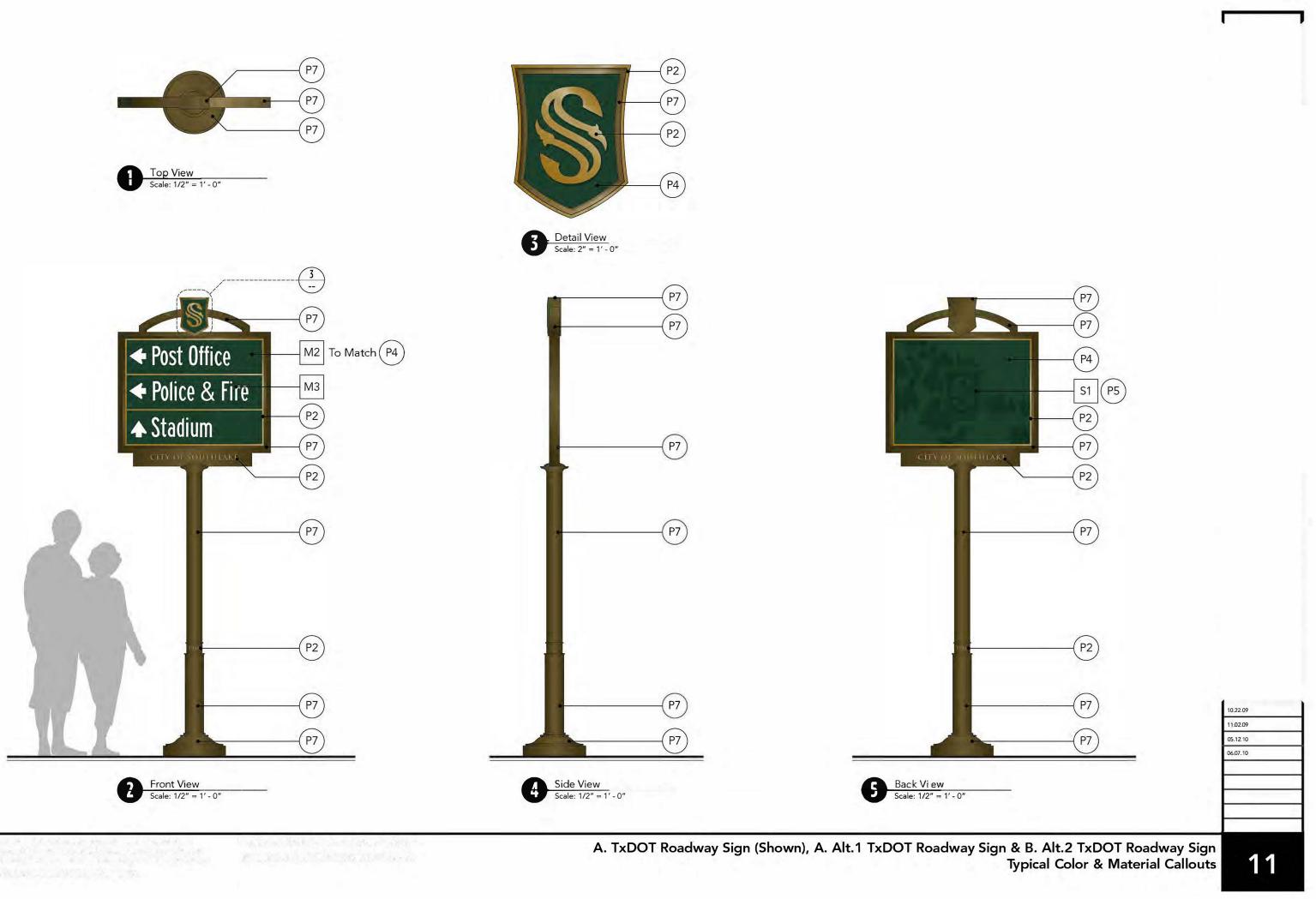
- 2. Partial 3D Working Mock-Up; On site review.
- 3. Full 3D Working Mock-Up; On site review.
- 4. Full Size 2D Black & White Prints Of All Type And/Or Icons Required.
- 5. No Mock-Up Required.

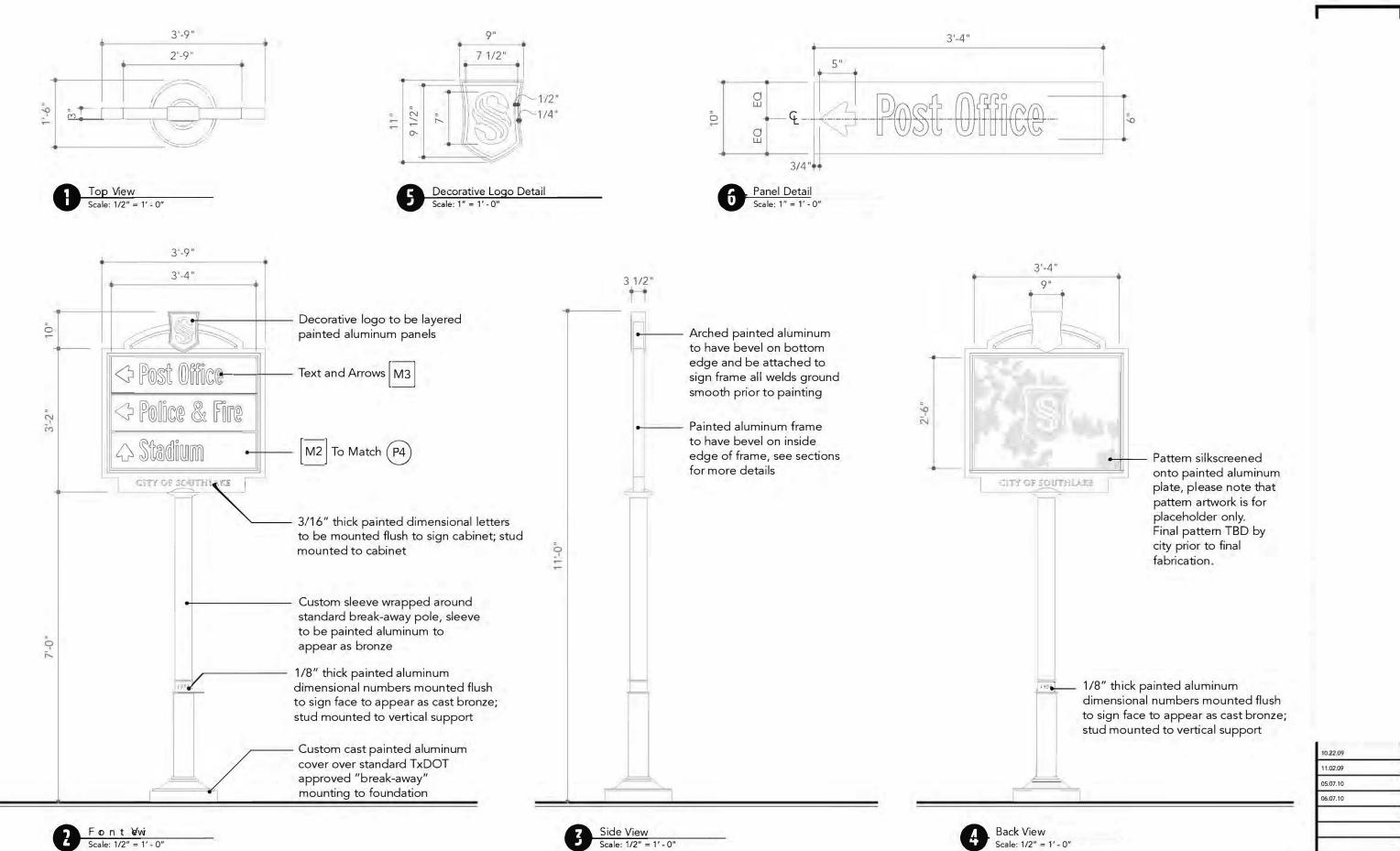
TYPE	SIGNTYPE	MOCK-UPS REQ.*
Α	TxDOT Roadway Sign	3, 4
	(45" wide x 38" tall)	1
Α	TxDOT Roadway Sign	4
(alt.1)	(48" wide x 38" tall)	
В	TxDOT Roadway Sign	4
(alt.2)	(45" wide x 48" tall)	9
С	Stone Monument Sign Design	3, 4
	(Vehicular Directional)	
D	Dual-Pole Sign Design	2, 4
	(Vehicular Directional)	
Е	TxDOT Street Sign	3, 4
	(Intersection Announcement)	
F	Pedestrian Directional	3, 4
	(Freestanding)	
G	Pedestrian Directional	4
	(Pole Mounted)	
н	Parking Directional Sign	4
	(Pole Mounted)	

Additional Notes:

Sign fabricator to verify all site locations prior to fabrication to determine if any special mounting or foundation conditions exist.
All sign types listed above are non illuminated signs.

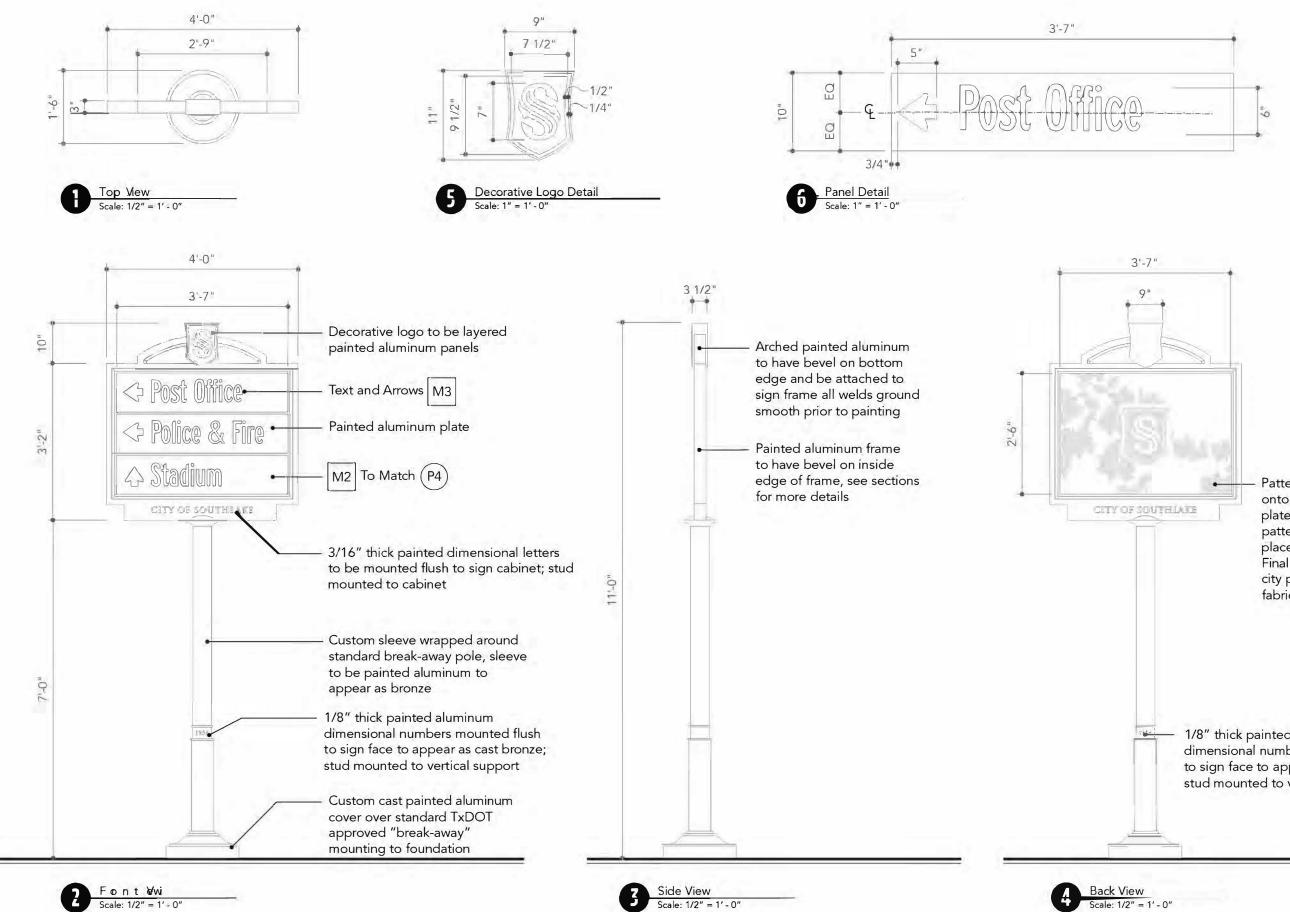






ATTEND AND A SHORE AND A SHEER THE

A. TxDOT Roadway Sign - 45" Wide x 38" Tall Notes & Dimensions



ATTEND AND A SHORE AND A SHEER THE

TATALAS, BUCKERSHIDS ----

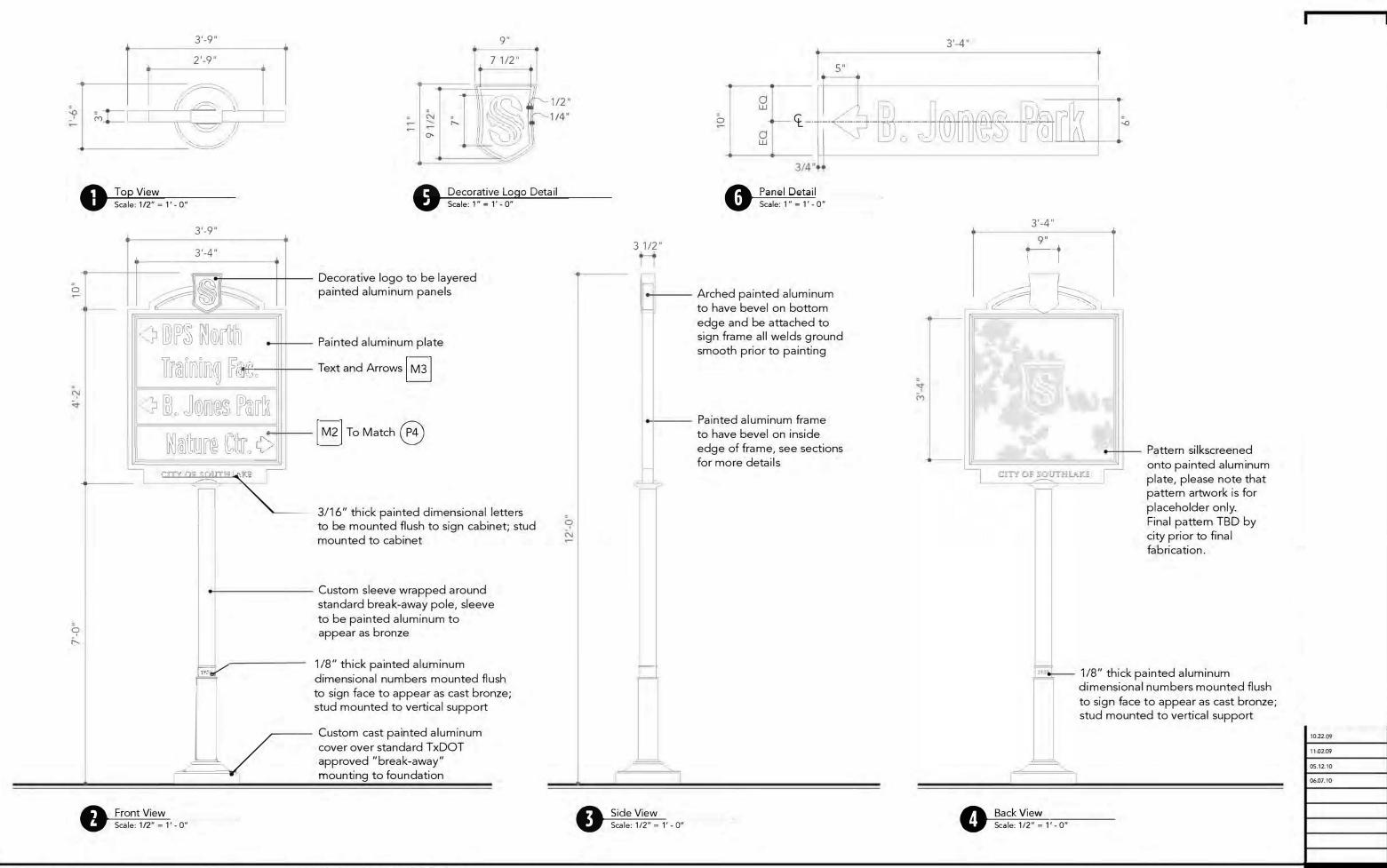
A. Alt.1 - TxDOT Roadway Sign - 48" Wide x 38" Tall **Notes & Dimensions**

Pattern silkscreened onto painted aluminum plate, please note that pattern artwork is for placeholder only. Final pattern TBD by city prior to final fabrication.

