

TXShare

Your Public Sector Solutions Center

REQUEST FOR PROPOSALS
For
Cool Pavement Material & Application Services
RFP # 2024-098

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

Legal Name of Proposing Firm

Contact Person for This Proposal

Title

Contact Person Telephone Number

Contact Person E-Mail Address

Street Address of Principal Place of Business

City/State

Zip

Mailing Address of Principal Place of Business

City/State

Zip

Point of Contact for Contract Negotiations

Title

Point of Contact Telephone Number

Point of Contact Person E-Mail Address

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

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

(Cover Sheet)

SECTION 1: OVERVIEW

1.0 PURPOSE

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

The desired service categories are as listed below:

Service Category #1: Streetbond Durashield Pavement Coating – Material Only

Service Category #2: Streetbond Durashield Pavement Coating – Material & Application

Service Category #3: Pave Tech – Pollution-Remediating Polymerized Maltene Asphalt Rejuvenator – Material Only

Service Category #4: Pave Tech – Pollution-Remediating Polymerized Maltene Asphalt Rejuvenator – Material & Application

Service Category #5: Seal Master Solarpave Sealcoat – Material Only

Service Category #6: Seal Master Solarpave Sealcoat – Material & Application

Service Category #7: Cool Seal by Guardtop Solar Reflective Asphalt Based Sealcoat – Material Only

Service Category #8: Cool Seal by Guardtop Solar Reflective Asphalt Based Sealcoat – Material & Application

Service Category #9: Other Ancillary Material or Services

1.0.1 Definitions:

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

1.0.2 Outcome

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

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

SECTION 2: TXSHARE COOPERATIVE PURCHASING PROGRAM

2.0 BENEFITS OF A COOPERATIVE PURCHASING PROGRAM

2.0.1 How Does a Cooperative Purchasing Program Work?

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

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

2.0.2 How Does a Government Entity Benefit?

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

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

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

2.0.2 How Does A Vendor Benefit?

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

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

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

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

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

2.0.3 Mutual Benefits

Performing a competitive bidding process typically takes often in excess of 90 days to create the RFP solicitation, collect and evaluate proposals, then negotiate and award the contract. Reducing the amount of time that purchasing staff spend managing new solicitations and generating new contracts, especially for goods or services that don’t require too much customization, saves months of administrative time and effort. Reducing the need to respond to every bid process and market directly to the customer saves time and money as well as is an “ace in the hole” for a vendor when closing the sale on its goods or services covered

by a cooperative contract. Smaller governments customers can achieve price-saving advantages from purchasing off a cooperative program with greater purchasing power.

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

2.1 NCTCOG OVERVIEW

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

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

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

2.2 TXSHARE PROGRAM EXPLANATION

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

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

2.3 CONTRACT MANAGEMENT AND REPORTING

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

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

2.4 ADMINISTRATIVE FEE

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

2.4 INTERLOCAL AGREEMENT

Governmental entities are extended the opportunity to purchase from contracts awarded by the NCTCOG TXShare purchasing cooperative by virtue of an interlocal agreement between the entity and NCTCOG. However, all parties understand, and all parties hereby expressly agree, that the NCTCOG is not an agent of, partner to or representative

of those government entities and that NCTCOG is not obligated or liable for any action or debts that arise out of the government customer's purchase.

SECTION 3: GENERAL INFORMATION

3.0 CONTRACT INTENT

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

3.1 ADMINISTRATIVE GUIDANCE

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

3.2 ADDENDA

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

3.3 SOLICITATION SCHEDULE

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

The anticipated schedule is as follows:

RFP Issued	July 11, 2024	
Pre-Proposal Conference	July 19, 2024	10:00 AM CT
Inquiry Period Ends	July 28, 2024	5:00 PM CT
Proposal Due Date	August 2, 2024	2:00 PM CT
Planned Contract Award	September 2024	

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

3.4 PRE-PROPOSAL CONFERENCE

There will be a non-mandatory pre-proposal conference at 10 AM on **July 19, 2024**, via Microsoft Teams. The invitation is as follows:

[Join the meeting now](#)

Meeting ID: 279 614 797 631

Passcode: fe3k2L

Dial in by phone

[+1 903-508-4574,,493531749#](#) United States, Tyler

[Find a local number](#)

Phone conference ID: 493 531 749#

3.5 **QUESTIONS AND REQUESTS FOR CLARIFICATION (INQUIRY)**

Questions arising subsequent to the issuance of this solicitation will be received until 5:00 PM CT on **July 25, 2024**, and must be submitted electronically to www.publicpurchase.com. Questions received after this time may not be answered in sufficient time to benefit the vendor in preparing a proposal. General questions about the process may be answered directly to the inquirer. Any questions of a material nature that require clarification of, or additional information added to, the solicitation will be published via addenda posted to the Public Purchase website and available for viewing of all registered participants.

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

3.6 **PROPOSAL SUBMISSION**

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

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

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

3.7 **PUBLIC OPENING**

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

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

The opening will be on Microsoft Teams as follows:

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 249 882 815 902

Passcode: zFLGWo

Dial in by phone

[+1 903-508-4574,,994664903#](#) United States, Tyler

[Find a local number](#)

SECTION 4: SPECIFICATIONS

4.0 SCOPE OF WORK

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

Service Category #1: Streetbond Durashield Pavement Coating – Material Only

Service Category #2: Streetbond Durashield Pavement Coating – Material & Application

Service Category #3: Pave Tech – Pollution-Remediating Polymerized Maltene Asphalt Rejuvenator – Material Only

Service Category #4: Pave Tech – Pollution-Remediating Polymerized Maltene Asphalt Rejuvenator – Material & Application

Service Category #5: Seal Master Solarpave Sealcoat – Material Only

Service Category #6: Seal Master Solarpave Sealcoat – Material & Application

Service Category #7: Cool Seal by Guardtop Solar Reflective Asphalt Based Sealcoat – Material Only

Service Category #8: Cool Seal by Guardtop Solar Reflective Asphalt Based Sealcoat – Material & Application

Service Category #9: Other Ancillary Material or Services

4.0.1 Special Conditions and Specifications

4.0.1.1 **Purpose**: It is the intent of the following specifications to describe requirements for road materials for use in road/parking surface maintenance. Materials must meet or exceed the standards set forth in the referenced specification, where applicable, or as described elsewhere herein. Each category may be offered as material only for Customers that choose to self-apply, or as material and application by the contractor.

4.0.1.2 **Price Reduction**: If during the life of the contract, the Contractor's net prices to its customers for the same product(s) and/or services are reduced below the contracted price, it is understood and agreed that TXShare cooperative Customers shall receive such price reduction.

4.0.1.3 **Price Redetermination**: The bidder is to submit a percent discount off list price that will be the contracted rate. A percent discount re-determination may be offered by the vendor for consideration no more frequently than every twelve months.

The Contractor has the sole responsibility to request, via written request form, an adjusted discount rate and shall provide a copy of the index and other supporting documentation necessary to support the redetermination of the request. The Contractor will be notified in writing upon approval of the request.

4.0.1.4 **Pickup/Delivery Time**: If the Customer is ordering only material; Customer will either pick up the ordering entity or delivered have it delivered to various job site locations. Contractor shall advise Customer when material shall be available for pickup after notification from the ordering entity. The Contractor should notify the Customer at the time product is ordered of the scheduled delivery or pickup time.

The location for delivery will be provided by the Customer at the time of order. Any additional

fees associated with the delivery of material shall be stated on the BID PRICE WORKSHEET included in this solicitation. The Customer reserves the right to change the delivery times as needed in the best interest of the Customer.

Any Customer who has an Interlocal Agreement with NCTCOG and wishes to utilize the awarded contract may do so. The Customer will contact the Contractor directly and Contractor will bill the entity for their usage.

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

4.0.1.6 Testing: Testing of material may be performed at the request of the Customer, by an agent so designated by the Customer, without expense to Customer.

4.0.1.7 Samples/Demos: When requested, samples shall be furnished free of expense to the Customer at no expense.

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

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

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

4.0.1.10 Payment for the material specified herein will be made with the price discounts specified in the BID PRICE WORKSHEET. Invoices must be fully documented as to labor and materials provided and must reference the Customer Purchase Order number to be processed. No payments will be made on invoices not listing the proper Purchase Order number and not having a legible signature of the Customer receiving party on all deliveries and/or pick up tickets being invoiced.

4.1 OTHER REQUIREMENTS

4.1.1 Objectives.

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

4.1.2 Service Area.

In preparing a proposal, you will designate what geographic region(s) will be served. You will specify these on the service area designation forms included with their proposal. A vendor does not have to propose to service the entire State of Texas, nor must propose to service all fifty (50) states, to be considered for an award of a TXShare contract. However, make sure you clearly designate what locations you will serve.

Service area designation forms are found in **Exhibit 3**.

4.1.3 Service Category Offer.

Using the BID PRICE WORKSHEET, you will select the Categories you are proposing by completing the information for the applicable Categories. Your proposal will be evaluated only for the services it proposes.

4.2 CONTRACT TYPE

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

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

4.3 CONTRACT TERM

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

4.4 WARRANTY/GUARANTEE

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

4.5 DELETED

4.6 QUALITY

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

4.6.1 Safety Requirements.

All items proposed must comply with current applicable safety or regulatory standards or codes.

4.6.2 Deviation from Industry Standard.

Deviations from industry standards must be identified with an explanation of how the equipment, goods, and services will provide equivalent function, coverage, performance, and/or related services.

