



MASTER SERVICES AGREEMENT #2024-049
for
PROPERTY CLEANUP, TREE TRIMMING & DEBRIS REMOVAL SERVICES

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

Jecker Field Services, Inc. (“Contractor”)
with offices located at
3413 Hunter Road
San Marcos, TX 78666

ARTICLE I
RETENTION OF THE CONTRACTOR

1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide Executive Search Consulting and Related Services, (hereinafter, “Services”) to governmental entities participating in the TXShare program (hereinafter “Participating Entities”). The Contractor is being retained to provide services described below to Participating Entities based on the Contractor’s demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals #2024-049 (hereinafter, “RFP”). In the event of a conflict between this Agreement and the RFP, this Agreement will prevail. The Contractor demonstrated they have the resources, experience, and qualifications to perform the described services, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor’s response to the RFP.

ARTICLE II
SCOPE OF SERVICES

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

2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities’ standard operating

procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.

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

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

2.5 NCTCOG Obligations

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

2.6 Participating Entity Obligations.

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

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

2.7 Contractor Obligations.

2.7.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of RFP #**2024-049**

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

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

ARTICLE III TERM

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

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

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

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

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

ARTICLE IV COMPENSATION

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

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

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

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

ARTICLE V SERVICE FEE

5.1 Explanation. NCTCOG will make this Master Service Agreement available to other governmental entities, Participating Entities, and non-profit agencies in Texas and the rest of the United States through its TXShare cooperative purchasing program. The Contractor can market the Services under this Agreement to any Participating Entity with emphasis that competitive solicitation is not required when the Participating Entity purchases off of a

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

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

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

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

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

ARTICLE VII REPRESENTATION AND WARRANTIES

7.1 Representations and Warranties. Contractor represents and warrants that:

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

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

7.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's sub-contractors may result in immediate termination of this Agreement.

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

ARTICLE VIII CONFIDENTIAL INFORMATION AND OWNERSHIP

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

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

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

ARTICLE IX GENERAL PROVISIONS

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

If to NCTCOG:

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

If to Contractor:

Jecker Field Services, Inc.
3413 Hunter Road
San Marcos, TX 78666
Attn: Jayme Jecker
jsjecker@jeckerfieldservices.com
(512) 627-0150

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

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

9.3 INDEMNIFICATION. CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS NCTCOG AND PARTICIPATING ENTITIES, NCTCOG'S AFFILIATES, AND ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL SUITS, ACTIONS, CLAIMS, DEMANDS, JUDGMENTS, LIABILITIES, LOSSES, DAMAGES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) (COLLECTIVELY, "LOSSES") ARISING OUT OF OR RELATING TO: (I) SERVICES PERFORMED AND CARRIED OUT PURSUANT TO THIS AGREEMENT; (II) BREACH OF ANY OBLIGATION, WARRANTY, OR REPRESENTATION IN THIS AGREEMENT, (III) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR AND/OR ITS EMPLOYEES OR SUBCONTRACTORS; OR (IV) ANY INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION BY CONTRACTOR AND/OR ITS EMPLOYEES OR SUBCONTRACTORS OF ANY RIGHT OF A THIRD PARTY; PROVIDED, HOWEVER, THAT CONTRACTOR SHALL HAVE NO OBLIGATION TO DEFEND, INDEMNIFY, OR HOLD HARMLESS TO THE EXTENT ANY LOSSES ARE THE RESULT OF NCTCOG'S OR PARTICIPATING ENTITIES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

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

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

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

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

Requirements:

Workers' Compensation:

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

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

Required Limits:

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

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

Shall include:

Coverage A: Bodily injury and property damage;

Coverage B: Personal and Advertising Injury liability;

Coverage C: Medical Payments;

Products: Completed Operations;

Fire Legal Liability;

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

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

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

Professional Errors and Omissions liability:

Required Limits:

\$1,000,000 Each Claim

\$1,000,000 Annual Aggregate

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

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

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

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

ARTICLE X
ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

10.12 Disadvantaged Business Enterprise Program Requirements

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

10.13 Pertinent Non-Discrimination Authorities

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

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

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

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

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

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

10.15 House Bill 89 Certification

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

10.16 Certification Regarding Disclosure of Conflict of Interest.

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

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

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

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

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

No officer, manager or paid consultant of the contractor is married to a member of the NCTCOG.
No member of NCTCOG directly owns, controls or has interest in the contractor.

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

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

10.17 Certification of Fair Business Practices

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

10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification

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

undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

- 10.19 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The Contractor agrees that it is not providing NCTCOG with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. Contractor shall certify its compliance through execution of the “Prohibited Telecommunications and Video Surveillance Services or Equipment Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.
- 10.20 Discrimination Against Firearms Entities or Firearms Trade Associations
Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries. NCTCOG is prohibited from contracting with entities, or extend contracts with entities who have practice, guidance, or directive that discriminates against a firearm entity or firearm trade association. Contractor shall certify its compliance through execution of the “Discrimination Against Firearms Entities or Firearms Trade Associations Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.
- 10.21 Boycotting of Certain Energy Companies
Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who boycott certain energy companies. NCTCOG is prohibited from contracting with entities or extend contracts with entities that boycott energy companies. Contractor shall certify its compliance through execution of the “Boycotting of Certain Energy Companies Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.
- 10.22 Domestic Preference
As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Signatures Follow on Next Page

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

JeckerField Services, Inc.



