

TXShare

Your Public Sector Solutions Center

REQUEST FOR PROPOSALS

For

Wayfaring Signage

RFP # 2025-009

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

CJHorak Enterprises, Inc.

Legal Name of Proposing Firm

Roger Johnson

Project Manager

Contact Person for This Proposal

Title

817-260-0700

Contact Person Telephone Number

roger@psgdfw.com

Contact Person E-Mail Address

2865 Market Loop

Street Address of Principal Place of Business

Southlake, TX

City/State

76092

Zip

PO Box 32

Mailing Address of Principal Place of Business

Grapevine, TX

City/State

76099

Zip

Curtis Horak

President

Point of Contact for Contract Negotiations

Title

817-260-0700 x 101

Point of Contact Telephone Number

curt@psgdfw.com

Point of Contact Person E-Mail Address

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

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

COVER SHEET

TAB A – Cover Page & Statement of Understanding

To Whom it may concern, Priority Signs and Graphics DBA CJHorak Enterprises, Inc. is in understanding of the work to be performed within this RFP.

Scope of work includes:

- Fabrication of Wayfinding, Monument and Event Signage
- Installation of Wayfinding, Monument and Event Signage (including scheduling lane closures, core drillers, concrete, etc....)
- Graphic Designs and Renderings of all signage and their locations (These will all be sent over for your approval prior to fabrication)
- Permit Acquisition and City Inspections
- Site Surveys
- Project Management from award of project until project completion

TAB B – Key Personnel

Curtis Horak

- President and Owner of Priority Signs and Graphics (12 years in business)
- MBA
- Master Sign Electrician
- Industrial Engineer

Jimmy Jenkins

- 37 Years' experience in the signage industry
- Primarily involved in our graphics department, creating exterior and interior vinyl as well as car wraps
- Fluent in Adobe Illustrator
- Vinyl Installation and Fabrication

Kelly Burkhalter

- 17 Years' fabrication experience in the signage industry
- Fabrication Manager
- Has held roles in every key position within fabrication (Metal fabrication, paint, electrical, etc....)
- Certification with the Technical School of Collision Repair

Clay Keaton

- Installation Manager
- Bachelor's degree
- Journeyman Sign Electrician
- 20 Years' experience in the signage industry
- Commercial Driver's License
- Former Sign Inspector with the City of Fort Worth

Angie Lemus

- 7 Years' Experience in the signage industry
- Permit Manager
- Has worked with most municipalities within DFW and neighboring counties
- Extensive knowledge of the City of Southlake's permitting and inspection process

Roger Johnson

- Project Manager
- 17 Years' experience in the sign industry
- Has previously worked with the City of Southlake to replace wayfinding signage.
- Has held key positions in the sign industry (project manager, sales, graphic design, production & installation)
- Has worked with several large corporations on national advertising and rebranding campaigns

TAB C – References

City of Allen Police Department

Officer Chance Graves
514-509-4334
cgraves@cityofallen.org

Grapevine Highschool

Robert Debesse
912-515-6288
Robert.debesse@gcisd.net

Carroll Education Foundation

Alexandria Martin
817-718-5238
Alexandra.martin@southlakecarroll.edu

City of Grapevine – REC

Andrea Treadway
817-410-3457
atreadway@grapevinetexas.gov

City of Southlake

Mona Hassan
682-593-3503
mhassan@ci.southlake.tx.us

TAB D – Project-Related Experience and Qualifications

5.2.1 Provide a general explanation and chart which specifies project leadership and reporting responsibilities, and how the team will interface with Customer's project management and team personnel.

Project leadership is primarily the key responsibility of your designated Project Manager. The Project Manager will oversee the project from inception to completion, coordinating with all departments to ensure that Design, Permitting, Fabrication and Installation are all on track to meet the desired deadline. The Project Manager will also be the customers' main point of contact and will provide quotes, updates and any pertinent information regarding the project.

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

Our goal as a sign contractor is to make the entire process as simple and hands off as possible for our clients. We strive to go above and beyond in all aspects. With our custom sign shop we are not limited to what the scope of work entails, from 30' tall pylons to illuminated channel letters we are a one stop shop for all your signage needs.

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

We are capable of all the major requirements of the RFP and have displayed such with the wayfinding signage we have done with the city to date.

