

# TXShare

Your Public Sector Solutions Center

REQUEST FOR PROPOSALS  
For  
Automatic Gate Maintenance and Repair Services  
RFP # 2025-004

Sealed proposals will be accepted until 2:00 PM CT, **November 13, 2024**, and then publicly opened and read aloud thereafter.

\_\_\_\_\_  
Legal Name of Proposing Firm

\_\_\_\_\_  
Contact Person for This Proposal

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contact Person Telephone Number

\_\_\_\_\_  
Contact Person E-Mail Address

\_\_\_\_\_  
Street Address of Principal Place of Business

\_\_\_\_\_  
Customer/State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Mailing Address of Principal Place of Business

\_\_\_\_\_  
Customer/State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Point of Contact for Contract Negotiations

\_\_\_\_\_  
Title

\_\_\_\_\_  
Point of Contact Telephone Number

\_\_\_\_\_  
Point of Contact Person E-Mail Address

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

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

**COVER SHEET**

# TABLE OF CONTENTS

RFP NUMBER: 2025-004

COVER SHEET .....	1
SECTION 1: OVERVIEW.....	3
SECTION 2: TXSHARE COOPERATIVE PURCHASING PROGRAM.....	4
SECTION 3: GENERAL INFORMATION.....	7
SECTION 4: EVALUATION AND AWARD.....	9
SECTION 5: SPECIFICATIONS.....	11
SECTION 6: HOW TO SUBMIT YOUR PROPOSAL .....	30
ATTACHMENT I: INSTRUCTIONS.....	33
ATTACHMENT II: CERTIFICATIONS OF OFFEROR .....	34
ATTACHMENT III: CERTIFICATION .....	35
ATTACHMENT IV: RESTRICTIONS ON LOBBYING.....	36
ATTACHMENT V: DRUG-FREE WORKPLACE CERTIFICATION .....	38
ATTACHMENT VI: DISCLOSURE OF CONFLICT OF INTEREST .....	39
ATTACHMENT VII: CERTIFICATION OF FAIR BUSINESS PRACTICES.....	42
ATTACHMENT VIII: CERTIFICATION OF GOOD STANDING .....	43
ATTACHMENT IX: HISTORICALLY UNDERUTILIZED BUSINESSES,.....	44
ATTACHMENT X: NCTCOG FEDERAL AND STATE OF TEXAS .....	45
REQUIRED PROCUREMENT PROVISIONS.....	45
EXHIBIT 1: CATEGORIES OFFERED AND PRICING PROPOSAL .....	48
EXHIBIT 2: SAMPLE MARKET BASKET FORM .....	49
EXHIBIT 3: SERVICE DESIGNATION AREAS.....	50

## SECTION 1: OVERVIEW

### 1.0 PURPOSE

The North Central Texas Council of Governments (NCTCOG) seeks proposals in response to this solicitation to establish a contract with qualified contractor(s) to provide maintenance and repair services. These services include, but are not limited to, the inspection, maintenance, repair, replacement, and modernization of automatic gates for the members of its TXShare Cooperative Purchasing Program (“TXShare”). The selected contractor will be responsible for providing all necessary labor, materials, and equipment to perform the work as specified in this RFP. The awarded contracts will be promoted via TXShare. Additionally, the purpose of this RFP is to contract with one or more vendor(s) that are qualified to provide one or more categories of the goods or services.

The desired service categories are as listed below:

**Service Category #1: Automatic Gate Maintenance and Repair Services**

**Service Category #2: Parts: Service, Replacement, and Spare Parts**

**Service Category #3: Other Ancillary Goods or Services**

#### 1.0.1 Definitions:

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

#### 1.0.2 Outcome

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

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

## SECTION 2: TXSHARE COOPERATIVE PURCHASING PROGRAM

### 2.0 BENEFITS OF A COOPERATIVE PURCHASING PROGRAM

#### 2.0.1 How Does a Cooperative Purchasing Program Work?

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

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

#### 2.0.2 How Does a Government Entity Benefit?

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

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

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

#### 2.0.3 How Does A Vendor Benefit?

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

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

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

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

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

#### 2.0.4 Mutual Benefits

Performing a competitive bidding process typically takes often in excess of 90 days to create the RFP solicitation, collect and evaluate proposals, then negotiate and award the contract. Reducing the amount of time that purchasing staff spend managing new solicitations and generating new contracts, especially for goods or services that don’t require too much customization, saves months of administrative time and effort. Reducing the need to respond to every bid process and market directly to the customer saves time and

money as well as is an “ace in the hole” for a vendor when closing the sale on its goods or services covered by a cooperative contract. Smaller governments customers can achieve price-saving advantages from purchasing off a cooperative program with greater purchasing power.

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

## **2.1 NCTCOG OVERVIEW**

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

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

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

## **2.2 TXSHARE PROGRAM EXPLANATION**

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

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

## **2.3 CONTRACT MANAGEMENT AND REPORTING**

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

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

## **2.4 ADMINISTRATIVE FEE**

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

## **2.5 INTERLOCAL AGREEMENT**

Governmental entities are extended the opportunity to purchase from contracts awarded by the NCTCOG TXShare purchasing cooperative by virtue of an interlocal agreement between the entity and NCTCOG. However, all parties

understand, and all parties hereby expressly agree, that the NCTCOG is not an agent of, partner to or representative of those government entities and that NCTCOG is not obligated or liable for any action or debts that arise out of the government customer's purchase.

## **2.6 STANDARD TERMS AND CONDITIONS**

The NCTCOG Procurement Standard Terms and Conditions can be found at [www.nctcog.org](http://www.nctcog.org) in the "Open Procurement" section, or by clicking [here](#). Proposers shall certify its compliance with these requirements as part of their proposal response by completing the certifications included with the RFP document "Attachments" section. Failure to submit the required certification statement may be grounds for finding the proposal nonresponsive.

## SECTION 3: GENERAL INFORMATION

### 3.0 CONTRACT INTENT

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

### 3.1 ADMINISTRATIVE GUIDANCE

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

### 3.2 ADDENDA

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

### 3.3 SOLICITATION SCHEDULE

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

The anticipated schedule is as follows:

<b>RFP Issued</b>	<b>October 23, 2024</b>	
<b>Pre-Proposal Conference</b>	<b>October 31, 2024</b>	<b>10:00 AM CT</b>
<b>Inquiry Period Ends</b>	<b>November 4, 2024</b>	<b>5:00 PM CT</b>
<b>Proposal Due Date</b>	<b>November 13, 2024</b>	<b>2:00 PM CT</b>
<b>Planned Contract Award</b>	<b>January 2025</b>	

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

### 3.4 PRE-PROPOSAL CONFERENCE

There will be a non-mandatory pre-proposal conference at 10:00 AM on **October 31, 2024**, via Microsoft Teams. The invitation is as follows:

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 245 295 720 962

Passcode: QTYkZW

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Dial in by phone

[+1 903-508-4574,,312866168#](#) United States, Tyler

[Find a local number](#)

Phone conference ID: 312 866 168#

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

Questions arising subsequent to the issuance of this solicitation will be received until 5:00 PM CT on **November 4, 2024**, and must be submitted electronically to [www.publicpurchase.com](http://www.publicpurchase.com). Questions received after this time may not be answered in sufficient time to benefit the vendor in preparing a proposal. General questions about the process may be answered directly to the inquirer. Any questions of a material nature that require clarification of, or

additional information added to, the solicitation will be published via addenda posted to the Public Purchase website and available for viewing of all registered participants.