06/21/2024

Signature

Date

Jayme Jecker

Printed Name

President

Title

North Central Texas Council of Governments

DocuSigned by:



6/28/2024

A4E72C1BEE0E426

Signature

Date

R. Michael Eastland
Executive Director

APPENDIX A
Statement of Work



10 March 2024

TAB D – B. PROPOSED SCOPE OF SERVICES

Please prepare a description of the services you are offering. This will be accomplished by taking the Scope of Services found in Sections 4.1 and 4.2 of this RFP and modifying it to the extent necessary to reflect the services you are offering in your proposal. This scope may be subject to negotiation with the NCTCOG to achieve a final agreed-upon “Best and Final Offer”. If you are awarded a contract, this Scope of Services will be incorporated in its entirety in the Master Services Agreement (“MSA”). Please note that all MSAs become public information upon execution. Do not include any confidential or proprietary material in your Scope of Services.

4.1 TECHNICAL

This section provides a detailed explanation of the Scope of Services.

4.1.1 Goods or Services Desired.

NCTCOG is requesting proposals from qualified firms to provide **Property Cleanup, Tree Trimming & Debris Removal Services** as described herein.

CONTRACTOR will furnish all labor, equipment, and material suitable in kind, quantity, and capacity necessary to properly perform the services they propose to provide.

SERVICE CATEGORY #1 – PROPERTY CLEANING AND MOWING

The work to be performed may include the clearing and mowing of one or more of the following areas and:

- Public Street Right of Way – includes the street right-of-way in front of the property between the edge of the pavement and the property line; the work shall also include the clearing and mowing of the portion of vacant right-of-way or abandoned alley and the property line of the abutting real property.
- Public Property Vacant Lot – includes publicly owned lots that require clearing and mowing.
- Private Property - property that is in violation of code regulations and Customer has a legal order to clear and or mow the property.
- The work expected is outlined in four different categories. The following is a description of the work expected in each category:



- **LIGHT** - Use of a commercial tractor mower to cut grass, weeds, and overgrowth not exceeding 32 inches in height. Requires relatively little equipment and utilization of relatively simple cleaning processors. Requires removal of non-vegetative debris generated by CONTRACTOR's work activity.
- **MEDIUM** - Use of commercial tractor mower to cut grass, weeds and overgrowth exceeding 32 inches in height, but not greater than 60 inches. Generally, requires the use of a front-end loader and trucks to clean up existing non-vegetative debris.
- **HEAVY** - Use of a heavy industrial type mowing equipment to cut grass, weeds, and overgrowth exceeding 60 inches in height. Generally, requires the removal of large amounts of trash and debris. Requires the use of a front-end loader and dump truck to clean up existing non-vegetative debris.
- **EXTRA HEAVY** - Use of heavy industrial type mowing equipment to cut grass, weeds, and overgrowth. Generally, requires the removal of large amounts of trash and debris to include, but not limited to, tires, heavy furniture, dead trees, appliances, and other large construction or building materials. Requires the use of a front-end loader and dump trucks to clean up existing non-vegetative debris.

Work may include the following items:

4.1.1.1 **Clearing:** Clearing (bulldozing) is defined as the clearing of land by mechanical means through a device which scrapes the surface of the land, whether it be even or have mounds of dry fill, and frees it from weeds, brush and debris as well as manual efforts with hand tools. Clearing shall include the trimming and clearing of all vegetation except valuable trees and cultivated plants.

4.1.1.2 **Tractor Mowing:** Tractor mowing is defined as the clearing of land by mechanical means through a device which mows or cuts, by blades, the weeds and brush to the height of not more than 4 inches from the surface of ground (except valuable trees and plants). Tractor mowing shall be used as the means to clear lots where the terrain is level but containing high weeds and/or brush. Vegetation, such as small brush, weeds and grass may be left on the site after cutting providing that it is crushed, chipped or otherwise ground into small particles and spread evenly over the site so that no piles of debris remain. This will only be allowed when vegetation decays or decomposes and blend into the soil within a period of approximately 30 days or less.

4.1.1.3 **Pick-Up/Loading:** Pick-up/loading comprises the clearing of the land through mechanical or hand means including, but not limited to, raking, pitchforking, or shoveling, use of a backhoe, etc., to pick up paper, cardboard, cans, bottles, tires, scrap metal, building materials and debris. All debris, (to include existing debris and contractor generated debris), vegetation, trash, and rock will be loaded into dump trucks properly equipped for over-the-roadway hauling/dumping.



4.1.1.4 Trimming: Trimming work shall include the clearing of all vegetative growth except valuable trees and cultivated plants in accordance with the removal and proper disposal of all trimmings and debris from the property.

4.1.1.5 Hauling: CONTRACTOR shall remove from the property all trimmings and debris found thereon. The CONTRACTOR must haul and lawfully dispose of trash, brush, dead trees, and refuse (but not limited to) from the lot clearing site.