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

We have one primary business location, located within Southlake (2865 Market Loop, Southlake, TX 76092). Our project management staff are all equipped to meet on sites for surveys, design ideas, etc. we do a number of local projects but have done work nationwide.

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

Priority Signs and Graphics is a full-service sign shop operating for 12 years, we provide Design, Permitting, Survey, Fabrication and Installation, all done in house. We currently have a staff of 32 employees including 6 project managers, 12 installers/service techs, 6 fabricators, 2 designers, a permit technician and other management/administrative roles.

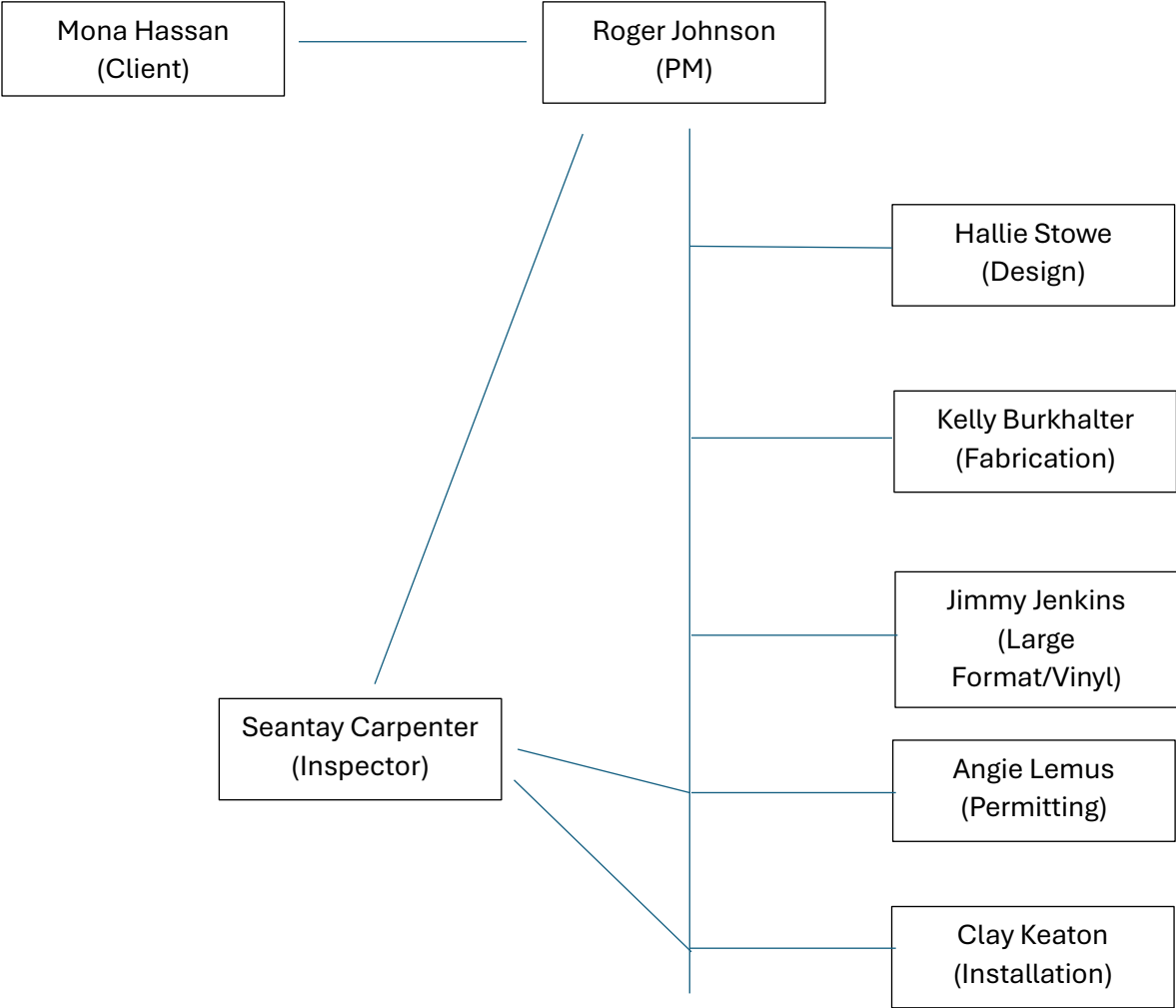
Shops at Legacy Outlet Mall in Plano, TX.