Proposers are responsible for reviewing the solicitation posting on the website [www.publicpurchase.com](http://www.publicpurchase.com) for any updates related to this RFP prior to the closing date.

### 3.6 PROPOSAL SUBMISSION

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

Submission of your proposal must be through uploading the proposal via Public Purchase website no later than **2:00 PM CT on November 13, 2024**, the proposal due date. Proposals shall be made in English in a searchable PDF format. It is your responsibility to ensure that the proposals are properly uploaded as described above by the designated due date and time. NCTCOG assumes no responsibility for delays caused by any reason. Late proposals will not be accepted nor considered. Proposals may be withdrawn at any time prior to the submittal deadline, but they may not be withdrawn after the official opening.

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

### 3.7 PUBLIC OPENING

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

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

The opening will be on Microsoft Teams as follows:

---

**Microsoft Teams** [Need help?](#)

[Join the meeting now](#)

Meeting ID: 286 313 154 943

Passcode: KiM8SC

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**Dial in by phone**

[+1 903-508-4574,,364722930#](#) United States, Tyler

[Find a local number](#)

Phone conference ID: 364 722 930#



## **SECTION 4: EVALUATION AND AWARD**

### **4.0 TIME FOR EVALUATION**

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

### **4.1 EVALUATION PROCESS**

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

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

### **4.2 BAFO AND CLARIFICATION REQUESTS**

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

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

### **4.3 ORAL PRESENTATIONS**

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

### **4.4 AWARD OF THE CONTRACT**

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

#### 4.5 PROPOSAL EVALUATION CRITERIA

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

Pass/Fail Criteria	Description	Percentage Points
<i>Key Personnel</i>	Points will be awarded on a pass/fail basis for the <u>clear inclusion</u> of the required components of <i>Key Personnel</i> information, as outlined in greater detail in <b>Section 6.0</b> .	Pass/Fail – 5%
<i>References</i>	Points will be awarded on a pass/fail basis for the <u>clear inclusion</u> of the required information regarding <i>References</i> , as outlined in greater detail in <b>Section 6.0</b> .	Pass/Fail - 5%
<b>Weighted Scoring Criteria</b>		<b>Weighted Maximum Percentage Points</b>
<i>Project-Related Experience and Qualifications</i>	Points will be awarded based on the <u>clear inclusion and quality of response</u> of response regarding the required information regarding <i>Project-Related Experience and Qualifications</i> , as outlined in greater detail in <b>Section 6.0</b> .	20%
<i>Technical Proposal</i>	Points will be awarded based on the <u>clear inclusion and quality of response</u> regarding the required details of the <i>Technical Proposal</i> , as outlined in greater detail in <b>Section 6.0</b> .	50%
<i>Proposal Pricing</i>	Points will be awarded based on responses to <i>Exhibit 1 &amp; 2 - Pricing</i> , as outlined in greater detail in <b>Section 6.0</b> .	20%
<b>TOTAL POSSIBLE PERCENTAGE POINTS</b>		<b>100%</b>
<b>Additional Points Criteria</b>		<b>Additional Points</b>
<i>Proof of HUB Certification</i>	Points will be awarded upon submission of <u>proof of certification</u> as a Historically Underutilized Business (HUB), Minority, Women-Owned or Disadvantaged Business Enterprise.	5 points

## SECTION 5: SPECIFICATIONS

### 5.0 SCOPE OF WORK

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

**Service Category #1: Automatic Gate Maintenance and Repair Services**

**Service Category #2: Parts: Service, Replacement, and Spare Parts**

**Service Category #3: Other Ancillary Goods or Services**

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

### 5.1 BACKGROUND

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

### 5.2 DEFINITIONS

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

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

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

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

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

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

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

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

### 5.3 CONTRACTOR QUALIFICATIONS

The Contractor shall:

**5.3.1** Have a minimum of five (5) years of continuous, demonstrable experience in performing automatic gate maintenance, inspection, modernization, replacement and repairs. Offeror shall attach documentation with the offer package demonstrating this requirement.

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

## 5.4 CONTRACTOR REQUIREMENTS

The Contractor shall:

- 5.4.1 Provide all necessary equipment and tools to safely test, service, and repair the automatic gates (both slide and swing style gate systems) and maintain an adequate number of qualified gate technicians to perform scheduled and unscheduled maintenance services as specified in this Scope of Work.
- 5.4.2 Provide and maintain a telephone dispatch system that is operational twenty-four (24) hours a day, seven (7) days per week, and 365-Days per year (including holidays). Telephone answering machines do not meet the requirements of this paragraph.
- 5.4.3 Understand and agree that the scheduling of events at Customer facilities takes precedence over any scheduled maintenance and repair services agreed to by the Customer Manager or Customer Designee and the Contractor. The Contractor shall not hold the Customer liable, financially or otherwise, if the Customer needs to reschedule services with the Contractor due to changes in the schedule of events at a Customer facility. The Customer Manager or Customer Designee will make every reasonable effort to immediately notify the Contractor of changes in the Customer's schedule of events which may have an impact on scheduled services.
- 5.4.4 Provide all applicable permits, labor, supervision, equipment, materials, tools, instruments, diagnostic software, incidentals, expendable items, personnel protective equipment, and transportation required for proper execution and completion of maintenance, repair, and replacement services provided under this Scope of Work. The materials and services provided by the Contractor shall comply with all current Federal, State and local laws, and Customer ordinances, rules and regulations.
- 5.4.5 Provide diagnostic equipment and other similar equipment, tools and resources which are required to diagnose and perform the work required in this Scope of Work.
- 5.4.6 Repair all automatic gates (both slide and swing style gate systems), components, and associated equipment so that the automatic gates operate to the original manufacturers' performance specifications for the automatic gates and associated equipment.
- 5.4.7 Be responsible for ensuring services conducted on or around Customer property is performed in a safe, courteous, and professional manner with proper signs posted.
- 5.4.8 Be responsible for not leaving any tools, parts, supplies unattended in the public area at any time while performing work on Customer property.
- 5.4.9 Provide repair, maintenance, replacement and installation services at the request of the Customer Manager or Customer Designee.
- 5.4.10 Perform all repairs and maintenance operations in a manner which minimizes adverse impact to vehicular and/or pedestrian traffic.
- 5.4.11 Notify the Customer immediately of any occurrence and/or condition that interferes with the full performance of the contract and confirm services are completed, in writing, within twenty-four (24) hours or the next business day.