4.1.1.6 Sidewalks: Prior to commencing any work, the CONTRACTOR shall examine the condition of any sidewalk located on or adjacent to the site, noting any cracked or broken areas or potholes and shall notify CUSTOMER of same. Any sidewalk damaged because of the CONTRACTOR's work shall be repaired or replaced by the CONTRACTOR at its expense, in accordance with current CUSTOMER specifications for such work. New concrete sidewalk sections required for such repair shall consist of full flags only and they shall match the grade, dimensions, color, and finish of the existing adjacent sidewalk. Repairs to damaged surface treatment shall be made by replacement of patching as directed by the CUSTOMER.

4.1.1.7 Finish: Prior to acceptance of the work by the CUSTOMER, all grass and weeds must be mowed to within four inches of the ground. Any grass or weeds exceeding four inches in height constitutes unsatisfactory performance, and the CONTRACTOR will not receive payment until same is corrected. CONTRACTOR shall remove any trash or debris generated in the fulfillment of this award. If the CONTRACTOR, in its pre-site review, identifies conditions other than those indicated on the CONTRACTOR Worksheet, it should contact the CUSTOMER so that an amendment to the worksheet can be approved.

4.1.1.8 Scheduling: The CUSTOMER shall prepare a list(s) of sites and instructions for clearing, tractor mowing, trimming, pick-up/loading and hauling. CONTRACTOR will be given at least seven calendar days' notice prior to the call for its services to commence operation.

4.1.1.9 Hours: Work shall be measured and paid for work time on the job only. The CUSTOMER shall not pay for travel time and breaks. The standard hours covered by this pay item are defined as Monday through Friday 6:30 am - 5:00 pm unless agreed upon otherwise with the Customer.

4.1.1.9 Measure and Payment: Work shall be measured and paid for by the unit price stated in your proposal for each category. Unit price shall be submitted on the attached Exhibit 1. Please include in your proposal Exhibit 1 with the calculation that will be used to determine the billable fee for service, the unit of measure, and the per unit pricing.

SERVICE CATEGORY #2 - TREE TRIMMING AND TREE CARE BY CERTIFIED ARBORIST



The work to be performed shall include services necessary to maintain the CUSTOMER's wooded areas in a manner that addresses tree health and public safety. Areas maintained may include, but are not limited to, the following:

- public property
- parks
- greenspaces
- medians
- roads
- right-of-way
- line-of-sight maintenance and clearance

The projects areas will be identified by the CUSTOMER as they arise, and work orders will be executed on an as needed basis.

4.1.1.11 The work expected is outlined in twenty-one different labor, equipment, and material categories.

The following is a description of the work anticipated:

- Crew Technician labor rate for Services during normal business hours, defined as
- Monday through Friday 6:30 am - 5:00 pm
- Supervisor labor rate for Services during normal business hours, defined as Monday
- through Friday 6:30 am - 5:00 pm
- Licensed Applicator labor rate for Services during normal business hours, defined as
- Monday through Friday 6:30 am - 5:00 pm
- Arborist Consulting labor rate for services during normal business hours, defined as
- Monday through Friday 6:30am - 5:00 pm
- Tree Protection labor rate services during normal business hours (fencing, mulching,
- temporary road and access construction).
- Stump Grinder
- Brush Chipper
- Mobilization
- Other Equipment
- Other Labor
- Treatment Materials

4.1.1.12 Requirements: The CONTRACTOR will provide all labor, supervision, equipment, tools, safety equipment, transportation, verification, expertise, and all other necessary ancillary items for proper execution and completion of project requests as specified herein. The materials and



services provided by the CONTACTOR will comply with all current Federal, State, and local laws, CUSTOMER ordinances, rules, and regulations.

Since this work is of a potentially hazardous nature and requires special expertise, it is to be performed by a CONTRACTOR that derives a majority of its annual income from arboricultural work and whose employees are highly trained and skilled in all phases of tree service work. CONTRACTORS must meet the minimum specifications as stated below. Services may include, but are not limited to, the following:

- Remove or prune designated trees;
- Reserve workspace along streets;
- Grind out stump when tree is to be removed, if required;
- Remove excess material and clean the site of work-related debris;
- Guarantee that specifications are met;
- Provide a safe worksite and enhance safety of the community;
- Provide a skilled technician and spray equipment to perform herbicide applications.
- All CONTRACTOR staff must be easily identifiable as an employee of their agency through uniform or other visually recognizable indicators while performing services on this contract for the CUSTOMER.

4.1.1.13 Minimum Qualifications: The tree crew must have a minimum of three (3) years' experience providing tree maintenance services.

Have employee(s) or access to available personnel with the following trade experiences, licenses, and qualifications:

- An ISA Certified Arborist or degreed forester, with at least three (3) years of experience and a certification in Oak Wilt prevention. The CUSTOMER reserves the right to determine comparable credentials.
- A Licensed Pesticide Applicator, currently certified by the State of Texas Structural Pest Control Board or Department of Agriculture, to make or supervise the application of chemicals. If the licensed employee(s) leaves the CONTRACTOR's employment, no herbicide application will be performed until the Contract Manager or designee provides written approval of the CONTRACTOR's replacement licensed applicator.
- Be capable of supplying crews containing a minimum of three (3) workers for regularly requested services per project site.
- The crew supervisor must be a Certified Arborist with a minimum five (5) years of experience, and must read, speak, and write English proficiently.
- The contractor must have in their possession or available to them by formal agreement with a third party the following items: trucks, devices, chippers, hand tools, aerial, and



other equipment and supplies which are necessary to perform the work as outlined within this RFP.

