

TXShare

Your Public Sector Solutions Center

MASTER SERVICES AGREEMENT #2025-004 Automatic Gate Maintenance and Repair Services

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

Dallas Automatic Gate, Inc. ("Contractor")
2533 Franklin Dr, Suite 5A
Mesquite, TX 75150

ARTICLE I RETENTION OF THE CONTRACTOR

1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide **Automatic Gate Maintenance and Repair Services** (hereinafter, "Services") to governmental entities participating in the TXShare program (hereinafter "Participating Entities"). The Contractor is being retained to provide services described below to Participating Entities based on the Contractor's demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals #2025-004 (hereinafter, "RFP"). The Contractor demonstrated they have the resources, experience, and qualifications to perform the described services, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor's response to the RFP.

ARTICLE II SCOPE OF SERVICES

2.1 The Contractor will provide Services described in a written Purchase Order issued by NCTCOG or a SHARE Participating Entity. Any such Purchase Order is hereby incorporated by reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Purchase Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Purchase Order.

2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities' standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.

2.3 Any agreed-upon changes to a Purchase Order shall be set forth in a subsequent Purchase Order amendment. Contractor will not implement any changes or any new Services until a Purchase Order has been duly executed by Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute a Purchase Order. Participating

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

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

2.5 NCTCOG Obligations

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

2.6 Participating Entity Obligations.

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

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

2.7 Contractor Obligations.

2.7.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of RFP #2025-004.

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

2.7.3 Contractor agrees to market and promote the use of the SHARE awarded contract whenever possible among its current and solicited customer base. Contractor shall agree to follow reporting requirements in report sales made under this Master Services Agreement in accordance with Section 4.2.

**ARTICLE III
TERM**

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

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

termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

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

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

ARTICLE IV COMPENSATION

4.1 **Invoices.** Contractor shall submit an invoice to the ordering Participating Entity upon receipt of an executed Purchase Order and after completion of the work, with Net 30 payment terms. Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Purchase Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Services provided to Participating Entities.

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

NCTCOG
ATTN: TXShare
PO Box 5888
Arlington, TX 76005-5888
Email: TXShare@nctcog.org

ARTICLE V SERVICE FEE

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

- 5.2 **Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractor and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2.5% on sales.
- 5.3 **Setup and Implementation.** NCTCOG will provide instruction and guidance as needed to the Contractor to assist in maximizing mutual benefits from marketing these Services through the SHARE purchasing program.

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

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

ARTICLE VII REPRESENTATION AND WARRANTIES

- 7.1 **Representations and Warranties.** Contractor represents and warrants that:
- 7.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor's performance under this Agreement; or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement.
- 7.1.2 NCTCOG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.
- 7.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's sub-contractors may result in immediate termination of this Agreement.
- 7.1.4 Contractor and its employees and sub-contractors have all necessary qualifications, licenses, permits, and/or registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing.
- 7.1.5 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor's obligations under this Agreement.

ARTICLE VIII CONFIDENTIAL INFORMATION AND OWNERSHIP

- 8.1 **Confidential Information.** Contractor acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of NCTCOG or Participating Entities, its products, services, policies, customer, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed, sold, exchanged, traded, or disclosed to any

person, company, or other entity during the period of the Contractor's retention hereunder or at any time thereafter without the express written permission of NCTCOG or Participating Entity.

Notwithstanding anything in this Agreement to the contrary, Contractor shall have no obligation of confidentiality with respect to information that (i) is or becomes part of the public domain through no act or omission of Contractor; (ii) was in Contractor's lawful possession prior to the disclosure and had not been obtained by Contractor either directly or indirectly from the NCTCOG or Participating Entity; (iii) is lawfully disclosed to Contractor by a third party without restriction on disclosure; (iv) is independently developed by Contractor without use of or reference to the NCTCOG's Participating Entity's Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided Contractor gives the NCTCOG or Participating Entity prompt written notice of such requirement to permit the NCTCOG or Participating Entity to seek a protective order or other appropriate relief. Contractor acknowledges that NCTCOG and Participating Entities must strictly comply with applicable public information laws, in responding to any request for public information. This obligation supersedes any conflicting provisions of this Agreement.

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

ARTICLE IX GENERAL PROVISIONS

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

If to NCTCOG: North Central Texas Council of Governments
P.O. Box 5888
Arlington, TX 76005-5888
Attn: Purchasing Agent
Phone Number:
elittrell@nctcog.org

If to Contractor: Dallas Automatic Gate, Inc.
Attn: Jarad Bailey
2533 Franklin Dr, Suite 5A
Mesquite, TX 75150
972-484-8770
jbailey@dallasautomaticgate.com
service@dallasautomaticgate.com

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

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

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

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

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

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

9.5.1 Workers’ Compensation: Statutory limits and employer’s liability of \$100,000 for each accident or disease.

9.5.2 Commercial General Liability:

9.5.2.1 Required Limits:

\$1,000,000 per occurrence;

\$3,000,000 Annual Aggregate

9.5.2.2 Commercial General Liability policy shall include:

9.5.2.2.1 Coverage A: Bodily injury and property damage;

9.5.2.2.2 Coverage B: Personal and Advertising Injury liability;

9.5.2.2.3 Coverage C: Medical Payments;

9.5.2.2.4 Products: Completed Operations;

9.5.2.2.5 Fire Legal Liability;

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

- 9.5.3 **Business Auto Liability:** Coverage shall be provided for all owned hired, and non-owned vehicles. Required Limit: \$1,000,000 combined single limit each accident.
- 9.5.4 **Professional Errors and Omissions liability:**
 - 9.5.4.1 **Required Limits:**
 - \$1,000,000 Each Claim
 - \$1,000,000 Annual Aggregate
- 9.6 **Conflict of Interest.** During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.
- 9.7 **Force Majeure.** It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.
- 9.8 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.
- 9.9 **Availability of Funding.** This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.
- 9.10 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 9.11 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 9.12 **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.
- 9.13 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.14 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be

revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.

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

ARTICLE X ADDITIONAL REQUIREMENTS

- 10.1 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 10.6 **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.

- 10.7 **Restrictions on Lobbying.** PROVIDER agrees to comply with all applicable provisions of 2 CFR §200.450. PROVIDER shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in procurement solicitations exceeding \$100,000. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. See Appendix C.
- 10.8 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 10.9 **Drug-Free Workplace.** Contractor shall provide a drug free work place in compliance with the Drug Free Work Place Act of 1988.
- 10.10 **Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.

10.11 **Civil Rights Compliance**

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

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

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

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

Sanctions for Noncompliance: In the event of Contractor’s noncompliance with the Nondiscrimination provisions of this Agreement, NCTCOG will impose such sanctions as it or the State or the FHWA may determine to be appropriate, including, but not limited to: withholding of

payments to the Contractor under this Agreement until the Contractor compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.