- 5.4.12 Be responsible for repairs or replacements to damage done to property or equipment as a direct result of the Contractor's or subcontractor's actions.
  - 5.4.12.1 The Contractor and/or his employees shall notify the Customer Manager or Customer Designee within twenty-four (24) hours or the next business day, of any damage to Customer property.
  - 5.4.12.2 The Contractor shall make repairs or replacement to the satisfaction of the Customer Manager or Customer Designee or no cost to the Customer.
  - 5.4.12.3 The Customer may, however, at its sole discretion, elect to make repairs or replacements of damaged property and deduct the cost from any payments owed to Contractor to recover costs if no payments are owed.
- 5.4.13 Be responsible for the immediate clean-up of the work area and the removal of debris. Cleaning of the work area shall be subject to the Customer Manager or Customer Designee's inspection and approval.
- 5.4.14 Notify the Customer Manager or Customer Designee with an estimated time of arrival at least one (1) business day prior to beginning the work at the Customer location, or at a time mutually agreed to between the Contractor and the Customer Manager or Customer Designee.
- 5.4.15 Provide a work order ticket to the Customer Manager or Customer Designee detailing all maintenance and/or repairs performed. The work order ticket shall be signed by the Customer Manager or Customer Designee immediately upon completion of services.
- 5.4.16 Maintain the efficiency, safety and rated opening and closing speeds for each gate unit in accordance with the manufacturer's specification delete codes.
- 5.4.17 Only use parts, materials, equipment and chemicals that comply with manufacturer's specifications and standard industry practice when servicing any Customer parts and/or equipment.
- 5.4.18 Purchase and maintain any special tools that the contractor needs at the contractor's expense.
- 5.4.19 Single Point of Contact: Provide a Single Point of Contact (SPOC) to include their office phone number, email address, and cell phone number to the Customer Manager or Customer Designee.
  - 5.4.19.1 The SPOC shall be English-speaking, skilled, knowledgeable, and experienced in providing the types of services listed in this Scope of Work.
  - 5.4.19.2 The SPOC shall have the authority to dispatch and shall have full decision-making authority for all services provided under this Scope of Work.
  - 5.4.19.3 The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays.
  - 5.4.19.4 The SPOC shall not be changed or removed from the project without prior written consent from the Customer Manager or Designee.
  - 5.4.19.5 During times the SPOC is unavailable (due to vacation, travel, sick, etc.), the Contractor shall provide a designee for the SPOC, in writing, in advance to the Customer Manager or Customer Designee. The SPOC's designee shall meet the same requirements as specified for the SPOC within this SOW and shall have the same authority as the SPOC.

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

**5.5.1 Normal Business Hours:**

- 5.5.1.1 Unless specifically mutually agreed upon and updated in writing, perform all as-need quarterly preventive maintenance services during normal business hours which are designated as Monday through Friday from 7:00 a.m. to 5:00 p.m. CST, and does not include Customer observed holidays.
- 5.5.1.2 Respond to scheduled quarterly preventative maintenance services during normal business hours, unless otherwise requested by the Customer Manager or Customer Designee.

- 5.5.1.3 Respond to and be at the specified location, within two (2) hours from the time the service request is received from the Customer Manager or Customer Designee.
- 5.5.1.4 Notify the Customer Manager or Customer Designee within one (1) hour of the service request if the Contractor cannot meet the specified response time. If approved by the Customer Manager or Customer Designee, the Contractor shall coordinate and reschedule a time convenient and feasible to meet the Department's needs.
- 5.5.1.5 Arrive on site to a normal callback with a maximum of four (4) hours from the time the service request was made or as otherwise directed by the Customer Manager or Customer Designee.
- 5.5.1.6 Arrive on site to an urgent callback within a maximum of two (2) hours from the time the service request was made or as otherwise directed by the Contract Manager.

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

- 5.5.2.1 Unless specifically mutually agreed upon and updated in writing by Customer, perform all as-needed preventive maintenance services during non-regular hours, designated as Monday through Friday, between the hours of 5:01 p.m. to 6:59 a.m. CST, weekends and Customer observed holidays.
- 5.5.2.2 Provide equipment and perform maintenance/repair services upon arrival at a specified location.
- 5.5.2.3 Respond to after hours, weekend and holidays within four (4) hours from the time the service request is received from the Customer Manager or Customer Designee.
- 5.5.2.4 Notify the Customer Manager or Customer Designee within one (1) hour of the receipt of the service request if the Contractor cannot meet the specified response time. If approved by the Customer Manager or Customer Designee, the Contractor shall coordinate and reschedule a time convenient and feasible to meet the Department's needs.
- 5.5.2.5 Complete scheduled/preventative repairs within seven (7) business days. If the Contractor is unable to complete the scheduled repairs within seven (7) business days, the Contractor shall give written notice to the Customer Manager or Customer Designee.
- 5.5.2.6 Not invoice the repair rate for non-regular business hour rate for services unless requested and approved in writing by the Customer Manager or Customer Designee prior to starting the work.
- 5.5.2.7 Not have employees work overtime unless requested and approved by the Customer Manager or Customer Designee. The Customer will not pay more than 1.5 of the hourly rates.

**5.6 SERVICE REQUIREMENTS**

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

The Contractor shall:

- 5.6.1.1 Provide all equipment, materials, labor, tools specialized equipment, incidentals, expendable items, personnel protective equipment and transportation necessary for proper execution and completion of the quarterly preventive maintenance services at the request of the Contract Manager or Department Designee.
- 5.6.1.2 Provide recommendations to the Customer Manager or Customer Designee for the purpose

of identifying the existence of any potential hazards, injury, and/or possible equipment failure and the potential for untimely replacements, and information impacting the performance and life of parts and equipment when equipment is serviced based on schedule or unscheduled work.

