



**MASTER SERVICES AGREEMENT #2025-009**  
**Wayfaring Signage**

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

**Priority Signs and Graphics**  
**DBA CJ Horak Enterprises, Inc**  
(“Contractor”)  
with offices located at  
**2865 Market Loop**  
**Southlake, TX 76092**

**ARTICLE I**  
**RETENTION OF THE CONTRACTOR**

1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide Executive Search Consulting and Related Services, (hereinafter, “Services”) to governmental entities participating in the TXShare program (hereinafter “Participating Entities”). The Contractor is being retained to provide services described below to Participating Entities based on the Contractor’s demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals #2025-009 (hereinafter, “RFP”). In the event of a conflict between this Agreement and the RFP, this Agreement will prevail. The Contractor demonstrated they have the resources, experience, and qualifications to perform the described services, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor’s response to the RFP.

**ARTICLE II**  
**SCOPE OF SERVICES**

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

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

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

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

### 2.5 NCTCOG Obligations

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

### 2.6 Participating Entity Obligations.

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

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

### 2.7 Contractor Obligations.

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

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

2.7.3 Contractor agrees to market and promote the use of the TXSHARE awarded contract whenever possible among its current and solicited customer base, such as, but not limited to via the Contractor's website. Contractor shall agree to follow reporting requirements and report sales made under this Master Services Agreement in accordance with Section 4.2.

## ARTICLE III TERM

3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on **November 30, 2026** (the "Term"), unless earlier terminated as provided herein. This Agreement will automatically be renewed, unless NCTCOG explicitly desires otherwise, for an additional term, through **November 30, 2029**.

3.2 **Termination.** NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days' prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated

Purchase Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor's responsibilities with respect to such Purchase Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

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

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

#### **ARTICLE IV COMPENSATION**

4.1 **Invoices.** Contractor shall submit an invoice to the ordering Participating Entity in accordance with billing terms as stated in Appendix A for each Scope of Service. If billing terms are not specified for a particular Scope of Service, then the Contractor will submit an invoice to the Participating Entity upon receipt of an executed Purchase Order and after completion of the work, with Net 30 payment terms.

Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Purchase Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Services provided to Participating Entities.

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

NCTCOG  
ATTN: TXShare  
PO Box 5888  
Arlington, TX 76005-5888  
Email: [TXShare@nctcog.org](mailto:TXShare@nctcog.org)

#### **ARTICLE V SERVICE FEE**

5.1 **Explanation.** NCTCOG will make this Master Service Agreement available to other governmental entities, Participating Entities, and non-profit agencies in Texas and the rest of the United States through its TXShare cooperative purchasing program. The Contractor is able to market the Services under this Agreement to any

Participating Entity with emphasis that competitive solicitation is not required when the Participating Entity purchases off of a cooperative purchasing program such as TXShare. However, each Participating Entity will make the decision that it feels is in compliance with its own purchasing requirements. The Contractor realizes substantial efficiencies through their ability to offer pricing through the TXShare Cooperative and that will increase the sales opportunities as well as reduce the need to repeatedly respond to Participating Entities' Requests for Proposals. From these efficiencies, Contractor will pay an administrative fee to TXShare calculated as a percentage of sales processed through the TXShare Master Services Agreement. This administrative fee is not an added cost to TXShare participants. This administrative fee covers the costs of solicitation of the contract, marketing and facilitation, as well as offsets expenses incurred by TXShare.

5.2 **Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractors and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the Contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2% on all fees for service, with the exception of expenses that are passed through to Participating Entities without markup from the Contractor, such as, but not limited to, advertising, travel expenses and per diem costs, temporary housing, and materials production.

5.3 **Setup and Implementation.** NCTCOG will provide instruction and guidance as needed to the Contractor to assist in maximizing mutual benefits from marketing these Services through the TXShare purchasing program.

## **ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES**

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

## **ARTICLE VII REPRESENTATION AND WARRANTIES**

7.1 **Representations and Warranties.** Contractor represents and warrants that:

7.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor's performance under this Agreement; or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement;

7.1.2 NCTCOG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.

- 7.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's sub-contractors may result in immediate termination of this Agreement.
- 7.1.4 Contractor and its employees and sub-contractors have all necessary qualifications, licenses, permits, and/or registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing.
- 7.1.5 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor's obligations under this Agreement.