4.1.1.14 Work Procedures: Work procedures shall be as follows:

- Job Work Plan: In advance of each job, the CUSTOMER will contact the CONTRACTOR to meet on site and discuss a work plan for that job and identify any subterranean utility lines.
- Job Agreement: After the site visit, the CONTRACTOR will send the written work plan to the CUSTOMER. Any anticipated expenses above the daily rate must be included in the work plan. Once agreed upon by the CUSTOMER, work may be scheduled.
- On-Site Supervision: The CONTRACTOR has a supervisor to communicate the work plan to the crew and is available in-person or on-call via mobile telephone throughout all hours of operation. The supervisor must be able to speak, read, and write English. The CUSTOMER may issue directives to the supervisor, who will then coordinate with their staff to act upon such directives within the Project Work Order and under the contracted pricing. CONTRACTOR's staff are not to take direction from any person without coordination between the CUSTOMER and the CONTRACTOR's supervisor unless immediate action is required to prevent personal injury or damage to property. If the work plan changes unexpectedly due to unforeseen issues, the supervisor will immediately contact the CUSTOMER to develop a contingency plan.
- Verification: The CUSTOMER will inspect all work within seven (7) days of completion to ensure it has been completed to specifications in the Project Work Order. If work is not completed per specifications or if the quality of work is not satisfactory, the CONTRACTOR will return to complete the job within seven (7) days at their own expense. Payment will not be issued until work is completed to specifications and the standard of work is acceptable to the CUSTOMER.

4.1.1.14 Work Standards and Certifications: The required standards and certifications are as follows:

- ANSI A300 Part 1: All pruning work will be completed in accordance with the American National Standards Institute (ANSI) A300 Part 1 – Pruning standard practices for tree care operations.
- ANSI A300 Part 6: All planting work will be completed in accordance with the American National Standards Institute (ANSI) A300 Part 6 – Planting and Transplanting standard practices for tree care operations.
- ANSI A300 Parts 1-8: All work will be completed in accordance with the American National Standards Institute (ANSI) Parts 1-8:
Part 1 – Pruning;



Part 2 – Soil Management;
Part 3 – Supplemental Support Systems;
Part 4 – Lightning Protection Systems;
Part 5 – Management;
Part 6 – Planting and Transplanting;
Part 7 – Integrated Vegetation Management;
Part 8 – Root Management Standard;
Part 9 – Tree Risk Assessment; and
Part 10 – IPM (Integrated Pest Management).

- ANSI Z133: Safety Standard pertaining to arboriculture safety requirements for pruning, repairing, maintaining, and removing trees; cutting brush; and for using equipment in such operations.
- First Aid/CPR/Aerial Rescue/EHAP: At least one (1) member of the working crew must possess current certification in First Aid, CPR, Aerial Rescue, and Electrical Hazards Awareness Program (EHAP).
- ISA Certified Arborist: CONTRACTOR will provide documentation showing at least one International Society of Arboriculture (ISA) Certified Arborist is on local staff and actively involved with the project.
- Licensed in the State of Texas: CONTRACTOR will provide documentation of current license with the Texas Department of Agriculture Structural Pest Control Services.

4.1.1.15 Environmental Requirements: CONTRACTOR will adhere to the most current versions of environmental regulations and any other applicable Federal, State, and Local ordinances and laws.

4.1.1.16 Tree Maintenance Services: Provide scheduled and emergency tree care services including, but not limited to, the following:

- Tree Pruning, to focus on:
 - Remove dead, broken, hanging, poorly attached, or diseased branches;
 - Structural pruning to reduce weight, wind resistance, and risk of failure;
 - Reduce or remove codominant stems and limbs with defective branch unions; and
 - Install cables or bracing where appropriate.
- Tree Removal and Dismantling:
- All branches too large to support with one (1) hand will be precut using the “three-cut pruning method” to avoid splitting or tearing of the bark.
- Pruning will conform to the latest version of standards of the International Society of Arboriculture (ISA) and/or Tree Care Industry Association (TCIA) ANSI.
- Equipment that will damage the bark or cambium layer will not be used on or in trees.



- The CONTRACTOR will remove all cut limbs from the crown upon pruning completion and clean up branches, logs, and any other debris resulting from any tree pruning promptly and properly. The CONTRACTOR is responsible for the disposal of debris.
- Trees impeding vehicle or pedestrian traffic as well as obstructing traffic control devices (stop signs, yield signs, traffic lights, etc.) will be pruned to provide the desired clearance requested by the CUSTOMER.
 - If a tree to be removed overhangs onto private property, the CONTRACTOR will notify the property owner following procedures provided by the CUSTOMER.

4.1.1.17 Utilities: The CUSTOMER will make all subterranean utility lines known to the CONTRACTOR during the job site evaluation prior to work. The CONTRACTOR will make safe all power lines, will protect all utilities from damage, will immediately contact the appropriate utility if damage should occur, and will be responsible for all claims for damage due to operations within the scope of this contract.