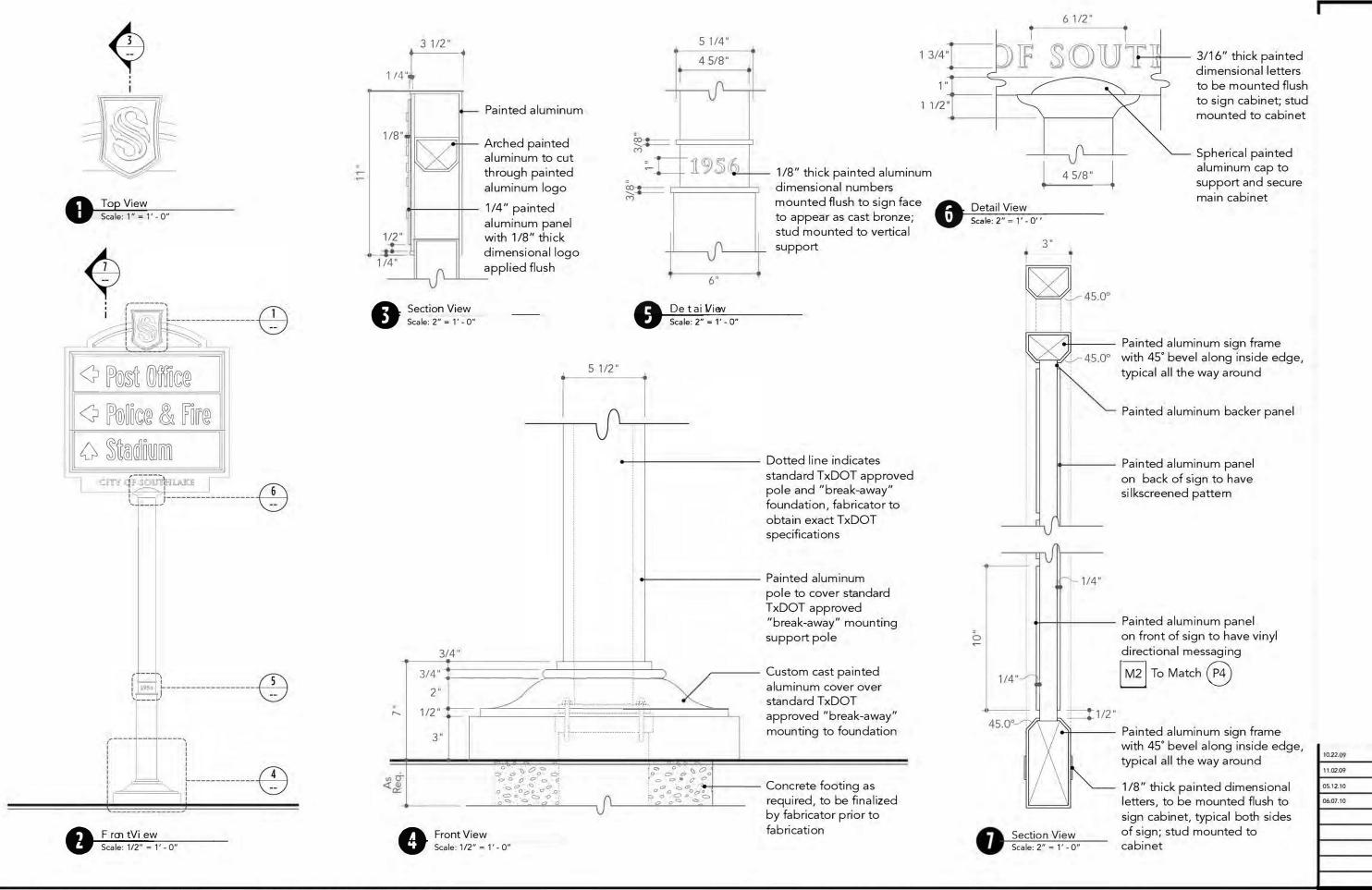
1/8" thick painted aluminum dimensional numbers mounted flush to sign face to appear as cast bronze; stud mounted to vertical support

/iew			
/2" =	1'	-	0'

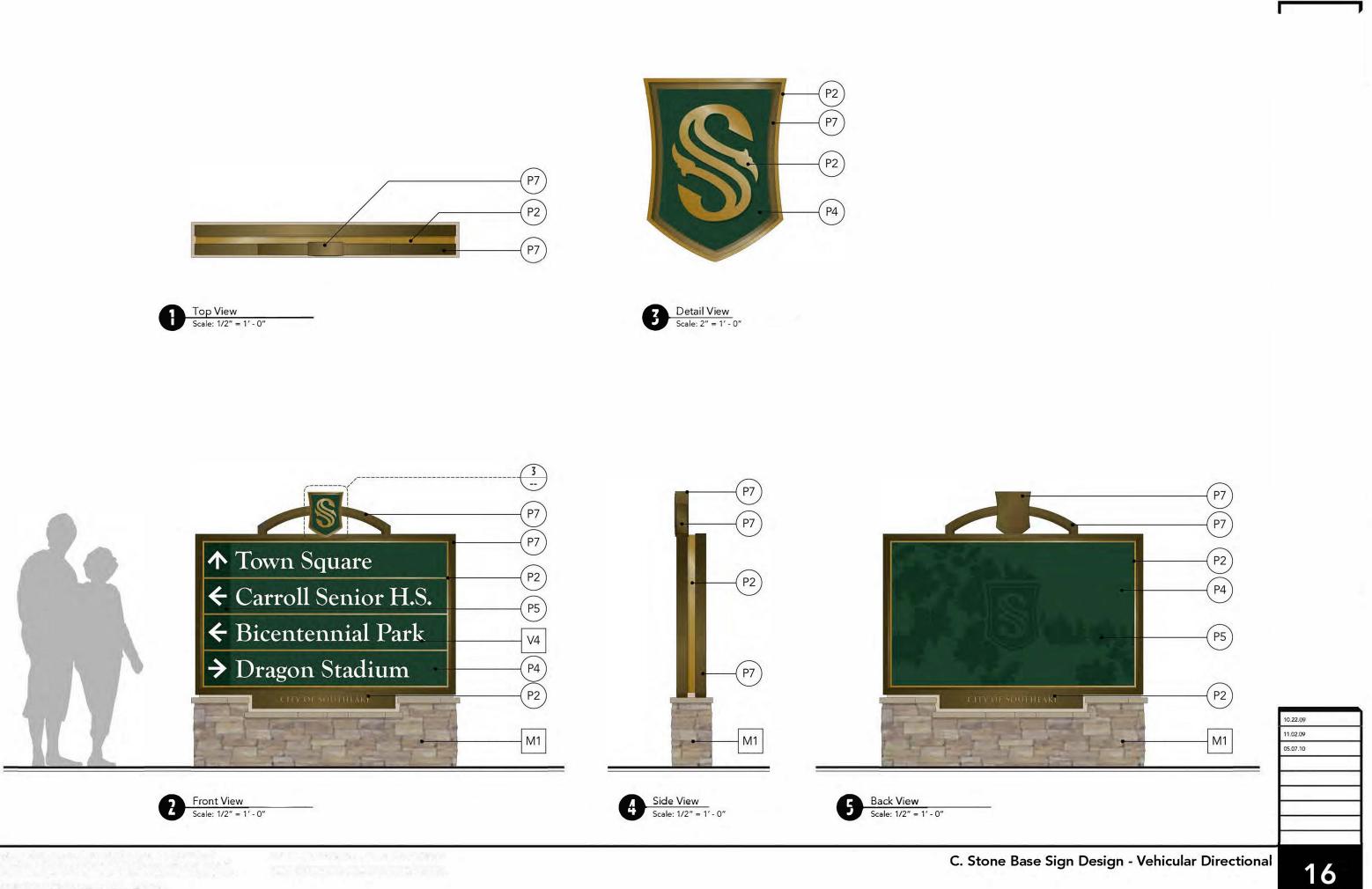
10.22.09	
11.02.09	
05.07.10	
06.07.10	
	-
	-
	-
	_
-	
11	2

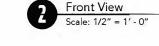


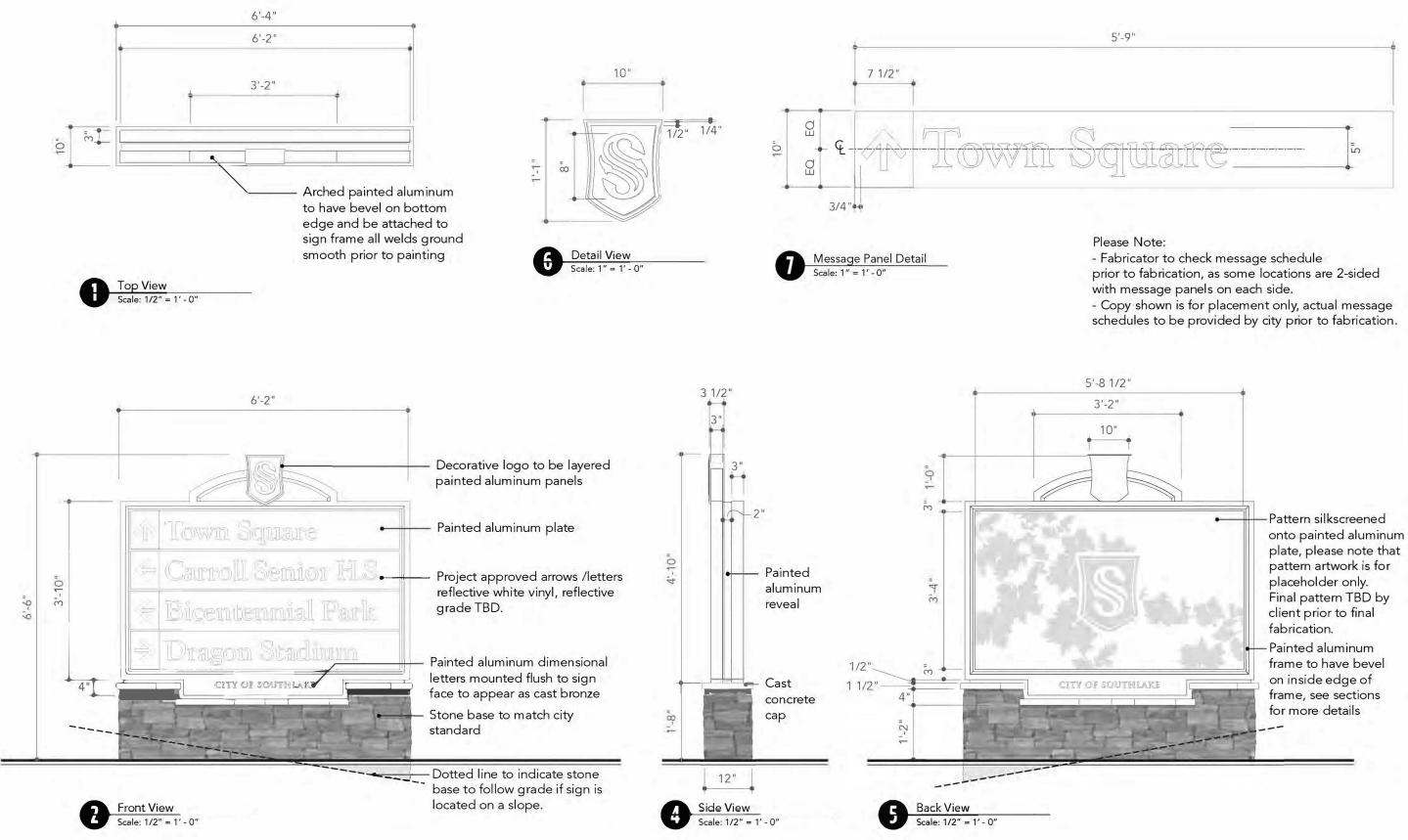
the first of the off of a standard back of shall the Constant of the standard back B. Alt.2 - TxDOT Roadway Sign - 45" Wide x 48" Tall Notes & Dimensions



n an an ann an Annaidh an Annaichtean Annaichte A. TxDOT Roadway Sign (Shown), A. Alt.1 TxDOT Roadway Sign & B. Alt.2 TxDOT Roadway Sign Typical Details & Sections







NUMERAL DURING THE

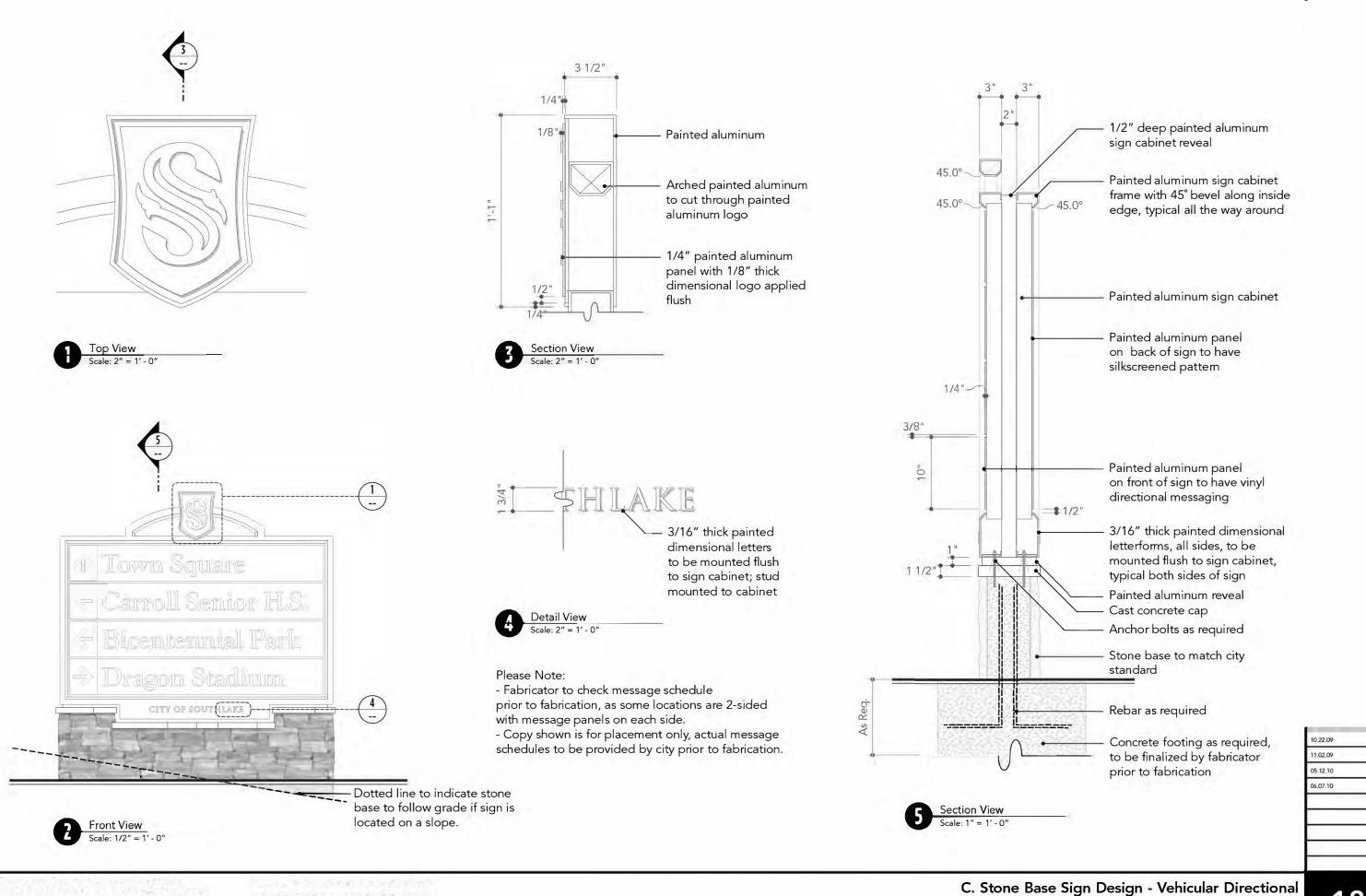
C. Stone Base Sign Design - Vehicular Directional Notes & Dimensions