## **ARTICLE VIII CONFIDENTIAL INFORMATION AND OWNERSHIP**

- 8.1 **Confidential Information.** Contractor acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of NCTCOG or Participating Entities, its products, services, policies, customer, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed, sold, exchanged, traded, or disclosed to any person, company, or other entity during the period of the Contractor's retention hereunder or at any time thereafter without the express written permission of NCTCOG or Participating Entity.

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

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

**ARTICLE IX  
GENERAL PROVISIONS**

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

If to NCTCOG:

North Central Texas Council of Governments  
P.O. Box 5888  
Arlington, TX 76005-5888  
Attn: Charlie Oberrender  
(817) 695-9289  
[coberrender@nctcog.org](mailto:coberrender@nctcog.org)

If to Contractor:

**Priority Signs and Graphics  
DBA CJ Horak Enterprises, Inc  
PO Box 32  
Grapevine, TX 76099  
Attn: Curtis Horak  
curt@psgdfw.com  
(817) 260-0700 x101**

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

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

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

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

Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder,

arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

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

Requirements:

Workers' Compensation:

Statutory limits and employer's liability of \$100,000 for each accident or disease.

Commercial General Liability with NCTCOG endorsed as a Named Additional Insured.

Required Limits:

\$1,000,000 per occurrence;  
\$3,000,000 Annual Aggregate

Commercial General Liability policy with NCTCOG endorsed as a Named Additional Insured.

Shall include:

Coverage A: Bodily injury and property damage;

Coverage B: Personal and Advertising Injury liability;

Coverage C: Medical Payments;

Products: Completed Operations;

Fire Legal Liability;

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

Business Auto Liability with NCTCOG endorsed as a Named Additional Insured.

Coverage shall be provided for all owned hired, and non-owned vehicles. Required Limit: \$1,000,000 combined single limit each accident.

Professional Errors and Omissions liability:

Required Limits:

\$1,000,000 Each Claim

\$1,000,000 Annual Aggregate

9.51 **Conflict of Interest.** During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.

9.6 **Force Majeure.** It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing

the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.

- 9.7 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.
- 9.8 **Availability of Funding.** This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.
- 9.9 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 9.10 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 9.11 **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.
- 9.12 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.13 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.
- 9.14 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 9.15 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.16 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.
- 9.17 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.



**ARTICLE X  
ADDITIONAL REQUIREMENTS**

- 10.1 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 10.6 **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.
- 10.7 **Restrictions on Lobbying.** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 10.8 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 10.9 **Drug-Free Workplace.** Contractor shall provide a drug free workplace in compliance with the Drug Free Work Place Act of 1988.
- 10.10 **Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.
- 10.11 **Civil Rights Compliance**  
Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation (USDOT), the Federal

Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

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

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

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

Sanctions for Noncompliance: In the event of Contractor’s noncompliance with the Nondiscrimination provisions of this Agreement, NCTCOG will impose such sanctions as it or the State or the FHWA may determine to be appropriate, including, but not limited to: withholding payments to the Contractor under this Agreement until the Contractor complies and/or cancelling, terminating or suspension of this Agreement, in whole or in part.

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

#### 10.12 **Disadvantaged Business Enterprise Program Requirements**

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

#### 10.13 **Pertinent Non-Discrimination Authorities**

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

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- i. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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

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

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

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

**10.15 House Bill 89 Certification**

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

—

**10.16 Certification Regarding Disclosure of Conflict of Interest.**

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

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

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

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

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

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

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

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

No member of the NCTCOG receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code. Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

**10.17 Certification of Fair Business Practices**

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

**10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification**

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

**10.19 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with

entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The Contractor agrees that it is not providing NCTCOG with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. Contractor shall certify its compliance through execution of the “Prohibited Telecommunications and Video Surveillance Services or Equipment Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

**10.20 Discrimination Against Firearms Entities or Firearms Trade Associations**

Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries. NCTCOG is prohibited from contracting with entities, or extend contracts with entities who have practice, guidance, or directive that discriminates against a firearm entity or firearm trade association. Contractor shall certify its compliance through execution of the “Discrimination Against Firearms Entities or Firearms Trade Associations Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