- 5.6.1.3** Perform non-urgent repair services on an as-needed basis as requested by the Customer Manager or Customer Designee.
- 5.6.1.4** Confirm repair service requests within two (2) business hours by phone or email to the Customer Manager or Customer Designee. Complete the repair services within two (2) business days of the service request, or a time mutually agreed upon between the Contractor and Customer Manager or Customer Designee.
- 5.6.1.5** Perform maintenance on both slide and swing style gate systems and components to include:
  - 5.6.1.5.1** Inspecting the entire gate and mechanism prior to beginning repairs to ensure that no other repairs are required.
  - 5.6.1.5.2** Inspecting each gate and its component parts according to the maintenance schedule for each type of gate and controller/manufacture.
  - 5.6.1.5.3** Adjusting, lubricating, cleaning, and repairing or replacing any parts and mechanisms as necessary to keep the gate in proper and safe operating condition.
  - 5.6.1.5.4** Repairing all automatic gates, components, and associated equipment so that they operate to the original manufacturers' performance specifications for the gates and associated equipment described.
  - 5.6.1.5.5** Maintaining, repairing and/or replacing all components required to ensure proper and complete operability of the Customer equipment. Maintenance, repair, replacement and installation services shall include, but not limited to the following:
    - a. Hydraulic pumps;
    - b. Pump motors;
    - c. Pump seals;
    - d. Pinch wheels;
    - e. Limit switches;
    - f. Stop locks;
    - g. Circuit boards;
    - h. Loop detectors;
    - i. Hydraulic oil replacement;
    - j. Adjust flow control valve;
    - k. Chain adjustments;
    - l. Belts;
    - m. Clutch adjustments;
    - n. Pulleys;
    - o. Swing arm replacement; and
    - p. As needed welding services for tracks, chain yokes, pivot point on arms, hinges
- 5.6.1.6** Contractor shall perform miscellaneous services only after the Customer Manager or Customer Designee authorizes such services in writing, by issuance of an order by the participating Customer. These related services shall be performed in accordance with all provisions of this IFB.
- 5.6.1.7** Submit a written itemized quote that describes the repair, the cost of parts and the labor, within one (1) business day of request, to the Customer Manager or Customer Designee for approval, prior to starting work.

- 5.6.1.8 Invoice for repair services per the correct hourly bid rate listed on Exhibit 1 - Proposal Price Worksheet for labor service and percentage discount bid off the manufacture suggested retail price for replacement parts.
- 5.6.1.9 If the Contractor and the Customer Manager or Customer Designee mutually agree that if a callback to repair an inoperable automatic gate is a result of an accident or vandalism caused by others and is not due to the Contractor's workmanship, then the repairs shall be billed at the Hourly Labor Rate per Exhibit 1 - Proposal Price Worksheet.

## 5.6.2 Routine and Preventive Maintenance Services:

The Contractor shall:

- 5.6.2.1 Coordinate with the Customer Manager or Customer Designee to schedule any routine and preventative maintenance services. The automatic access gate and related equipment at each Customer location, the preventative/scheduled maintenance checks and maintenance service schedule shall be determined and approved in writing, by the Customer Manager or Customer Designee.
  - 5.6.2.1.1 The routine and preventative maintenance service schedule, including the frequency or number of hours for onsite preventative maintenance, may be revised on an as-needed basis, as required by the Contract Manager or Department Designee, at the Contractor's recommendation, by individual/specific equipment, or to account for events and activities taking place at Customer locations. Any changes to the preventative maintenance schedule shall be agreed to in writing by the Customer Manager or Customer Designee. Under no circumstances shall the Contractor adjust or modify the preventative maintenance service schedule, the frequency, or number of hours for onsite preventative maintenance without prior written approval from the Customer Manager **or Customer Designee.**
  - 5.6.2.1.2 Routine and preventative maintenance services shall meet or exceed the manufacturers recommended requirements, or at least be performed once a year to ensure the gates operate at maximum efficiency levels if a manufacturer's preventative maintenance service schedule is not available.
- 5.6.2.2 Provide full preventative maintenance services to the automatic gates, to include the repair and/or replacement of all parts as required due to normal wear and tear, including but not necessarily limited to:
  - 5.6.2.2.1 Regular and systematic testing of all mechanical gate associated component parts, equipment, and trim.
  - 5.6.2.2.2 Adjusting, lubricating, cleaning, and repairing or replacing any parts and mechanisms as necessary to maintain the gates and equipment are in proper and safe operating condition.
  - 5.6.2.2.3 Inspecting that the equipment efficiency, safety, and rated opening and closing speeds for each gate unit are maintained in accordance with the manufacturer specifications deleted code(s).
  - 5.6.2.2.4 Examining, maintaining, and restoring all safety devices and governors for each gate. Gate safety devices and/or governors shall never be left in a bypassed state.
  - 5.6.2.2.5 Inspecting the mechanical, electrical, and electronic systems including the motor controls and secondary breakers serving the motor controls up to the main disconnects in primary switchboards.
- 5.6.2.3 Complete work per the approved routine and preventative maintenance schedule, within seven (7) business days. If the Contractor is unable to complete the scheduled repairs within seven (7) business days, the Contractor must notify and give written notice to the Customer Manager or Customer Designee.



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

### **5.6.3 Repair Services:**

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

#### **5.6.3.1 Expedited Services**

- 5.6.3.1.1 The Customer may require the Contractor to respond to Expedited Service Requests. The Customer shall have the sole and final authority in determining when services will be designated as Expedited Services.
- 5.6.3.1.2 Expedited Services shall be available 24-Hours a day, 365-Days a year and shall be billed in accordance with the hourly rates of either Regular Hours or Non-Regular Hours per Exhibit 1 - Proposal Price Worksheet, based on the time of day Expedited Services are provided.
- 5.6.3.1.3 For each Expedited Service request, the Customer Manager or Customer Designee will request Expedited Services (each instance, a "Notification") and Contractor shall respond/acknowledge to an Expedited Service request within 30-Minutes and be onsite within two (2) hours of Notification by the Customer Manager or Customer Designee. Response time shall begin from the time the call is made to the time the Contractor's technician signs in at the facility. The Contractor shall provide an Expedited Services cost estimate with an estimated completion time to the Customer Manager or Customer Designee within two (2) hours of Notification. The Customer Manager or Customer Designee and Contractor may mutually agree that a verbal cost estimate for Expedited Services will meet the needs of the Customer. Verbal estimates shall not release the Contractor from its responsibilities as described by the terms of this Contract.
- 5.6.3.1.4 The Contractor shall provide the Customer Manager or Customer Designee, a completed Expedited Services Summary of services provided within one (1) week. The Expedited Services Summary shall include:
  - a. The location of the services,
  - b. Type and description of services performed,