4.7 NEW GOODS AND SERVICES

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

4.8 ALL OR NOTHING AWARD

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

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

4.9 PRICING

When preparing your proposal, you are to offer a percent discount off of list price for each item you wish to provide. You are to state "No Bid" for any Categories or category items you will not offer. NCTCOG will consider Categories individually and may make awards on each Category independently. NCTCOG reserves the right to select the proposal or proposals offering the most advantageous combination, with discount and other evaluation criteria

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

4.9.1 Category Discount: Offerors are requested to submit a proposal that identifies the categories and items within each category you wish to offer. A minimum percentage discount is to be stated for each Category or item on the BID PRICE WORKSHEET. This is commonly referred to as “discount pricing”. You may be creative in the percentage tier discounts to the extent deemed appropriate.

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

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

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

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

4.9.2 General Proposal Information

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

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

- For example, if you propose a discount off list, then your current list price card for the items proposed must be made available to the customer so that the customer can calculate the contract price. Such would mean if you were proposing “10% discount off list price of tables”, then you must provide on your quote the current list price for tables offered under the contract.

4.9.3 Exhibit 1 Categories Offered – All bidders must complete the BID PRICE WORKSHEET that accompanies Exhibit 1 and indicate which categories they are offering in their proposal. In addition, the bidder is required to provide a current price list with Exhibit 1. If you are offering an “Other Ancillary Good or Service”, you must list those goods and services under this Category in order for the goods or services to be considered for award. Failure to clearly complete the required information may result in disqualification of the proposal.

4.9.4 Market Basket - For Evaluation Purposes Only.

You are asked to fill out and return with your proposal a copy of the *Sample Market Basket Pricing Form*, included as Exhibit 2 in this RFP package. This item is used to score the proposal for the Proposal Pricing criterion.

Note that not all RFPs will have a Market Basket Exhibit included.

4.9.5 Sales Tax & Freight.

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

SECTION 5: EVALUATION AND AWARD

5.0 TIME FOR EVALUATION

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

5.1 EVALUATION PROCESS

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

First, all nonresponsive proposals (those not conforming to the solicitation requirements) will be eliminated. A proposal review committee will be assembled to perform the evaluations of the remaining responsive proposals. In the initial phase of the evaluation process, the evaluation committee will review all responsive proposals received. You bear sole responsibility for submitting all requested information in the proposal. NCTCOG reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions, and/or specifications of this solicitation.

5.2 BAFO AND CLARIFICATION REQUESTS

Once proposals have been submitted, the evaluation committee reviews the proposals and determines which of those are determined to be reasonably qualified for award. Those so determined will be evaluated and scored.

Discussions may be conducted with Offerors who submit proposals that are determined to be reasonably qualified for the award of the contract. To obtain the best and final offers ("BAFO") for those reasonably qualified, revisions may be permitted after submission of the proposals and before the final decision is made to award a contract.

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

5.3 ORAL PRESENTATIONS

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

5.4 AWARD OF THE CONTRACT

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

5.5 PROPOSAL EVALUATION CRITERIA

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

Criteria Factors	Proposal Section	Description	Points
Capacity To Deliver	Tab A	Points will be awarded for response to this section.	45
Proposal Pricing	Tab B	Points will be awarded based upon responses to Tab E.	50
HUB Status	Attachment IX	Additional score will be awarded in this section to Historically Underutilized Businesses Enterprises (HUB).	5

SECTION 6: GENERAL TERMS AND CONDITIONS

6.0 SALES TAX

NCTCOG is 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.

6.1 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.

Proposers shall certify its compliance with these requirements as part of their proposal response by completing the certifications included with the RFP document "Attachments" section. Failure to submit the required certification statement may be grounds for finding the proposal nonresponsive.

6.2 CONDITIONS

- 6.2.1 A response to this solicitation does not commit NCTCOG to a purchase contract, or to pay any costs incurred in the preparation of such response.
- 6.2.2 Unless you specify in the proposal, NCTCOG may award the contract for any goods or services or group of goods or services in the solicitation and may increase or decrease the quantity specified.
- 6.2.3 NCTCOG reserves the right to hold and accept any proposals received by the submission deadline for a period of ninety (90) days after the deadline if a determination has not been made for an award.
- 6.2.4 NCTCOG reserves the right to negotiate the final terms of any and all purchase contracts with Offeror(s) selected and such contracts negotiated as a result of this solicitation may be re-negotiated and/or amended in order to successfully meet the customer needs.
- 6.2.5 NCTCOG reserves the right to waive any defect in this procurement process or to make changes to this solicitation, as it deems necessary. NCTCOG will provide notifications of such changes to all Vendors recorded in the official record having downloaded the solicitation from Public Purchase.
- 6.2.6 NCTCOG reserves the right to contact any individual, agencies, or employers listed in a submission, to contact others who may have experience and/or knowledge of your relevant performance and/or qualifications; and to request additional information from any or all Offerors.

- 6.2.7 NCTCOG reserves the right to conduct a review of records, systems, procedures, etc., of any entity selected for funding. This may occur prior to, or after, the award of a purchase contract. Misrepresentation of your ability to perform as stated in the qualification submittals may result in cancellation of the purchase contract award.
- 6.2.8 NCTCOG reserves the right to withdraw or reduce the amount of an award, or to cancel any contract resulting from this procurement if adequate funding is not available.
- 6.2.9 You shall not, under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of NCTCOG for the purpose of, or having the effect of, influencing favorable disposition toward their own submission or any other submitted hereunder.
- 6.2.10 No employee, officer, or agent of NCTCOG shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, exists.
- 6.2.11 You shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause your proposal to be rejected. This does not preclude joint ventures or subcontracts.
- 6.2.12 All proposals submitted must be an original work product of yours. The copying, paraphrasing, or other use of substantial portions of the work product of others and submitted hereunder, as original work of the Offeror is not permitted. Failure to adhere to this instruction may cause the proposal submission(s) to be rejected.
- 6.2.13 The only purpose of this solicitation is to ensure uniform information in the selection of proposals and procurement of services. This solicitation is not to be construed as a purchase contract, or as a commitment of any kind, nor does it commit NCTCOG to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by NCTCOG.
- 6.2.14 The contents of a successful proposal submission may become a contractual obligation, if selected for award of a contract. Failure of the Offeror to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to the successful vendor as a basis for release of proposed services at stated price/cost. Any damages accruing to NCTCOG as a result of the Offeror's failure to contract may be recovered from the Offeror.
- 6.2.15 A contract with the selected Offeror may be withheld at the sole discretion of NCTCOG if issues of contract compliance or questioned/disallowed costs exist, until such issues are satisfactorily resolved. Award of contract may be withdrawn by NCTCOG if resolution is not satisfactory to NCTCOG.
- 6.2.16 NCTCOG is the responsible authority for handling complaints or protests regarding the selection process. This includes, but is not limited to, disputes, claims, protest of award, source evaluation or other matters of a contractual nature. You 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 process 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.
- 6.2.17 NCTCOG reserves the right to accept or reject any and/or all submissions or to cancel this notice at any time.

6.3 HOUSE BILL 89 CERTIFICATION

If you are required to make a certification pursuant to Section 2270.002 of the Texas Government Code, you certify that you do not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If you do not make that certification, you must indicate that in its proposal and state why the certification is not required.

6.4 INSURANCE REQUIREMENTS

At all times during the term of any awarded contract, Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in writing between contractor and participating entities. Further, Contractor shall require all contractors and sub-contractors performing work for which the same liabilities may apply under the contract 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. Coverage shall be endorsed to the Customer as a Named Additional Insured, with the exceptions of Workers Compensation and Professional Liability Insurance. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

Requirements are as follows:

- Workers' Compensation: Statutory limits and employer's liability of \$100,000 for each accident or disease.
- Commercial General Liability:
Required Limits:
 - \$1,000,000 per occurrence;
 - \$3,000,000 Annual Aggregate
- Commercial General Liability policy shall include:
 - Coverage A: Bodily injury and property damage;
 - Coverage B: Personal and Advertising Injury liability;
 - Coverage C: Medical Payments;
 - Products: Completed Operations;
 - Fire Legal Liability;

Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance.
- Business Auto Liability: Coverage shall be provided for all owned hired, and non-owned vehicles. Required Limit: \$1,000,000 combined single limit each accident.
- Professional Errors and Omissions liability:
Required Limits:
 - \$1,000,000 Each Claim
 - \$1,000,000 Annual Aggregate

6.5 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 the contract; (ii) breach of any obligation, warranty, or representation in the contract, (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 gross negligence or willful misconduct.

6.6 FORCE MAJEURE

It is expressly understood and agreed by both parties that, if the performance of any provision of a contract resulting from this procurement 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 the contract 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.

6.7 FORM 1295

The Texas Legislature has adopted House Bill 1295. In summary, the law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to our agency prior to the award of certain contracts. The disclosure of interested parties must be completed electronically and submitted through the Texas Ethics Commission website. If the requirement applies to the contract resulting from this RFP, NCTCOG will notify the vendor that the disclosure is required and will provide a specific contract number for inclusion in the submittal. For more information about the process, please visit the following website: https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html.

6.8 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.

6.9 DAVIS-BACON ACT

Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.

6.10 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.

6.11 RIGHTS TO INVENTION MADE UNDER CONTRACT OR AGREEMENT

Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.