Children's Hospital Dallas, TX.

Walmart Distribution Centers located in Saginaw and Lancaster, TX.

Amazon Distribution Center Amarillo, TX

Continuation of 5.2.1



TAB D – Project-Related Experience and Qualifications

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

Our typical invoicing process requires a 50% deposit prior to fabrication with the remaining 50% billed upon completion of the project. We accept payment via ACH, Check and Credit Card (Credit Cards Include a 3% fee). Payment terms are negotiable but our most common is NET 30 from date of completion.

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

Over the years we have managed several large-scale wayfinding projects.

Shops at Legacy Outlet Mall in Plano, TX, we provided large channel letters and blade signs affixed to their parking garages, outfitted each parking garage for signage on each level and clearance bars, we also fabricated and installed all of their wayfinding signage throughout the outlet mall.

Children's Hospital Dallas, TX, exterior wayfinding directionals that span across the entire property as well as interior ADA and wayfinding throughout the hospital.

Walmart Distribution Centers located in Saginaw and Lancaster, TX, multiple exterior wayfinding directionals at all entrances and exits of their properties as well as all the interior ADA and wayfinding throughout the entire distribution center.

Amazon Distribution Center, Amarillo, TX, large sets of channel letters affixed to the exterior of their building, 4 monument signs, various directionals attached to their parking light poles as well as the entirety of the interior ADA and wayfinding.

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

We have not had any contracts within the past three years that were terminated due to non-performance.

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

Priority Signs and Graphics (Contractor) shall provide all parts and labor necessary to complete warranty repairs due to workmanship (Fabrication and Installation) for a period of (3) years from the date of substantial completion. During this warranty period, all services, equipment, labor, travel, parts, etc., shall be provided during normal business hours at no cost to the Owner/Customer. This warranty does not include normal wear and tear, weather, and/or product abuse. The warranty is contingent upon receipt of final payment to Priority Signs and Graphics (Contractor).

TAB E – Technical Proposal

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

Yes, we have fabricated the Type B and Type D signs for the city already. The monument signs also fall within our capabilities, we are familiar with the specifications from producing other signs for the City of Southlake and have fabricated numerous custom signs that are similar to what is proposed. Our product line would be described as custom signage, we have a range of abilities within our fabrication shop and can produce an array of custom signage to meet our clients' needs and expectations.

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

All fabrication will meet TxDOT standards, we have all of our freestanding signage engineered with a licensed and accredited engineer, they will lay out all the specifications to also meet TxDOT standards.

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

Your designated project manager will provide continual updates as the project proceeds through all the necessary workflows. We typically will start with shop drawings, once the shop drawings is complete the project manager will send over our renderings for approval, once approval is received as well as the deposit we can proceed with fabrication, fabrication lead times are usually 6 weeks from approval. The project manager will relay to the client when our expected fabrication completion date will be and we schedule the installation around that. Once installation is complete, we send the final invoice, final inspection results and completion photos.

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

We are registered as a sign contractor with every city that we do work in. Code checks are performed prior to creating a design to ensure that what we are proposing the city is likely to allow. Prior to any fabrication and installation we always submit for permits with the city and await their approval or denial. Standards such as ADA we typically confer with the Americans with Disabilities Act and their accessibility guidelines (most of which include raised braille lettering and specific sizing/placement)

5.1.5 Provide an example work schedule overview for:

5.1.5.1 Maintenance

Very little maintenance is needed, if desired we can add this to our scope

5.1.5.3 New Installation

Prior to installation we quality check all our signage to ensure there is no damages or faulty parts prior to installation. Your project manager will work with you on a date and time, once the timing is in place our installers will arrive onsite and notify you of their presence. Once the signage is installed the installers will capture completion photos and clean up any mess made at the work site.

TAB E – Technical Proposal

5.1.6 Explain how your maintenance or installation work is supervised.

Maintenance and installation are both supervised by our installation manager Clay Keaton, if the installers have any questions or concerns, they can reach out to him, he also frequents our job sites to ensure that everything is going smoothly and that the job is on track. He coordinates all the working pieces prior to our installers arriving on the job site as well.

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

None, we will facilitate all supplies, parts or equipment.