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

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

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

### **5.6.3.2 Emergency Service**

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

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

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

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

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

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

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

### 5.6.3.3 Urgent Repair Services

- 5.6.3.3.1** The Customer may require the Contractor to respond to Urgent Repair Service Requests. The Customer shall have the sole and final authority in determining when services will be designated as Urgent Repair Service.
- 5.6.3.3.2** Urgent Repair Service shall be available 24-Hours a day, 365-Days a year and shall be billed in accordance with the hourly rates of either Regular Hours or Non-Regular Hours per Exhibit 1 - Proposal Price Worksheet based on the time-of-day Urgent Repair Service are provided.
- 5.6.3.3.3** For each Urgent Repair Service Request, the Customer Manager or Customer Designee will request Urgent Repair Service (each instance, a "Notification") and Contractor shall respond/acknowledge to Urgent Repair Service request within 30-Minutes and be onsite within two (2) hours of Notification by the Customer Manager or Customer Designee. Response time shall begin from the time the call is made to the time the Contractor's technician signs in at the facility. The Contractor shall provide an Urgent Repair Service cost estimate with an estimated completion time to the Customer Manager or Customer Designee within two (2) hours of Notification. The Customer Manager or Customer Designee and Contractor may mutually agree that a verbal cost estimate for Urgent Repair Service will meet the needs of the Customer. Verbal estimates shall not release the Contractor from its responsibilities as described by the terms of this Contract.
- 5.6.3.3.4** The Contractor shall provide the Customer Manager or Customer Designee, a completed Urgent Repair Service Summary of services provided within one (1) week. The Urgent Repair Service Summary shall include:
- a. The location of the services,
  - b. Type and description of services performed,
  - c. An itemized cost of labor and parts (based on prices established in the Contract), and
  - d. List of material-handling equipment rental(s) needed to complete the service (if applicable).
- 5.6.3.3.5** During Urgent Repair Service, all other provisions of this Contract shall apply.
- 5.6.3.3.6** If additional services are required after the Urgent Repair Service is completed, those services shall be provided in accordance with the terms and conditions of this Contract and as outlined in this Scope of Work.

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

## 5.7 NEW INSTALLATION AND REPLACEMENT PARTS

The Contractor shall:

- 5.7.1** Maintain and repair all gates so that the gates operate to the original manufacture's performance specifications and associated equipment.

- 5.7.2** Furnish all equipment, labor, delivery of all parts, materials, tools, and transportation necessary for proper execution and completion of maintenance and repair services in accordance with the requirements specified in this scope of work. The Contractor shall maintain or have immediate access to material, parts and equipment necessary to provide services to the Customer.
- 5.7.2.1** Use parts, lubricants, and chemicals associated with the maintenance of the electric gates meet the manufacture's specifications and standards for the type of gates at the locations.
  - 5.7.2.2** Replace all worn, failed, or suspect to failure/identified as intermittently working parts under the Routine Maintenance and Repair Programs.
  - 5.7.2.3** Be responsible for ensuring all parts are new, unused, and meet all applicable OEM standards.
  - 5.7.2.4** Provide replacement parts, to include complete installation of a new automatic gate system.
  - 5.7.2.5** Replace all worn, failed, or suspect to failure/identified as intermittently working parts under the Routine Maintenance and Repair Services.
  - 5.7.2.6** Be responsible for ensuring all parts are new and meet all applicable Original Equipment Manufacturer standards.
- 5.7.3** Maintain, at Contractor's cost, an adequate inventory of replacement parts to ensure minimal down time during the maintenance and repair of the gates at no cost to the Customer. The Customer estimates that an adequate parts inventory will cover four (4) weeks of repairs. The Contractor and the Customer Manager or Customer Designee will mutually agree on what an adequate parts inventory is based on the doors in use at Customer locations within five (5) days of contract award.
- 5.7.4** Ensure all replacement parts and lubricants are of the same or higher quality and are the same manufacturing design as the parts and lubricants being replaced.
- 5.7.4.1** Replacement parts may be new or reconditioned to the original manufacturers' specifications with prior written approval from the Customer Manager or Customer Designee.
  - 5.7.4.2** If an automatic gate component becomes obsolete and a new replacement Original Equipment Manufacturer part is not available, the Contractor may provide rebuilt Original Equipment Manufacturer parts or use a compatible part for a different manufacturer with prior written approval from the Customer Manager or Customer Designee. The rebuilt or reconditioned parts shall be equal in quality, operation, and performance to original parts and free from defects.
  - 5.7.4.3** When non-stocked replacement parts are required for a repair service, the Contractor shall provide and install non-stocked replacement parts within two (2) weeks after repair request made by the Customer Manager or Customer Designee. The Contractor must notify the Contractor and Customer Manager or Customer Designee if the two (2) week timeframe cannot be met.
- 5.7.5** Provide repair parts and materials at a percentage discount from the published price list or materials catalog. The percentage discount shall be in accordance with the Exhibit 1 - Proposal Price Worksheet. All line-item charges for parts and materials will be verified by the Customer Manager or Customer Designee
- 5.7.6** Invoice parts and components used at the percentage discount off the manufacturer suggested retail price list or catalog, as indicated on Exhibit 1 - Proposal Price Worksheet.

- 5.7.7 Be responsible for ensuring that all parts, lubricants, and chemicals associated with the maintenance of the electric gates meet the manufacture's specifications and standards for the type of gates at the locations.
- 5.7.8 Replace all worn, failed, or suspect to failure/identified as intermittently working parts under the Routine Maintenance and Repair Programs.
- 5.7.9 Be responsible for ensuring all parts are new, unused, and meet all applicable OEM standards.
- 5.7.10 It is intended that the manufacturer in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the item(s) will be subjected. Component parts shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification. All parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards.

## **5.8 PERSONNEL**

The Contractor shall:

- 5.8.1 Be responsible for providing all personnel with a uniform, necessary safety equipment and a company issued badge with photo. Uniforms shall be alike and shall have the Contractor's and employee's names clearly displayed on the front of the shirt and seasonal outerwear. Contractor and subcontractor personnel are required to wear badges while on Customer property.
- 5.8.2 Be responsible for providing all personnel the required protective equipment when servicing Customer equipment, or required based on the environment, or as required by department policy.
- 5.8.3 Be responsible for immediately removing any employee or representative from the Customer property or facilities, if the Customer Manager or Customer Designee notifies the Contractor that any employee(s) or representative of Contractor is (while providing services on Customer property or at Customer facilities) incompetent, disorderly, abusive, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Texas law, or has possessed or was under the influence of alcohol or drugs on the job,
  - 5.8.3.1 The Contractor shall not assign such employee to a Customer work order/job without the Customer Manager or Customer Designee's prior written consent.
  - 5.8.3.2 The Contractor's employees are required to maintain good discipline while performing services for the Customer.
- 5.8.4 Be responsible for ensuring that all personnel maintain all applicable certifications that are required to perform the services specified in this IFB and they are continuously trained to meet the latest technology and industry standards. The Contractor shall submit proof of personnel training and experience within one (1) week as requested by the Customer Manager or Customer Designee.
- 5.8.5 Be responsible for ensuring all personnel meet all applicable certification requirements of any regulatory agency having jurisdiction.