 	-
have a sure of subscience in the same or sure or an	 10

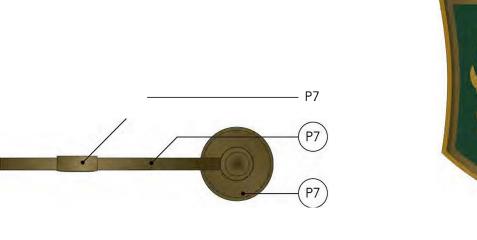
17

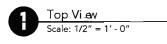
10.22.09

11.02.09 05.12.10

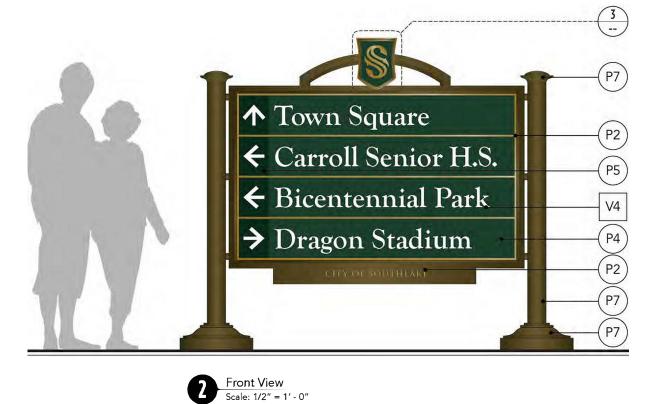


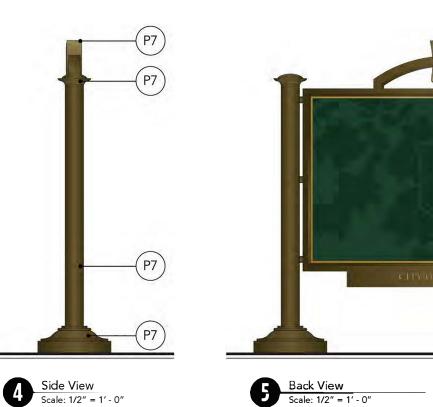
Details & Sections









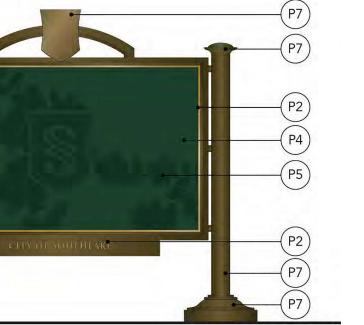


(P2) P7

(P2)

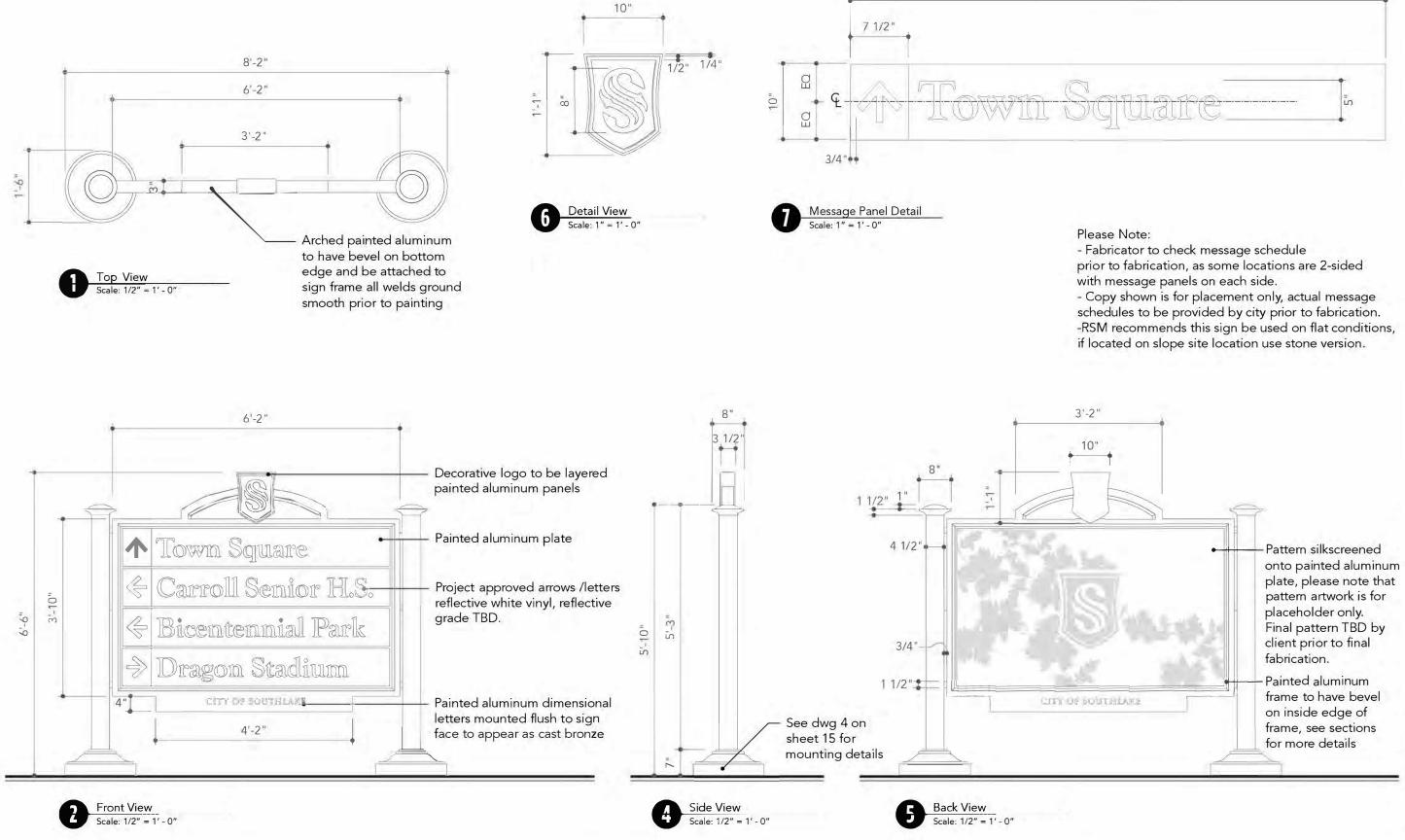
(P4)





10.22.09 11.02.09 05.12.10

D. Dual Pole Sign Design - Vehicular Directional



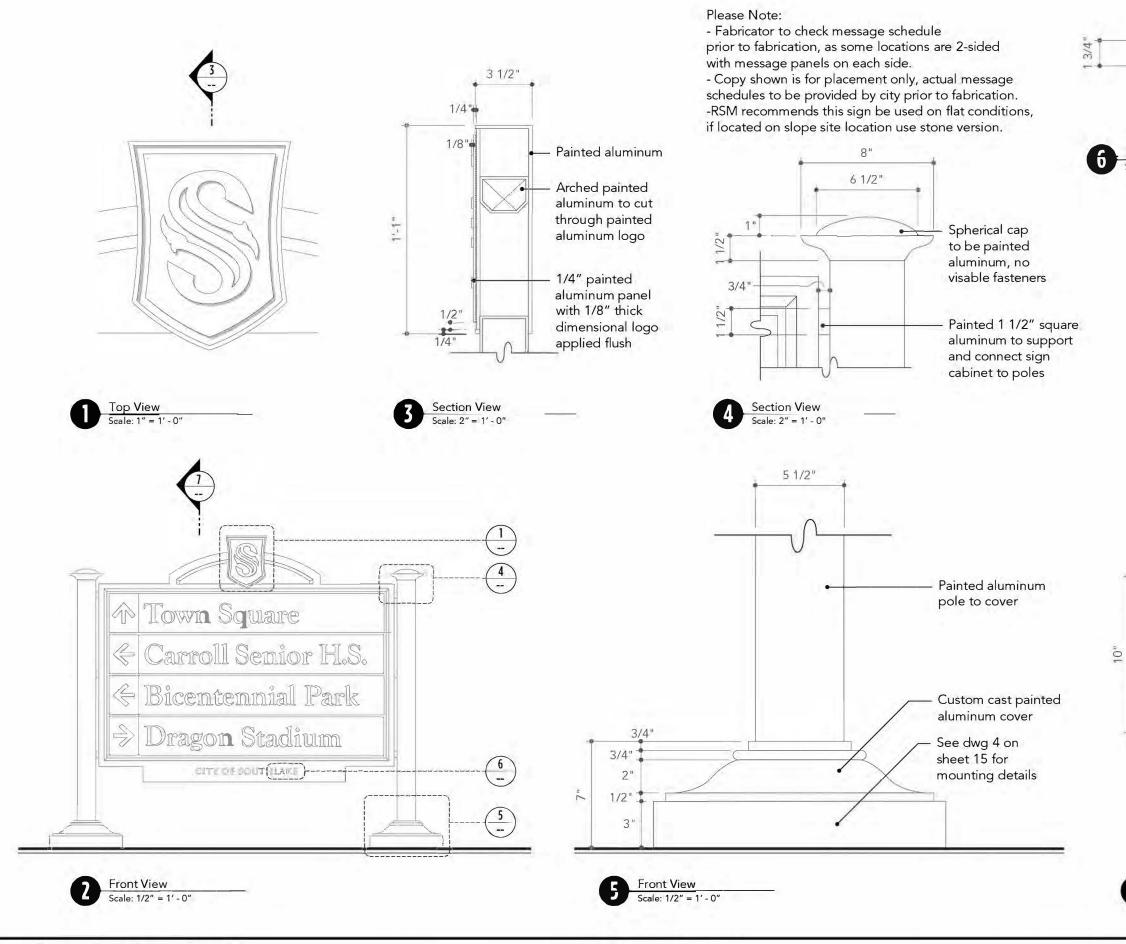
D. Dual Pole Sign Design - Vehicular Directional Notes & Dimensions

06.07.10 20

10.22.09

11.02.09

05.12.10



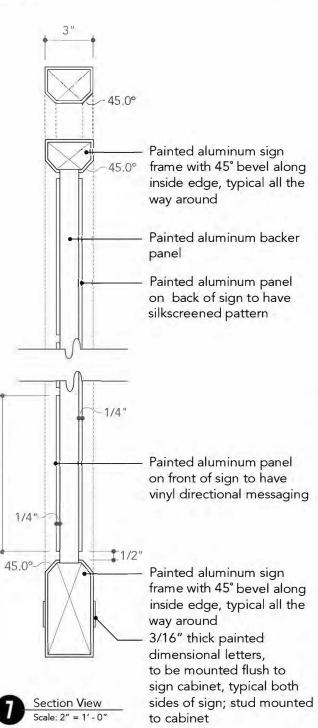
A STATE OF A STATE OF A STATE

D. Dual Pole Sign Design - Vehicular Directional **Details & Sections**

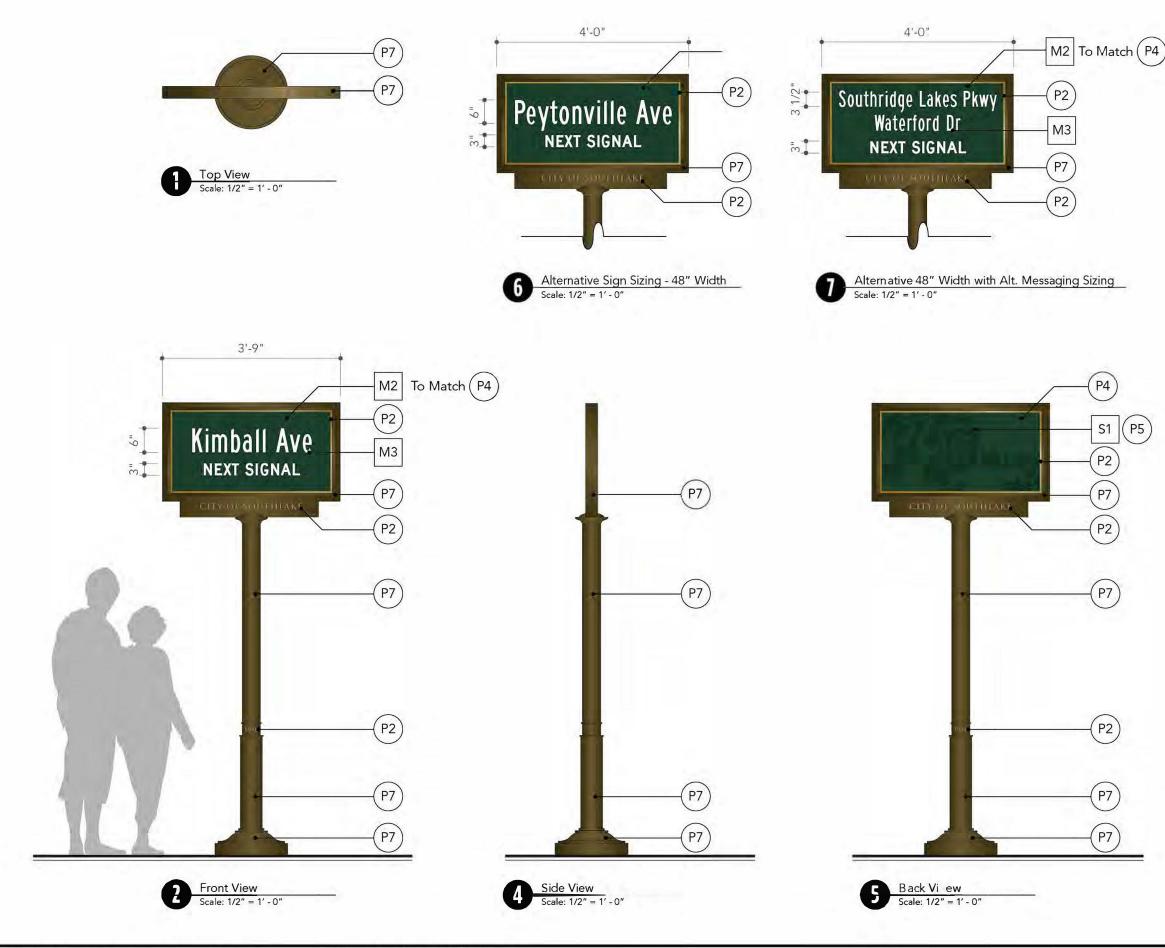


3/16" thick painted dimensional letters to be mounted flush to sign cabinet; stud mounted to cabinet

Detail View Scale: 2" = 1' - 0"



10.22.09 11.02.09 05.12.10 06.07.10



na an an Anna an Anna an Anna Anna. Bha anna an Anna an Anna an Anna an

Please Note:

Drawings #6 & #7 on this sheet are alternate sign width (48") to accommodate for longer messages, example shown here.

This design alternative should be mounted at the same height of primary sign design shown on this sheet.

Please Note:

Fabricator to check message schedule prior to fabrication, as some locations are 2-sided with message panels on each side.
Copy shown is for placement only, actual message schedules to be provided by city prior to fabrication.

Full Messaging List Note: Final Messages TBD by city prior to final fabrication.