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

No exceptions to the specifications found in this RFP regarding installation or fabrication.

5.1.9 Can you perform sign assessments? ☒ Yes If so, when performing an Annual Assessment of Existing Wayfinding Signage, do your services include:

5.1.9.1 Inspect all existing wayfinding signage? ☒ Yes

5.1.9.2 Identify and evaluate the severity of all deficiencies as falling under missing, failed, poor, fair, and good, and provide a narrative of the findings? ☒ Yes

5.1.9.3 Take images of the signs to validate each of the evaluation criteria? ☒ Yes

5.1.9.4 Log evaluation and pictures on Customer-approved database? ☒ Yes

5.1.9.5 Propose the corrective actions and identify the associated costs of the corrective actions for each of the signs? ☒ Yes

5.1.9.6 Provide Customer with a both a printed and digital document compiling the findings, images, and recommendations for the sign inventory? ☒ Yes

5.1.10 Can you perform repair and maintenance? ☒ Yes If so, when performing Repair and Maintenance of Wayfinding Signage for types B, C and D, do your services include:

5.1.10.1 Repair wayfinding signs when you are provided engineering drawings? ☒ Yes

5.1.10.2 Regarding roadway signage, can you fabricate and replace sign panels as needed. Fabricated sign panels must meet TxDOT (or applicable state transportation authority) standards for both TXDOT and City roadways (reflectivity, letter size, arrows). Panel replacement will occur in a set of four panels for each sign type for consistency. Can you provide engineered drawings to meet TxDOT standard?

☒ Yes *we can repair and replace panels as needed, we have fabricated many street signs in the past.*

5.1.10.3 Install breakaway bases for all wayfinding signage located in the City right of way, excluding stone based (Type C). All signs in ROW must meet TxDOT breakaway standards. When applicable, new concrete must be poured for breakaway bases? ☒ Yes *we have a reliable vendor that supplies the TxDOT breakaway standards.*

5.1.10.4 Clean and touch up paint as needed per Customer requirements? ☒ Yes

5.1.10.5 Repair, replace, and tighten hardware as needed? ☒ Yes

TAB E – Technical Proposal

5.1.11 Can you perform repair and maintenance of Type D signage? ☒ If so, when performing Repair and Maintenance of event sign Type D, can you:

5.1.11.1 Repair sign cabinet and locks as needed? ☒ we keep the locks in stock

5.1.11.2 Remove existing sign and install breakaway bases; bases must meet TxDOT standard and Contractor must provide their own stamped and signed engineered drawings to meet TxDOT standard; note that the new footing for the event sign shall minimize torsional stresses on the signs? ☒ *we have engineering already for the signs and have installed one to TxDOT standards matching the engineered drawings and the breakaway specifications. The engineering calls for two 8"x8"x3/8" aluminum plates with 4 half inch threaded anchor rods embedded into concrete with the Transpro breakaway coupler.*

5.1.12 Can you perform installation of your newly fabricated signs, and if so, when performing installation, does it include:

5.1.12.1 Contractor be responsible for the erection and dismantling of all barricade or protective coverings

necessary to safeguard the public and property during performance of the work? ☒

5.1.12.2 Contractor attach signs to substrates in accordance with engineer and manufacturer's instructions;

install level, plumb and at proper height; repair or replace damaged units as directed by the Customer? ☒

5.1.12.3 Install all signage items including required footing, anchor bolts, fasteners, attachment metals, and

other miscellaneous metal items in concrete or building wall material as required, and security of signs in place with no visible fasteners? ☒ *we have installed a few for the city already.*

5.1.12.4 Contractor responsible for compliance with all environmental and OSHA regulations? ☒

5.1.12.5 Contractor coordinating installation with Customer or applicable general contractor? ☒

5.1.12.6 Contractor determining wind load requirements and meeting compliance of same? ☒

5.1.12.7 Contractor ensuring that fasteners shall not be exposed unless noted, sign surfaces are not penetrated unless noted, do cause distortion, resistant to oxidation, and of the same metal, color and finish as the components when exposed to view? ☒ *all installation will be done in accordance to the clients needs.*

5.1.13 Identify any subcontractors or third-party services that will be utilized in the performance of the repairs, maintenance or installation services.

The only subcontractor we used to install the other signage was Dallas Lite and Barricade for lane closures as needed.