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

10.12 **Disadvantaged Business Enterprise Program Requirements**

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or sub-contract must include the following assurance: *The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

10.13 **Pertinent Non-Discrimination Authorities**

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

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- i. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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

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

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

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

10.15 House Bill 89 Certification

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

10.16 Certification Regarding Disclosure of Conflict of Interest.

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

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

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

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

which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

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

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

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

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

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

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

10.17 Certification of Fair Business Practices

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

10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

10.19 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

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

10.20 Discrimination Against Firearms Entities or Firearms Trade Associations

Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries. NCTCOG is prohibited from contracting with entities, or extend contracts with entities who have practice, guidance, or directive that discriminates against a firearm entity or firearm trade association. Contractor shall certify its compliance through execution of the “Discrimination Against Firearms Entities or Firearms Trade Associations Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The

Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.21 Boycotting of Certain Energy Companies

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

10.22 Domestic Preference for Procurements

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

10.23 Termination for Convenience

The Contractor may terminate the agreement for it's convenience in whole or in part at any time without cause, upon 30 days written notice. Upon termination for convenience, the vendor will be entitled to payment for goods or services satisfactorily performed or delivered.

10.24 Trafficking in Persons

Contractor agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period of time that the award is in effect; (iii) use forced labor in the performance of the award or subawards under the award. The Federal award agency may unilaterally terminate the award, without penalty, if the Contractor (i) is determined to have violated an applicable prohibition; (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term. NCTCOG must notify the Federal award agency immediately if any information received from the Contractor indicates a violation of the applicable prohibitions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Dallas Automatic Gate, Inc.

North Central Texas Council of Governments

Signature

Date

Signature

Date

Printed Name

Michael Eastland
Executive Director

Title

APPENDIX A Statement of Work

5.0 This Appendix outlines the requirements and responsibilities for the maintenance and repair of automatic gate services to be used on an as-needed basis. The services will ensure the gates are functional, secure, and compliant with all relevant safety standards. The automatic gates consist of sliding or swinging gates that are motorized to open and/or close by sensor or badged access and are used for vehicular and pedestrian traffic. The required On-site Automatic Gates Maintenance and Repair Services shall include routine preventative maintenance, repair, and other as-needed services related to automatic gates.

5.1 BACKGROUND

5.1.1 Automatic gates and associated components (operators) are located at various Customer facilities and are used to secure and gain access to Customer properties. Proper operation is necessary to allow for the ingress and egress of Customer staff into the properties, as well as full closing afterward to maintain security. The On-site Automatic Gates Maintenance and Repair Services require services be completed by trained and certified technicians and certified welders.

5.2 DEFINITIONS

5.2.1 “**Automatic Gates**” means sliding or swinging gates which are motorized to open and/or close by sensor or button and are used for vehicle and pedestrian traffic.

5.2.2 “**Deficiency**” means anything not meeting the manufacturers' specifications and standards for the type of gates being repaired.

5.2.3 “**Callback**” means any malfunction of any automatic gate which is caused by failure or malfunction of a part which is covered by this Contract. Normal and urgent callbacks shall be provided at no additional cost to the Customer.

5.2.4 “**Emergency Repair Services**” means critical gate is out of service and requires immediate response.

5.2.5 “**Expedited Services**” means critical gate is operational but requires repairs which are needed immediately due to an unforeseen event(s) or a situation which threatens to interfere with the business operations of the Customer (two (2) hour response time).

5.2.6 “**Response time**” means from the time the contractor receives the call from the Customer to the time the contractor arrives at the Customer’s site and checks in with the Customer or Department Designee. This definition is subject to adjustment as agreed upon by the Customer.

5.2.7 “**Repair Services**” means minor repairs or other related services that are needed, to keep the gate functioning properly (immediately opening and closing).

5.2.8 “**Urgent Repair Services**” means non-critical gate is out of service and requires response.

5.3 CONTRACTOR QUALIFICATIONS

The Contractor shall:

- 5.3.1** Have a minimum of five (5) years of continuous, demonstrable experience in performing automatic gate maintenance, inspection, modernization, replacement and repairs. Offeror shall attach documentation with the offer package demonstrating this requirement.
- 5.3.2** Submit valid references that confirm the experience requirements. Refer to Section 6 - Required Response Information.
- 5.3.3** Provide qualification statements and proof of experience for the service/repair technicians that will be assigned to this Contract with the offer package. Qualification statements shall include technician qualifications, dates of related employment and summary of related experience. Contractor's service/repair technicians shall have experience in maintenance, repair, replacement and installation of automatic access gates. Refer to Section 6 - Required Response Information
- 5.3.4** Provide on-call technicians who shall be available to respond twenty-four (24) hours a day, seven (7) days a week, and 365-Days per year (including holidays) to expedited, emergency, or urgent repair services.
 - 5.3.4.1** On-call technician(s) shall have at least two (2) years of experience repairing commercial automatic gates. Offeror shall attach documentation to the offer package demonstrating this requirement. Refer to Section 6 – Required Response Information.
- 5.3.5** Provide welder certifications and proof of experience for the certified welders that are assigned to this Contract with the offer package. Welders shall have a minimum of five (5) years continuous experience in welding aluminum. Refer to Section 6 – Required Response Information.

5.4 CONTRACTOR REQUIREMENTS

The Contractor shall:

- 5.4.1** Provide all necessary equipment and tools to safely test, service, and repair the automatic gates (both slide and swing style gate systems) and maintain an adequate number of qualified gate technicians to perform scheduled and unscheduled maintenance services as specified in this Scope of Work.
- 5.4.2** Provide and maintain a telephone dispatch system that is operational twenty-four (24) hours a day, seven (7) days per week, and 365-Days per year (including holidays). Telephone answering machines do not meet the requirements of this paragraph.
- 5.4.3** Understand and agree that the scheduling of events at Customer facilities takes precedence over any scheduled maintenance and repair services agreed to by the Customer Manager or Customer Designee and the Contractor. The Contractor shall not hold the Customer liable, financially or otherwise, if the Customer needs to reschedule services with the Contractor due to changes in the schedule of events at a Customer facility. The Customer Manager or Customer Designee will make every reasonable effort to immediately notify the Contractor of changes in the Customer's schedule of events which may have an impact on scheduled services.