The CONTRACTOR will arrange with the utility for the removal of all necessary limbs and branches that may conflict with or create a personal injury hazard in conducting the operations of this contract. If the CONTRACTOR has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the CONTRACTOR in waiting for the utility to complete its work will not be the responsibility of the CONTRACTOR.

4.1.1.18 Safety: Work must conform to the latest revision of ANSI Z133 (Safety Requirement for Pruning, Trimming, Repairing, Maintaining, Removing Trees, and for Cutting Brush).

4.1.1.19 Scheduling: The CUSTOMER shall prepare a list(s) of sites and instructions for trimming, pickup/loading and hauling. CONTRACTOR will be contacted by the CUSTOMER to schedule work and given at least seven calendar days' notice prior to the call for its services to commence operation.

4.1.1.20 Cleanup/Debris Removal: Under no condition will the accumulation of brush, branches, logs, or other debris be allowed upon CUSTOMER or other public property in such a manner as to result in a public hazard. Cleanup procedures will be completed within four (4) hours after debris has been placed around the site of each tree requiring pruning or removal. The worksite will be left equal to or cleaner than pre-work conditions. Tree parts dropped or lowered from trees will be kept off private property. It will be the responsibility of the CONTRACTOR to remove and dispose of all logs, brush, and debris resulting from the tree maintenance operations at an approved designated CUSTOMER facility in a proper and acceptable manner.

4.1.1.21 Measure and Payment: Work shall be measured and paid for by the unit price stated in your proposal for each category. Unit price shall be submitted on the attached Exhibit 1. Please include in your proposal Exhibit 1 with the calculation that will be used to determine the billable fee for service, the unit of measure, and the per unit pricing.



JFS does not possess the certifications listed in Section 4.1.1.15 and it was removed.

JFS does not currently offer traffic control services. These services can be subcontracted as needed.

SERVICE CATEGORY #3 – EMERGENCY REMOVAL OF STORM DOWNED TREES AND LIMBS

During a weather event such as a windstorm, tornado, hurricane, ice storm, or other weather event, there may be an urgent need to cut up and remove downed trees or limbs and clean up the immediate area to provide relief for vehicle or pedestrian traffic. The work to be performed shall include services necessary to clean up tree damage in areas under the CUSTOMER's control.

The work shall be for storm events **not** considered eligible for reimbursement for a presidentially declared disaster to be administered by FEMA. FEMA may not accept the use of the contracts awarded from this RFP for acquisition of the emergency removal of storm downed trees and limbs.

Areas may include, but are not limited to, the following:

- public property
- parks
- greenspaces
- medians
- roads
- right-of-way
- line-of-sight maintenance and clearance

Storm damage clean-up services including, but not limited to:

- cutting and removing tree limbs, trunks, and branches; and
- disposal of debris.

The projects areas will be identified by the CUSTOMER as they arise, and work orders will be executed on an as needed basis.

The work expected may require various combinations of labor, equipment, and material needs shown below. The following is a description of the work expected in each:

- Crew Technician labor rate for Services during normal business hours, defined as Monday through Friday 6:30 am - 5:00 pm



- Supervisor labor rate for Services during normal business hours, defined as Monday through Friday 6:30 am - 5:00 pm
- Traffic Control Person labor rate for Services during normal business hours, defined as Monday through Friday 6:30 am - 5:00 pm
- Split Dump Truck
- Stump Grinder
- Brush Chipper
- Mobilization
- Other Equipment
- Other Labor

4.1.1.22 Emergency Work Hours: In the event of a windstorm or other weather event, the CONTRACTOR shall respond to the job site as quickly as possible at a time designated in your proposal after the time of notification. The CONTRACTOR shall furnish to the CUSTOMER the names, addresses and phone numbers of appropriate individual(s) who can be contacted by the CUSTOMER at any time in the event of an emergency and who shall respond to the CUSTOMER within a maximum time of one (1) hour. The CONTRACTOR shall state in the proposal their availability per day, each day of the year for emergency work, unless otherwise specified in the proposal. For any emergency work performed during non-working hours, the CONTRACTOR shall specify in the proposal if non-working hours pricing should be of a different rate.

Emergency service calls are an immediate maintenance need that addresses a threat to public safety, health, or real property. The CUSTOMER will have the sole and final authority in determining when services will be designated as an "Emergency". The contractor will not begin emergency work until after notification by the CUSTOMER.

This emergency service will be available twenty-four (24) hours per day, seven (7) days per week, in all types of weather conditions. The CONTRACTOR will respond to an emergency call within one (1) hour of the initial notification by the CUSTOMER and arrive at the specified location within four (4) hours from the initial notification with the proper tools and personnel needed to perform the requested services. The CUSTOMER will communicate with the CONTRACTOR verbally or in writing and provide the site location and services required.

For emergency project requests, the CUSTOMER may request the CONTRACTOR to perform services without obtaining permits. The CUSTOMER will notify the CONTRACTOR in writing in the case of a CUSTOMER-declared emergency and the waiving of permits.

The CUSTOMER reserves the right to reassign the work to another awarded contractor if a contractor is unable to respond to a planned or emergency work request within the proposed time frame for response.