## **5.9 DISPOSAL OF PARTS, NON-HAZARDOUS AND HAZARDOUS MATERIALS**

The Contractor shall:

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

- 5.9.2 Be responsible for not storing worn or defective parts on Customer premises at the end of the workday unless otherwise specified and approved by the Customer Manager or Customer Designee.
- 5.9.3 Immediately notify the Customer Manager or Customer Designee of any suspected hazardous materials encountered before or during performance of work and shall take all necessary precautions to avoid further disturbance of the materials. The Customer will be responsible for any hazardous material uncovered or revealed at the site which was not shown, indicated or identified.
- 5.9.4 Coordinate the timing and transportation of equipment or potentially hazardous materials to the work area. If transportation through the interior of a facility is required, the Contractor shall take every precaution to ensure public safety. Under no circumstances shall the Contractor transport equipment or hazardous materials through the interior of a facility without prior coordination with the Customer Manager or Customer Designee
- 5.9.5 Maintain and provide, as requested, by the Customer Manager or Customer Designee a documented audit trail of the disposal of hazardous waste material.

## **5.10 PLANS AND REPORTS**

### **5.10.1 Inspection Plan**

The Contractor shall:

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

### **5.10.2 Reports**

The Contractor shall:

- 5.10.2.1 Develop and maintain sortable electronic records of all inspections, preventative maintenance, and repair visits on all automatic gate systems and equipment.
- 5.10.2.2 Provide a monthly report within two (2) business days upon request of the Customer Manager or Customer Designee.
- 5.10.2.3 Be responsible for correcting any discrepancies in the report within two (2) weeks of notification by the Customer Manager or Customer Designee
- 5.10.2.4 Maintain proof of all labor, material and equipment charges and submit the information upon request of the Contract Manager or Department Designee. Documentation shall include but not necessarily be limited to: copies of employee timesheets, payroll records, bank statements, which shall be submitted for inspection, copies of suppliers' invoices, properly dated, and itemized by line itemized in each job performed for the Customer.
- 5.10.2.5 Provide maintenance records within 15-Calendar days after the end of each quarter or as requested by the Customer Manager or Customer Designee.
- 5.10.2.6 Document each service request or delivery order with a legible written checklist/service ticket, after the repairs are complete and submit to the Customer Manager or Customer

Designee upon completion of service. The format of the service ticket must be agreed upon by the Contract Manger or Department Designee. The service ticket must include the following at a minimum:

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

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

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

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

## **5.11 SAFETY**

The Contractor shall:

**5.11.1** Be responsible for complying with all applicable OSHA safety requirements <http://www.osha.gov/> and Customer rules and practices, including directives issued by the Customer Manager or Customer Designee while on Customer property.

**5.11.2** Be responsible for notifying the Customer Manager or Customer Designee immediately of any existing or potentially unsafe condition, accident, or injury. A written summary/report of any situation or condition shall be submitted to the Customer Manager or Customer Designee within one (1) calendar day of such verbal notification.

**5.11.3** Be responsible for ensuring the safety of their employees, Customer employees, and the general public during the performance of all services under this contract. The Contractor shall ensure that its personnel are fully and properly equipped and trained to perform the services promptly and safely.

**5.11.4** Be responsible for furnishing documentation, upon request by Customer Manager or Customer Designee, of the completion of the approved safety training of equipment operators and other personnel. The safety training shall comply with all OSHA requirements <http://www.osha.gov/>. The Customer Manager or

Customer Designee reserves the right to inspect all areas for safety violations at its discretion, direct the contractor to make immediate improvement of necessary conditions and/or procedures, and/or stop the work if other hazards are deemed to exist.

- 5.11.5** Be responsible for ensuring that the contractor's vehicles or private vehicles by the contractor's employees on or about the property shall conform to posted regulations and safe driving practices. Aisles, passageways, alleyways, entrances or exits to fire protection equipment must be kept unobstructed at all times.
- 5.11.6** Be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the contract.
- 5.11.7** Be responsible for taking all necessary precautions for safety, and shall provide reasonable protection to prevent damage, injury or loss to persons, properties, equipment and vehicles. The Contractor shall barricade the entrance and exit ways of gates that are out of service. Barricades shall be sufficient to prevent use of the equipment and prevent unauthorized entry in the work area.
- 5.11.8** Submit a copy of the safety and protection plan/program that complies with all safety, environmental protection, property protection and health provisions, upon request of the Customer Manager or Customer Designee.
- 5.11.9** Be responsible for complying with all applicable federal, state, and local environmental protection laws, regulations, and standards. The Contractor shall comply with any other statutory requirements for clean air, clean water, toxic substances control, pollution control, resource conservation and recovery. All environmental protection matters, or questions shall be coordinated with the Customer Manager or Customer Designee.
- 5.11.10** Be responsible for the enforcement of all safety requirements for any work performed under the awarded contract. If the Contractor fails or refuses to promptly comply with safety requirements, the Customer Manager or Customer Designee may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order shall be made the subject of a claim for extension of time or for excess costs or damages to Contractor.

## **5.12 TRANSPORTATION AND PARKING**

- 5.12.1** The Contractor shall provide all transportation required to perform the work.
- 5.12.2** The Contractor shall park all vehicles in areas designated by the Customer at the Contractor's expense, if any.
- 5.12.3** The Contractor shall ensure Contractor vehicles are clearly marked with the Contractor's or subcontractor's name on both sides of each vehicle. Magnetic signs are acceptable.
- 5.12.4** The Contractor shall not charge separately for administrative, overhead, per diem and transportation (i.e. mileage and fuel) costs. These expenses shall be included in the hourly proposed rates (Exhibit 1 - Proposal Price Worksheet).