6.12 CLEAN AIR ACT, FEDERAL WATER POLLUTION CONTROL ACT, AND ENERGY POLICY CONSERVATION ACT

Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.

6.13 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

6.14 PROCUREMENT OF RECOVERED MATERIALS

Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.

6.15 RESTRICTIONS ON LOBBYING

Contractor is prohibited from using monies for lobbying purposes; Contractor shall comply with the special provision “Restrictions on Lobbying,” which is included as Attachment V of the RFP. Contractor shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.

6.16 DRUG-FREE WORKPLACE

Contractor shall provide a drug free workplace in compliance with the Drug Free Workplace Act of 1988.

6.17 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.

6.18 CIVIL RIGHTS COMPLIANCE

6.18.1 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.

6.18.2 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.

6.18.3 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.

6.18.4 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.

6.18.5 Sanctions for Noncompliance

In the event of contractor’s noncompliance with the nondiscrimination provisions of the agreement, contractor will impose such sanctions as it the State or the FHWA may determine to be appropriate, including, but not limited to: withholding of payments to the contractor under the agreement until the Contractor compiles and/or cancelling, terminating or suspension of the agreement, in whole or in part.

6.18.6 Incorporation of Provisions

Contractor will include the provisions of the paragraphs listed above, in this section 9.13, 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 the 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 such litigation to protect the interests of the State. In addition, contractor may request the United States to enter such litigation to protect the interests of the United States.

6.18 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.*

6.19 PERTINENT NON-DISCRIMINATION AUTHORITIES

During the performance of the 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.).

6.20 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

6.21 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.

SECTION 7: HOW TO SUBMIT YOUR PROPOSAL

7.0 INSTRUCTIONS FOR OFFERORS

Your proposal should be comprised of the sections described below. Failure to include or address the items listed will impact the evaluation score of your proposal, up to, and including, disqualification.

Important Note: Your entire proposal must consist of the cover sheet, your responses to Tabs A-D, Exhibits 1-3 (as provided), and the completed Attachments I-XI per the following:

- **COVER SHEET.** The cover to your proposal will consist of the completed page 1 of this solicitation document.

- **TAB A - CAPACITY TO DELIVER**
 - Describe and clearly indicate any exceptions to the specifications, options or alternatives being proposed. You should also indicate any major requirements that cannot be met.
 - Describe your firm’s capabilities to deliver the products offered in a timely fashion.
 - 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.
 - 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.
 - Please provide a description of how your firm intends to interact with the Customer while providing services.
 - Describe your invoicing process. Payment terms? Is payment by credit card accepted? Is a deposit required?
 - Designate and provide names of specific contact person(s) for the following phases: (1) proposal evaluation process (2) contracting process (3) primary point of contact for receiving orders from participating agencies.
 - Include a list of no more than five (5) similar contracts awarded within the last 5 years. These same five projects should be used as your references in Tab C.
 - Identify any contracts within the past three years that were terminated due to non-performance.

NOTE: Any confidential/proprietary information must be clearly labeled as “confidential or proprietary”.

- **TAB B - PROPOSAL PRICING**

Under this Tab, you are to furnish the discount percentage that will apply to the list price of all offered goods & services, using the BID PRICE WORKSHEET. The pricing shall be based on a percentage discount for each item you are bidding on. In addition, you are to provide in a separate document your current published unit pricing for the products you intend to provide. Attach this as Exhibit 1. Due to constant price changes, unit pricing is not a contractual obligation, but you will provide an updated price list as yours changes over time. However, the awarded vendor will only be obligated to honor the percentage discount. When preparing a quote for a Customer, you are expected to show your current published unit price, contracted percentage discount, and the net price for the item. The intent of your providing a current price list is for the Customer to calculate their actual cost by applying the contracted percent discount to your published unit pricing.

Please make sure that your price quote itemizes all applicable costs for the items, including but not limited to:

- Material
- Labor (if applicable)
- Crew Travel & Transportation (if applicable)

- Fuel Surcharge
- Loading Fee
- Any Other Billable Fees

NOTE: The final negotiated pricing will be incorporated into the Master Services Agreement with the awarded vendor(s). The information provided in Tab B will be publicly available and may not be marked as proprietary or confidential.

- **TAB C - REFERENCES**

Include a list of five (5) references for relevant contracts awarded within the last five years, preferably from a government customer. Include customer name, point of contact, address, phone number, and email address. NCTCOG may contact references provided regarding the firm's past performance.

NOTE: Any confidential/proprietary information must be clearly labeled as "confidential or proprietary".

- **TAB D - REQUIRED ATTACHMENTS**

Please include ALL ATTACHMENTS (I-XI) and required EXHIBITS 1-3 (included at the back of this RFP document) completed and signed as applicable. All attachments must be submitted with the proposal, or the proposal may be disqualified as nonresponsive. IF AN ATTACHMENT DOES NOT APPLY, PLEASE MARK AS "NOT APPLICABLE" AND SUBMIT WITH THE PROPOSAL.

NOTE: Any confidential/proprietary information must be clearly labeled as "confidential or proprietary".



Phoenix Gray
CoolSeal by GuardTop® RTU
Ready to Use, Solar Reflective
Asphalt Based Sealcoat

Revised May 2023

GuardTop's commitment to sustainability has guided the development of CoolSeal by GuardTop®. CoolSeal an ultra-high-performance, water-based, asphalt emulsion sealcoat designed to achieve lower asphalt pavement surface temperatures. CoolSeal is applied like conventional sealcoats to asphalt surfaces to protect and maintain the quality and longevity of the pavement. While most cool pavements on the market are polymer based, CoolSeal is a water-based, asphalt emulsion. Perfect for residential roads, parking lots and LEED-eligible building projects.

Specifications	Minimum	Maximum	Test Method
Typical Density-lbs./gal	9.5	12	ASTM D 2939.07
Nonvolatile Components by Weight	50%	70%	ASTM D 2939.08
Asphalt Content by Weight	10%	50%	ASTM D 2939.21
Fine Aggregate Content by Weight	32%	50%	GuardTop Report
Polymer Content by Weight	1.8%	50%	GuardTop Report
VOC Content by Volume	0%	3%	ASTM D 244-89
	Requirements	Results	
Solar Reflective Index (SRI)	> 33	Passes/Excellent	ASTM E 1980 ASTM E 903
Solar Reflectance (SR)	> 0.33	Passes/Excellent	ASTM C1549
Accelerated Weathering (2 yrs)	No Material Deterioration After Exposure	Passes/Excellent	Federal Spec TT-C-555B
Resistance to Wind Driven Rain (98mph)	No Leaks or Weight Gain	Passes/Excellent	Federal Spec TT-C-555B
Ultraviolet Resistance (12 yrs.)	No Cracking, Peeling, Chipping, or Flaking	Passes/Excellent	GuardTop Report
Color as Received	Gray, unless tinted per customer	Pass	GuardTop Report
Cured Film	Gray, unless tinted per customer	Pass	GuardTop Report
Material Uniformity	Uniform	Pass	ASTM D 2939.05
Flashpoint	> 450°F	Pass	ASTM D 2939.12
Softening point	> 210°F	Pass	ASTM D 36
Drying Time, firm set	Within 8 Hours	Pass	ASTM D 2939.13
Resistance to Heat	No Sagging or Slipping	Pass/None	ASTM D 2939.14
Resistance to Water	No Cracking	Pass	ASTM D 2939.15
Flexibility	Pass	Pass	ASTM D 2939.16 (1)
Direct Flame Test	No continued combustion or slippage and run-down	Pass/None	ASTM D 2939.20
Wet Film Continuity	Uniform consistency	Pass	ASTM D 2939.22
Wet Flow	Uniformly homogenous	Report appearance and flow value	ASTM D 2939.19 (2)
Wet Track Abrasion (1 hr.)	< 20 g / sqft loss	Pass	ASTM 3910
Wet Track Abrasion (6 day)	Report	Report	ASTM 3910

(1) Flexibility test (ASTM D 2939.16) performed at 23° C.

(2) Wet flow test (ASTM D 2939.19) performed at an angle 10° above horizontal. Report visual appearance and consistency, looking for any contamination or deleterious material. Record and report flow, past the reference line.

Specifications for base asphalt	Minimum	Maximum	Test Method
Flashpoint	> 450° F	Pass	ASTM D 92
Softening Point	> 140° F	Pass	ASTM D 36

This product meets and exceeds the California Greenbook (2000) 203-9 specification (except dried film color)



**Phoenix Gray
CoolSeal by GuardTop® RTU
Ready to Use, Solar Reflective
Asphalt Based Sealcoat**

Revised May 2023

Surface Preparation

1. Clean and fill all cracks 1/4" and larger with crack filler. Larger cracks may require several applications. For best results, it is recommended that all broken asphalt be removed and patched with new asphalt. It is also suggested that extreme low spots be filled with new asphalt. **New and replaced asphalt should cure for at least 180 days before application of CoolSeal by GuardTop.**
2. Sealcoats will not adhere to surfaces with excessive oil and grease. For a quality application, clean all oil and grease deposits with a degreasing solution using a stiff bristle broom or a power operated cleaner. Areas completely saturated are recommended to be removed and replaced with new asphalt. Then apply GuardTop Oil Seal to all oil and grease stained surfaces with a small broom insuring full coverage over the stain.
3. After all pavement repairs have been completed, the surface should be clean and free of all dirt, debris and loose graveled particles. Please note that dirt and loose debris will restrict the adherence of the sealcoat. To clean the surface, use a power broom, power blower and/or flush the surface with high pressure water.
4. It is recommended that the surface be sprayed with a mist of water in an amount that will leave the surface damp and free of standing water or puddles. The misting procedure is critical when the ambient temperature is hot and on bright sunny days or when the pavement is excessively aged and porous.
5. For excessively weathered surfaces, a primer or fog seal should be applied to the surface. The primer should consist of a 50/50 mixture of SS1-h and water. Apply the mixture to the surface by spray and let dry before applying GuardTop material.