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

One exception to note in fabrication, sign D Pedestrian Directional, the bracket shown is one bracket that holds all 4 panels. We would use two brackets that hold 2 panels each (they will be butted together to appear as one bracket)

TAB F – Pricing

CATEGORIES SELECTED, DISCOUNTS FOR PRICING & CURRENT PUBLISHED PRICE LIST

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

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

• Proposed Contractual Discounts on Pricing for Categories Offered

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

• Current Published Price List for Items Offered

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

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

TAB F – Pricing

BID PRICE WORKSHEET FOR RFP #2025-009

Category #1: Building Wayfinding Signage

		% Discount Off Your
Description		Regular List Price
Item		
1	Materials	10%

Category #2: Parks, Stadium and Campus Wayfinding Signage

		% Discount Off Your
Description		Regular List Price
Item		
2	Materials	10%

Category #3: Architectural Wayfinding Signage

		% Discount Off Your
Description		Regular List Price
Item		
3	Materials	10%

Category #4: Maintenance, Repairs, and Installation

		% Discount Off Your
Description		Regular List Price
Item		

4A Labor

10%

4B Materials & Supplies

10%

4C Equipment & Mobilization

10%

Category #5: Other Ancillary Services

Item

Description

**% Discount
Off Your
Regular List
Price**

5

Describe Below:

Service and Repairs

10%

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

Item	Description	(Assuming Qty	Unit of Measure	Current List Price	% Discount	Net Price After Discount
	job location is in Southlake, TX)					
1	Annual Assessment of Existing Wayfinding Signage	72	signs	\$4500	20%	\$3600
	Labor Rate for Repair Services, consisting of but not limited to: i. Metal repair services.					
ii.	Reinforcement of signs.					
2	iii. Transport to and from sign site.					
iv.	Installation and/or removal of signs.					
v.	Installation and/or removal of breakaway bases.					
	Labor Rate for Field Painting Services, consisting of but not be limited to: i. General Surface prep for paint services.					
3	ii. Priming surfaces as required. iii. Additional details listed in Attachment A.	1	hour	\$150	16%	\$125
	Labor Rate for In Shop Painting Services, consisting of but not be limited to: i. General Surface prep paint services in shop. ii. Priming surfaces as required in shop.					
4	iii. Installation and/or removal of signs. iv. Transport to/from shop.	1	hour	\$150	16%	\$125
	Labor Rate for In Shop Welding Services, consisting of but not be limited to: i. General Surface prep welding services in shop. ii. Welding including aluminum welding as required in shop.					
5	iii. Installation and/or removal of signs. iv. Transport to/from shop.	1	hour	\$150	16%	\$125
6	Item A. TXDOT Roadway Sign, per Attachment A Specs, Complete FOB Plant					
7	Item A. TXDOT Roadway Sign, Alternate 1 per Attachment A Specs, Complete FOB Plant	1	Each	\$10,500	5%	\$9,975
8	Item B. TXDOT Roadway Sign, Alternate 2 per Attachment A Specs, Complete, FOB Plant	1	Each	\$10,500	5%	\$9,975
9	Added Charge for Installation of TXDOT Roadway Sign	1	Each	\$11,000	5%	\$10,450
10	Item C. Stone Based Vehicle Directional Sign, Complete and Installed					
11	Item D. Dual Pole Design Vehicle Directional Sign, Complete, FOB plant	1	Each	\$4,800	8%	\$4,416
12	Added Charge for Installation of TXDOT Roadway Sign	1	Each	\$19,515	5%	\$18,540
13	Item E. TXDOT Street Sign, Complete, FOB Plant	1	Each	\$9975	5%	\$9475
14	Item F. Pedestrian Directional Sign, Freestanding, Complete, FOB Plant	1	Each	\$3000	20%	\$2400
15	Item G. Pedestrian Directional Sign, Pole Mounted, Complete, FOB Plant					
		1	Each	\$9225	5%	\$8765
16	Item H. Parking Directional Sign, Pole Mounted, Complete, FOB Plant					
		1	Each	\$10,195	5%	\$9685
		1	Each	\$4,000	5%	\$3,800
		1	Each	\$685.25	5%	\$650