4.1.1.23 Requirements: The CONTRACTOR will provide all labor, supervision, equipment, tools, safety equipment, transportation, verification, expertise, and all other necessary ancillary items for proper execution and completion of project requests as specified herein. The materials and services provided by the Contactor will comply with all current Federal, State, and local laws, CUSTOMER ordinances, rules, and regulations.

Services may include, but are not limited to, the following:

- Remove or prune designated storm damaged trees;
- Reserve and provide appropriate traffic controls;
- Reserve workspace along streets;
- Remove excess material and clean the site of work-related debris;

4.1.1.24 Work Procedures:

Work procedures shall be as follows:

Job Work Plan: In advance of each job, the CUSTOMER will contact the CONTRACTOR to meet on site and discuss a work plan for that job.

- On-Site Supervision: The CONTRACTOR has a supervisor to communicate the work plan to the crew and is available in-person or on-call via cellular telephone throughout all hours of operation. The supervisor must be able to speak, read, and write English. The CUSTOMER may issue directives to the supervisor, who will then coordinate with their staff to act upon such directives. CONTRACTOR's staff are not to take direction from any person without coordination between the CUSTOMER and the CONTRACTOR's supervisor, unless immediate action is required to prevent personal injury or damage to property. If the work plan changes unexpectedly due to unforeseen issues, the supervisor will immediately contact the CUSTOMER to develop a contingency plan.
- Crew and Equipment for Storm Damage Work: The primary pay item is for crew and equipment hours. This item shall be measured and paid for by the hour for work time on the job only. The CUSTOMER shall not pay for travel time and breaks. The hours covered by this pay item are 7:00 a.m. – 7:00 p.m., Monday through Friday, excluding weekends and holidays.

4.1.1.25 Traffic Signage: Maintenance of traffic signage warning of tree/brush trimming work to be used at both ends of the work area. All maintenance of traffic items such as flags, paddles, cones, barrels, walkie-talkies, etc. are included in this pay item.

4.1.1.26 Equipment: All equipment, miscellaneous hand tools, materials, supplies, fuel, repairs, oil, vital fluids, maintenance, incidentals and all items of cost for equipment and power tools are included in this pay item.



4.1.1.27 Tree Services: Provide emergency tree removal services including, but not limited to, the following:

- Downed trees shall be cut at the base above the soil line and cut into manageable pieces for hauling and disposal.
- Damaged trees that need pruning, focus on removing dead, broken, hanging, or poorly attached branches two inches (2") diameter and larger.
- Damaged trees impeding vehicle or pedestrian traffic will be raised up to a minimum of fourteen (14) feet to a maximum of sixteen (16) feet over roadway clearance where possible, and eight (8) feet over sidewalks. Trees obstructing traffic control devices (stop signs, yield signs, traffic lights, etc.) will be pruned to allow for adequate visibility upon approval by the CUSTOMER.

If a damaged tree blocking public access is to be removed and overhangs onto private property, the CONTRACTOR will remove only that portion of the tree that is in the public right of way.

4.1.1.28 Utilities: When applicable, the CONTRACTOR will arrange with the public utility for the removal of all necessary limbs and branches that may conflict with or create a personal injury hazard in conducting the operations of this contract. If the CONTRACTOR has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the CONTRACTOR in waiting for the utility to complete its work will not be the responsibility of the CONTRACTOR.

4.1.1.29 Safety: Work must conform to the latest revision of ANSI Z133 (Safety Requirement for Pruning, Trimming, Repairing, Maintaining, Removing Trees, and for Cutting Brush).

4.1.1.30 Cleanup/Debris Removal: Under no condition will the accumulation of brush, branches, logs, or other debris be allowed upon CUSTOMER or other public property in such a manner as to result in a public hazard. Cleanup procedures will be completed within four (4) hours after debris has been placed around the site of each tree requiring pruning or removal. The worksite will be left equal to or cleaner than pre-work conditions. Tree parts dropped or lowered from trees will be kept off private property. It will be the responsibility of the CONTRACTOR to remove and dispose of all logs, brush, and debris resulting from the debris cleanup operations at an approved designated CUSTOMER facility in a proper and acceptable manner.

4.1.1.31 Hours: Work shall be measured and paid for work time on the job only. The CUSTOMER shall not pay for travel time and breaks. The standard hours covered by this pay item are defined as Monday through Friday 6:30 am - 5:00 pm.



4.1.1.35 Measure and Payment: Work shall be measured and paid for by the unit price stated in your proposal for each category. Unit price shall be submitted on the attached Exhibit 1. Please include in your proposal Exhibit 1 with the calculation that will be used to determine the billable fee for service, the unit of measure, and the per unit pricing.

JFS does not currently offer traffic control services. These services can be subcontracted as needed.

4.1.2 Mobilization

The initial set-up and breakdown/removal of all equipment used on the job site, including all labor used in the set-up and breakdown. Paid as each price per job regardless of the scope of work. Work in one (1) area or on one (1) street in which the areas of activity are contiguous or close together, regardless of the scope or scopes of work, is considered one (1) job and the CONTRACTOR shall be paid for one (1) mobilization. Work greater than ½ mile away from the last work area, that requires the CONTRACTOR'S crew to break down the equipment, relocate, and reset at the new work site, is considered to be a new job and the CONTRACTOR shall be paid for another mobilization.