**10.21 Boycotting of Certain Energy Companies**

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

**10.22 Domestic Preference**

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

**Priority Signs and Graphics DBA CJ Horak Enterprises, Inc**

**North Central Texas Council of Governments**

Roger Johnson                      11/19/2024  
Signature                                      Date

Signed by:  
Mike Eastland                      11/22/2024  
AAE72C1BEF0E426...  
Signature                                      Date

Roger Johnson  
Printed Name  
Project Manager  
Title

R. Michael Eastland  
Executive Director

**APPENDIX A**  
**Statement of Work**

## **TAB A – Cover Page & Statement of Understanding**

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

Scope of work includes:

- Fabrication of Wayfinding, Monument and Event Signage
- Installation of Wayfinding, Monument and Event Signage (including scheduling lane closures, core drillers, concrete, etc....)
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- Fabrication Manager
- Has held roles in every key position within fabrication (Metal fabrication, paint, electrical, etc....)
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Continuation of 521  
Tab D - Project Related Experience and Qualifications

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**City of Allen Police Department**

Officer Chance Graves  
514-509-4334  
[cgraves@cityofallen.org](mailto:cgraves@cityofallen.org)

**Grapevine Highschool**

Robert Debesse  
912-515-6288  
[Robert.debesse@gcisd.net](mailto:Robert.debesse@gcisd.net)

**Carroll Education Foundation**

Alexandria Martin  
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[Alexandra.martin@southlakecarroll.edu](mailto:Alexandra.martin@southlakecarroll.edu)

**City of Grapevine – REC**

Andrea Treadway  
817-410-3457  
[atreadway@grapevintexas.gov](mailto:atreadway@grapevintexas.gov)

**City of Southlake**

Mona Hassan  
682-593-3503  
[mhassan@ci.southlake.tx.us](mailto:mhassan@ci.southlake.tx.us)

## **TAB D – Project-Related Experience and Qualifications**

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

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

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

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

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

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

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

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

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

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

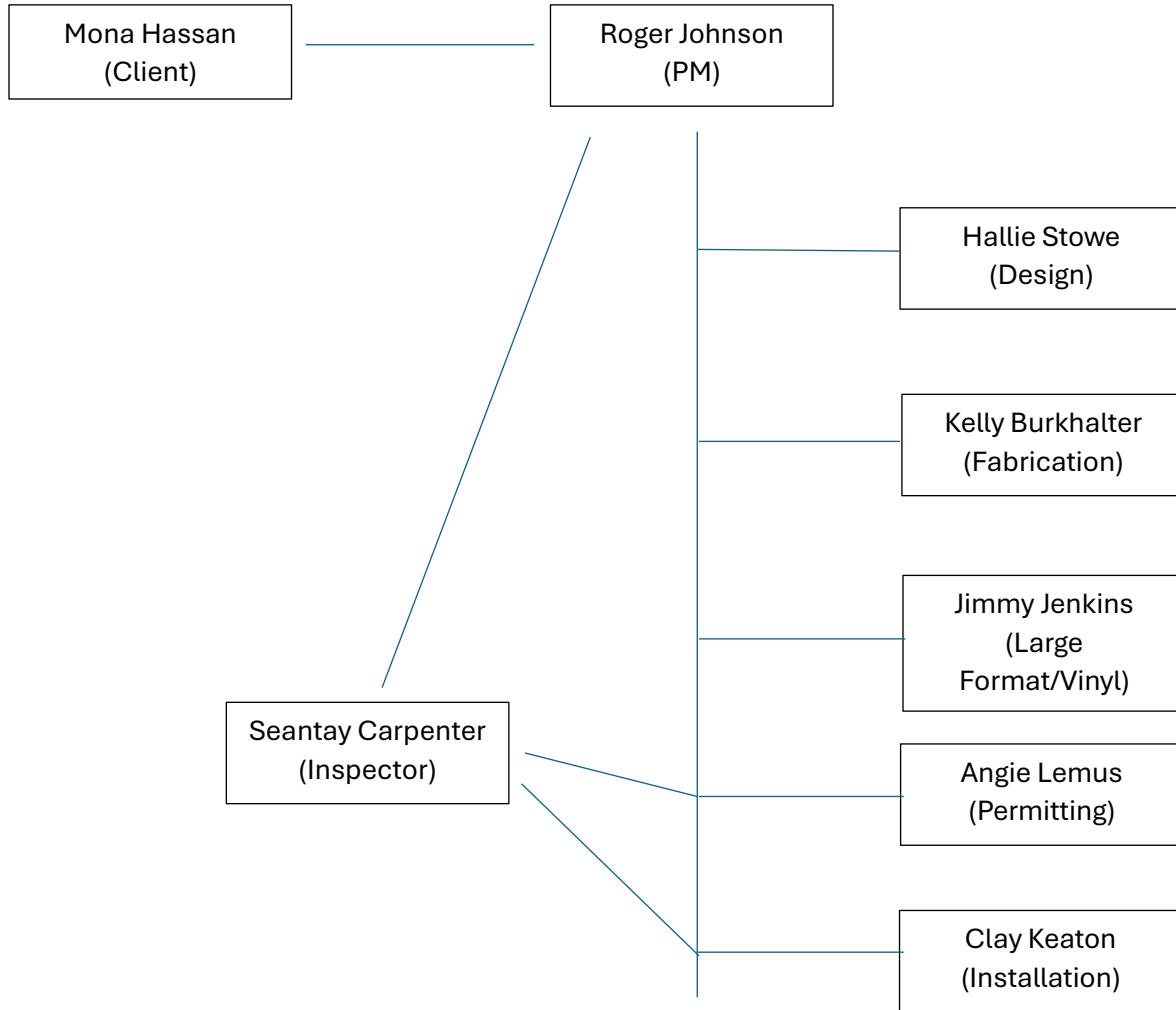
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*Walmart Distribution Centers located in Saginaw and Lancaster, TX.*