TAB – G Required Attachments

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

Compliance with the Solicitation

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

Compliance with the NCTCOG Standard Terms and Conditions

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

Acknowledgment of Insurance Requirements

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

Priority Signs and Graphics

Vendor Name

Curt Horak

Authorized Signature

Curtis Horak

Typed Name

10/24/2024

Date

ATTACHMENT II: CERTIFICATIONS OF OFFEROR

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

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

Priority Signs and Graphics

Vendor Name

Curt Horak

Authorized Signature

Curtis Horak

Typed Name

10/25/2024

Date

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

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

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

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

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

Priority Signs & Graphics

Vendor Name

Curt Horak

Authorized Signature

Curtis Horak

Typed Name

10/25/2024

Date

ATTACHMENT IV: RESTRICTIONS ON LOBBYING

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

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

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

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

(Continued on next page)

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

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

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

Priority Signs & Graphics

Vendor Name

Curt Horak

Authorized Signature

Curtis Horak

Typed Name

10/25/2024

Date

ATTACHMENT V: DRUG-FREE WORKPLACE CERTIFICATION

The Priority Signs & Graphics (company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premises of the Priority Signs & Graphics (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

Priority Signs & Graphics

Vendor Name

Curt Horak

Authorized Signature

Curtis Horak

Typed Name

10/25/2024

Date

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

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

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

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

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

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

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

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

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

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

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

Priority Signs & Graphics

Vendor Name

Curt Horak

Authorized Signature

Curtis Horak

Typed Name

10/25/2024

Date

ATTACHMENT VII: CERTIFICATION OF FAIR BUSINESS PRACTICES

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

Priority Signs & Graphics

Vendor Name

Curt Horak

Authorized Signature

Curtis Horak

Typed Name

10/25/2024

Date

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

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

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

Indicate the certification that applies to your corporation:

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

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

Type of Business (if not corporation):

☐ Sole Proprietor

☐ Partnership

☐ Other

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

Priority Signs & Graphics

Vendor Name

Curt Horak
Authorized Signature

Curtis Horak

Typed Name

10/25/2024
Date

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

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

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

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

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

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

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

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

Vendor to Sign Below to Attest to Validity of Certification:

Vendor Name

Authorized Signature

Typed Name

Date

NOT APPLICABLE

**ATTACHMENT X: NCTCOG FEDERAL AND STATE OF TEXAS
REQUIRED PROCUREMENT PROVISIONS**

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

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

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

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

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

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

Priority Signs & Graphics

Vendor Name

Curt Horak

Authorized Signature

Curt Horak

Typed Name

10/25/2024

Date

-OR-

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

Vendor Name

Authorized Signature

Typed Name

Date

(Continued on next page)

DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

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

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

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

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

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

Priority Signs & Graphics

Vendor Name

Curt Horak

Authorized Signature

Curt Horak

10/25/2024

Typed Name

Date

-OR-

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

Vendor Name

Authorized Signature

Typed Name

Date

(Continued on next page)
BOYCOTTING OF CERTAIN ENERGY COMPANIES

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

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

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

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

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

Priority Signs & Graphics

Vendor Name

Curt Horak

Authorized Signature

Curtis Horak

Typed Name

10/25/2024

Date

-OR-

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

Vendor Name

Authorized Signature

Typed Name

Date

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received _____	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. CJHorak Enterprises Inc. DBA: Priority Signs and Graphics </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center; margin-bottom: 5px;">Mona Hassan</div> <div style="text-align: center; font-size: small;">Name of Officer</div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <div style="margin-bottom: 10px;"> A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? <div style="display: flex; justify-content: center; gap: 20px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> </div> B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? <div style="display: flex; justify-content: center; gap: 20px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. <div style="text-align: center; margin-top: 10px;">Priority Signs and Graphics has no conflicts of interest with any officers within the City of Southlake</div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). </div>		
<div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> 7 <div style="text-align: center; margin-top: 10px;"> </div> <div style="text-align: center; font-size: small;">Signature of vendor doing business with the governmental entity</div> </div> <div style="width: 35%; text-align: center;"> <div style="margin-top: 10px;">10/25/2024</div> <div style="font-size: small;">Date</div> </div> </div> </div>		

EXHIBIT 3
SERVICE DESIGNATION AREAS

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

(Exhibit 3 continued on next page)

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

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

End of Exhibit 3