- 5.4.4** Provide all applicable permits, labor, supervision, equipment, materials, tools, instruments, diagnostic software, incidentals, expendable items, personnel protective equipment, and transportation required for proper execution and completion of maintenance, repair, and replacement services provided under this Scope of Work. The materials and services provided by the Contractor shall comply with all current Federal, State and local laws, and Customer ordinances, rules and regulations.
- 5.4.5** Provide diagnostic equipment and other similar equipment, tools and resources which are required to diagnose and perform the work required in this Scope of Work.
- 5.4.6** Repair all automatic gates (both slide and swing style gate systems), components, and associated equipment so that the automatic gates operate to the original manufacturers' performance specifications for the automatic gates and associated equipment.
- 5.4.7** Be responsible for ensuring services conducted on or around Customer property is performed in a safe, courteous, and professional manner with proper signs posted.
- 5.4.8** Be responsible for not leaving any tools, parts, supplies unattended in the public area at any time while performing work on Customer property.
- 5.4.9** Provide repair, maintenance, replacement and installation services at the request of the Customer Manager or Customer Designee.
- 5.4.10** Perform all repairs and maintenance operations in a manner which minimizes adverse impact to vehicular and/or pedestrian traffic.
- 5.4.11** Notify the Customer immediately of any occurrence and/or condition that interferes with the full performance of the contract and confirm services are completed, in writing, within twenty-four (24) hours or the next business day.
- 5.4.12** Be responsible for repairs or replacements to damage done to property or equipment as a direct result of the Contractor's or subcontractor's actions.
 - 5.4.12.1** The Contractor and/or his employees shall notify the Customer Manager or Customer Designee within twenty-four (24) hours or the next business day, of any damage to Customer property.
 - 5.4.12.2** The Contractor shall make repairs or replacement to the satisfaction of the Customer Manager or Customer Designee or no cost to the Customer.
 - 5.4.12.3** The Customer may, however, at its sole discretion, elect to make repairs or replacements of damaged property and deduct the cost from any payments owed to Contractor to recover costs if no payments are owed.
- 5.4.13** Be responsible for the immediate clean-up of the work area and the removal of debris. Cleaning of the work area shall be subject to the Customer Manager or Customer Designee's inspection and approval.
- 5.4.14** Notify the Customer Manager or Customer Designee with an estimated time of arrival at least one (1) business day prior to beginning the work at the Customer location, or at a time mutually agreed to between the Contractor and the Customer Manager or Customer Designee.
- 5.4.15** Provide a work order ticket to the Customer Manager or Customer Designee detailing all maintenance and/or repairs performed. The work order ticket shall be signed by the Customer Manager or Customer Designee immediately upon completion of services.

- 5.4.16** Maintain the efficiency, safety and rated opening and closing speeds for each gate unit in accordance with the manufacturer's specification delete codes.
- 5.4.17** Only use parts, materials, equipment and chemicals that comply with manufacturer's specifications and standard industry practice when servicing any Customer parts and/or equipment.
- 5.4.18** Purchase and maintain any special tools that the contractor needs at the contractor's expense.
- 5.4.19** Single Point of Contact: Provide a Single Point of Contact (SPOC) to include their office phone number, email address, and cell phone number to the Customer Manager or Customer Designee.

- 5.4.19.1** The SPOC shall be English-speaking, skilled, knowledgeable, and experienced in providing the types of services listed in this Scope of Work.
- 5.4.19.2** The SPOC shall have the authority to dispatch and shall have full decision-making authority for all services provided under this Scope of Work.
- 5.4.19.3** The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays.
- 5.4.19.4** The SPOC shall not be changed or removed from the project without prior written consent from the Customer Manager or Designee.
- 5.4.19.5** During times the SPOC is unavailable (due to vacation, travel, sick, etc.), the Contractor shall provide a designee for the SPOC, in writing, in advance to the Customer Manager or Customer Designee. The SPOC's designee shall meet the same requirements as specified for the SPOC within this SOW and shall have the same authority as the SPOC.

5.5 HOURS OF SERVICE - The specified hours of service are subject to change and may be adjusted as agreed upon by the contracting entity (Customer).

5.5.1 Normal Business Hours:

- 5.5.1.1** Unless specifically mutually agreed upon and updated in writing, perform all as-need quarterly preventive maintenance services during normal business hours which are designated as Monday through Friday from 7:00 a.m. to 5:00 p.m. CST, and does not include Customer observed holidays.
- 5.5.1.2** Respond to scheduled quarterly preventative maintenance services during normal business hours, unless otherwise requested by the Customer Manager or Customer Designee.
- 5.5.1.3** Respond to and be at the specified location, within two (2) hours from the time the service request is received from the Customer Manager or Customer Designee.

5.5.1.4 Notify the Customer Manager or Customer Designee within one (1) hour of the service request if the Contractor cannot meet the specified response time. If approved by the Customer Manager or Customer Designee, the Contractor shall coordinate and reschedule a time convenient and feasible to meet the Department's needs.

5.5.1.5 Arrive on site to a normal callback with a maximum of four (4) hours from the time the service request was made or as otherwise directed by the Customer Manager or Customer Designee.

5.5.1.6 Arrive on site to an urgent callback within a maximum of two (2) hours from the time the service request was made or as otherwise directed by the Contract Manager.

5.5.2 Repair Rate for Non-Regular Hours (After Hours, Weekend, and Holiday:)

5.5.2.1 Unless specifically mutually agreed upon and updated in writing by Customer, perform all as-needed preventive maintenance services during non-regular hours, designated as Monday through Friday, between the hours of 5:01 p.m. to 6:59 a.m. CST, weekends and Customer observed holidays.

5.5.2.2 Provide equipment and perform maintenance/repair services upon arrival at a specified location.

5.5.2.3 Respond to after hours, weekend and holidays within four (4) hours from the time the service request is received from the Customer Manager or Customer Designee.

5.5.2.4 Notify the Customer Manager or Customer Designee within one (1) hour of the receipt of the service request if the Contractor cannot meet the specified response time. If approved by the Customer Manager or Customer Designee, the Contractor shall coordinate and reschedule a time convenient and feasible to meet the Department's needs.

5.5.2.5 Complete scheduled/preventative repairs within seven (7) business days. If the Contractor is unable to complete the scheduled repairs within seven (7) business days, the Contractor shall give written notice to the Customer Manager or Customer Designee.

5.5.2.6 Not invoice the repair rate for non-regular business hour rate for services unless requested and approved in writing by the Customer Manager or Customer Designee prior to starting the work.

5.5.2.7 Not have employees work overtime unless requested and approved by the Customer Manager or Customer Designee. The Customer will not pay more than 1.5 of the hourly rates.

5.6 SERVICE REQUIREMENTS

5.6.1 Quarterly Preventive General Maintenance, Repair, Replacement, and Installation Requirements:

The Contractor shall:

- 5.6.1.1** Provide all equipment, materials, labor, tools specialized equipment, incidentals, expendable items, personnel protective equipment and transportation necessary for proper execution and completion of the quarterly preventive maintenance services at the request of the Contract Manager or Department Designee.
- 5.6.1.2** Provide recommendations to the Customer Manager or Customer Designee for the purpose of identifying the existence of any potential hazards, injury, and/or possible equipment failure and the potential for untimely replacements, and information impacting the performance and life of parts and equipment when equipment is serviced based on schedule or unscheduled work.
- 5.6.1.3** Perform non-urgent repair services on an as-needed basis as requested by the Customer Manager or Customer Designee.
- 5.6.1.4** Confirm repair service requests within two (2) business hours by phone or email to the Customer Manager or Customer Designee. Complete the repair services within two (2) business days of the service request, or a time mutually agreed upon between the Contractor and Customer Manager or Customer Designee.
- 5.6.1.5** Perform maintenance on both slide and swing style gate systems and components to include:
 - 5.6.1.5.1** Inspecting the entire gate and mechanism prior to beginning repairs to ensure that no other repairs are required.
 - 5.6.1.5.2** Inspecting each gate and its component parts according to the maintenance schedule for each type of gate and controller/manufacture.
 - 5.6.1.5.3** Adjusting, lubricating, cleaning, and repairing or replacing any parts and mechanisms as necessary to keep the gate in proper and safe operating condition.
 - 5.6.1.5.4** Repairing all automatic gates, components, and associated equipment so that they operate to the original manufacturers' performance specifications for the gates and associated equipment described.
 - 5.6.1.5.5** Maintaining, repairing and/or replacing all components required to ensure proper and complete operability of the Customer equipment. Maintenance, repair, replacement and installation services shall include, but not limited to the following:
 - a. Hydraulic pumps;
 - b. Pump motors;
 - c. Pump seals;

- d. Pinch wheels;
- e. Limit switches;
- f. Stop locks;
- g. Circuit boards;
- h. Loop detectors;
- i. Hydraulic oil replacement;
- j. Adjust flow control valve;
- k. Chain adjustments;
- l. Belts;
- m. Clutch adjustments;
- n. Pulleys;
- o. Swing arm replacement; and
- p. As needed welding services for tracks, chain yokes, pivot point on arms, hinges

5.6.1.6 Contractor shall perform miscellaneous services only after the Customer Manager or Customer Designee authorizes such services in writing, by issuance of an order by the participating Customer. These related services shall be performed in accordance with all provisions of this IFB.

5.6.1.7 Submit a written itemized quote that describes the repair, the cost of parts and the labor, within one (1) business day of request, to the Customer Manager or Customer Designee for approval, prior to starting work.

5.6.1.8 Invoice for repair services per the correct hourly bid rate listed on Exhibit 1 - Proposal Price Worksheet for labor service and percentage discount bid off the manufacture suggested retail price for replacement parts.

5.6.1.9 If the Contractor and the Customer Manager or Customer Designee mutually agree that if a callback to repair an inoperable automatic gate is a result of an accident or vandalism caused by others and is not due to the Contractor's workmanship, then the repairs shall be billed at the Hourly Labor Rate per Exhibit 1 - Proposal Price Worksheet.

5.6.2 Routine and Preventive Maintenance Services:

The Contractor shall:

5.6.2.1 Coordinate with the Customer Manager or Customer Designee to schedule any routine and preventative maintenance services. The automatic access gate and related equipment at each Customer location, the preventative/scheduled maintenance checks and maintenance service schedule shall be determined and approved in writing, by the Customer Manager or Customer Designee.

5.6.2.1.1 The routine and preventative maintenance service schedule, including the frequency or number of hours for onsite preventative maintenance, may be revised on an as-needed basis, as required by the Contract Manager or Department Designee, at the Contractor's recommendation, by individual/specific equipment, or to account for events and activities taking place at Customer locations. Any changes to the preventative maintenance schedule shall be agreed to in writing by the Customer Manager or Customer Designee. Under no circumstances shall the Contractor adjust or modify the preventative maintenance service schedule, the frequency, or number of hours for onsite preventative maintenance without prior written approval from the Customer Manager or Customer Designee.

5.6.2.1.2 Routine and preventative maintenance services shall meet or exceed the manufacturers recommended requirements, or at least be performed once a year to ensure the gates operate at maximum efficiency levels if a manufacturer's preventative maintenance service schedule is not available.

5.6.2.2 Provide full preventative maintenance services to the automatic gates, to include the repair and/or replacement of all parts as required due to normal wear and tear, including but not necessarily limited to:

5.6.2.2.1 Regular and systematic testing of all mechanical gate associated component parts, equipment, and trim.

5.6.2.2.2 Adjusting, lubricating, cleaning, and repairing or replacing any parts and mechanisms as necessary to maintain the gates and equipment are in proper and safe operating condition.

5.6.2.2.3 Inspecting that the equipment efficiency, safety, and rated opening and closing speeds for each gate unit are maintained in accordance with the manufacturer specifications deleted code(s).

5.6.2.2.4 Examining, maintaining, and restoring all safety devices and governors for each gate. Gate safety devices and/or governors shall never be left in a bypassed state.

5.6.2.2.5 Inspecting the mechanical, electrical, and electronic systems including the motor controls and secondary breakers serving the motor controls up to the main disconnects in primary switchboards.

5.6.2.3 Complete work per the approved routine and preventative maintenance schedule, within seven (7) business days. If the Contractor is unable to complete the scheduled repairs within seven (7) business days, the Contractor must notify and give written notice to the Customer Manager or Customer Designee.

- 5.6.2.4** Perform routine and preventative maintenance visits at a minimum of once per quarter. Contractor shall provide full maintenance services to the gates that include but not limited to, regular and systematic examination, adjustment, alignment, and lubrication of each gate. Service shall include the repair, as approved by the Customer Manager or Customer Designee.
- 5.6.2.5** Provide the Customer Manager or Customer Designee with an electronic report of all findings and provide service recommendations. within five (5) calendar days, from the date of service completion.
- 5.6.2.6** Notify the Customer Manager or Customer Designee of all equipment issues found that are not within manufacturer's specifications and the anticipated down time, within one (1) hour of the discovery.
- 5.6.2.7** Invoice routine and preventative maintenance services separately from repair and urgent repair services per Exhibit 1 - Proposal Price Worksheet.
- 5.6.2.8** Perform scheduled preventative/scheduled maintenance service check to include but not necessarily be limited to the gates listed in the Exhibit 2 – Sample Market Basket Form, as well as any gates that are added after contract award, and as requested by the Customer Manager or Customer Designee.

5.6.3 Repair Services:

The Contractor shall provide repair or replacement parts in accordance with the following schedules, or as agreed upon by the contracting entity (Customer):

5.6.3.1 Expedited Services

- 5.6.3.1.1** The Customer may require the Contractor to respond to Expedited Service Requests. The Customer shall have the sole and final authority in determining when services will be designated as Expedited Services.
- 5.6.3.1.2** Expedited Services shall be available 24-Hours a day, 365-Days a year and shall be billed in accordance with the hourly rates of either Regular Hours or Non-Regular Hours per Exhibit 1 - Proposal Price Worksheet, based on the time of day Expedited Services are provided.
- 5.6.3.1.3** For each Expedited Service request, the Customer Manager or Customer Designee will request Expedited Services (each instance, a "Notification") and Contractor shall respond/acknowledge to an Expedited Service request within 30-Minutes and be onsite within two (2) hours of Notification by the Customer Manager or Customer Designee. Response time shall begin from the time the call is made to the time the Contractor's technician signs in at the

facility. The Contractor shall provide an Expedited Services cost estimate with an estimated completion time to the Customer Manager or Customer Designee within two (2) hours of Notification. The Customer Manager or Customer Designee and Contractor may mutually agree that a verbal cost estimate for Expedited Services will meet the needs of the Customer. Verbal estimates shall not release the Contractor from its responsibilities as described by the terms of this Contract.