Surface Compatibility

1. CoolSeal by GuardTop must be applied to asphalt pavement surfaces. CoolSeal is not formulated for concrete, composite pavement, thermoplastic, or polymeric surfaces.
2. Before applying other products such as road slurry over the top of existing CoolSeal you must ensure that there is sufficient void structure within the asphalt surface for proper adhesion. CoolSeal must be allowed to wear for 2-3 years after initial application for this to occur. For best results GuardTop recommends reapplying CoolSeal or any asphalt based sealcoat.

Application

1. CoolSeal by GuardTop® RTU material should not be further diluted with water. CoolSeal by GuardTop® RTU is specifically formulated to provide superior performance and consistency without the need for added water. Apply CoolSeal by GuardTop RTU using a truck mounted tank, wheeled container, or can. Spread in continuous parallel lines by means of rubber faced squeegees, brooms or spray technique. On excessively rough areas consult your manufacturer's representative.

It is required that two coats of CoolSeal by GuardTop be used during application to ensure a long lasting surface. One coat applications may not meet the performance specifications and are not covered by a manufacturers warranty.

2. CoolSeal by GuardTop RTU should be allowed to dry a minimum of 24 hours before heavy traffic is permitted. Please note that when asphalt is cold, in shade or the ambient temperature is below 75°F, drying time may need to be extended. CoolSeal by GuardTop RTU should not be applied in temperatures below 60°F and extra care should be taken in temperatures exceeding 105°F. Material should not be applied within 48 hours of forecasted rain, as rain may affect curing of asphalt sealcoat products.

Application Rates

The following table can be used as a guideline of CoolSeal by GuardTop RTU coverage. This table is based on two coat application of ready to use product. Please note that this is only a guideline and exact coverage depends upon both the condition of existing pavement and the surface condition desired after application.



**Phoenix Gray
CoolSeal by GuardTop® RTU
Ready to Use, Solar Reflective
Asphalt Based Sealcoat**

Revised May 2023

Surface	Gallons Per square foot	Gallons per square yard
Extremely smooth surface	0.020	0.180
Smooth dense surface	0.0235	0.225
Medium surface	0.030	0.270
Rough, aged surface	0.035	0.315
Excessively rough surface	Consult manufacturer's representative	

Caution

Do not store in extremely warm conditions. Keep from freezing.

Packaging: 5 gallon pails, 55 gallon drums, 250 gallon totes, and bulk

CoolSeal By GuardTop® is covered by U.S. Patent No. 10,435,561 B2 and other pending applications and foreign patents.

SPECIAL PROVISION
Item 238.3 Seal Master Solarpave Sealcoat

For this project, Item 238 “Rubberized Emulsion Aggregate Slurry with Polymer (REAS)” of the TxDOT Standard Specifications is hereby amended with respect to the clauses cited below, and no other clauses or requirements on the Item are waived or changed hereby.

Article 712.2. Materials. This paragraph is void and replaced with the following:
Furnish a applied, single component polymer/rubber modified asphalt material meeting the specifications of Seal Master Solarpave Sealcoat.

SOLARPAVE

SMT-336

REVISED 12/06/22

PRODUCT DESCRIPTION

SolarPave is a uniquely formulated, highly durable, acrylic polymer emulsion pavement coating manufactured with UV resistant, highly reflective light-colored mineral pigments. SolarPave is fortified with ant-slip aggregate for both vehicle and pedestrian safety.

A SolarPave coated surface will provide a LEED CREDIT SOLAR REFLECTIVE INDEX (SRI) of 33% minimum. SolarPave features Reflective Pavement Technology (RPT) that cools pavement surfaces, reducing Heat Island Effects. SolarPave provides an economic solution for lowering surface temperatures in urban and suburban communities.

SolarPave provides enhanced night time visibility due to the lighter pavement surface color.

USES

SolarPave is designed for coating asphalt roads, streets, parking lots, driveways, multi-purpose recreational and play surfaces, walkways, bike paths, and more. SolarPave is not recommended for concrete surfaces.

ASTM	TEST DESCRIPTION	RESULT
ASSHTO T-45-56	Percentage Nonvolatile Soluble in Trichloroethylene by Weight	20-35%
-	Material Type - Acrylic Polymer Emulsion	-
D2939-7	Weight Per Gallon	10-12 lbs.
D2939-8	Residue by Evaporation	50-60%
D870	Water Resistance of Coatings using Water Immersion	No Delamination
D6904	Resistance to Wind Driven Rain	No Delamination
Volatile Organic Compounds	Determination of Volatile Organic Compounds (VOC) in Coatings	< 50 grams per liter
E1980	Solar Reflective Index (SRI)	33 min.

ESTIMATING MATERIAL REQUIREMENTS

One gallon of SolarPave coating will cover approximately 7-9 square yards (63-81 square feet) per coat when properly mixed and applied. A minimum of two coats are recommended. For two coats, one gallon of SolarPave will cover approximately 3.5-4.5 square yards (31-40 square feet). Ultimate coverage rate will be dependent upon porosity of pavement (smooth versus rough) and application method (squeegee versus spray).

SURFACE PREPARATION

Surface must be clean and free from loose material and dirt. Cracks should be filled with suitable crack filler (contact SealMaster Representative for recommendations).

MIXING PROCEDURES

SolarPave is a ready to use product. If required, a small

amount of water may be added to facilitate application of material.

APPLICATION EQUIPMENT

SolarPave can be applied by spray equipment (capable of spraying coatings with sand), squeegee machines, hand squeegees or brushes.

APPLICATION PROCEDURES

Apply a minimum of two coats to properly cleaned surface. Allow first coat to dry completely before applying second coat. Additional coats may be applied for added durability if desired. Allow final coat of SolarPave to dry a minimum of 24 hours prior to opening to vehicle traffic.

APPLICATION CONDITIONS

Surface and ambient temperatures shall be 60°F and rising during application. Do not apply if temperatures are forecast to drop below 50°F in 24-hour period. Do not apply if rain is forecast within 24 hours of application.

WARRANTY AND DISCLAIMER

The statements made on this technical data sheet are believed to be true and accurate and are intended to provide a guide for approved application practices. As workmanship, weather, construction, condition of pavement, tools utilized, and other variables affecting results are all beyond our control, the manufacturer warrants only that the material conforms to product specifications and any liability to the buyer or user of this product is limited to the replacement value of the product only. The manufacturer expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.

SPECIAL PROVISION

~~Item 238.4~~ Item 238.4 Pave Tech – Pollution-Remediating Polymerized Maltene Asphalt Rejuvenator

For this project, Item 238 “Rubberized Emulsion Aggregate Slurry with Polymer (REAS)” of the TxDOT Standard Specifications is hereby amended with respect to the clauses cited below, and no other clauses or requirements on the Item are waived or changed hereby.

Article 712.2. Materials. This paragraph is void and replaced with the following:
Furnish a applied, single component polymer/rubber modified asphalt material meeting the specifications of Pave Tech – Pollution-Remediating Polymerized Maltene Asphalt Rejuvenator

SPECIFICATION – Pollution-Remediating Polymerized Maltene Asphalt Rejuvenator

1 Description: TiO₂ Enhanced Asphalt Rejuvenating Agent

The work specified in this section shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of a penetrating polymerized asphalt rejuvenating agent to asphaltic concrete surface courses. The asphalt binder rejuvenation shall be affected through the petroleum Maltene Replacement Technology method. In addition, and with the same penetrating carrier liquid, apply photocatalytic-grade Titanium Dioxide (TiO₂) to create a pollution reducing pavement surface. The rejuvenation of surface courses shall be by spray application of a polymerized maltene based cationic rejuvenating agent composed of petroleum oils and resins emulsified with water and containing photocatalytic titanium dioxide in a minimum parts per million at a minimum depth as hereafter specified.

All work shall be in accordance with the specifications, the applicable drawings, and subject to the contractual terms and conditions.

2 Materials and Performance: TiO₂ Enhanced Asphalt Rejuvenating Agent

The TiO₂ Enhanced Asphalt Rejuvenating Agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit a bid with a certified statement from the TiO₂ enhanced asphalt rejuvenating agent manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements:

Table 1 Test of Emulsion and on Residue

	Test Methods		Requirements	
	ASTM	AASHTO	Min	Max
Tests on Emulsion				
Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, %W ¹	D-244(Mod.)	T-59(Mod)	60	65
Miscibility Test ²	D-244(Mod.)	T-59(Mod)	No Coagulation	
Sieve Test, %W ³	D-244(Mod.)	T-59(Mod)		0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance ⁴				30
Tests on Residue from Distillation:				
Flash Point, COC, °C	D-92	T-48	196	
Viscosity @ 60°C, cSt	D-445	-	100	200
Asphaltenes, %w	D-2006-70	-		1.00
Maltene Dist. Ratio ⁵	D-2006-70	-	0.3	0.6
PC/S Ratio ⁵	D-2006-70	-	0.5	
Saturated Hydrocarbons, S ⁵	D-2006-70	-	21	28

¹ ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50-gram sample to 149°C (300°F) until foaming ceases, then cool immediately and calculate results.