*Amazon Distribution Center Amarillo, TX*

Continuation of 5.2.1



## **TAB D – Project-Related Experience and Qualifications**

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

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

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

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

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

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

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

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

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

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

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

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

## **TAB E – Technical Proposal**

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

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

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

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

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

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

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

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

### **5.1.5 Provide an example work schedule overview for:**

#### **5.1.5.1 Maintenance**

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

#### **5.1.5.3 New Installation**

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

## TAB E – Technical Proposal

### 5.1.6 Explain how your maintenance or installation work is supervised.

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

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

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

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

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

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

5.1.9.1 Inspect all existing wayfinding signage?

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

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

5.1.9.4 Log evaluation and pictures on Customer-approved database?

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

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

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

5.1.10.1 Repair wayfinding signs when you are provided engineering drawings?

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

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

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

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

5.1.10.5 Repair, replace, and tighten hardware as needed?

## TAB E – Technical Proposal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Continuation of 521  
Tab D - Project Related Experience and Qualifications

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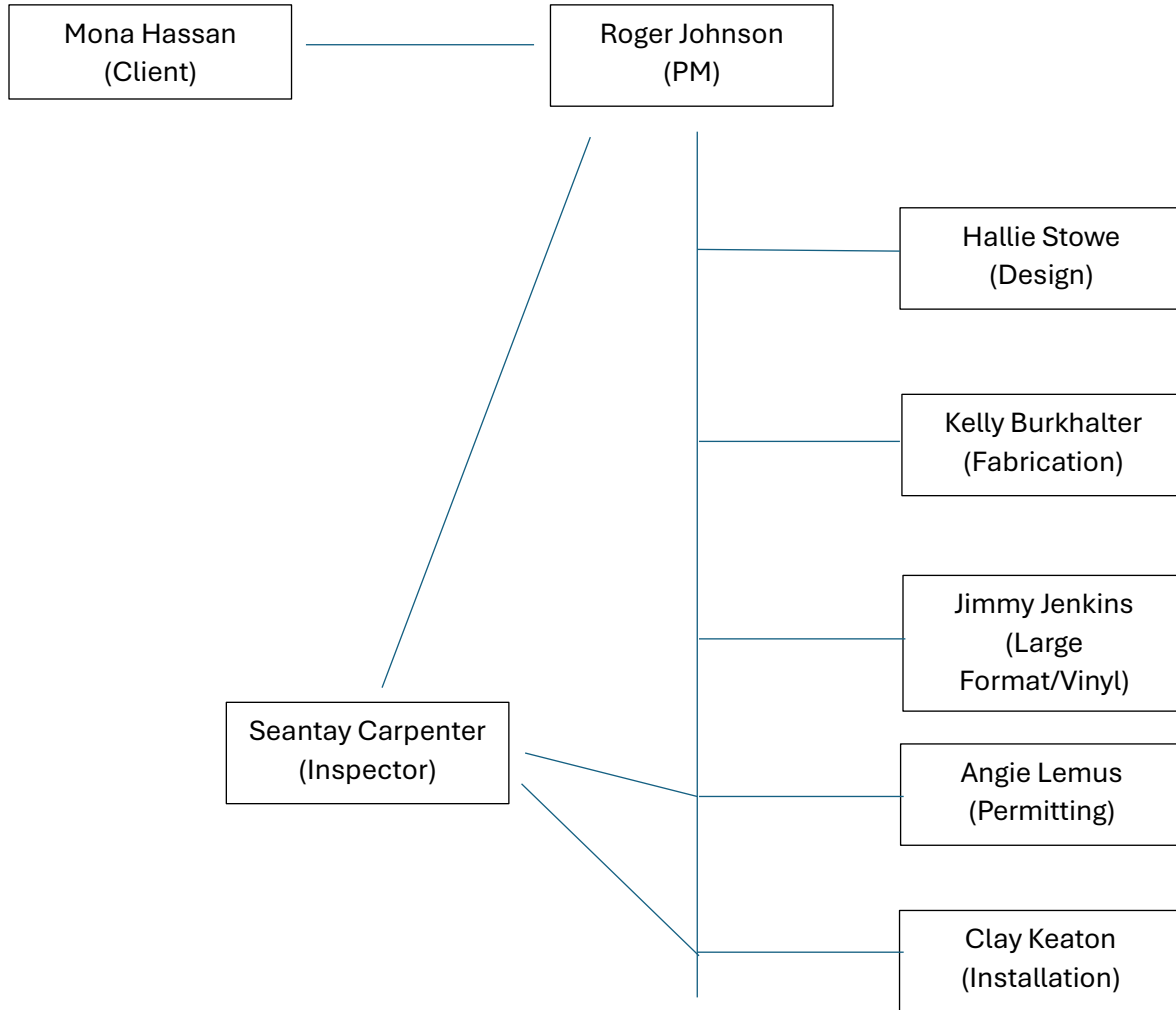
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*Children's Hospital Dallas, TX, exterior wayfinding directionals that span across the entire property as well as interior ADA and wayfinding throughout the hospital.*

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