## **5.13 WARRANTY**

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

## **5.14 CUSTOMER'S RESPONSIBILITIES**



- 5.14.1** The Customer Manager or Customer Designee may dismiss any Contractor or subcontractor employee whose actions do not conform to the requirements of this IFB or conduct that the Customer Manager or Customer Designee deems unsafe or improper. Contractor or subcontractor personnel dismissed for any reason, shall not return to any Customer property without the prior written consent of the Customer Manager or Customer Designee.
- 5.14.2** The Customer reserves the right to request new gates, add, delete, or move gates to an annual preventative/scheduled maintenance schedule at any time throughout the term of the contract, and may request that the contractor conduct a necessary preliminary gate assessment.
- 5.14.3** The Customer Manager or Customer Designee will provide a Delivery Order to the Contractor to begin servicing any Customer equipment. The Customer Manager or Customer Designee will provide gate location and a general description of anticipated service needs at the time service request is made on the Delivery Order.
- 5.14.4** The Customer Manager or Customer Designee will provide access information and instructions for accessing Customer property, before the Contractor begins servicing Customer equipment, to include instructions and any specific requirements at the time the service is scheduled.
- 5.14.5** The Customer Manager or Customer Designee will issue security badges, if needed, to the Contractor and subcontractor(s) while they are onsite. The Customer Manager or Customer Designee will be responsible for obtaining badges and providing the Contractor instructions on security and/or other protocols prior to servicing Customer equipment.
- 5.14.6** The Customer will provide light, water, and electric to Customer as necessary to enable the contractor to provide the services described in this document. The Contractor shall use these utilities only to perform its contractual duties.
- 5.14.7** The Customer Manager or Customer Designee will provide the Contractor with any available automatic gate operations and maintenance manuals, including the most current drawings and wiring diagrams, in the Customer's possession. The Contractor shall be responsible for obtaining all other information and data necessary to perform required repair and maintenance within 30-Days after contract execution.
- 5.14.8** The Customer Manager or Customer Designee will provide the Contractor with name(s) of personnel authorized to order services. The Customer Manager or Customer Designee may elect to hire other contractors for major modifications to automatic gates as deemed necessary by the Customer Manager or Customer Designee. If any service schedules are affected by these major modifications, the Contractor and Customer Manager or Customer Designee will mutually agree on an adjusted schedule. The Contractor will be given the chance to inspect the major modifications before resuming the preventative maintenance activities under this Contract. If deficiencies are found during the inspection, the Contractor and Customer Manager or Customer Designee will mutually agree on a resolution to address these deficiencies prior to the Contractor resuming services for that door. Final approval of major modifications rests solely with the Customer Manager or Customer Designee.
- 5.14.9** The Customer Manager or Customer Designee will notify the Departments and Customer personnel if/when automatic access gate or any related components will be inoperable and/or inaccessible during normal business hours and they will be responsible for communicating the estimated time for equipment restoration.
- 5.14.10** The Customer Manager or Customer Designee will provide written request for inventory parts.
- 5.14.11** The Customer Manager or Customer Designee will verify Contractor's technician's experience throughout the term of the Contract.

## 5.15 OMISSIONS

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

## 5.16 OTHER REQUIREMENTS

### 5.16.1 Objectives.

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

### 5.16.2 Service Area.

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

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

### 5.16.3 Service Category Offer.

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

## 5.17 CONTRACT TYPE

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

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

## 5.18 CONTRACT TERM

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

## 5.19 CATALOGS

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

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

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

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

## 5.20 QUALITY

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

## 5.21 NEW GOODS AND SERVICES

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

## 5.22 ALL OR NOTHING AWARD

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

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

## 5.23 PRICING

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

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

### 5.23.1 Catalog Pricing:

- Discount – Responding Offerors are requested to submit a proposal that will contain specific goods or services that would qualify under the Categories listed. A minimum percentage discount is to be stated for each Category. This is commonly referred to as "discount pricing". This is the recommended method.

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

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

Changes to a percentage discount catalog that add, modify, or delete items during the term of the contract are allowed at any time and without prior approval by NCTCOG. However, the minimum percentage

discount list price is fixed and may only change through execution of a contract amendment. The awarded Contractor however does have the option to allow a greater percentage discount when negotiating a purchase with the Customer.

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

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

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

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

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

Any good or service not specifically listed on the awarded unit price catalog is ineligible under the contract except under Category “Optional Ancillary Goods and Services”. These optional items, which are priced as a discount off of list price, may be only sold in companion with other scheduled goods and services specifically stated in the catalog under one of the other Categories. The total dollar value of these Optional Goods and Services category items may not exceed 25% of the order to be placed.

### **5.23.2 General Proposal Information**

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

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

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

NOTE: Only goods or services categories that have pricing submitted in the proposal (either by unit cost or percentage discount off of list) are eligible for purchase through a contract award. You may propose pricing

in a manner that works best for you to prepare your customized quotes to customers, but the pricing must be stated in such a manner that must be capable of audit by the customer.

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

**5.23.3 Exhibit 1 Categories Offered** – All bidders must complete this form to indicate which categories they are offering in their proposal. Check the appropriate box. If you are offering an “Other Ancillary Good or Service”, you must list those goods and services under this Category in order for the goods or services to be considered for award. Failure by the responding vendor to submit the clarifications by the deadline requested may result in disqualification of the proposal.

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

**5.23.4 Market Basket - For Evaluation Purposes Only (If Required).**

**FOR EVALUATION PURPOSES ONLY:** Respondents are asked to fill out and return a copy of the Sample Market Basket Pricing Form, included as **Exhibit 2** in this RFP package. This item is used to evaluate a Respondent’s ‘best value’ as opposed to raw percentage discounts and is what is used to score your proposed pricing. This item will not be considered or used beyond evaluation purposes. Respondents are not required to fill out the entirety of the form – e.g., if a Respondent does not offer all of the items listed, they are asked to only fill out those that they do provide.

**Responses are encouraged from vendors who can only provide a handful of products. Respondents are not expected to be able to provide the entirety of the desired goods, though are welcome to if they are able.**

**5.23.5 Price Escalation/De-escalation.**

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

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

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

**5.23.6 Sales Tax & Freight.**

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

## SECTION 6: HOW TO SUBMIT YOUR PROPOSAL

### 6.0 INSTRUCTIONS FOR RESPONDENTS

Please provide a written response regarding ability to meet each requirement as outlined in the Specifications (Section 5). Include any additional pertinent information on how your proposed solution meets each requirement. Provide any pertinent additional functionality and/or services not outlined in the Scope of Work that you wish to offer.

**Important Note: Your proposal must consist of your responses to the Required Response Information outlined below and completed Attachments I-X.**

#### **Required Response Information**

Each section of information should be *clearly defined* using the following section or heading titles:

##### ***1. Certificate of Offeror and Statement of Understanding***

The initial submission pages of your proposal will consist of:

1. Addenda acknowledgement and signature of authorized representative (page 1 of this solicitation document)
2. A brief statement of the respondent's understanding of the work to be done or desired deliverables requested in the solicitation.

##### ***2. Key Personnel***

If applicable in providing services under this contract, attach statements of qualifications or resumes for all **managers, supervisors, and other team members** who will be involved in the management of the delivery of goods or services under this RFP. Please reference which staff possess the requested security certificates referenced in Section 5.0.

##### ***3. References***

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

##### ***4. Project-Related Experience and Qualifications***

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

Provide a written response regarding **organization's and/or individual's** ability to meet each requirement as outlined in the Scope of Work (Section 5.0). Include a brief statement of the respondent's background, including years in business, for the requested services and any additional pertinent information on how your proposed solution meets each requirement. Provide any pertinent additional functionality and/or services not outlined in the Scope of Work that you wish to offer. It should also clearly indicate any major requirements that cannot be met by the organization or individual.

If applicable, identify any subcontractors or third-party services that are utilized in the performance of fulfilling this RFP. Provide a general explanation and chart which specifies project leadership and reporting responsibilities, and how the team will interface with NCTCOG and Participating Entities' project management and team personnel.

##### ***5. Technical Proposal***

**This section should constitute the major portion of the submittal. Respondent's proposal should detail their capabilities, knowledge and skills related to the desired deliverables and expectations as outlined in Section 5.0: Specifications.**

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

**6. Pricing**

Respondents should furnish a proposal that specifies pricing for the services they propose. For more information, please refer to **Exhibit 1 and 2**. Points will be awarded on the basis of the competitiveness of the Cost Proposal. <OR> Points will be awarded on the basis of overall cost effectiveness and clarity in identifying/explaining costs.