Nolen Dr

Carroll Ave

Pearson Ln

Central Ave

Kimball Ave

Shady Oaks Dr

Peytonville Ave

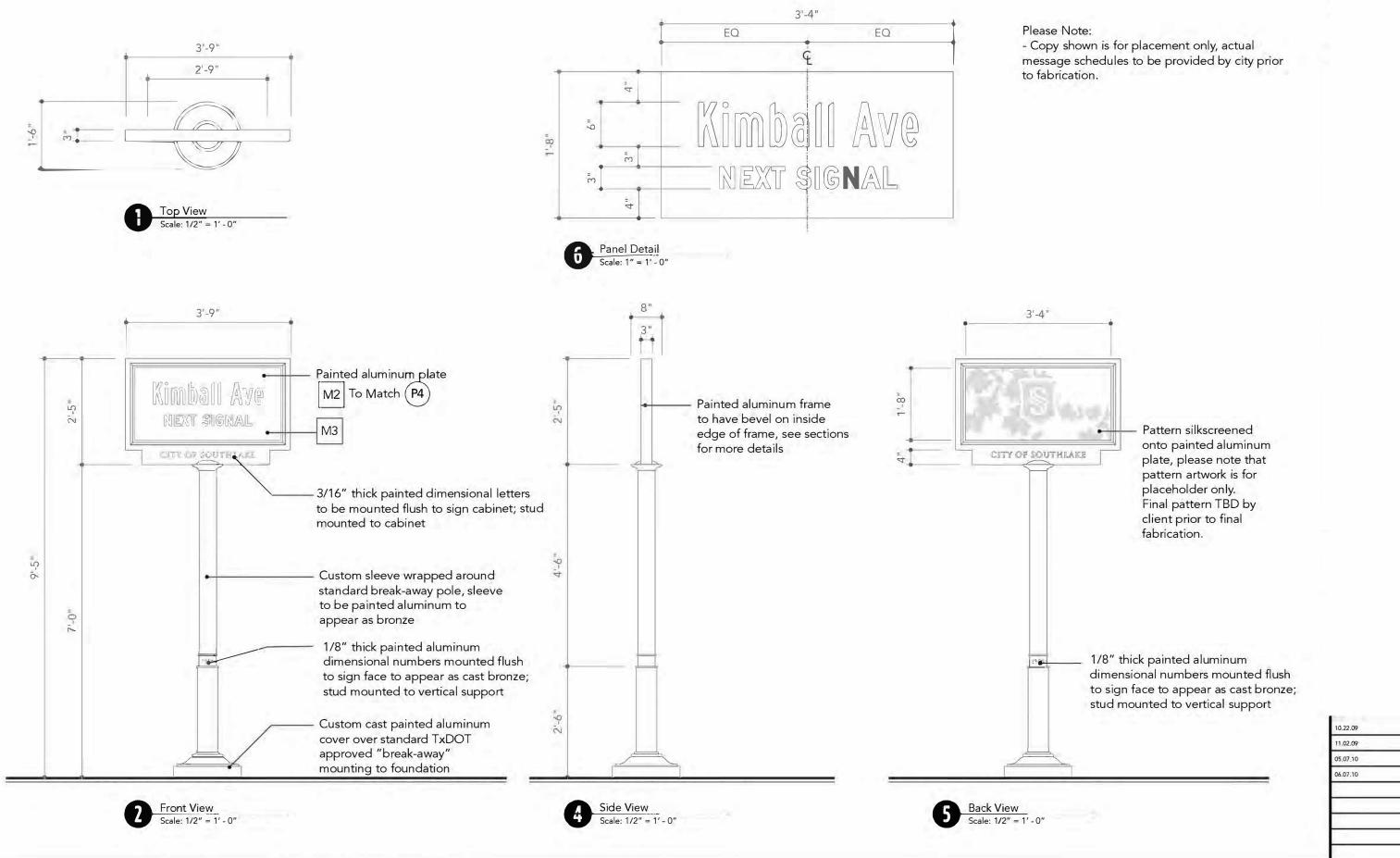
Village Center Dr

White Chapel Blvd

Southridge Lakes Pkwy / Waterford Dr

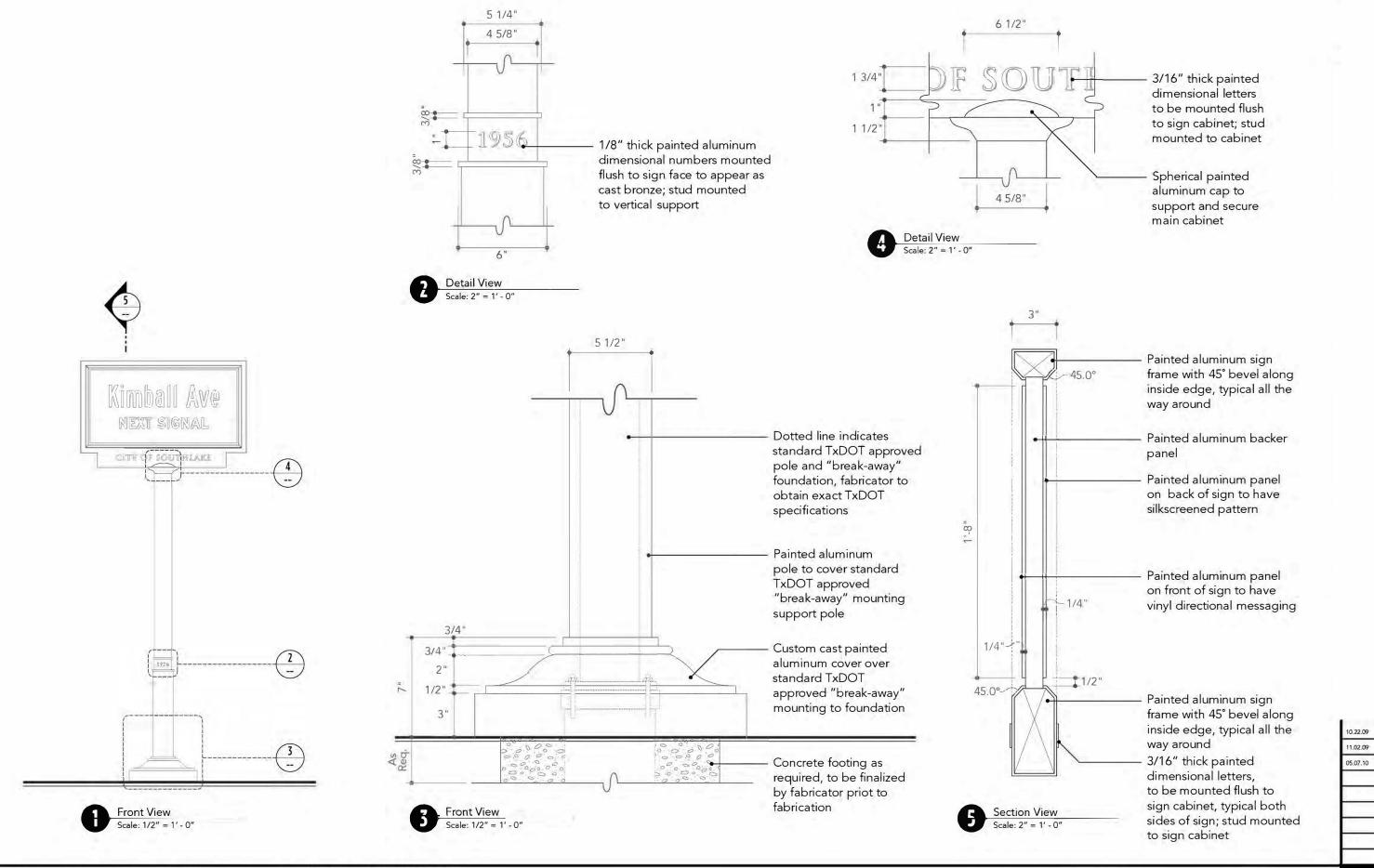
Byron Nelson Pkwy / Diamond Blvd

l	10.22.09
1	1 102.09
į	05.12.10
1	06.07.10
I	
1	
1	00
	22



The state of the second second second

E. TxDOT Street Sign - Notes & Dimensions



C. S. E. M. S. Martin S. M. C. Harrison

State of the second state of the

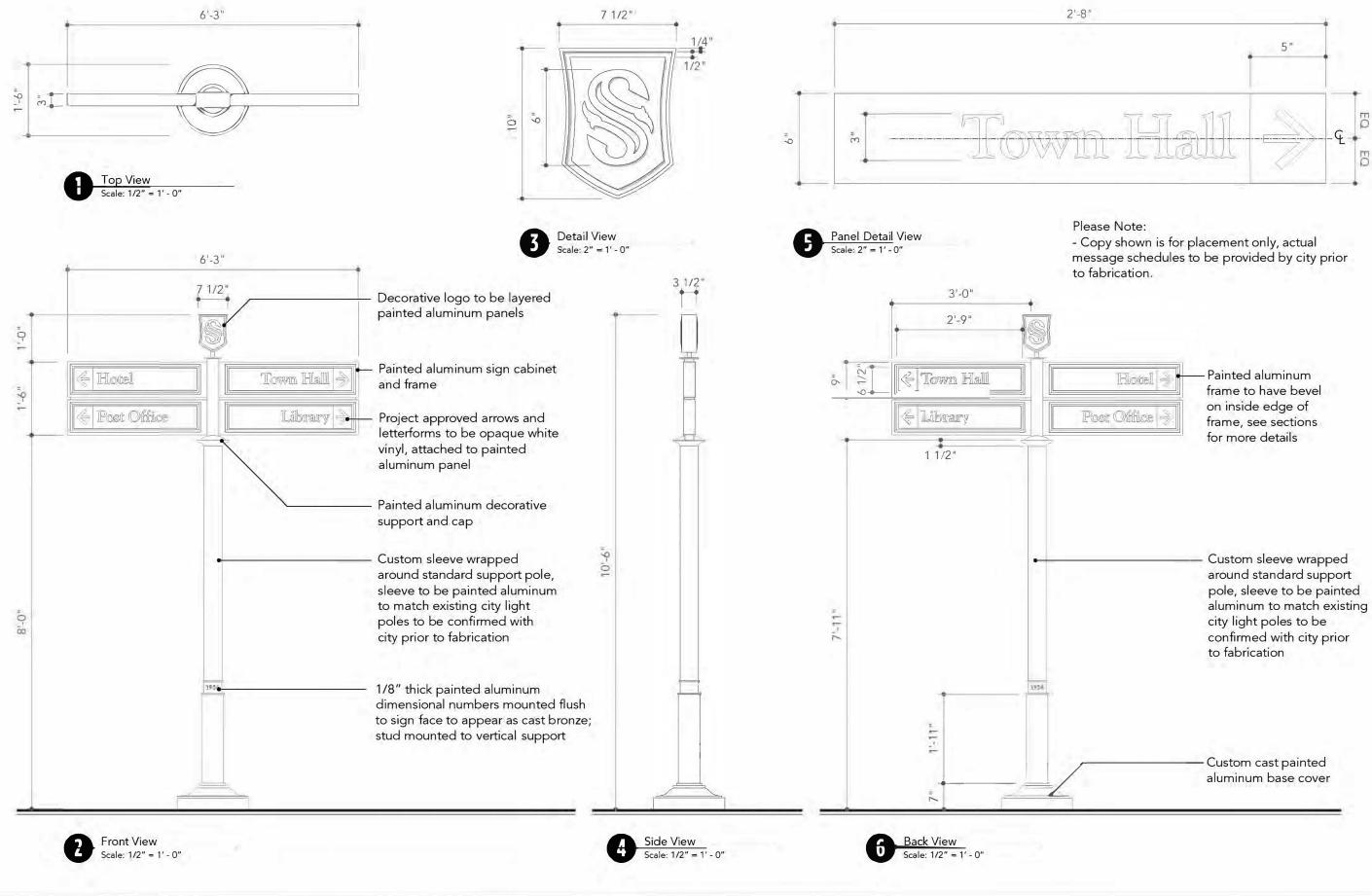
E. TxDOT Street Sign - Details & Secitons



with the second s



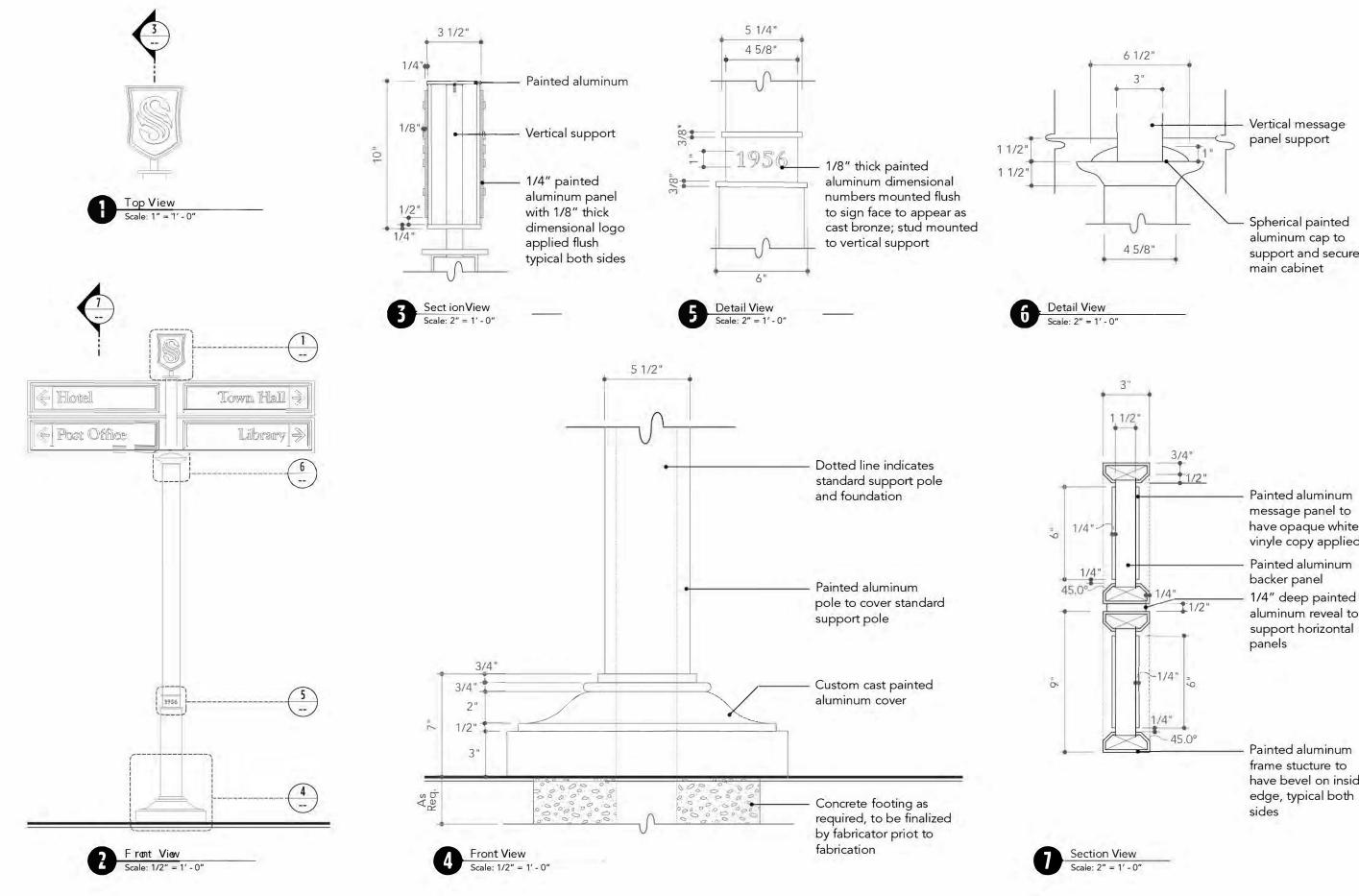
F. Pedestrian Directional - Freestanding