5.6.3.1.4 The Contractor shall provide the Customer Manager or Customer Designee, a completed Expedited Services Summary of services provided within one (1) week. The Expedited Services Summary shall include:

- a. The location of the services,
- b. Type and description of services performed,
- c. An itemized cost of labor and parts (based on prices established in the Contract), and
- d. List of material-handling equipment rental(s) needed to complete the service (if applicable).

5.6.3.1.5 During Expedited services, all other provisions of this Contract shall apply.

5.6.3.1.6 If additional services are required after the Expedited Services are completed, those services shall be provided in accordance with the terms and conditions of this Contract and as outlined in this Scope of Work.

5.6.3.2 Emergency Service

5.6.3.2.1 The Customer may require the Contractor to respond to Emergency Service Requests. The Customer shall have the sole and final authority in determining when services will be designated as Emergency Service.

5.6.3.2.2 Emergency Service shall be available 24-Hours a day, 365-Days a year and shall be billed in accordance with the hourly rates of either Regular Hours or Non-Regular Hours per Exhibit 1 - Proposal Price Worksheet, based on the time-of-day Emergency Service are provided.

- a. The location of the services,
- b. Type and description of services performed,

- c. An itemized cost of labor and parts (based on prices established in the Contract), and
- d. List of material-handling equipment rental(s) needed to complete the service (if applicable).

5.6.3.2.3 For each Emergency Service Request, the Customer Manager or Customer Designee will request Emergency Service (each instance, a “Notification”) and Contractor shall respond/acknowledge to an Emergency Service request within 30-Minutes and be onsite within two (2) hours of Notification by the Customer Manager or Customer Designee. Response time shall begin from the time the call is made to the time the Contractor's technician signs in at the facility. The Contractor shall provide an Emergency Service cost estimate with an estimated completion time to the Customer Manager or Customer Designee within two (2) hours of Notification. The Customer Manager or Customer Designee and Contractor may mutually agree that a verbal cost estimate for Emergency Service will meet the needs of the Customer. Verbal estimates shall not release the Contractor from its responsibilities as described by the terms of this Contract.

5.6.3.2.4 The Contractor shall provide the Customer Manager or Customer Designee, a completed Emergency Services Summary of services provided within one (1) week. The Emergency Services Summary shall include:

5.6.3.2.5 During Emergency Service, all other provisions of this Contract shall apply.

5.6.3.2.6 If additional services are required after the Emergency services are completed, those services shall be provided in accordance with the terms and conditions of this Contract and as outlined in this Scope of Work.

5.6.3.3 Urgent Repair Services

5.6.3.3.1 The Customer may require the Contractor to respond to Urgent Repair Service Requests. The Customer shall have the sole and final authority in determining when services will be designated as Urgent Repair Service.

5.6.3.3.2 Urgent Repair Service shall be available 24-Hours a day, 365-Days a year and shall be billed in accordance with the hourly rates of either Regular Hours or Non- Regular Hours

per Exhibit 1 - Proposal Price Worksheet based on the time-of-day Urgent Repair Service are provided.

5.6.3.3.3 For each Urgent Repair Service Request, the Customer Manager or Customer Designee will request Urgent Repair Service (each instance, a “Notification”) and Contractor shall respond/acknowledge to Urgent Repair Service request within 30-Minutes and be onsite within two (2) hours of Notification by the Customer Manager or Customer Designee. Response time shall begin from the time the call is made to the time the Contractor's technician signs in at the facility. The Contractor shall provide an Urgent Repair Service cost estimate with an estimated completion time to the Customer Manager or Customer Designee within two (2) hours of Notification. The Customer Manager or Customer Designee and Contractor may mutually agree that a verbal cost estimate for Urgent Repair Service will meet the needs of the Customer. Verbal estimates shall not release the Contractor from its responsibilities as described by the terms of this Contract.

5.6.3.3.4 The Contractor shall provide the Customer Manager or Customer Designee, a completed Urgent Repair Service Summary of services provided within one (1) week. The Urgent Repair Service Summary shall include:

- a. The location of the services,
- b. Type and description of services performed,
- c. An itemized cost of labor and parts (based on prices established in the Contract), and
- d. List of material-handling equipment rental(s) needed to complete the service (if applicable).

5.6.3.3.5 During Urgent Repair Service, all other provisions of this Contract shall apply.

5.6.3.3.6 If additional services are required after the Urgent Repair Service is completed, those services shall be provided in accordance with the terms and conditions of this Contract and as outlined in this Scope of Work.

5.6.4 Failure to Complete Services: In the event that the Contractor fails to complete the work, resulting in an impact to customer operations, the Contractor may be subject to liquidated damages as outlined by the contracting entity (Customer).

5.7 NEW INSTALLATION AND REPLACEMENT PARTS

The Contractor shall:

- 5.7.1** Maintain and repair all gates so that the gates operate to the original manufacture's performance specifications and associated equipment.
- 5.7.2** Furnish all equipment, labor, delivery of all parts, materials, tools, and transportation necessary for proper execution and completion of maintenance and repair services in accordance with the requirements specified in this scope of work. The Contractor shall maintain or have immediate access to material, parts and equipment necessary to provide services to the Customer.
 - 5.7.2.1** Use parts, lubricants, and chemicals associated with the maintenance of the electric gates meet the manufacture's specifications and standards for the type of gates at the locations.
 - 5.7.2.2** Replace all worn, failed, or suspect to failure/identified as intermittently working parts under the Routine Maintenance and Repair Programs.
 - 5.7.2.3** Be responsible for ensuring all parts are new, unused, and meet all applicable OEM standards.
 - 5.7.2.4** Provide replacement parts, to include complete installation of a new automatic gate system.
 - 5.7.2.5** Replace all worn, failed, or suspect to failure/identified as intermittently working parts under the Routine Maintenance and Repair Services.
 - 5.7.2.6** Be responsible for ensuring all parts are new and meet all applicable Original Equipment Manufacturer standards.
- 5.7.3** Maintain, at Contractor's cost, an adequate inventory of replacement parts to ensure minimal down time during the maintenance and repair of the gates at no cost to the Customer. The Customer estimates that an adequate parts inventory will cover four (4) weeks of repairs. The Contractor and the Customer Manager or Customer Designee will mutually agree on what an adequate parts inventory is based on the doors in use at Customer locations within five (5) days of contract award.
- 5.7.4** Ensure all replacement parts and lubricants are of the same or higher quality and are the same manufacturing design as the parts and lubricants being replaced.
 - 5.7.4.1** Replacement parts may be new or reconditioned to the original manufacturers' specifications with prior written approval from the Customer Manager or Customer Designee.
 - 5.7.4.2** If an automatic gate component becomes obsolete and a new replacement Original Equipment Manufacturer part is not available, the Contractor may provide rebuilt Original Equipment

Manufacturer parts or use a compatible part for a different manufacturer with prior written approval from the Customer Manager or Customer Designee. The rebuilt or reconditioned parts shall be equal in quality, operation, and performance to original parts and free from defects.