**7. HUB Bonus** - 5 additional points will be awarded upon submission of proof of certification as a Historically Underutilized Business (HUB), Minority, Women-Owned or Disadvantaged Business Enterprise.

**8. Required Attachments** - Please include signed copies of all ATTACHMENTS (beginning with ATTACHMENT I) appended to the back of this solicitation document. All attachments must be submitted with the proposal, or the proposal may be disqualified as nonresponsive. If an attachment does not apply, please mark as “Not Applicable” and submit with the proposal.

## REQUIRED ATTACHMENT CHECKLIST

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

- Page 1 - Cover Sheet
- Page 33 - Attachment I: Instructions for Proposals Compliance and Submittal
- Page 34 - Attachment II: Certification of Offeror
- Page 35 - Attachment III: Certification Regarding Debarment
- Page 36 - Attachment IV: Restrictions on Lobbying
- Page 38 - Attachment V: Drug-Free Workplace Certification
- Page 39 - Attachment VI: Certification Regarding Disclosure of Conflict of Interest
- Page 42 - Attachment VII: Certification of Fair Business Practices
- Page 43 - Attachment VIII: Certification of Good Standing Texas Corporate Franchise Tax Certification
- Page 44 - Attachment IX: Historically Underutilized Businesses, Minority or Women-Owned Or Disadvantaged Business Enterprises
- Page 45 - Attachment X: Federal and State of Texas Required Procurement Provisions
- Page 48 - Exhibit 1: Description of Desired Product Categories for Proposed Pricing
- Page 49 - Exhibit 2: Sample Market Basket Form
- Page 50 – Exhibit 3: Service Area Designation Forms

Respondent recognizes that all proposals must be submitted electronically through [Public Purchase](#) by the RFP due date and time. All other forms of submissions will be deemed nonresponsive and will not be opened or considered.



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

**Compliance with the Solicitation**

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

**Compliance with the NCTCOG Standard Terms and Conditions**

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

**Acknowledgment of Insurance Requirements**

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

Name of Organization/Contractor(s):

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Signature of Authorized Representative:

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Date: \_\_\_\_\_

**ATTACHMENT II: CERTIFICATIONS OF OFFEROR**

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

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

Name of Organization/Contractor(s):

\_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

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

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

Name of Organization/Contractor(s):

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Signature of Authorized Representative:

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Date: \_\_\_\_\_

## ATTACHMENT IV: RESTRICTIONS ON LOBBYING

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

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

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

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

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

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

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

Name of Organization/Contractor(s):

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Signature of Authorized Representative:

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Date: \_\_\_\_\_

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

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

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

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

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

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

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

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

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

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

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

Name of Organization/Contractor(s):

\_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

Name of Organization/Contractor(s):

\_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

Date: \_\_\_\_\_

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date



**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**ATTACHMENT VII: CERTIFICATION OF FAIR BUSINESS PRACTICES**

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

Name of Organization/Contractor(s):

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Signature of Authorized Representative:

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Date: \_\_\_\_\_

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

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

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

Indicate the certification that applies to your corporation:

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

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

- Type of Business (if not corporation):
- Sole Proprietor
  - Partnership
  - Other

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

\_\_\_\_\_  
(Printed/Typed Name and Title of Authorized Representative)

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

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

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

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

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

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

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

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

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

**Vendor to Sign Below to Attest to Validity of Certification:**

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Date

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

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

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

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

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

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

**SIGNATURE OF AUTHORIZED PERSON:** \_\_\_\_\_  
**NAME OF AUTHORIZED PERSON:** \_\_\_\_\_  
**NAME OF COMPANY:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

-OR-

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

**SIGNATURE OF AUTHORIZED PERSON:** \_\_\_\_\_  
**NAME OF AUTHORIZED PERSON:** \_\_\_\_\_  
**NAME OF COMPANY:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

**DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS**

This contract is subject to the Texas Local Government Code chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries. TLGC chapter 2274, Subtitle F, Title 10, identifies that “discrimination against a firearm entity or firearm trade association” includes the following:

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

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

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

**SIGNATURE OF AUTHORIZED PERSON:**

\_\_\_\_\_

**NAME OF AUTHORIZED PERSON:**

\_\_\_\_\_

**NAME OF COMPANY:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

**-OR-**

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

**SIGNATURE OF AUTHORIZED PERSON:**

\_\_\_\_\_

**NAME OF AUTHORIZED PERSON:**

\_\_\_\_\_

**NAME OF COMPANY:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

**BOYCOTTING OF CERTAIN ENERGY COMPANIES**

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

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

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

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

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

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

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**-OR-**

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

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

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**EXHIBIT 1: CATEGORIES OFFERED AND PRICING PROPOSAL**

**Place a “X” next to each category you are offering in your proposal:**

\_\_\_ **Service Category #1: Automatic Gate Maintenance and Repair Services**

\_\_\_ **Service Category #2: Parts: Service, Replacement, and Spare Parts**

\_\_\_ **Service Category #3: Other Ancillary Goods or Services (List below)**

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**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 Exhibit 1-Proposal Price Worksheet. The Respondent shall furnish a total cost pricing model for this RFP pursuant to the guidance provided in **Section 5.23**. Please delineate pricing based upon Service Category 1, 2, 3 and/or a pricing model for all. If additional space is necessary for your price proposal, you may add extra pages to Exhibit 1. Label your pricing proposal as “**Exhibit 1 – Pricing**” and use as many pages as necessary.

**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.**

**Refer to Exhibit 1 – Proposal Price Excel Worksheet Attachment for completion.**



## **EXHIBIT 2: SAMPLE MARKET BASKET FORM**

For the items listed in the Exhibit 2 SAMPLE MARKET BASKET WORKSHEET attachment, please enter your current unit price for the items listed as well as the % discount proposed. **This form is for evaluation purposes only and will not be part of any contract awarded.**

**\*NOTE: These are hypothetical examples and do NOT represent an actual job to be performed. \***

**Refer to Exhibit 2 – Sample Market Basket Excel Worksheet Attachment for completion.**

**EXHIBIT 3: SERVICE DESIGNATION AREAS**

<b>Texas Service Area Designation or Identification</b>			
<b>Proposing Firm Name:</b>			
<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	
	<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)

<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	
<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 Customer in a State, then indicate as such in the appropriate column box.</b></p>			
<b>Item</b>	<b>State</b>	<b>Region/MSA/Customer (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		
44.	Utah		
45.	Vermont		
46.	Virginia		
47.	Washington		
48.	West Virginia		
49.	Wisconsin		
50.	Wyoming		

End of Exhibit 3