² Test procedure identical with ASTM D-244-60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

³ Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two percent sodium oleate solution.

- ⁴ Procedure for Determining Percent Light Transmittance on Asphalt Rejuvenating Agent:
- a. Scope: This procedure covers the determination of percent light transmittance of the asphalt rejuvenating agent.
 - b. Apparatus:
 1. Container may be glass, plastic or metal having a capacity of 6,000 ml.
 2. Graduated cylinder, 1,000 ml, or greater
 3. Light transmittance measuring apparatus, such as Bausch and Lomb or Lumberton spectrophotometer
 4. Graduated pipette having 1 ml capacity to 0.01 ml accuracy
 5. Suction bulb for use with pipette
 6. Test tubes compatible with spectrophotometer, 3/4" X 6, Bausch and Lomb, Catalog No. 33-17- 81, (B&L)
 - c. Calibration of spectrophotometer:
 1. Calibrate spectrophotometer as follows:
 - a. Set wavelength at 580 mu,
 - b. Allow spectrophotometer to warm-up thirty minutes,
 - c. Zero percent light transmittance (%LT) scale,
 - d. Rinse test tube three times with tap water and fill to top of circle marking on B&L test tube or approximately 2/3 full,
 - e. Place tube in spectrophotometer and set %LT scale at 100, and,
 - f. Repeat steps (c) (e) two times or until no further adjustments necessary.
 - d. Procedure:
 1. Shake, stir or otherwise thoroughly mix emulsion to be tested. Place sample of emulsion in beaker and allow to stand one minute.
 2. Place 2,000 ml tap water in container.
 3. Suck 1.00 ml emulsion into pipette using suction bulb. Wipe off outside of pipette.
 4. Using suction bulb, blow emulsion into container.
 5. Rinse pipette by sucking in diluted emulsion solution and blowing out.
 6. Clean pipette with soap or solvent and water. Rinse with acetone.
 7. Stir diluted emulsion thoroughly.
 8. Rinse out tube to be used with the diluted emulsion three times and fill to top of circle.
 9. Calibrate spectrophotometer.
 10. Place diluted emulsion sample tube in spectrophotometer, cover and read %LT to nearest tenth.
 11. Repeat steps 9 and 10 until three identical consecutive readings are achieved.
 12. The elapsed time between addition of emulsion to dilution of water and final %LT reading should not exceed 5 minutes.

⁵ Chemical Composition by ASTM Method D-2006-70 -- (Free) Maltene Distribution Ratio (MDR) can be defined as:

$$\frac{PC + A_1}{S + A_2}$$

Where:

PC = Polar Compounds A₁ = First Acidaffins
A₂ = Second Acidaffins S = Saturated Hydrocarbons

3 Maltene Replacement (“Rejuvenation”) Test

The TiO₂ Enhanced Asphalt Rejuvenating Agent shall have the capability to penetrate the asphalt pavement surface and shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the TiO₂ Enhanced Asphalt Rejuvenating Agent into the asphalt binder has been effected shall be by the petroleum maltene fraction replacement method and analysis of the chemical properties of said asphalt binder therein i.e., viscosity shall be reduced by said method.

For pavements receiving the first or original application of TiO₂ Enhanced Asphalt Rejuvenating Agent, the viscosity shall be reduced by a minimum of thirty (30%) percent as determined by the dynamic shear rheometer (DSR) method for asphalt testing in accord with AASHTO T315-05. For treatments of pavements after an initial treatment with a petroleum maltene asphalt rejuvenator, the viscosity shall be reduced by petroleum maltene replacement method a minimum of twenty percent (20%) in accord with same. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper 3/8” of pavement. In addition, the treated areas shall be sealed in-depth to the intrusion of air and water.

The TiO₂ Enhanced Asphalt Rejuvenating Agent shall have a record of at least two years of satisfactory service as a TiO₂ enhanced petroleum maltene based emulsion asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity of the asphalt binder by the petroleum maltene replacement method and provide an in-depth seal. A.R.A.-1 Ti[®], a Pavement Technology, Inc. product manufactured by D&D Emulsions, Inc., Mansfield, Ohio, is a product of know quality and accepted performance.

The bidder must submit with his bid the manufacturer's certification that the material proposed for use is following the specification requirements. The bidder must submit with his bid previous use documentation and test data conclusively demonstrating that; the TiO₂ Enhanced Asphalt Rejuvenating Agent has been used successfully for a period of two years by government agencies such as state, county and municipal governments or “SCMs”, etc.; and that the enhanced rejuvenating agent has been proven to perform, as heretofore required, through field testing by government agencies as to the required change in asphalt binder viscosity. Testing data shall be submitted indicating such product performance on a sufficient number of projects to insure product consistency. In addition, field testing data shall be submitted to indicate said product performance over a testing period of two years to insure reasonable life expectancy.

The Engineer will require that untreated and treated core samples, a minimum of four inches (4”) in diameter, be removed by the Contractor at locations indicated by the Engineer. The treated core sample shall be taken in the same lane in close proximity to each untreated sample. A minimum of one untreated and treated core sample shall be taken for each pavement group or one per 50,000 square yards of treated pavement in each pavement group.

4 Photocatalytic Properties Testing

4.1 TiO₂ Penetration Test: The TiO₂ Enhanced Asphalt Rejuvenating Agent shall have a non-destructive analytical procedure applied to determine the percent of Titanium Dioxide

nanoparticles present in each two-millimeter (2mm) layer of the field core sample matrix for a minimum depth of six millimeters (6mm) from the top of the treated sample core. The method of measurement shall be by fluorescent X-ray emitted from the surface when excited by a principal X-ray source that is exceptional for the given element. A hand-held XRF analyzer may be accepted for this testing.

The minimum required concentration of Titanium Dioxide nanoparticles per each two-millimeter (2mm) section up to the minimum depth (6mm) shall be 2000 parts per million.

4.2 NO₂ Reduction Effectiveness: The TiO₂ Enhanced Asphalt Rejuvenating Agent shall be verified for the effectiveness of the air pollution remediation of the Titanium Dioxide nanoparticle portion of by laboratory analysis of core samples extracted from the treated pavement as directed and required by the Engineer. The cores shall be a minimum of four inches (4”) in diameter and in pairs at each location directed by the Engineer. The cores shall be tested by an accredited laboratory or university with the equipment and capability to perform the following test procedures.

4.3 NO₂ Reduction Test: A photo reactor test chamber shall be employed that allow for the evaluation of the efficient photocatalytic reduction of introduced NO_x gas of a known and controlled concentration within the chambers volume. The chamber light source shall be a UV lamp having a wavelength of 375 nanometers. The interior chamber environment shall be at 77°F with a constant humidity of 55% ±5%. The test total duration shall be five hours. The analysis test system shall be based on a Japanese Industrial Standard (JIS) TR Z0018 “Photocatalytic Materials-Air purification test procedure”. NO removal efficiency shall be measured using a Model 42i Chemiluminescence NO-NO₂-NO_x Analyzer (Thermo Fisher Scientific Inc.).

The minimum NO reduction following the heretofore outlined test procedure evaluating field core samples shall average 25% for all cores tested.

5 Equipment

5.1 Distributor: The distributor for spreading the emulsion shall be self-propelled and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.04 to 0.10 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5% of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

The rate of application shall be controlled by an onboard computer control system designed to uniformly and consistently control the selected application rate in gallons per square yard regardless of the forward speed of the distributor truck.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

5.2 Aggregate Cover Truck: The truck used for cover aggregate application shall be equipped with a spreader that allows the aggregate to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of cover aggregate per square yard in a single pass. The spreader shall be adjustable so as not to broadcast cover aggregate onto driveways or to lawns.

The cover aggregate to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet aggregate shall be rejected from the job site.

Any equipment that is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

5.3 Calibration: Distributor- prior to construction, calibrate the distributor in accordance with ASTM D2995-99 in the presence of the Engineer. The distributor shall be moving forward at the proper application speed at the time the spray bar is opened. If at any time a nozzle becomes clogged or not spraying a proper pattern, the operation shall be immediately halted until repairs are made.

Aggregate Spreader- prior to construction, calibrate the spreader in accordance with ASTM D5624-02, in the presence of the Engineer. The allowable deviation in the amount of manufactured cover aggregate on each of the rubber mats shall not exceed plus or minus 1 pound per square yard in the transverse direction, or plus or minus 1 pound per square yard in the longitudinal direction, from the design application rate.

6 Construction

6.1 Layout: The Contractor will be responsible for the lay out of the roadway and project planning and sequencing to meet traffic control requirements prior to paving.

6.2 Weather and Seasonal limitations: The TiO₂ Enhanced Asphalt Rejuvenating Agent shall not be applied to a wet surface or when rain is occurring, or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 40° in the shade. When applying emulsions, the temperature of the surface shall be a minimum of 45°F, and no more than 150°F.

If unexpected rain occurs prior to material penetration and sanding, the agent shall be reapplied at no cost to the agency. Further, the contractor's traffic control and project monitoring shall continue until the application has penetrated, area has been sanded and the resultant surface is not slippery or dangerous to vehicular travel.

6.3 Preparation of Surface: The contractor will be responsible for blowing or sweeping the road immediately ahead of the application operation to make sure the road is free of standing water, dirt, loose aggregate and other debris. The surface shall be clean and dry prior to the application.