5.7.4.3 When non-stocked replacement parts are required for a repair service, the Contractor shall provide and install non-stocked replacement parts within two (2) weeks after repair request made by the Customer Manager or Customer Designee. The Contractor must notify the Contractor and Customer Manager or Customer Designee if the two (2) week timeframe cannot be met.

5.7.5 Provide repair parts and materials at a percentage discount from the published price list or materials catalog. The percentage discount shall be in accordance with the Exhibit 1 - Proposal Price Worksheet. All line-item charges for parts and materials will be verified by the Customer Manager or Customer Designee

5.7.6 Invoice parts and components used at the percentage discount off the manufacturer suggested retail price list or catalog, as indicated on Exhibit 1 - Proposal Price Worksheet.

5.7.7 Be responsible for ensuring that all parts, lubricants, and chemicals associated with the maintenance of the electric gates meet the manufacture's specifications and standards for the type of gates at the locations.

5.7.8 Replace all worn, failed, or suspect to failure/identified as intermittently working parts under the Routine Maintenance and Repair Programs.

5.7.9 Be responsible for ensuring all parts are new, unused, and meet all applicable OEM standards.

5.7.10 It is intended that the manufacturer in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the item(s) will be subjected. Component parts shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification. All parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards.

5.8 PERSONNEL

The Contractor shall:

5.8.1 Be responsible for providing all personnel with a uniform, necessary safety equipment and a company issued badge with photo. Uniforms shall be alike and shall have the Contractor's and employee's names clearly displayed on the front of

the shirt and seasonal outerwear. Contractor and subcontractor personnel are required to wear badges while on Customer property.

5.8.2 Be responsible for providing all personnel the required protective equipment when servicing Customer equipment, or required based on the environment, or as required by department policy.

5.8.3 Be responsible for immediately removing any employee or representative from the Customer property or facilities, if the Customer Manager or Customer Designee notifies the Contractor that any employee(s) or representative of Contractor is (while providing services on Customer property or at Customer facilities) incompetent, disorderly, abusive, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Texas law, or has possessed or was under the influence of alcohol or drugs on the job,

5.8.3.1 The Contractor shall not assign such employee to a Customer work order/job without the Customer Manager or Customer Designee's prior written consent.

5.8.3.2 The Contractor's employees are required to maintain good discipline while performing services for the Customer.

5.8.4 Be responsible for ensuring that all personnel maintain all applicable certifications that are required to perform the services specified in this IFB and they are continuously trained to meet the latest technology and industry standards. The Contractor shall submit proof of personnel training and experience within one (1) week as requested by the Customer Manager or Customer Designee.

5.8.5 Be responsible for ensuring all personnel meet all applicable certification requirements of any regulatory agency having jurisdiction.

5.9 DISPOSAL OF PARTS, NON-HAZARDOUS AND HAZARDOUS MATERIALS

The Contractor shall:

5.9.1 Be responsible for handling, transporting, and the proper disposal of all waste material, worn/defective parts, oils and solvents, in accordance with all applicable laws, rules and regulations so as to ensure the highest level of safety to the environment and public health at no additional cost to the Customer.

5.9.2 Be responsible for not storing worn or defective parts on Customer premises at the end of the workday unless otherwise specified and approved by the Customer Manager or Customer Designee.

5.9.3 Immediately notify the Customer Manager or Customer Designee of any suspected hazardous materials encountered before or during performance of work and shall take all necessary precautions to avoid further disturbance of the materials. The

Customer will be responsible for any hazardous material uncovered or revealed at the site which was not shown, indicated or identified.

- 5.9.4** Coordinate the timing and transportation of equipment or potentially hazardous materials to the work area. If transportation through the interior of a facility is required, the Contractor shall take every precaution to ensure public safety. Under no circumstances shall the Contractor transport equipment or hazardous materials through the interior of a facility without prior coordination with the Customer Manager or Customer Designee
- 5.9.5** Maintain and provide, as requested, by the Customer Manager or Customer Designee a documented audit trail of the disposal of hazardous waste material.

5.10 PLANS AND REPORTS

5.10.1 Inspection Plan

The Contractor shall:

- 5.10.1.1** Meet with the Customer Manager or Customer Designee to develop an inspection plan.
- 5.10.1.2** The inspection plan shall include, but not limited to the following:
 - a. Procedures;
 - b. Requirements;
 - c. Deadlines; and
 - d. Approximate dates for all inspections and tests.

5.10.2 Reports

The Contractor shall:

- 5.10.2.1** Develop and maintain sortable electronic records of all inspections, preventative maintenance, and repair visits on all automatic gate systems and equipment.
- 5.10.2.2** Provide a monthly report within two (2) business days upon request of the Customer Manager or Customer Designee.
- 5.10.2.3** Be responsible for correcting any discrepancies in the report within two (2) weeks of notification by the Customer Manager or Customer Designee
- 5.10.2.4** Maintain proof of all labor, material and equipment charges and submit the information upon request of the Contract Manager or Department Designee. Documentation shall include but not necessarily be limited to: copies of employee timesheets, payroll records, bank statements, which shall be submitted for inspection, copies of suppliers' invoices, properly dated, and itemized by line itemized in each job performed for the Customer.

5.10.2.5 Provide maintenance records within 15-Calendar days after the end of each quarter or as requested by the Customer Manager or Customer Designee.

5.10.2.6 Document each service request or delivery order with a legible written checklist/service ticket, after the repairs are complete and submit to the Customer Manager or Customer Designee upon completion of service. The format of the service ticket must be agreed upon by the Contract Manger or Department Designee. The service ticket must include the following at a minimum:

- a. Date;
- b. Location
- c. Requestor's full name;
- d. Phone number;
- e. Department;
- f. Service Technician's full Name;
- g. Phone number;
- h. On-site Arrival Time;
- i. On-site Departure Time;
- j. Description of Work
- k. Diagnosis;
- l. Maintenance/Repair;
- m. Materials and parts used;
- n. Equipment replaced; and
- o. Representative signature

5.10.2.7 Maintain a system to record and provide a report of all inspections and services performed for the Customer.

5.10.2.7.1 The reports shall include data by date, location, gate number, gate type, department, cost and an abbreviated summary of services provided by the Contractor, hours required to complete the service, and the technician's name. The Contractor SPOC shall be responsible for providing the report.

5.10.2.7.2 The SPOC shall maintain the report in electronic format and shall deliver the report to the Customer Manager or Customer Designee within five (5) business days from the date of request.