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

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

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

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

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

## **TAB E – Technical Proposal**

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

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

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

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

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

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

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

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

**5.1.5** Provide an example work schedule overview for:

**5.1.5.1** Maintenance

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

**5.1.5.3** New Installation

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

## TAB E – Technical Proposal

### 5.1.6 Explain how your maintenance or installation work is supervised.

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

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

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

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

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

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

5.1.9.1 Inspect all existing wayfinding signage?  Yes

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

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

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

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

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

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

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

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

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

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

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

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

## TAB E – Technical Proposal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**APPENDIX A.1**  
**Pricing for TXShare Cooperative Purchase Program Participants**

**TAB F – Pricing**

**BID PRICE WORKSHEET FOR RFP #2025-009**

<b>Category #1: Building Wayfinding Signage</b>		
<b>Item</b>	<b>Description</b>	<b>% Discount Off Your Regular List Price</b>
1	Materials	10%
<b>Category #2: Parks, Stadium and Campus Wayfinding Signage</b>		
<b>Item</b>	<b>Description</b>	<b>% Discount Off Your Regular List Price</b>
2	Materials	10%
<b>Category #3: Architectural Wayfinding Signage</b>		
<b>Item</b>	<b>Description</b>	<b>% Discount Off Your Regular List Price</b>
3	Materials	10%
<b>Category #4: Maintenance, Repairs, and Installation</b>		
<b>Item</b>	<b>Description</b>	<b>% Discount Off Your Regular List Price</b>

4A Labor

10%

4B Materials & Supplies

10%

4C Equipment & Mobilization

10%

**Category #5: Other Ancillary Services**

<b>Item</b>	<b>Description</b>	<b>% Discount Off Your Regular List Price</b>
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5