6.4 Application of TiO₂ Enhanced Asphalt Rejuvenating Agent: The TiO₂ Enhanced Asphalt Rejuvenating Agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to ensure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

6.5 Material Placement of TiO₂ Enhanced Asphalt Rejuvenating Agent: Application of TiO₂ Enhanced Asphalt Rejuvenating Agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint of the pavement shall be treated in both application passes of the distributor truck.

Before spreading, the TiO₂ Enhanced Asphalt Rejuvenating Agent shall be blended with water at the rate of two parts rejuvenating agent to one-part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.04 to 0.10 gallons per square yard, or as approved by the Engineer following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the Engineer grants approval for additional applications. Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed. After the street has been treated, the area within one foot of the curb line on both sides of the road, when directed shall receive an additional uniformly applied treatment of the TiO₂ Enhanced Asphalt Rejuvenating Agent emulsion as directed by the engineer.

The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of TiO₂ Enhanced Asphalt Rejuvenating Agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

6.6 Test Strip for Application Rate: Prior to start of the project, the contractor shall perform test strip applications as directed by the engineer. Test strips shall be performed for each pavement group of similar age and type within the project area.

The test strips shall be applied at a minimum width of 6 feet and for a length of 50 feet. A total of three test strips shall be applied at application rates of 0.04, 0.08 and 0.10 gallons per square yard, respectively. The time, in minutes, for essentially complete absorption of the asphalt rejuvenating emulsion shall be recorded for each test strip. The optimal rate to be used in a given area shall be that rate essentially absorbed within 20 minutes.

In the event that all three of the standard test rates are absorbed completely within the 20-minute timeframe, then the Contractor and the Engineer shall agree on a fourth test strip application rate.

Upon completion of the test strips for each pavement group, the Engineer will determine the final application rate to be applied to each pavement group.

6.7 Aggregate Application: After the TiO₂ Enhanced Asphalt Rejuvenating Agent emulsion has penetrated, and when recommended by the Contractor and approved by the Engineer, a coating of dry aggregate shall be applied to the surface in sufficient amount to protect the traveling public as required.

All aggregate used during the treatment must be removed no later than 24 hours after treatment of a roadway. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating emulsion.

If, after the aggregate is swept and in the opinion of the Engineer a hazardous condition exists on the roadway, the contractor must apply additional aggregate and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of materials.

6.8 Handling of TiO₂ Enhanced Asphalt Rejuvenating Agent: Contents in tank cars or storage tanks shall be circulated at least 45 minutes before withdrawing any material for application. When loading the distributor, the TiO₂ Enhanced Asphalt Rejuvenating Agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor that shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

6.9 Street Sweeping: The Contractor shall be responsible for sweeping and cleaning of the streets after treatment. All aggregate used during the treatment must be removed no later than 48 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer.

If, after aggregate is swept and in the opinion of the Engineer a hazardous condition exists on the roadway, the contractor must apply additional aggregate and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of aggregate.

6.10 Resident Notification: The contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type, which secures to

the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

6.11 Traffic Control: The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh TiO₂ Enhanced Asphalt Rejuvenating Agent until penetration, in the opinion of the Engineer, has become complete and the area is suitable for traffic. The Contractor shall submit an M.O.T plan indicating all facets of traffic control for the project area. The M.O.T. plan must be approved in writing by the Engineer prior to commencing any work. All traffic control shall be in accordance with the DOT Roadway Design Standards, most current edition and TP-102. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

6.12 Method of Measurement: The TiO₂ Enhanced Asphalt Rejuvenating Agent emulsion shall be paid at the Contract bid unit prices for the actual square yards of pavement treated as field measured. Said payment is compensation in full for all costs of furnishing and applying the material as specified, including cleaning the existing pavement, purchase of aggregate, delivery of aggregate, all labor, equipment, and materials necessary for the placement of the TiO₂ Enhanced Asphalt Rejuvenating Agent emulsion, sweeping of any loose material after construction and other requirements as specified. Traffic control for maintaining traffic for constructing TiO₂ Enhanced Asphalt Rejuvenating Agent emulsion shall be considered incidental.

Payment for removal of untreated and treated cores shall be paid for as each at the unit price bid for Test Core Removal.

6.13 Basis of Payment:

<u>Pay Item</u>	<u>Pay Unit</u>
• TiO ₂ Enhanced Asphalt Rejuvenating Agent	Per Square Yard
• Field Core Removal	Each
• Field Core Laboratory Analysis - Viscosity	Each
• Field Core Laboratory Analysis -Titanium Dioxide Penetration	Each
• Field Core Laboratory Analysis - Titanium Dioxide NO ₂ Reduction	Each
• Field Core Laboratory Analysis - Titanium Dioxide Solar Reflectance Index (SRI)	Each
• Mobilization	Lump Sum

Payment for laboratory analysis of untreated and/or treated test cores shall be paid for as each at the unit price bid for each Test Core Laboratory Analysis category.

SPECIFICATION STREETBOND DURASHIELD PAVEMENT COATING

PART 1 – GENERAL

1.1 DESCRIPTION

- A. DURASHIELD Pavement Coatings are specifically formulated for application to asphalt pavement and have been confirmed by a certified testing facility to possess a balance of performance properties for a durable and color-fast finish.
- B. Qualifications. Only **Certified StreetBond® Applicators** Certified for SB90/DURASHIELD may bid for and perform this work and issue warranties backed by GAF - StreetBond. Please refer to **Section 1.3 DEFINITIONS**.
- C. Products are manufactured in ISO 9001:2015 facilities to ensure quality products produced in legally-responsible and environmentally conscious manner.
- D. DURASHIELD is only available from GAF - StreetBond or its affiliates.

1.2 REFERENCES

- | | |
|-----------------------------|--|
| A. ASTM D4541 | Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Tester. |
| B. ASTM D4060 | Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser. |
| C. ASTM D2697 | Standard Test Method for Volume of Nonvolatile Matter in Clear or Pigmented Coatings. |
| D. ASTM D522-93A | Standard Test Method for Mandrel Bend Test of Attached Organic Coatings. |
| E. ASTM D1653 | Standard Test Method for water vapor transmission through organic film coatings. |
| F. ASTM D2369 | Weight Solids Standard test method for Volatile Content of Coatings. |
| G. ASTM D1475 | Standard Test Method for Density of Paint, Varnish, Lacquer, Other related products |
| H. ASTM D2240 (2000) | Standard Test Method for Rubber property – Durometer hardness. |
| I. ASTM D5895 | Standard Test Method of drying or curing during film formation of organic coatings using mechanical recorders. |
| J. ASTM D570 | Standard Test Method for water absorption of plastics. |

1.3 DEFINITIONS

- A. “**Certified StreetBond® Applicator**” has valid Certification for SB90/DURASHIELD as offered by StreetBond and reviewed on a bi-annual basis. All **Certified StreetBond® Applicators** with appropriate Certification have been qualified by StreetBond to perform the Work and offer a product Warranty.
- B. “**Owner**” means the property owner and/or the representative who has decision making authority for the work on the property.
- C. “**Work**” is the application of DURASHIELD performed by an Authorized Applicator per specifications.
- D. “**Scuffing**” is a tear of the asphalt pavement caused by an external force – for example turning the steering wheel of a stationary vehicle. Scuffing is generally the result of poorly

SPECIFICATION STREETBOND DURASHIELD PAVEMENT COATING

designed or improperly installed asphalt and would most - commonly be seen on weaker residential asphalt.

- E. **“Layer”** is a single pass of coating, which is allowed to dry before a subsequent layer is applied.
- F. **“Warranty”** is a guarantee to the property owner that the product will perform to minimum requirements for a period of xxx (x) years when installed by an Authorized Applicator per specifications outlined in the Coating Plan.
- G. **“Coating Plan”** is a job specific plan showing the amount of layers of the coating to be installed in given zones of the project.
- H. **“Submittal Package”** is provided as part of the bid which lists the products used and specifications.
- I. **“Pavement Coating FSR”** is the Field Services Representative specializing in pavement coatings and representing GAF - StreetBond or its affiliate in a given territory.

1.4 SUBMITTALS

The applicator must be authorized by the manufacturer to install DURASHIELD and issue warranties. Submittal Packages shall include a copy of the Authorized Applicator Certificate (or Letter of Authorization) from the manufacturer. Independent product test results are available upon request.

1.5 WARRANTY

A Warranty may be provided when DURASHIELD is installed per manufacturer specifications by a Certified StreetBond® Applicator. Contact GAF - StreetBond Customer Success representative or the Pavement Coatings FSR for details.

PART 2 – PRODUCTS

2.1 MATERIALS - COATINGS

DURASHIELD has been scientifically formulated to provide the optimal balance of performance properties for a durable, long - lasting color and textured finish to asphalt pavement surfaces. Some of these key properties include wear and crack resistance, color retention, adhesion, minimal water absorption, and increased friction properties. DURASHIELD is environmentally safe and meet EPA requirements for Volatile Organic Compounds (VOC).

- A. DURASHIELD is a premium two-part, epoxy-modified waterborne acrylic coating specifically designed for application on asphalt pavements and is supplied pre-colored with silica aggregates blended at the factory for consistent, reliable product quality. It has a balance of properties to ensure good adhesion and movement on flexible pavement, while providing good durability. DURASHIELD is durable in both dry and wet environments.