5.11 SAFETY

The Contractor shall:

- 5.11.1** Be responsible for complying with all applicable OSHA safety requirements <http://www.osha.gov/> and Customer rules and practices, including directives issued by the Customer Manager or Customer Designee while on Customer property.
- 5.11.2** Be responsible for notifying the Customer Manager or Customer Designee immediately of any existing or potentially unsafe condition, accident, or injury. A written summary/report of any situation or condition shall be submitted to the Customer Manager or Customer Designee within one (1) calendar day of such verbal notification.
- 5.11.3** Be responsible for ensuring the safety of their employees, Customer employees, and the general public during the performance of all services under this contract. The Contractor shall ensure that its personnel are fully and properly equipped and trained to perform the services promptly and safely.
- 5.11.4** Be responsible for furnishing documentation, upon request by Customer Manager or Customer Designee, of the completion of the approved safety training of equipment operators and other personnel. The safety training shall comply with all OSHA requirements <http://www.osha.gov/>. The Customer Manager or Customer Designee reserves the right to inspect all areas for safety violations at its discretion, direct the contractor to make immediate improvement of necessary conditions and/or procedures, and/or stop the work if other hazards are deemed to exist.
- 5.11.5** Be responsible for ensuring that the contractor's vehicles or private vehicles by the contractor's employees on or about the property shall conform to posted regulations and safe driving practices. Aisles, passageways, alleyways, entrances or exits to fire protection equipment must be kept unobstructed at all times.
- 5.11.6** Be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the contract.
- 5.11.7** Be responsible for taking all necessary precautions for safety, and shall provide reasonable protection to prevent damage, injury or loss to persons, properties, equipment and vehicles. The Contractor shall barricade the entrance and exit ways of gates that are out of service. Barricades shall be sufficient to prevent use of the equipment and prevent unauthorized entry in the work area.
- 5.11.8** Submit a copy of the safety and protection plan/program that complies with all safety, environmental protection, property protection and health provisions, upon request of the Customer Manager or Customer Designee.
- 5.11.9** Be responsible for complying with all applicable federal, state, and local environmental protection laws, regulations, and standards. The Contractor shall comply with any other statutory requirements for clean air, clean water, toxic substances control, pollution control, resource conservation and recovery. All environmental protection matters, or questions shall be coordinated with the Customer Manager or Customer Designee.

5.11.10 Be responsible for the enforcement of all safety requirements for any work performed under the awarded contract. If the Contractor fails or refuses to promptly comply with safety requirements, the Customer Manager or Customer Designee may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order shall be made the subject of a claim for extension of time or for excess costs or damages to Contractor.

5.12 TRANSPORTATION AND PARKING

5.12.1 The Contractor shall provide all transportation required to perform the work.

5.12.2 The Contractor shall park all vehicles in areas designated by the Customer at the Contractor's expense, if any.

5.12.3 The Contractor shall ensure Contractor vehicles are clearly marked with the Contractor's or subcontractor's name on both sides of each vehicle. Magnetic signs are acceptable.

5.12.4 The Contractor shall not charge separately for administrative, overhead, per diem and transportation (i.e. mileage and fuel) costs. These expenses shall be included in the hourly proposed rates (Exhibit 1 - Proposal Price Worksheet).

5.13 WARRANTY

5.13.1 The Contractor shall provide, a minimum one (1) year warranty against defects of materials, services, and workmanship for all repairs. Contractor shall include in their offer package a statement of warranty for workmanship and materials.

5.14 CUSTOMER'S RESPONSIBILITIES

5.14.1 The Customer Manager or Customer Designee may dismiss any Contractor or subcontractor employee whose actions do not conform to the requirements of this IFB or conduct that the Customer Manager or Customer Designee deems unsafe or improper. Contractor or subcontractor personnel dismissed for any reason, shall not return to any Customer property without the prior written consent of the Customer Manager or Customer Designee.

5.14.2 The Customer reserves the right to request new gates, add, delete, or move gates to an annual preventative/scheduled maintenance schedule at any time throughout the term of the contract, and may request that the contractor conduct a necessary preliminary gate assessment.

5.14.3 The Customer Manager or Customer Designee will provide a Delivery Order to the Contractor to begin servicing any Customer equipment. The Customer Manager or Customer Designee will provide gate location and a general description of anticipated service needs at the time service request is made on the Delivery Order.

- 5.14.4** The Customer Manager or Customer Designee will provide access information and instructions for accessing Customer property, before the Contractor begins servicing Customer equipment, to include instructions and any specific requirements at the time the service is scheduled.
- 5.14.5** The Customer Manager or Customer Designee will issue security badges, if needed, to the Contractor and subcontractor(s) while they are onsite. The Customer Manager or Customer Designee will be responsible for obtaining badges and providing the Contractor instructions on security and/or other protocols prior to servicing Customer equipment.
- 5.14.6** The Customer will provide light, water, and electric to Customer as necessary to enable the contractor to provide the services described in this document. The Contractor shall use these utilities only to perform its contractual duties.
- 5.14.7** The Customer Manager or Customer Designee will provide the Contractor with any available automatic gate operations and maintenance manuals, including the most current drawings and wiring diagrams, in the Customer's possession. The Contractor shall be responsible for obtaining all other information and data necessary to perform required repair and maintenance within 30-Days after contract execution.
- 5.14.8** The Customer Manager or Customer Designee will provide the Contractor with name(s) of personnel authorized to order services. The Customer Manager or Customer Designee may elect to hire other contractors for major modifications to automatic gates as deemed necessary by the Customer Manager or Customer Designee. If any service schedules are affected by these major modifications, the Contractor and Customer Manager or Customer Designee will mutually agree on an adjusted schedule. The Contractor will be given the chance to inspect the major modifications before resuming the preventative maintenance activities under this Contract. If deficiencies are found during the inspection, the Contractor and Customer Manager or Customer Designee will mutually agree on a resolution to address these deficiencies prior to the Contractor resuming services for that door. Final approval of major modifications rests solely with the Customer Manager or Customer Designee.
- 5.14.9** The Customer Manager or Customer Designee will notify the Departments and Customer personnel if/when automatic access gate or any related components will be inoperable and/or inaccessible during normal business hours and they will be responsible for communicating the estimated time for equipment restoration.
- 5.14.10** The Customer Manager or Customer Designee will provide written request for inventory parts.
- 5.14.11** The Customer Manager or Customer Designee will verify Contractor's technician's experience throughout the term of the Contract.

5.15 OMISSIONS

It is the intention of this scope of work to require complete automatic door maintenance and repair services for all Customers. Any items/services that have been omitted from this scope of work which are clearly necessary for complete automatic door maintenance and repair services shall be considered to be a requirement of the contract although not directly specified or called for in this scope of work.