N. Oak (4) いいたいことが、そのためにないたか。

10.22.09	
11.02.09	-
05.12.10	
06.07.10	
01	

F. Pedestrian Directional - Freestanding Notes & Dimensions



added a set of the area when the

Spherical painted support and secure

message panel to have opaque white vinyle copy applied

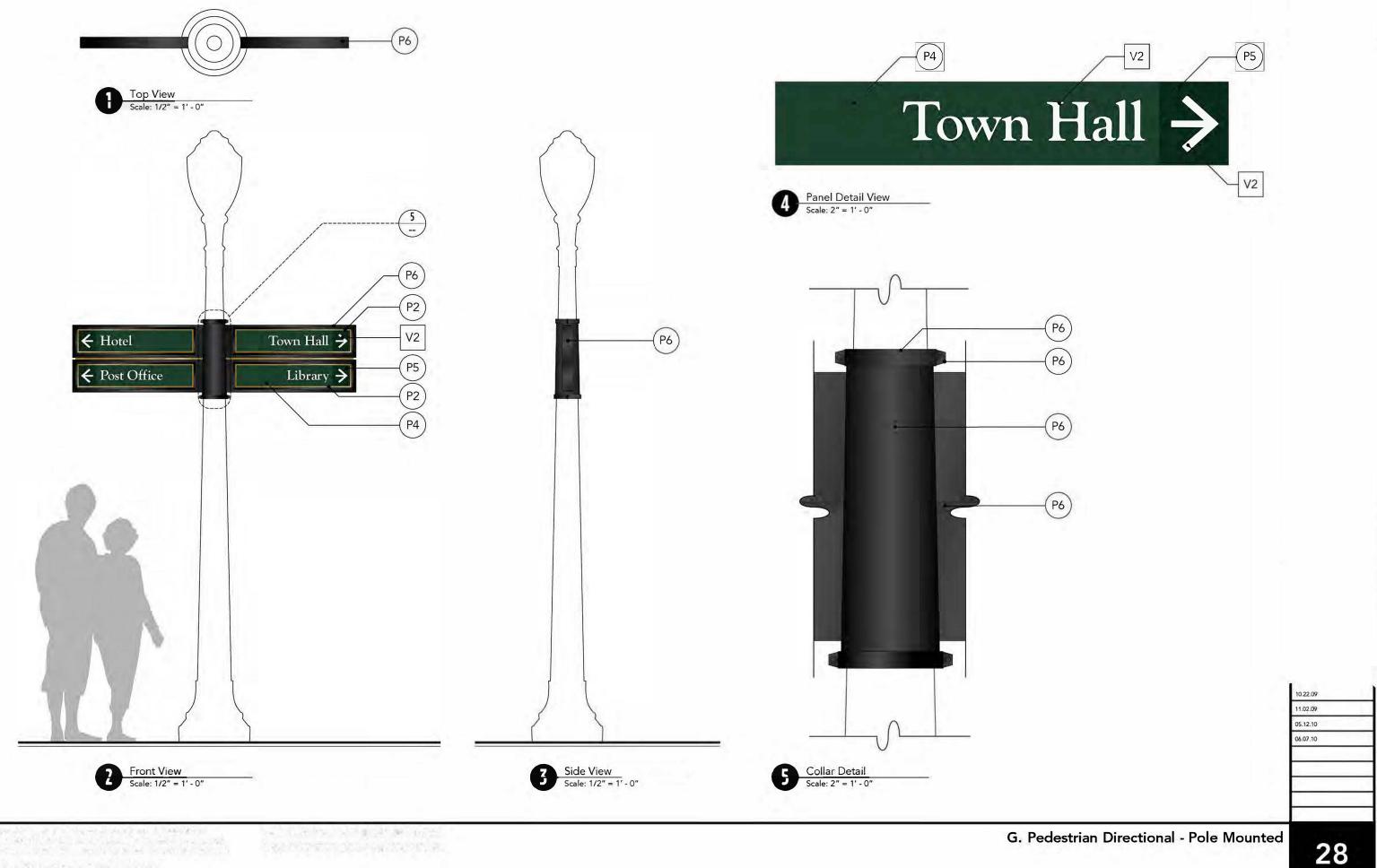
aluminum reveal to support horizontal

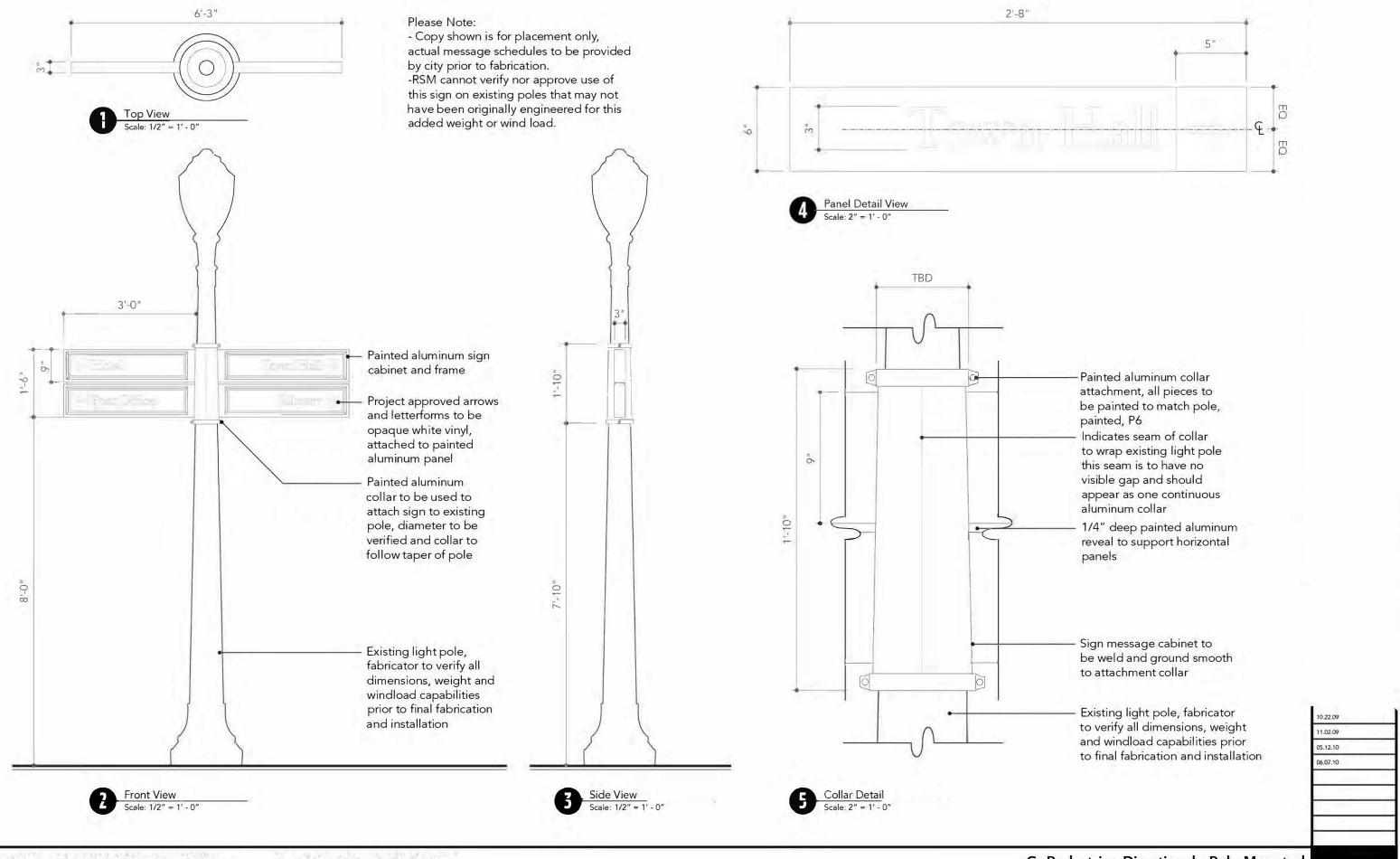
have bevel on inside edge, typical both

- 24
-

F. Pedestrian Directional - Freetanding **Typical Details & Sections**

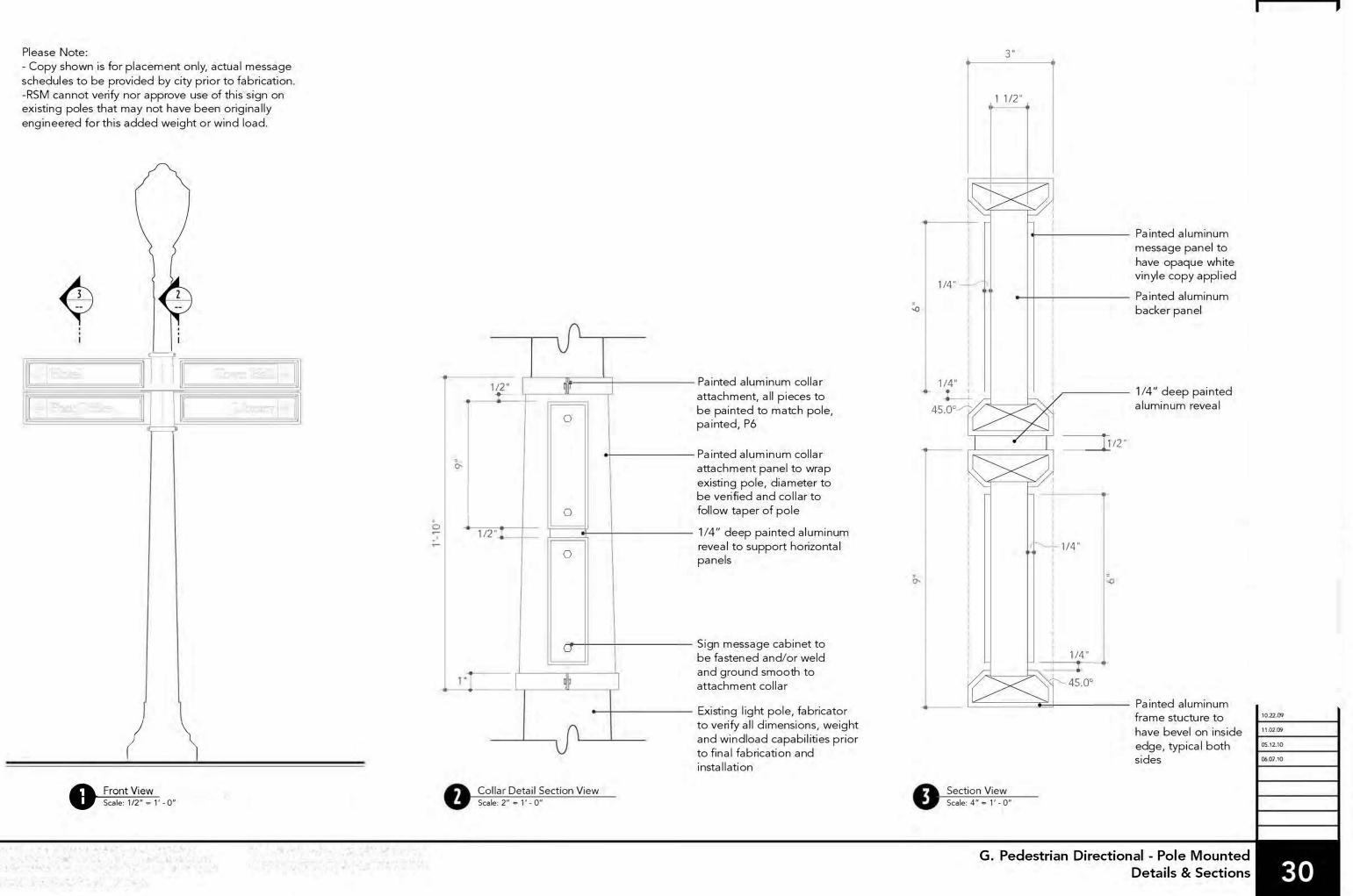
21

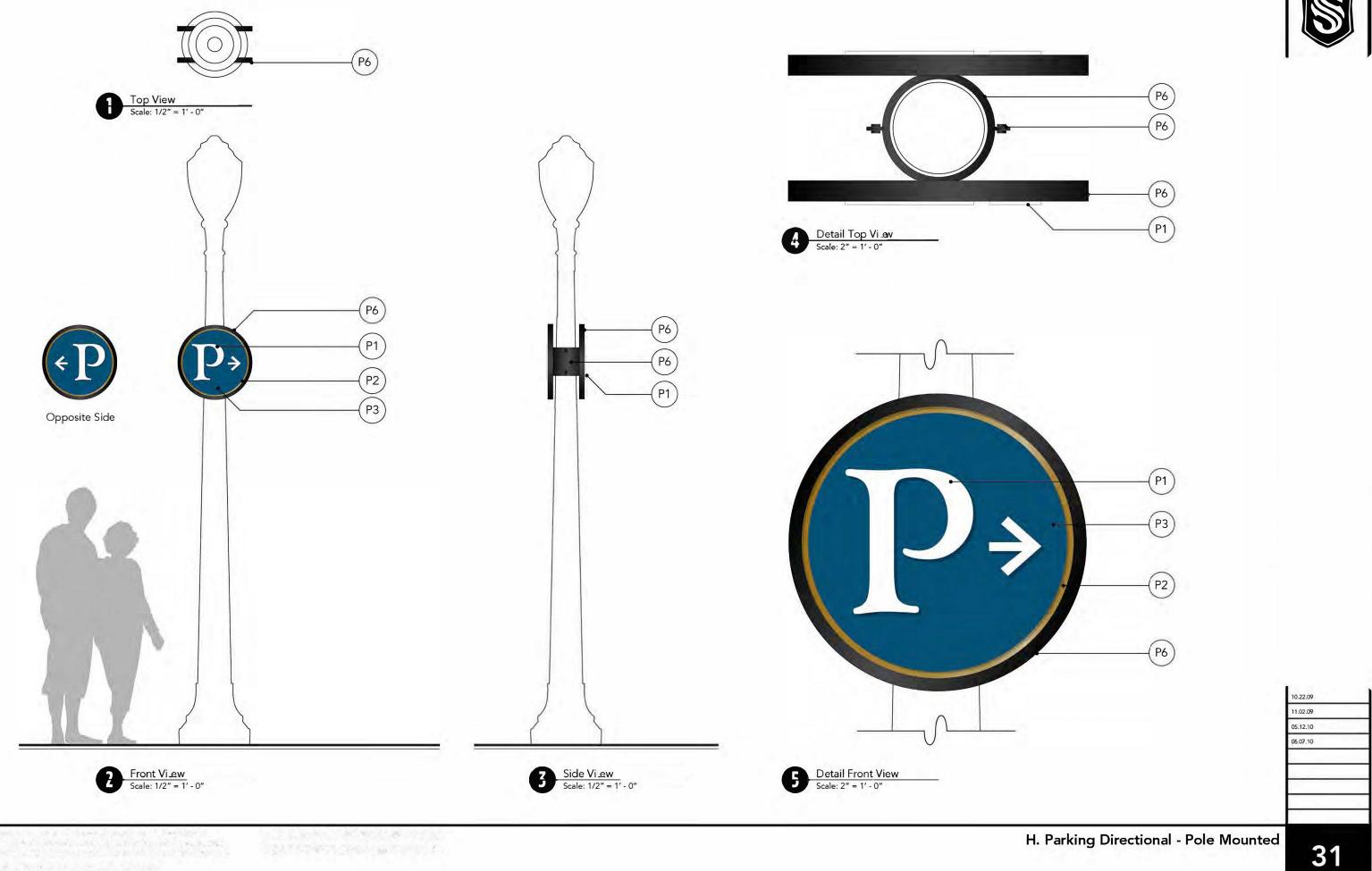




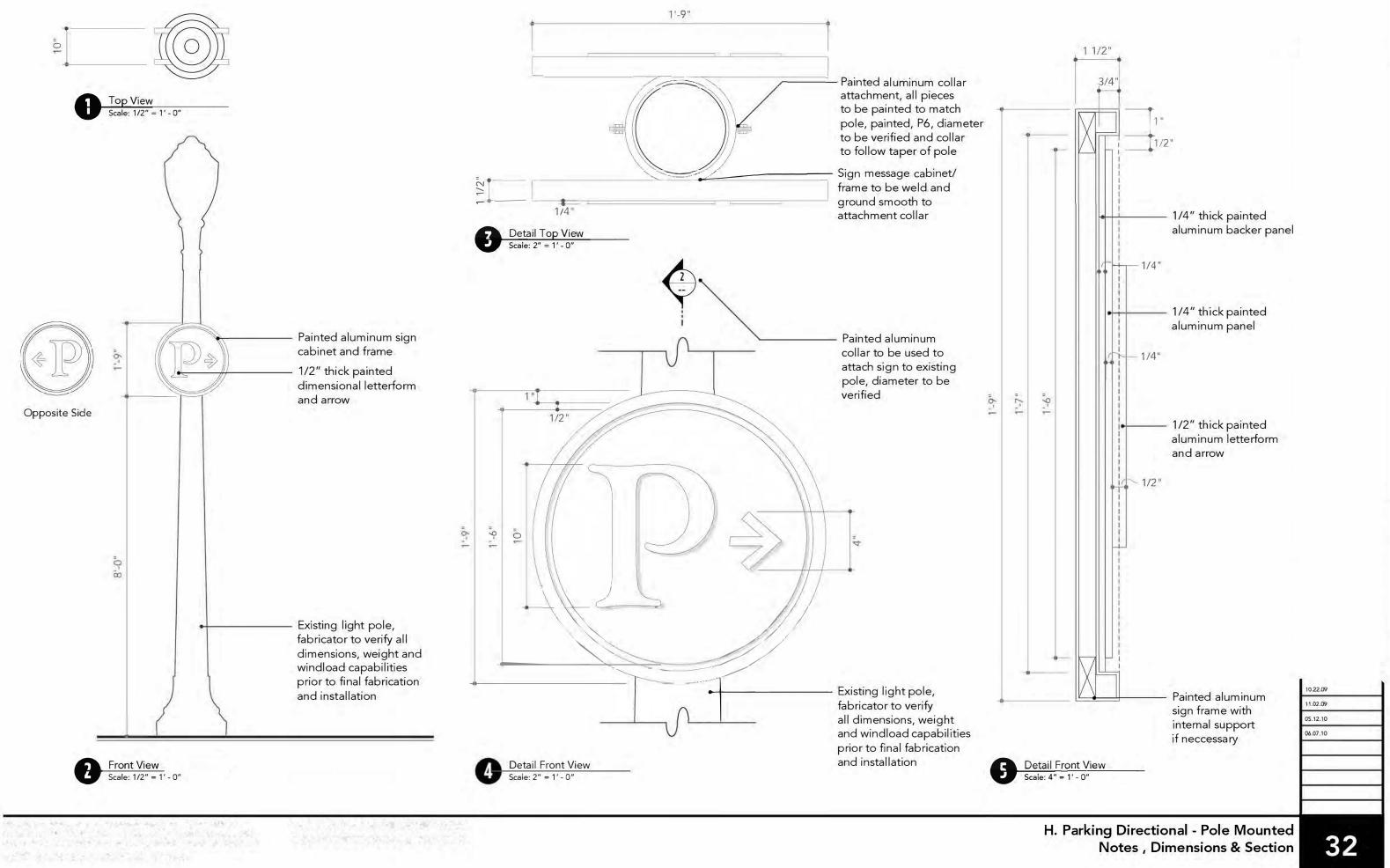
G. Pedestrian Directional - Pole Mounted Notes & Dimensions