4.1.3 THE CONTRACTOR shall perform all work between the hours designated by the CUSTOMER.

4.1.4 CONTRACTOR shall make all necessary arrangements with utility companies for the protection of utility owned lines and property during the course of the work.

4.1.5 CONTRACTOR shall exercise extreme caution to eliminate any possibility of damage to any utility property. Prior to commencing work at each site, CONTRACTOR shall locate and mark any existing gas lines, water lines, sprinkler heads, fire hydrants, sewers, septic tanks, drain fields, wells, drainage structures, telephone and power cables, buried markers and other utilities that may be endangered by or be a hazard to the clearing operation.

4.1.6 CONTRACTOR shall look for any downed power or telephone lines, which may be hidden in the undergrowth, during its inspection of the site. No work shall be performed at the site until such utility damage has been repaired.

4.1.7 CONTRACTOR shall note the location of all valuable trees, shrubs, hedges and similar cultivated plants and shall mark each, as necessary, and take particular care to avoid damaging them by its operations. Subject to prior approval of the CUSTOMER, the CONTRACTOR may trim shrubs or trees and remove lower branches to facilitate the land clearing work.



4.1.8 CONTRACTOR shall note the location of, and exercise care, to avoid damaging any building, wall, curb, sidewalk, driveway, or other structure located on or adjacent to the site of work.

4.1.9 CONTRACTOR shall promptly repair, at its own expense, any damage to driveways, sidewalks, or parkways, or any other structure caused by the work performed. Subject repair shall be to the satisfaction of the CUSTOMER prior to final acceptance of the work.

4.1.10 Right of ways between the property line and the street pavement which are damaged by the work shall be restored by the CONTRACTOR to a condition like that existing prior to commencement of the work. CONTRACTOR shall locate any existing drainage inlets and structures within the area and shall avoid causing interference with the drainage function of the right-of-way swale by its operations or by any repair work or restoration of facilities damaged by the work.

4.1.11 CONTRACTOR shall promptly repair any damage caused by its operations to any improvements on the site or adjacent to it. Such repair or restoration shall be performed at the CONTRACTOR's expense and to the satisfaction of the CUSTOMER prior to final acceptance. No payment shall be made to the CONTRACTOR until all repair work is completed and accepted by the CUSTOMER.

4.1.12 CONTRACTOR shall supply and utilize "Caution", "Detour" and other protective signs, barricades and similar devices as necessary or as instructed to do so by the CUSTOMER.

4.1.13 CONTRACTOR agrees to abide by and perform all work in accordance with instructions and directions given to them by the CUSTOMER. Permission by the Representative to use an alternative device or method of performance shall not relieve the CONTRACTOR from fulfilling its obligations otherwise.

4.1.14 CONTRACTOR shall procure, at its own expense, all necessary licenses and permits. CONTRACTOR shall conform to all State and Federal laws and local ordinances regarding labor employment, hours of work, and its general specifications.

4.1.15 CONTRACTOR shall conduct its operations so that it shall not close any thoroughfare, or not interfere in any way with traffic on railways, highways, or on water, without the written consent of the proper authorities.

4.1.16 CONTRACTOR shall supply all tools and equipment in ample quantity and of good quality, in good working order and fit for the purpose of carrying on the work set forth herein. The CUSTOMER shall not be responsible or liable for any damage to said equipment.



4.1.17 CONTRACTOR shall contact the CUSTOMER daily to report the locations where it is working, status of work being performed including jobs terminated, requests for guidance and special problems, and to receive special instructions.

4.1.18 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 customized SOW for that customer. All proposals must be made based on, and either meet or exceed, the requirements contained herein.

4.1.19 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**.

4.1.20 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.

APPENDIX A.1
Pricing for TXShare Cooperative Purchase Program Participants



10 March 2024

TAB E – PROPOSAL PRICING

PRICE LIST				
PROPERTY CLEANUP, TREE TRIMMING, & DEBRIS REMOVAL SERVICES				
DESCRIPTION	UNIT	BID PRICE	MINIMUM REQUIRED	Percentage Discount for Projects in Central Texas
Service Category #1 - Property Cleaning and Mowing				
Light (minimum required)	ACRE	\$8,910.00	1 ACRE	45%
Medium (minimum required)	ACRE	\$12,725.00	1 ACRE	33%
Heavy (minimum required)	ACRE	\$16,570.00	1 ACRE	25%
Extra Heavy (minimum required)	ACRE	\$20,385.00	1 ACRE	20%
Service Category #2 - Tree Trimming and Tree Care by Certified Arborist				
Crew Technician Labor (Normal Business Hours)	122.5	HOUR	8-HOURS	
Supervisor Labor (Normal Business Hours)	143.25	HOUR	8-HOURS	
Licensed Applicator Labor (Normal Business Hours)	143.25	HOUR	8-HOURS	
Arborist Consulting (Normal Business Hours)	225.75	HOUR	8-HOURS	
Tree Protection Labor (Normal Business Hours)	122.5	HOUR	8-HOURS	
Split Dump Truck	450	DAY	1 DAY	
Stump Grinder	325	DAY	1 DAY	
Brush Chipper	350	DAY	1 DAY	
Mobilization	4,000	EACH	1 MOBILIZATION	