Describe Below:

Service and Repairs	10%

**APPENDIX A.2**  
**Service Area Designation Forms**

**EXHIBIT 3  
SERVICE DESIGNATION AREAS**

<b>Texas Service Area Designation or Identification</b>			
<b>Proposing Firm Name:</b>	CJHorak Enterprises Inc. DBA: Priority Signs and Graphics		
<b>Notes:</b>	<b>Indicate in the appropriate box whether you are proposing to service the entire state of Texas</b>		
	Will service the entire state of Texas	Will not service the entire state of Texas	
	X		
	<b>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.</b>		
<b>Item</b>	<b>Region</b>	<b>Metropolitan Statistical Areas</b>	<b>Designated Service Area</b>
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)

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

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

End of Exhibit 3

### **APPENDIX A.3**

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



## TAB F – Pricing

### CATEGORIES SELECTED, DISCOUNTS FOR PRICING & CURRENT PUBLISHED PRICE LIST

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

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

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

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

- **Current Published Price List for Items Offered**

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

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

**APPENDIX B  
DEBARMENT CERTIFICATION**

I, Roger Johnson  
(Name of certifying official)

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

Priority Signs and Graphics - DBA CJ Horak Enterprises, Inc,  
(Name of lower tier participant)

nor its principals are presently:

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

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

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

**EXCEPTIONS:**

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*Roger Johnson*  
 \_\_\_\_\_  
 Signature of Certifying Official  
 Project Manager  
 \_\_\_\_\_  
 Title  
 11/19/2024  
 \_\_\_\_\_  
 Date of Certification

Form 1734  
Rev.10-91  
TPFS

## **APPENDIX C RESTRICTIONS ON LOBBYING**

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

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

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

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

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

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

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

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

*Roger Johnson*  
\_\_\_\_\_  
Signature

Project Manager  
\_\_\_\_\_  
Title CJHorak Enterprises, Inc DBA  
Priority Signs and Graphics

\_\_\_\_\_  
Agency

11/19/2024  
\_\_\_\_\_  
Date

**APPENDIX D  
ATTESTATION OF CONTRACTS NULLIFYING ACTIVITY**

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

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

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

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

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

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

**Check one of the following:**

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

**-OR-**

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

CJHorak Enterprises, Inc DBA  
Priority Signs and Graphics

\_\_\_\_\_  
Name of Organization/Contractor

*Roger Johnson*  
\_\_\_\_\_  
Signature of Authorized Representative

Roger Johnson - Project Manager  
\_\_\_\_\_  
Printed/Typed Name and Title of Authorized Representative

11/19/2024  
Date

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

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

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

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

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

**Check one of the following:**

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

**-OR-**

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

**CJHorak Enterprises, Inc  
DBA Priority Signs and  
Graphics**

\_\_\_\_\_  
Name of Organization/Contractor

*Roger Johnson*  
\_\_\_\_\_  
Signature of Authorized Representative

**Roger Johnson - Project Manager**  
\_\_\_\_\_  
Printed/Typed Name and Title of Authorized Representative

11/19/2024  
Date

### D-3: BOYCOTTING OF CERTAIN ENERGY COMPANIES

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

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

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

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

**Check one of the following:**

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

**-OR-**

The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 809, Subtitle A, Title 8. **CJHorak Enterprises, Inc**  
**DBA Priority Signs and Graphics**

\_\_\_\_\_  
Name of Organization/Contractor

Roger Johnson  
\_\_\_\_\_  
Signature of Authorized Representative

**Roger Johnson - Project Manager**  
\_\_\_\_\_  
Printed/Typed Name and Title of Authorized Representative

11/19/2024  
\_\_\_\_\_  
Date

## NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS

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

### REQUIRED 2 CFR 200 CLAUSES

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

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



**10. Domestic Preference for Procurements**

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

**11. Trafficking in Persons**

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

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

Roger Johnson  
Signature of Authorized Person

Roger Johnson  
Name of Authorized Person  
CJHorak Enterprises, Inc  
DBA Priority Signs and  
Graphics  
Name of Company

11/19/2024  
Date

**-OR-**

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

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Name of Authorized Person

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date