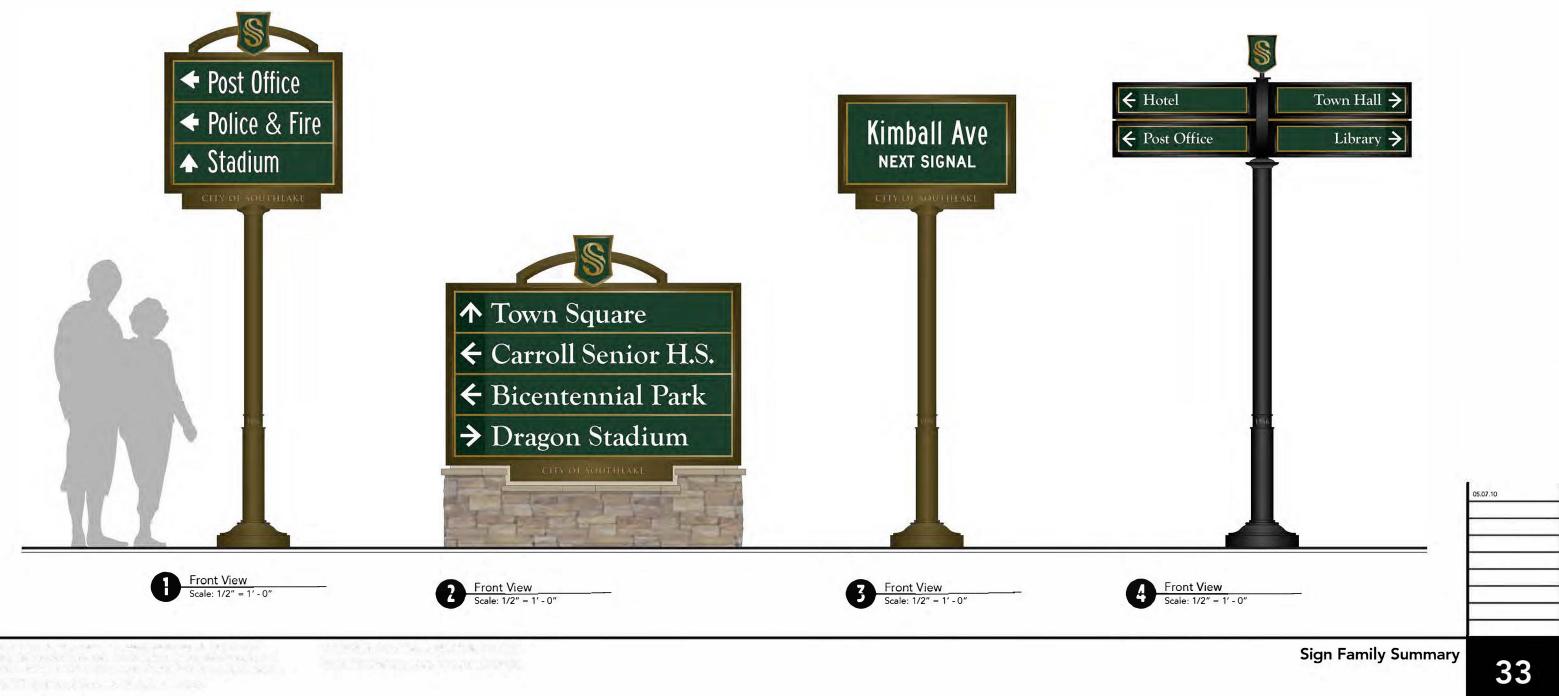
29

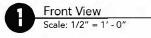


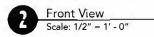


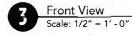


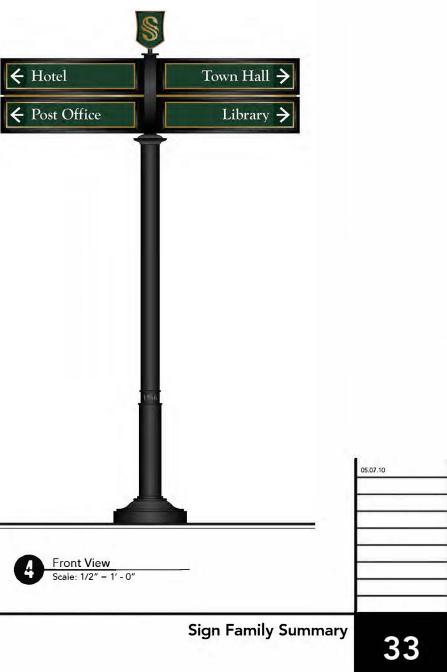






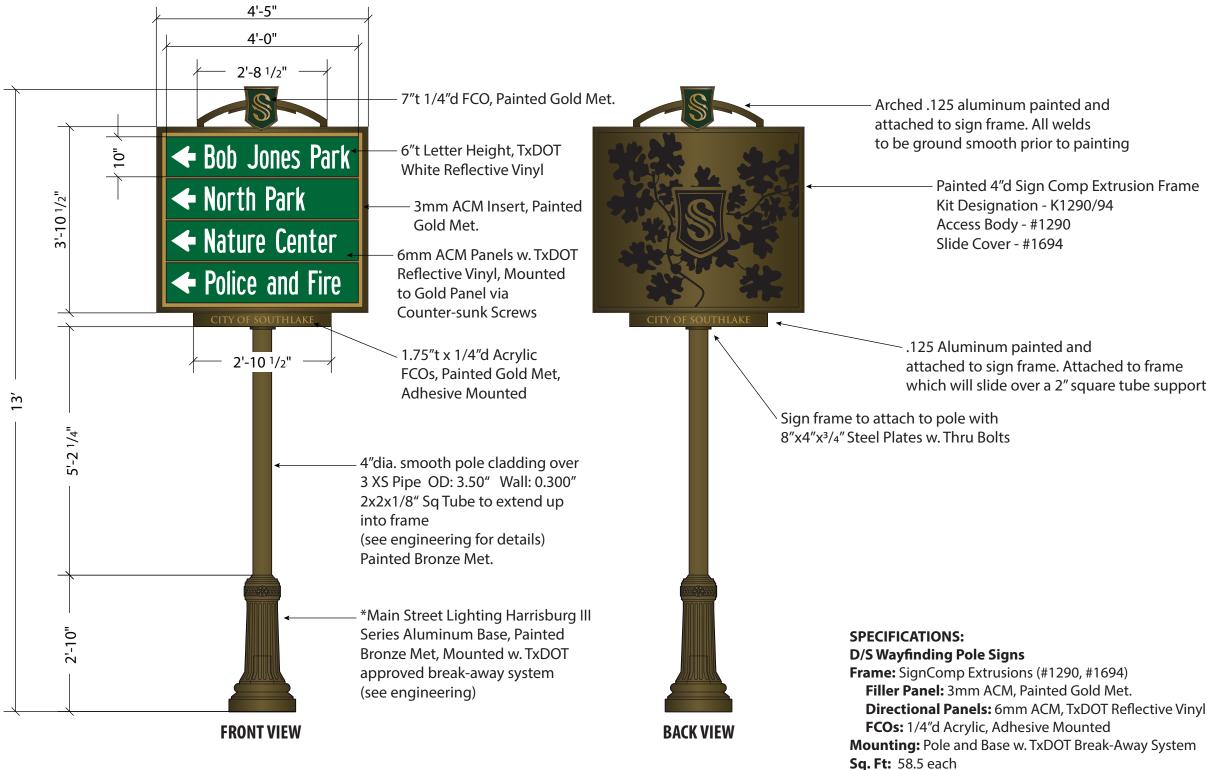


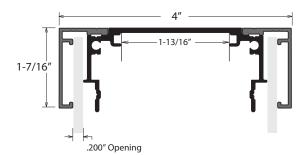


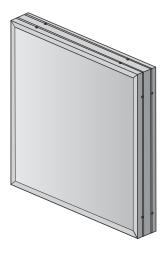




TYPE B | SIGN 112





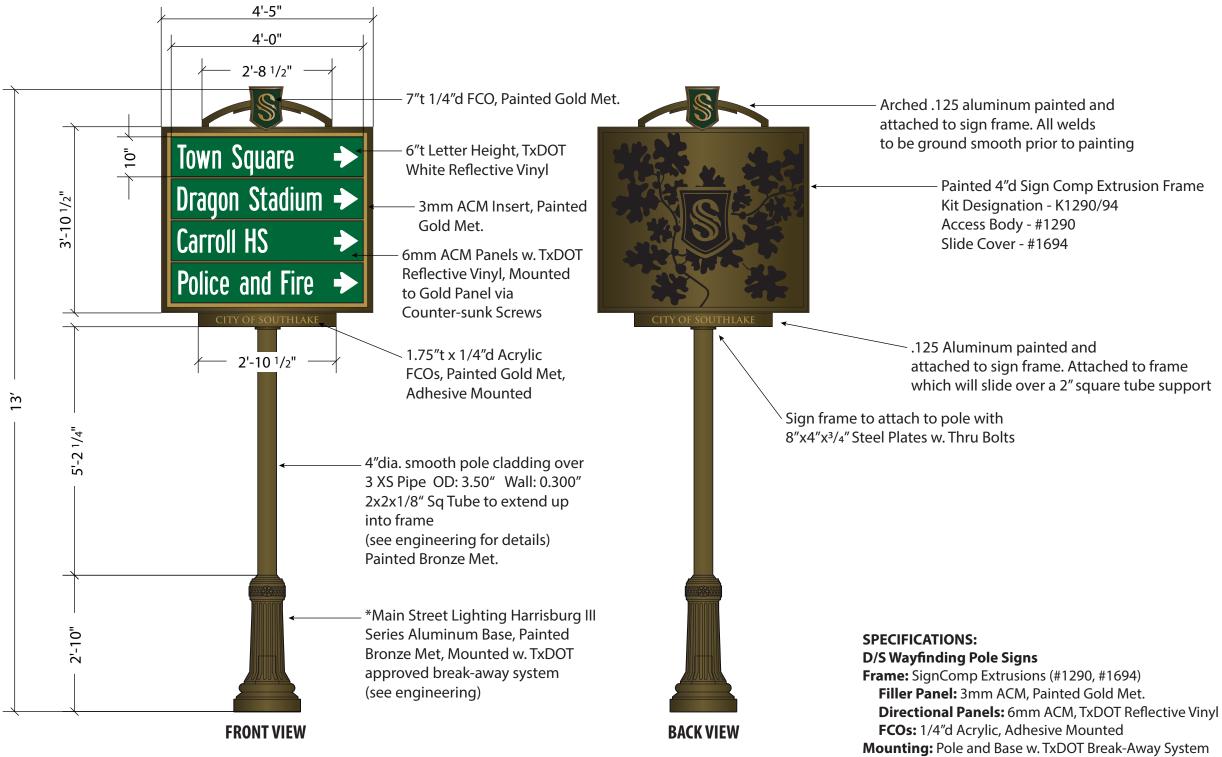


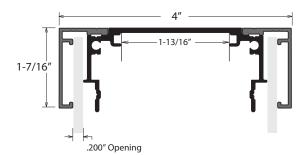


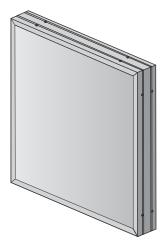


Qty: 1

TYPE B | SIGN 111







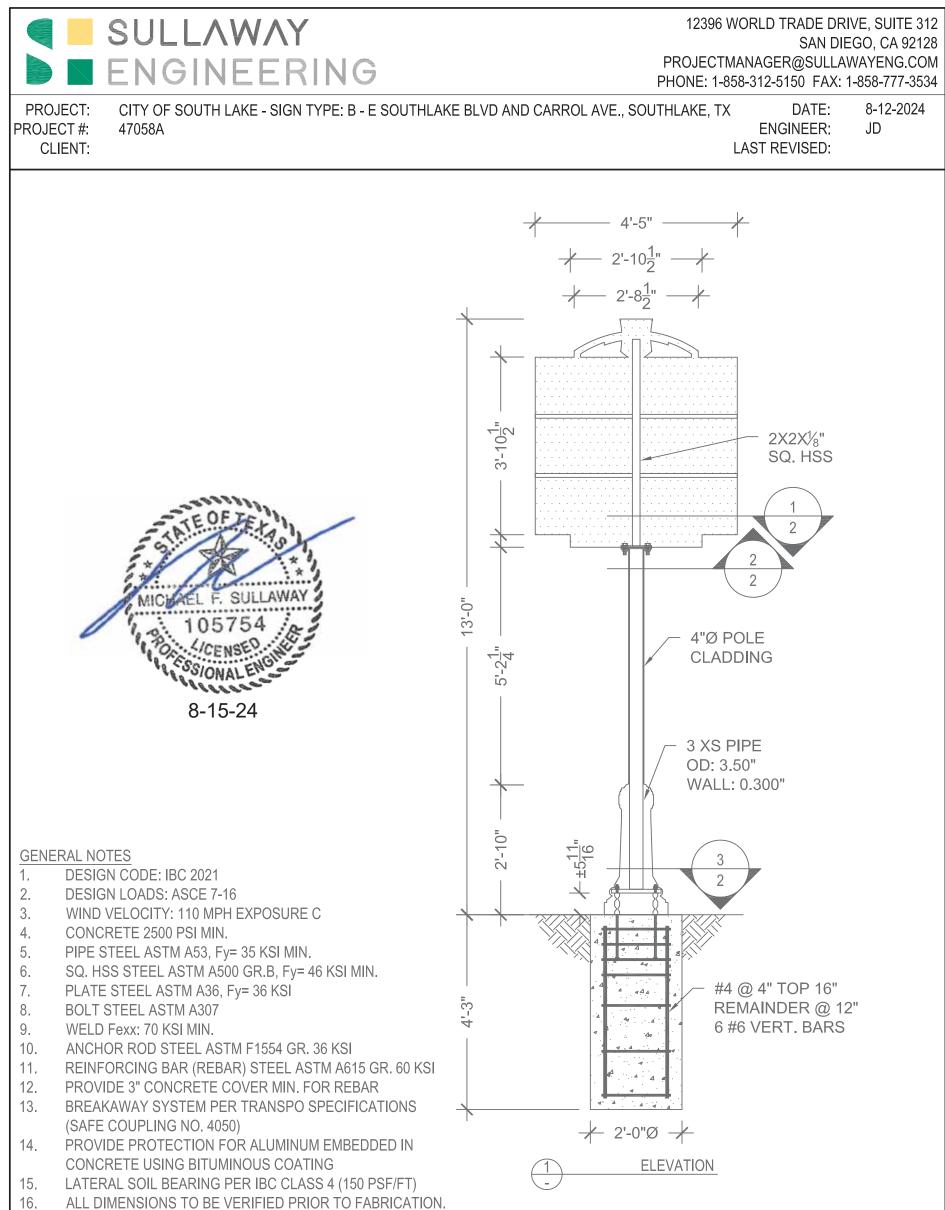
COLORS:



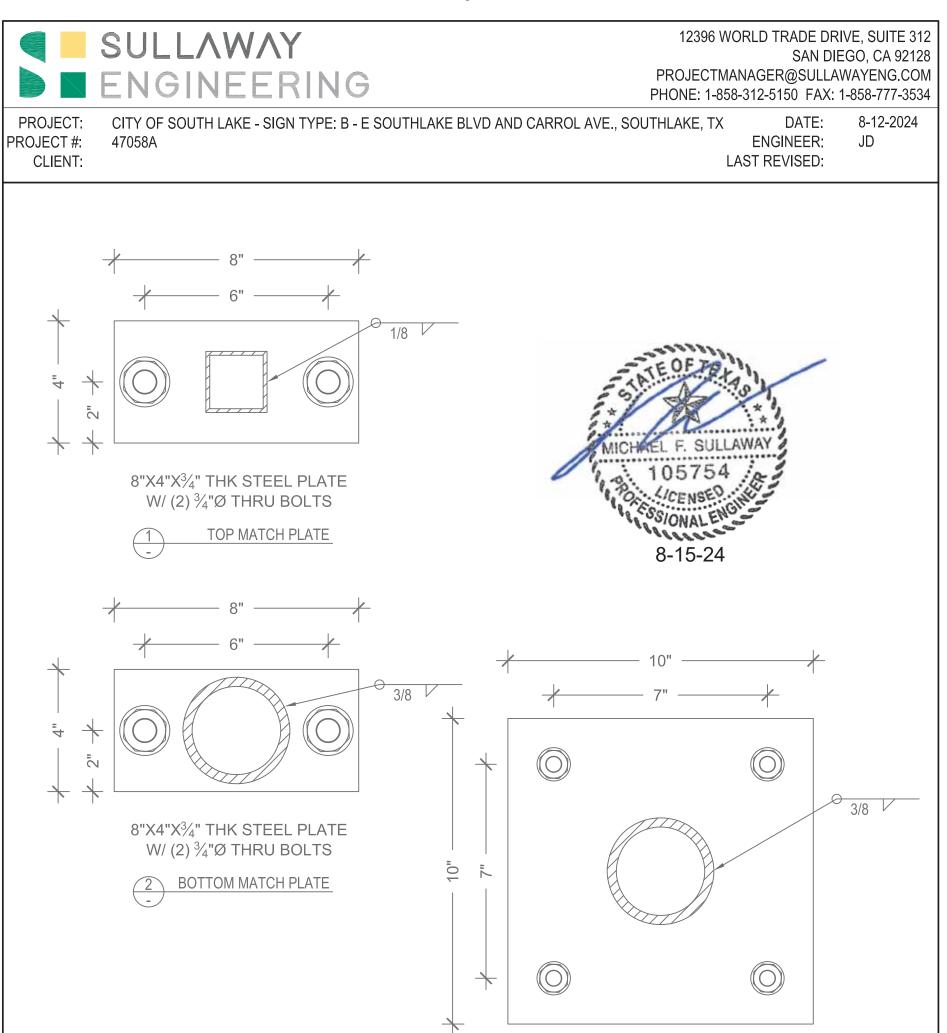
Sq. Ft: 58.5 each

Qty: 1

Page 1 of 14