2.1.1 Properties of Coatings

The following tables outline the test results for physical and performance properties of DURASHIELD as determined by an independent testing laboratory.

SPECIFICATION STREETBOND DURASHIELD PAVEMENT COATING

TABLE 1: Typical Physical Properties of DuraShield Pavement Coatings

Characteristic	Test Specification	DURASHIELD
Solids by Volume	ASTM D2697	57% +/- 2%
Solids by Weight	ASTM D2369	75% +/- 2%

TABLE 2: Typical Performance Properties of DuraShield Pavement Coatings

Characteristic	Test Specification	DURASHIELD
Dry time (To re-coat)	ASTM D5895 23°C; 37% RH	30 - 45 min
Taber Wear Abrasion Dry H-10 wheel	ASTM D4060 1 day cure	<0.7 g/1000 cycles
Taber Wear Abrasion Wet H-10 wheel	ASTM D4060 7 days cure	<3.0 g/1000 cycles
Hydrophobicity Water Absorption	ASTM D570	<8%
Mandrel Bend	ASTM D522 - 93A	1-1/2" @ 23 C
VOC	per MSDS	<50 g/l
Adhesion	ASTM D4541	>1000psi
Friction Wet	ASTM E303 British Pendulum Tester	Wet>35 Dry>65 NB Friction is affected by the texture of the substrate.
Solar Reflectance (Solar Gray color)	ASTM E903? (spectrophotometer) ASTM C1549? (portable spectrophotometer) ASTM E1918? (Pyranometer)	>0.33 (initial)

Certificates of Analysis are available upon request for each of these properties.

2.2 EQUIPMENT FOR APPLICATION

The equipment described has been designed specifically for optimal application of DURASHIELD Pavement Coatings. Sprayers must be capable of applying textured coatings containing larger aggregate. Other equipment may or may not be suitable and could compromise the performance of the coatings and/or reduce crew productivity.

- A.** The **SB Flex Sprayer, Graco RTX, RapidSprayer II** or equivalent texture sprayers that are capable of spraying the textured DURASHIELD shall be used. In addition, truck- or

SPECIFICATION STREETBOND DURASHIELD PAVEMENT COATING

trailer-mounted spray bar equipment with sufficient capacity and pressure can be used for larger applications.

- B.** For applying StreetBond Adhesion Promoter or StreetBond Sealer, a **Backpack** or **Handheld “Garden” sprayer** may be used.

PART 3 – EXECUTION

3.1 GENERAL

DURASHIELD shall be supplied and applied by an **Certified StreetBond® Applicator** with appropriate certification in accordance with the plans and specifications or as directed by the Owner. Do not begin installation without confirmation of the appropriate **Accreditation Certificate**. Specifications for the execution of the **StreetPrint®** system can be found at streetbond.com.

3.2 PRE-CONDITIONS

The condition of the asphalt substrate will impact the performance of the coating. A highly stable asphalt pavement free of defects is recommended.

3.2.1 Prerequisites for New Asphalt Pavement

A durable and stable asphalt pavement mix design installed according to best practices over a properly prepared and stable substrate is a pre - requisite for all long - lasting asphalt pavement surfaces. The application of the coatings does not change this requirement.

3.2.2 Pavement Marking Removal: recommended guidelines

Pavement markings may be removed by sand-blasting, water-blasting, grinding, or other approved mechanical methods. The removal methods should, to the fullest extent possible, cause no significant damage to the pavement surface.

The Owner shall determine if the removal of the markings is satisfactory for the application of the coating. Work shall not proceed until this approval is granted.

3.2.3 Surface Preparation

The asphalt pavement surface shall be dry and free from all foreign matter, including but not limited to dirt, dust, oil stains, de-icing materials, and chemical residue.

Where DURASHIELD is being applied to a surface that previously had sealcoat applied and there are areas that have significant sealcoat remaining, it may be necessary to treat the surface by first pressure washing with a 12" fan and, while the surface is still wet, removing loose material using a rotary broom with aggressive bristles. The surface should then be allowed to dry thoroughly, (likely 24 to 48 hours).

SPECIFICATION STREETBOND DURASHIELD PAVEMENT COATING

StreetBond Adhesion Promoter should be applied to areas with exposed aggregate where water ponding is anticipated.

Oil spots on the substrate should be treated with an oil spot primer such as Neyra Petrobond Oil Spot Primer.

3.3 APPLICATION OF COATING

3.3.1 Coating Application Guidelines

- A. The Applicator shall use spraying equipment capable of applying textured coating products to the asphalt pavement surface in a thin, controlled film which will optimize the drying and curing time of the coating. The SB Flex Sprayer, a proprietary coating sprayer supplied by Intech Equipment, Graco RTX sprayers and the RapidSprayer II are examples of suitable texture coating sprayers for the application of DURASHIELD. Spray bar equipment with sufficient pressure and pumping capacity to atomize a textured coating may also be used.
- B. The asphalt pavement surface shall be thoroughly cleaned and completely dry prior to application of the coating.
- C. For polished asphalt, in areas where ponding water is expected, **StreetBond Adhesion Promoter** should be applied directly to the asphalt and allowed to dry completely prior to the application of coating.
- D. The coating shall be spray applied then back-rolled to distribute the material evenly and retain a build on the high points of surface. Each application of coating material shall be allowed to dry to the touch before applying the next layer.
- E. The Applicator shall apply the coatings only when the air temperature is 50°F / (10°C) and rising and will not drop below 50°F / (10°C) within 24 hours. No precipitation should be expected within 24 hours.
- F. One to six pints of water are added depending on the ambient temperature. For temperatures from 50°F to 59°F add one pint of water per 4 gallons of DURASHIELD Part A and B mixed. An additional pint of water can be added for every 10°F, (eg 2 pints for over 60°F, 3 pints for over 70°F, 4 pints for over 80°F, 5 pints for over 90°F, and 6 pints for over 100°F). For substrate temperatures exceeding 110°F (43°C), please contact GAF - StreetBond Technical Support at 800-766-3411 or your Pavement Coatings FSR. Do not open area up to traffic before it fully cures. See detailed application instructions for more information.

TABLE 3: Mixing and Coverage Table

SPECIFICATION STREETBOND DURASHIELD PAVEMENT COATING

DuraShield Mixing and Coverage Table						
Temperature	Added water to facilitate application			Target coverage per unit (per layer)*		
	Per 5 gallon pail kit	Per Drum Kit	Per Tote Kit	5 gallon Kit Unit (ft2)	Drum Kit per Unit (ft2)	Tote Kit per Unit (ft2)
<50°F	0	0	0	250	3,000	15,000
50°F To 59°F	1 pint	1.5 gallons	7.5 gallons	250	3,000	15,000
60°F To 69°F	2 pints	3 gallons	15 gallons	250	3,000	15,000
70°F To 79°F	3 pints	4.5 gallons	22.5 gallons	250	3,000	15,000
80°F To 89°F	4 pints	6 gallons	30 gallons	250	3,000	15,000
90°F To 99°F	5 pints	7.5 gallons	37.5 gallons	250	3,000	15,000
100°F to 109°F	6 pints	9 gallons	45 gallons	250	3,000	15,000
>109°F	contact GAF	contact GAF	contact GAF	250	3,000	15,000

*Coarser asphalt texture may decrease coverage rate

IMPORTANT NOTE: Adding water is to ease application in warmer conditions and **does not change** the area covered by a unit. Added water should not be included when estimating coverage rates.

3.4 COATING COVERAGE & THICKNESS

Coating coverage and average thickness is as outlined in TABLE 4 below. Actual coverage may be affected by the texture and porosity of the asphalt pavement substrate. A minimum of one coat is applied and two coats may be required in heavy traffic areas as designated in the Coatings Plan. The maximum single layer application rate is 65 ft²/gallon for a dry film thickness of 14 mils. Applicators may find that it is easier to achieve the desired aesthetic result by applying multiple layers at a lower coverage rate of 130 ft²/gallon for a dry film thickness of 7 mils. In either case, the minimum total dry film thickness must be 14 mils.

TABLE 4: Coating Coverage & Thickness

COVERAGE (approx.)		THICKNESS (approx.)			
Application Rate		WET		DRY	
sqft/gallon	sqm/liter*	mm	mil	mm	mil
65	1.6	0.64	25	0.36	14
130	3.2	0.32	13	0.18	7

3.5 RECOMMENDED COATING COVERAGE RATES

SPECIFICATION STREETBOND DURASHIELD PAVEMENT COATING

Check with the Pavement Coatings FSR for the territory in advance to confirm the recommended application for the climate conditions at the project location.