Other Equipment (Mini-Skid)	200	DAY	1 DAY	
Other Equipment (Skidsteer)	350	DAY	1 DAY	
Treatment Materials	\$300	EACH	1 ACRE	
Service Category #3 - Emergency Removal of Storm Downed Trees and Limbs				
Crew Technician Labor (Normal Business Hours)	122.5	HOUR	8-HOURS	
Supervisor Labor (Normal Business Hours)	143.25	HOUR	8-HOURS	
Licensed Applicator Labor (Normal Business Hours)	143.25	HOUR	8-HOURS	
Arborist Consulting (Normal Business Hours)	225.75	HOUR	8-HOURS	
Tree Protection Labor (Normal Business Hours)	122.5	HOUR	8-HOURS	
Split Dump Truck	450	DAY	1 DAY	
Stump Grinder	325	DAY	1 DAY	
Brush Chipper	350	DAY	1 DAY	
Mobilization	4,000	EACH	1 MOBILIZATION	
Other Equipment (Mini-Skid)	200	DAY	1 DAY	
Other Equipment (Skidsteer)	350	DAY	1 DAY	
Treatment Materials	\$300	EACH	1 ACRE	

APPENDIX A.2
Service Area Designation Forms

**EXHIBIT 3
 SERVICE DESIGNATION AREAS**

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

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

Nationwide Service Area Designation or Identification Form			
Proposing Firm Name:	Jecker Field Services, Inc.		
Notes:	Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.		
	Will service all fifty (50) states	Will not service fifty (50) states	Will not.
	<p>If you are not proposing to service to all fifty (50) states, then designate on the form below the states that you will provide service to. By designating a state or states, you are certifying that you are willing and able to provide the proposed goods and services in those states.</p> <p>If you are only proposing to service a specific region, metropolitan statistical area (MSA), or city in a State, then indicate as such in the appropriate column box.</p>		
Item	State	Region/MSA/City (write "ALL" if proposing to service entire state)	Designated as a Service Area
1.	Alabama		NO
2.	Alaska		NO
3.	Arizona		NO
4.	Arkansas		NO
5.	California		NO
6.	Colorado		NO
7.	Connecticut		NO
8.	Delaware		NO
9.	Florida		NO
10.	Georgia		NO
11.	Hawaii		NO
12.	Idaho		NO
13.	Illinois		NO
14.	Indiana		NO
15.	Iowa		NO
16.	Kansas		NO
17.	Kentucky		NO
18.	Louisiana		NO
19.	Maine		NO

20.	Maryland		NO
21.	Massachusetts		NO
22.	Michigan		NO
23.	Minnesota		NO
24.	Mississippi		NO
25.	Missouri		NO
26.	Montana		NO
27.	Nebraska		NO
28.	Nevada		NO
29.	New Hampshire		NO
30.	New Jersey		NO
31.	New Mexico		NO
32.	New York		NO
33.	North Carolina		NO
34.	North Dakota		NO
35.	Ohio		NO
36.	Oregon		NO
37.	Oklahoma		NO
38.	Pennsylvania		NO
39.	Rhode Island		NO
40.	South Carolina		NO
41.	South Dakota		NO
42.	Tennessee		NO
43.	Texas		NO
44.	Utah		NO
45.	Vermont		NO
46.	Virginia		NO
47.	Washington		NO
48.	West Virginia		NO
49.	Wisconsin		NO
50.	Wyoming		NO

APPENDIX A.3
Categories Awarded

Service Category #1: Property Cleaning and Mowing

Service Category #2: Tree Trimming and Tree Care by Certified Arborist

Service Category #3: Emergency Removal of Storm Downed Trees and Limbs

APPENDIX C RESTRICTIONS ON LOBBYING

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

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

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


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

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

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

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

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



Signature

President

Title

Jecker Field Services, Inc.

Agency

06/21/2024

Date

APPENDIX D
ATTESTATION OF CONTRACTS NULLIFYING ACTIVITY

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify 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. Complete the following pages D1, D2 & D3:

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

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

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

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

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

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.

Jecker Field Services, Inc.

Name of Organization/Contractor



06/21/2024

Signature of Authorized Representative

Date

Jayme Jecker - President

Printed/Typed Name and Title of Authorized Representative

-OR-

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

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

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

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

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

- A) means, with respect to the entity or association, to:
 - I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

- B) An exception to this provision excludes the following:
 - I. contracts with a sole-source provider; or
 - II. the government entity does not receive bids from companies who can provide written verification.

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

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

Jecker Field Services, Inc.
Name of Organization/Contractor



Signature of Authorized Representative

Jayme Jecker - President

Printed/Typed Name and Title of Authorized Representative

06/21/2024

Date

-OR-

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

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

D-3: BOYCOTTING OF CERTAIN ENERGY COMPANIES

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

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

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

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

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

Jecker Field Services, Inc.

Name of Organization/Contractor



Signature of Authorized Representative

Jayme Jecker - President

Printed/Typed Name and Title of Authorized Representative

06/21/2024

Date

-OR-

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

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date