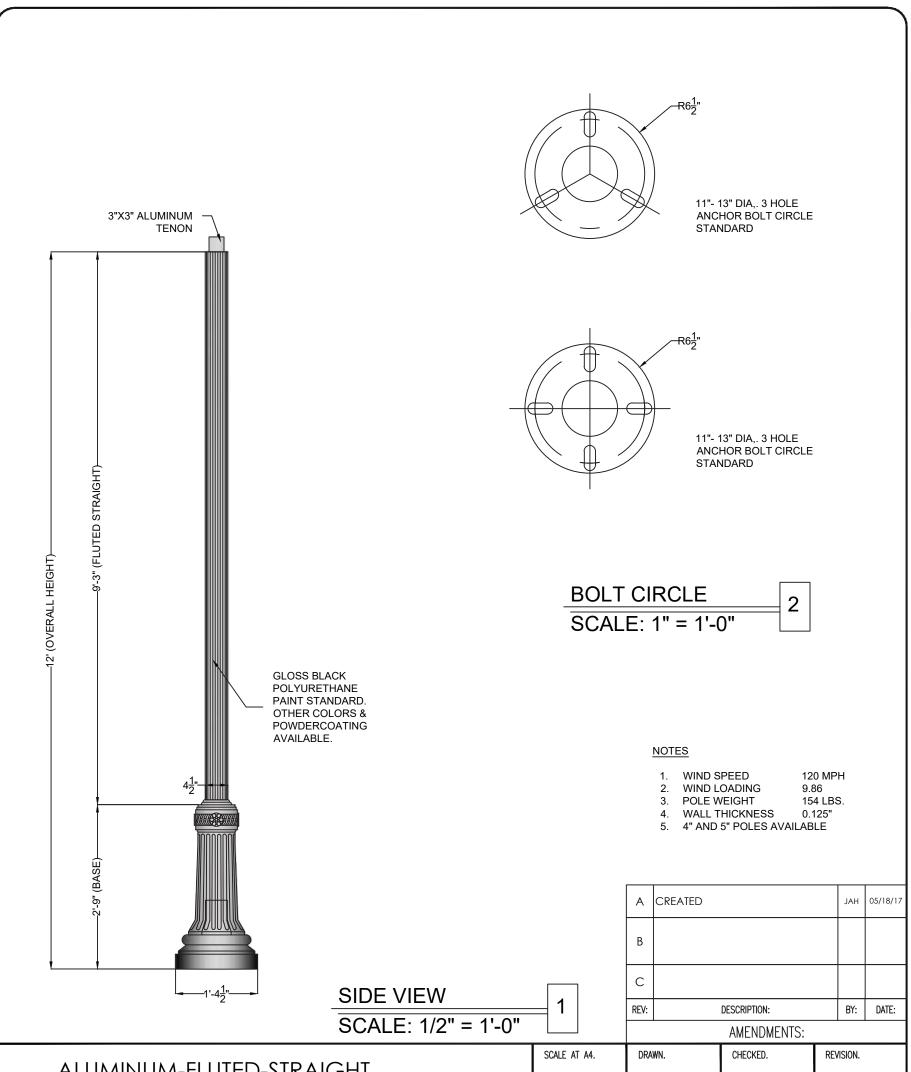
Page 2 of 14



10"X10"X⁵/₈" THK STEEL PLATE W/ (4) ¹/₂"Ø THREADED ANCHOR RODS MIN EMBED. = 12" INTO CONCRETE W/NUT/WASHER/NUT @ EMBED. END W/ TRANSPO BREAKAWAY COUPLER (POLE SAFE MODEL #4050)

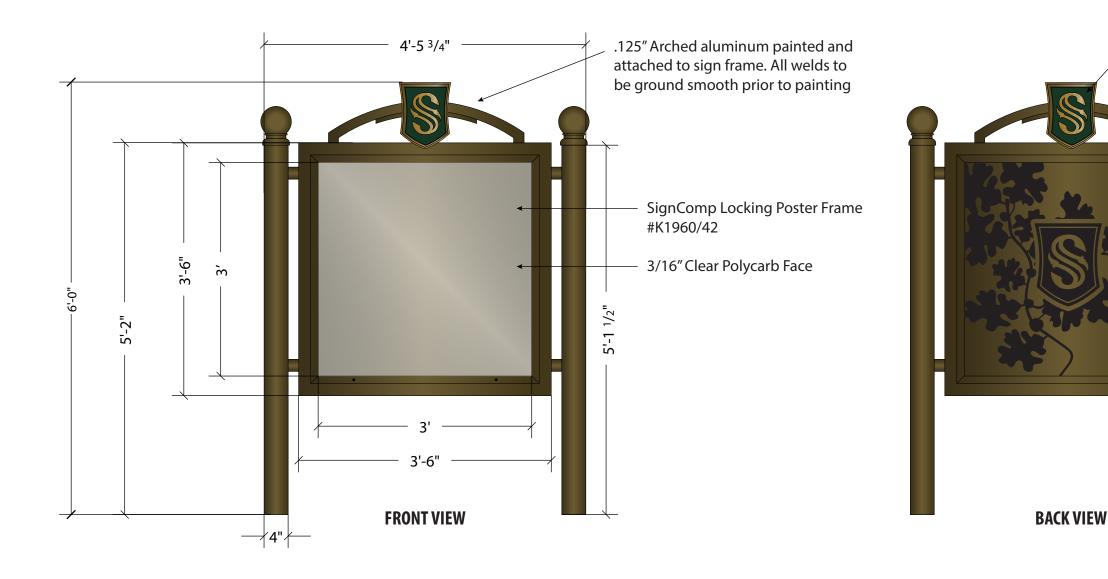


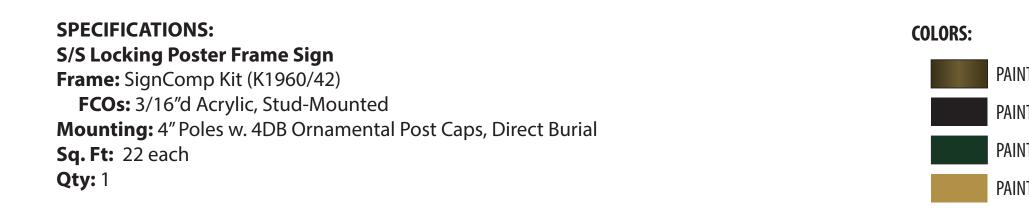
ALUMINUM BASE DETAIL



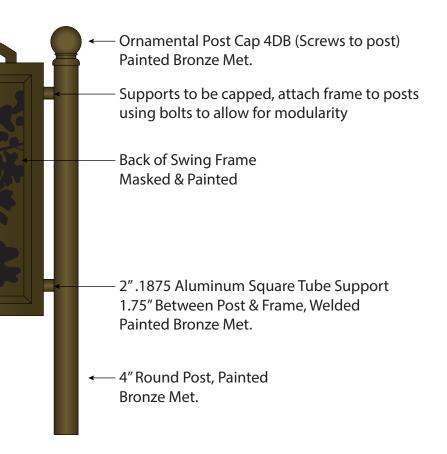
ALUMINUM-FLUTED-STRAIGHT	1/2''=1'-0''	JAH	XXX	А
HARRISBURG	part no. AAF-	1412	project no. XX	date. 05/18/17
MAIN STREET LIGHTING	MEDIN	DUSTRIAL F A, OH 4425 nainstreetli		n/

TYPE D | SIGN 8





7"t 3/16"d Acrylic FCO Painted Gold



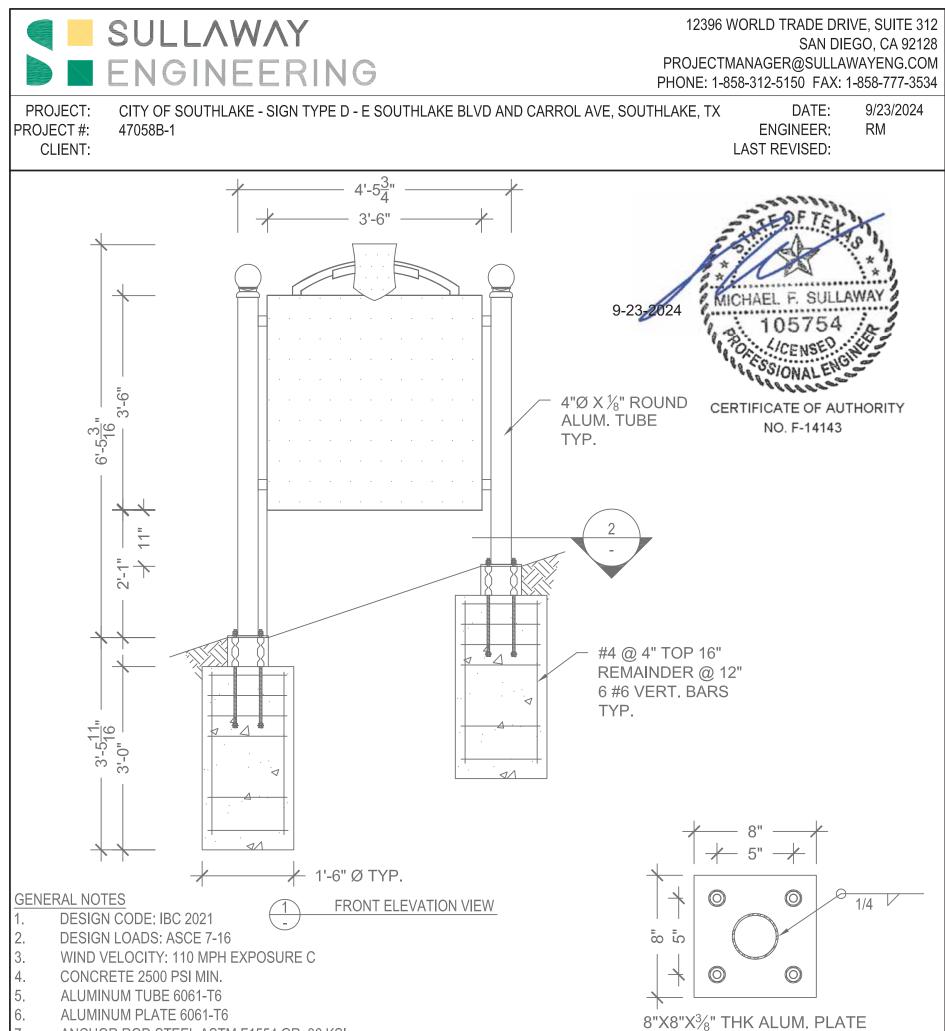
PAINT: MP201161 Art Deco Bronze Met.