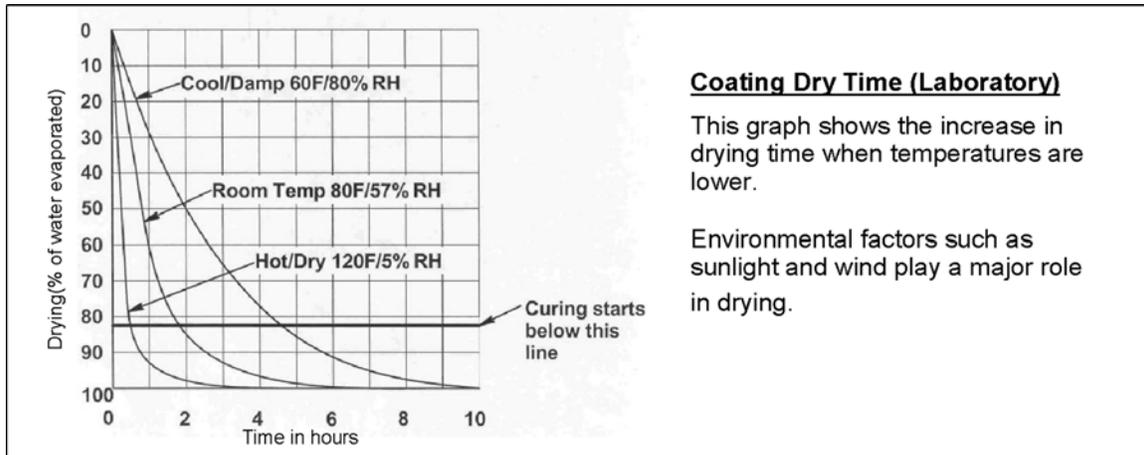
1. Additional layers of coatings may be used to provide additional build thickness in high wear areas such as drive lanes and turning areas.
2. A maintenance program may be required for applications exposed to:
 - Abrasive materials (such as salt and sand)
 - Abrasive equipment (such as snow removal equipment)
 - Studded winter tires
3. A Coating Plan describing the specific number of layers of coating required in each region of the project shall be included as part of the Submittal Package. The Coating Plan shall be considered as an Appendix to this specification and form part of the specification document.

SPECIFICATION STREETBOND DURASHIELD PAVEMENT COATING

3.6 OPENING TO TRAFFIC

Minimally, DURASHIELD coating must be 100% dry and sufficient curing time must be allowed before traffic is permitted on the surface.

TABLE 5: COATING DRY TIMES (TYPICAL)



If DURASHIELD coatings are applied when moisture cannot evaporate, then the coating will not dry. The drying and curing of DURASHIELD has a direct impact on performance.

PART 4 – MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

The measured area is the actual area of asphalt pavement where DURASHIELD has been applied, measured in place. No deduction will be made for the area(s) occupied by manholes, inlets, drainage structures, bollards or by any public utility appurtenances within the area.

4.2 PAYMENT

Payment will be full compensation for all work completed as per conditions set out in the contract. For unit price contracts, the payment shall be calculated using the measured area as determined above.

EXHIBIT 1
Categories Bid

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

- Service Category #1: Streetbond Durashield Pavement Coating – Material Only**
- Service Category #2: Streetbond Durashield Pavement Coating – Material & Application**
- Service Category #3: Pave Tech – Pollution-Remediating Polymerized Maltene Asphalt Rejuvenator – Material Only**
- Service Category #4: Pave Tech – Pollution-Remediating Polymerized Maltene Asphalt Rejuvenator – Material & Application**
- Service Category #5: Seal Master Solarpave Sealcoat – Material Only**
- Service Category #6: Seal Master Solarpave Sealcoat – Material & Application**
- Service Category #7: Cool Seal by Guardtop Solar Reflective Asphalt Based Sealcoat – Material Only**
- Service Category #8: Cool Seal by Guardtop Solar Reflective Asphalt Based Sealcoat – Material & Application**
- Service Category #9: Other Ancillary Material or Services**

Current Published Unit Price for Items Offered

For each of the Categories you selected above, provide your applicable current published unit pricing for the goods and services you offer under each Category on the attached Bid Price Worksheet. You may attach this information to a separate sheet or via a weblink. Please match the corresponding Category number from the Bid Price Worksheet next to the matching item on your current published price list.

NOTE: This price list is NOT a part of the contractual obligation and may be modified at the vendor's discretion. Only the percentage discount is contractually obligated.

BID PRICE WORKSHEET

Category	% Discount off List Price
Service Category #1: Streetbond Durashield Pavement Coating – Material Only	
Service Category #2: Streetbond Durashield Pavement Coating – Material & Application	
Service Category #3: Pave Tech – Pollution-Remediating Polymerized Maltene Asphalt Rejuvenator – Material Only	
Service Category #4: Pave Tech – Pollution-Remediating Polymerized Maltene Asphalt Rejuvenator – Material & Application	
Service Category #5: Seal Master Solarpave Sealcoat – Material Only	
Service Category #6: Seal Master Solarpave Sealcoat – Material & Application	
Service Category #7: Cool Seal by Guardtop Solar Reflective Asphalt Based Sealcoat – Material Only	
Service Category #8: Cool Seal by Guardtop Solar Reflective Asphalt Based Sealcoat – Material & Application	
Service Category #9: Other Ancillary Material or Services	

NOTE: For Material & Application Projects

If your firm subcontracts out application, please explain whether you or your subcontractor is the billing party. Also provide a list of all of your approved subcontractor applicators with contact information and geographic region serviced.

Subcontractors are required to abide by the discount offered in your proposal.

Sample Market Basket

Category	QTY	UOM	Unit Price
Service Category #2: Streetbond Durashield Pavement Coating – Material & Application	105,000 SF	SF	
Service Category #4: Pave Tech – Pollution-Remediating Polymerized Maltene Asphalt Rejuvenator – Material & Application	633,600 SF	SF	
Service Category #6: Seal Master Solarpave Sealcoat – Material & Application	211,000 SF	SF	
Service Category #8: Cool Seal by Guardtop Solar Reflective Asphalt Based Sealcoat – Material & Application	422,000 SF	SF	

EXHIBIT 2
SAMPLE MARKET BASKET FORM

For the sample items on the following page, please enter your current unit price after discount for the items you are offering in your proposal. This form is for evaluation purposes only and will not be part of any awarded contract.

EXHIBIT 3**SERVICE DESIGNATION AREAS**

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

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

Nationwide Service Area Designation or Identification Form			
Proposing Firm Name:			
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 type="checkbox"/>
		If you are not proposing to service to all fifty (50) states, then designate on the form below the states that you will provide service to. By designating a state or states, you are certifying that you are willing and able to provide the proposed goods and services in those states.	
		If you are only proposing to service a specific region, metropolitan statistical area (MSA), or City in a State, then indicate as such in the appropriate column box.	
Item	State	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		
44.	Utah		
45.	Vermont		
46.	Virginia		
47.	Washington		
48.	West Virginia		
49.	Wisconsin		
50.	Wyoming		

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

REQUIRED ATTACHMENT CHECKLIST

This checklist is provided as a courtesy to responding firms. Please utilize this checklist to ensure that all required attachments are included with your proposal. IF AN ATTACHMENT DOES NOT APPLY, PLEASE MARK AS “**NOT APPLICABLE**” AND SUBMIT WITH THE PROPOSAL. **FAILURE TO SUBMIT ALL REQUIRED DOCUMENTS MAY NEGATIVELY IMPACT YOUR EVALUATION SCORE.**

- Cover Sheet
- Exhibit 1: Categories Selected/Bid Price Worksheet/Current Published Price List
- Exhibit 2: Sample Market Basket Form
- Exhibit 3: Service Area Designation Forms
- Attachment I: Instructions for Proposals Compliance and Submittal
- Attachment II: Certification of Offeror
- Attachment III: Certification Regarding Debarment
- Attachment IV: Restrictions on Lobbying
- Attachment V: Drug-Free Workplace Certification
- Attachment VI: Certification Regarding Disclosure of Conflict of Interest
- Attachment VII: Certification of Fair Business Practices
- Attachment VIII: Certification of Good Standing Texas Corporate Franchise Tax Certification
- Attachment IX: Historically Underutilized Businesses, Minority Or Women-Owned Or Disadvantaged Business Enterprises
- Attachment X: Federal and State of Texas Required Procurement Provisions
- Attachment XI: Conflict of Interest Questionnaire

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. You recognize that all proposals must be submitted electronically through PublicPurchase.com by the RFP due date and time. All other forms of submissions will be deemed nonresponsive and will not be opened or considered.

Acknowledgment of Insurance Requirements

By signing its submission, you acknowledge that it has read and understands the insurance requirements for the submission. You also understand that the evidence of required insurance may be requested to be submitted within ten (10) working days following notification of its offer being accepted; otherwise, NCTCOG may rescind its acceptance of the your proposals. The insurance requirements are outlined in Section 6.4.

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

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 agree that failure to submit all requested information may result in rejection of this proposal as non-responsive. I acknowledge that I have read and understand the requirements and provisions of the solicitation and that the organization will comply with the regulations and other applicable local, state, and federal regulations and directives in the implementation of this contract.

I also certify that I have read and understood all sections of this solicitation and will comply with all the terms and conditions as stated; and furthermore that I, _____ (typed or printed name) certify that I am the _____ (title) of the corporation, partnership, or sole proprietorship, or other eligible entity named as you and you 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.

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

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.

Name of Organization/Contractor(s):

SAM.GOV Unique Identity ID:

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

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.

**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.

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

**ATTACHMENT V:
DRUG-FREE WORKPLACE CERTIFICATION**

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

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

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

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

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

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

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

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

**ATTACHMENT VI:
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.

Name of Organization/Contractor

Signature of Authorized Representative:

Printed/Typed Name and Title of Authorized Representative

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.

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

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:

_____ 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.

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

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

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.netrea.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

ATTACHMENT X

NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS

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

(Attachment continued on next page)

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.

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

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.

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

(Attachment X: Cont.)

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.

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

-OR-

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

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

(Attachment continued on next page)

(Attachment X: Cont.)

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.

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

-OR-

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

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

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	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>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.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>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.</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>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.</p>		
<p>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).</p>		
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>		