APPENDIX A.1

Pricing for TXShare Cooperative Purchasing Program Participants

CATEGORY 1 - HOURLY LABOR RATE FOR QUARTERLY PREVENTIVE MAINTENANCE SERVICES			
ITEM NO.	ITEM DESCRIPTION	SECTION 5 SCOPE OF WORK PARAGRAPH	% DISCOUNT OFF HOURLY RATE
1	Quarterly Preventive Maintenance Services: Technician Monday- Friday 7:00 a.m. to 5:00 p.m. CST	5.6.1	10%
2	Quarterly Preventive Maintenance Services: Welder Monday - Friday 7:00 a.m. to 5:00 p.m. CST	5.6.1	10%
3	Quarterly Preventive Maintenance Services: Emergency Services 24-Hours a Day, 365-Days a year	5.6.3	10%

CATEGORY 1 - HOURLY LABOR RATE FOR REPAIR, INSTALLATION OR REPLACEMENT OF NEW GATES FOR NORMAL BUSINESS HOURS			
ITEM NO.	ITEM DESCRIPTION	SECTION 5 SCOPE OF WORK PARAGRAPH	% DISCOUNT OFF HOURLY RATE
4	Normal Business Hours: Technician: Monday- Friday 7:00 a.m. to 5:00 p.m. CST	5.5.1	10%
5	Normal Business Hours: Welder: Monday- Friday 7:00 a.m. to 5:00 p.m. CST	5.5.1	10%
6	Normal Business Hours: Emergency Services 24-Hours a Day, 365-Days a year	5.8.3	10%

CATEGORY 1 - LABOR RATE/ REPAIR RATE FOR NON-REGULAR HOURS			
ITEM NO.	ITEM DESCRIPTION	SECTION 5 SCOPE OF WORK PARAGRAPH	% DISCOUNT OFF HOURLY RATE
7	Non-Regular Hours: Technician Monday - Friday 5:01 p.m. to 6:59 a.m., CST, Weekends, and Customer Observed Holidays	5.5.2	0%
8	Non-Regular Hours: Welder Monday - Friday 5:01 p.m. to 6:59 a.m., CST, Weekends, and Customer Observed Holidays	5.5.2	0%
9	Non-Regular Hours: Emergency Repair Services Monday - Friday 5:01 p.m. to 6:59 a.m., CST, Weekends, and Customer Observed Holidays	5.8.3	0%

CATEGORY 2 - NON-SPECIFIED SERVICE PARTS, NEW GATES, REPLACEMENT PARTS FOR GATES		
ITEM NO.	ITEM DESCRIPTION	% DISCOUNT OFF LIST PRICE
1	Non-Specified Service Parts, New Gates, Replacement Parts and Materials as approved by the Customer Manager or Department Designee (Excludes parts and materials included in the maintenance service)	10%

CATEGORY 2 - SPARE PARTS

ITEM NO.	ITEM DESCRIPTION	% DISCOUNT OFF LIST PRICE
1	Spare Parts, as approved by the Customer Manager or Department Designee (Excludes parts and materials included in the maintenance service)	10%

CATEGORY 3 - OTHER ANCILLARY GOODS OR SERVICES State % Discount off catalog/pricelist for proposed services.		
ITEM NO.	ITEM DESCRIPTION (DESCRIBE BELOW)	% Discount off Current List
1	Access control Technician	10%
2	Remote tech support	10%
3	Helper	10%

APPENDIX A.2

Service Area Designation Forms

EXHIBIT 3: SERVICE DESIGNATION AREAS

Texas Service Area Designation or Identification			
Proposing Firm Name:	Dallas Automatic Gate		
Notes:	Indicate in the appropriate box whether you are proposing to service the entire state of Texas		
	Will service the entire state of Texas	Will not service the entire state of Texas	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If you are not proposing to service the entire state of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.			
Item	Region	Metropolitan Statistical Areas	Designated Service Area
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area	yes
2.	High Plains	Amarillo Lubbock	no
3.	Northwest	Abilene Wichita Falls	yes
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler	yes
5.	Southeast	Beaumont-Port Arthur	no
6.	Gulf Coast	Houston-The Woodlands-Sugar Land	yes
7.	Central Texas	College Station-Bryan Killeen-Temple Waco	yes
8.	Capital Texas	Austin-Round Rock	yes
9.	Alamo	San Antonio-New Braunfels Victoria	yes
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission	no
11.	West Texas	Midland Odessa San Angelo	no
12.	Upper Rio Grande	El Paso	no

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

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

APPENDIX B

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.

REQUIRED 2 CFR 200 CLAUSES

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

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

The following definitions apply to this statute:

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

10. Domestic Preference for Procurements

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

11. Trafficking in Persons

Proposer agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period of time that the award is in effect; (iii) used force labor in the performance of the award or subawards under the award. The Federal award agency may unilaterally terminate the award, without penalty, if the Contractor (i) is determined to have violated an applicable prohibition; (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term. NCTCOG must notify the Federal award agency immediately if any information received from the Contractor indicates a violation of the applicable prohibitions.

Check one of the following:

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

-OR-

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

Signature of Authorized Person

Name of Authorized Person

Name of Company

Date

Jacob Bailey, manager

Jacob Bailey

Dallas Automatic Gate

1/28/2025

APPENDIX C RESTRICTIONS ON LOBBYING

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

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

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

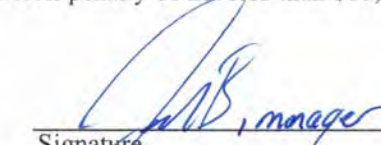
Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated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

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

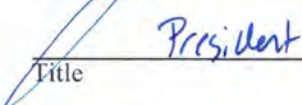
The undersigned certifies to the best of his or her knowledge and belief, that:

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

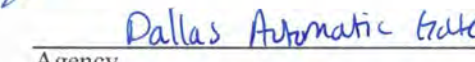
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file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



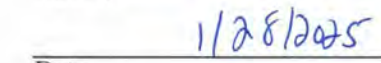
Signature



Title



Agency



Date

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

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

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

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

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

Check one of the following:

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

-OR-

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



Signature of Authorized Person

Jordan Bailey

Name of Authorized Person

Dallas Automatic Gate

Name of Company

11/28/2025

Date

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.

Check one of the following:

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

-OR-

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



Signature of Authorized Person

Jared Bailey

Name of Authorized Person

Dallas Automatic Trade

Name of Company

1/28/2025

Date

BOYCOTTING OF CERTAIN ENERGY COMPANIES

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

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

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

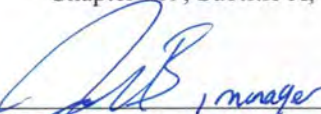
The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

Check one of the following:

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

-OR-

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



Signature of Authorized Person

Jared Bailey

Name of Authorized Person

Dallas Automatic Brake

Name of Company

1/28/2025

Date

**APPENDIX E
DEBARMENT CERTIFICATION**

Jarad Bailey being duly
(Name of certifying official)
sworn or under penalty of perjury under the laws of the United States, certifies that neither

Dallas Automatic Gate, nor its principals
(Name of lower tier participant)
are presently:

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

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

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

EXCEPTIONS:

Jarad Bailey, manager
Signature of Certifying Official

President
Title

1/28/2005
Date of Certification

Form 1734
Rev.10-91
TPFS