PAINT: Black, Satin

PAINT: PMS 553 (for emblem on top)

PAINT: MP20985 Ancient Gold



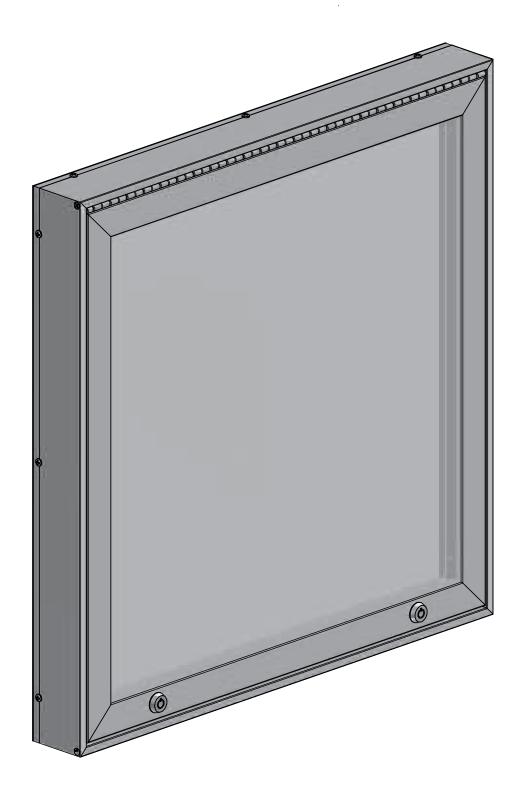


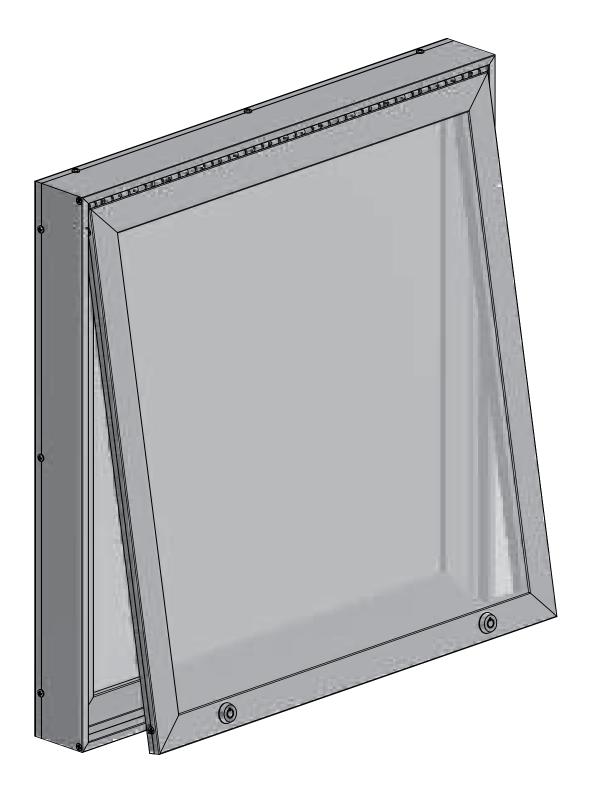
- 7. ANCHOR ROD STEEL ASTM F1554 GR. 36 KSI
- 8. REINFORCING BAR (REBAR) STEEL ASTM A615 GR. 60 KSI
- 9. PROVIDE 3" CONCRETE COVER MIN. FOR REBAR
- 10. PROVIDE PROTECTION AGAINST DISSIMILAR METALS USING ANTI-CORROSIVE PAINT OR NEOPRENE GASKETS.
- 11. PROVIDE PROTECTION FOR ALUMINUM EMBEDDED IN CONCRETE USING BITUMINOUS COATING
- 12. PROVIDE PROTECTION FOR METAL EXPOSED TO SOIL WITH BITUMINOUS COATING
- 13. LATERAL SOIL BEARING PER IBC CLASS 4 (150 PSF/FT)
- 14. ALL DIMENSIONS TO BE VERIFIED PRIOR TO FABRICATION.

W/ (4) ¹/₂"Ø THREADED ANCHOR RODS MIN EMBED. = 12" INTO CONCRETE W/NUT/WASHER/NUT @ EMBED. END W/ TRANSPO BREAKAWAY COUPLER (POLE SAFE MODEL #4050)

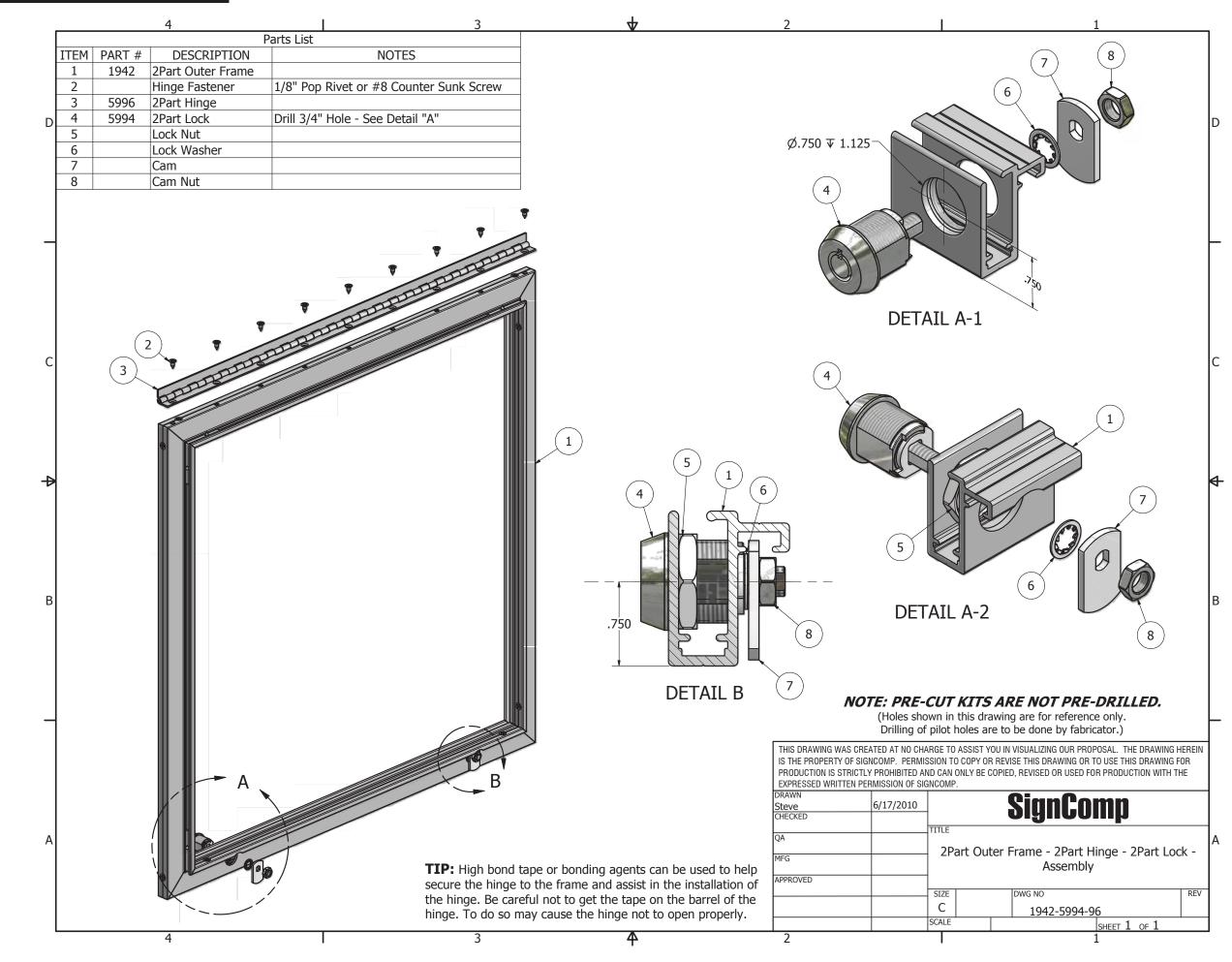


The frames accept up to 3/16" thick face material.

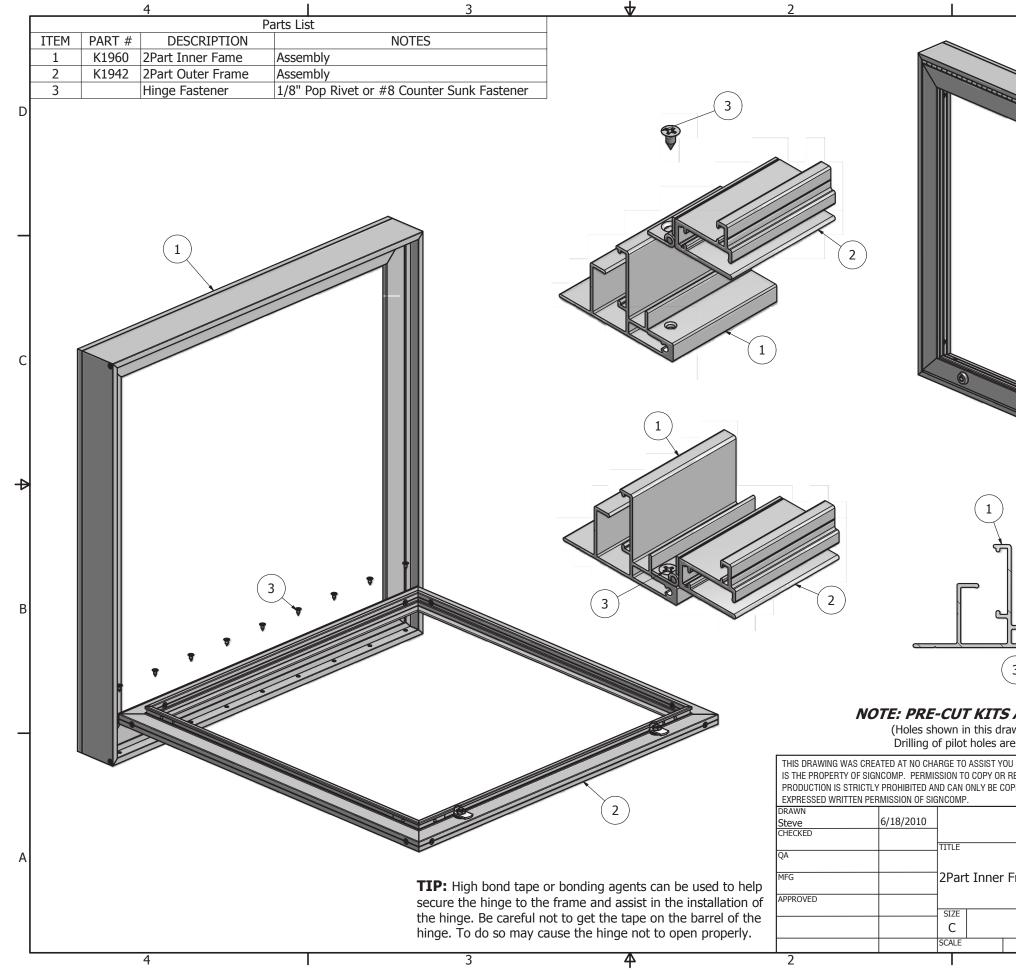




POSTER FRAME - OUTER

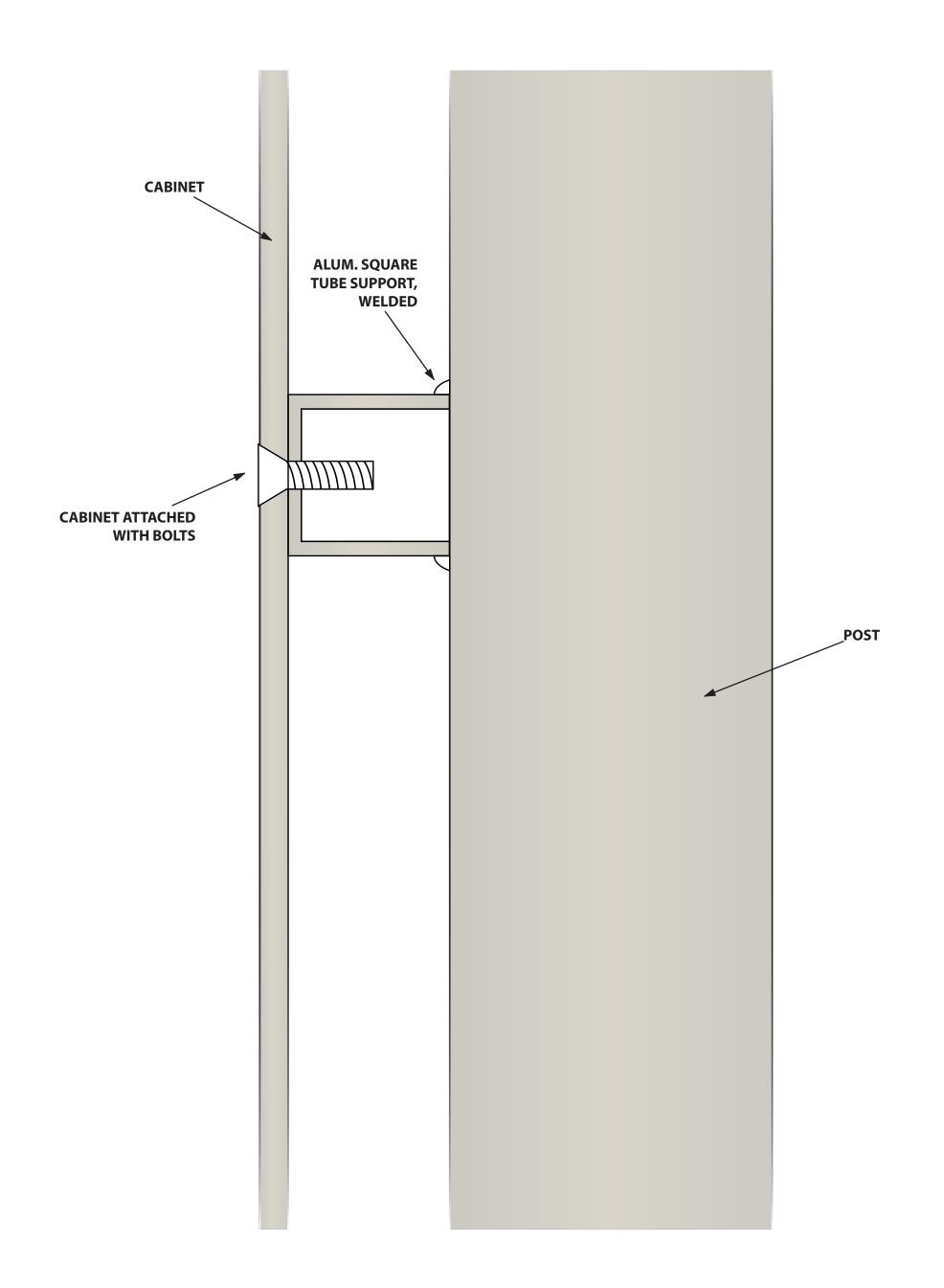


POSTER FRAME - INNER



1	1
	D
	C 🕈
Align the back of the hinge up tight with the face of the locking tab.	В
ARE NOT PRE-DRILLED. wing are for reference only. e to be done by fabricator.) J IN VISUALIZING OUR PROPOSAL. THE DRAWING HEREIN	
REVISE THIS DRAWING OR TO USE THIS DRAWING FOR PIED, REVISED OR USED FOR PRODUCTION WITH THE	
SignComp	1
Frame - 2Part Outer Frame - Assembly	A
DWG NO REV	
1960-42 SHEET 1 OF 1	

TYPE B INTERNAL SUPPORT



ORNAMENTAL POST CAPS

