

TXShare

Your Public Sector Solutions Center

REQUEST FOR PROPOSALS
For
Electronics Console Cleaning and Preventative Maintenance Services
RFP # 2024-011

Sealed proposals will be accepted until **2:00 PM CT, December 1, 2023**, and then publicly opened and read aloud thereafter.

Legal Name of Proposing Firm

SAM.GOV Unique Identity ID

Contact Person for Proposal

Title

Contact Person Telephone Number

Contact Person E-Mail Address

Street Address of Principal Place of Business

City/State

Zip

Complete Mailing Address

City/State

Zip

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

(Cover Sheet)

SECTION 1: OVERVIEW

The North Central Texas Council of Governments (“NCTCOG”) seeks an experienced firm or firms to provide goods and or services described below to the members of its TXShare Cooperative Purchasing Program (“TXShare”). The awarded contracts will be promoted via TXShare. The purpose of this Request for Proposals is to solicit responses that result in a contract with one or more qualified vendor(s) that are familiar with providing any or all of these products and related services.

Definitions:

- “RFP” or “solicitation” – this Request for Proposals document;
- “Vendor” - interested business;
- “Offeror” - vendors responding with a proposal;
- “Contractor” – offeror awarded a contract;
- “Public Entity” – a governmental agency or non-profit organization.

1.0 PURPOSE

The desired outcome of this RFP for **Electronics Console Cleaning and Preventative Maintenance Services** is to retain a contractor(s) to supply municipalities, counties, school districts and other agencies with the goods and/or services listed below:

Product Category #1: Console Cleaning and Preventative Maintenance.

Product Category #2: Wire Management.

Product Category #3: Steam Cleaning Chairs.

Product Category #4: Furniture Moving.

Product Category #5: Optional Ancillary Goods/Services.

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

SECTION 2: TXSHARE COOPERATIVE PURCHASING PROGRAM

2.0 NCTCOG OVERVIEW

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

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

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

2.1 TXSHARE PROGRAM EXPLANATION

NCTCOG intends to make the contract awarded from this solicitation available to other public entities through TXShare. By promoting their TXShare contract(s) to public entities, contractors reduce the need to repeatedly

respond to public entity bids or requests for proposals. The contractor then realizes substantial efficiencies that will increase sales opportunities. Contractors agree to pay an administrative fee to TXShare calculated as a percentage of sales processed through the TXShare contracts awarded and held by the contractor. This administrative fee is not an added cost to be invoiced by the contractor to TXShare participants. This administrative fee covers the costs of contract marketing and facilitation incurred by TXShare.

2.2 CONTRACT MANAGEMENT AND REPORTING

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

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

2.3 ADMINISTRATIVE FEE

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

2.4 INTERLOCAL AGREEMENT

Governmental entities are extended the opportunity to purchase from contracts awarded by the NCTCOG TXShare purchasing cooperative by virtue of an interlocal agreement between the entity and NCTCOG. However, all parties understand and all parties hereby expressly agree that the NCTCOG is not an agent of, partner to or representative of those government entities and that NCTCOG is not obligated or liable for any action or debts that arise out of the government entity's purchase.

SECTION 3: GENERAL INFORMATION

3.0 CONTRACT INTENT

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

3.1 ADMINISTRATIVE GUIDANCE

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

3.2 ADDENDA

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

3.3 PRE-PROPOSAL CONFERENCE

There is **not** a pre-proposal conference scheduled.

3.4 QUESTIONS AND REQUESTS FOR CLARIFICATION (INQUIRY)

Questions arising subsequent to the issuance of this solicitation will be received until **5:00 PM CT, November 20,**

2023, and must be submitted electronically to www.publicpurchase.com. Questions received after this time may not be answered in a timely manner. General questions about the process may be answered directly to the inquirer. Any questions of a material nature that require clarification of, or additional information added to, the solicitation will be published via addenda posted to the PublicPurchase website and available for viewing of all registered participants.

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

3.4 SOLICITATION SCHEDULE

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

The anticipated schedule is as follows:

RFP Issued	November	
Pre-Proposal Conference	None	
Inquiry Period Ends	November 20, 2023	5:00 PM CT
Proposal Due Date	December 1, 2023	2:00 PM CT
Planned Contract Award	January 2023	
Anticipated Start Date	February 2023	

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

3.5 PROPOSAL SUBMISSION

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

Submission of offerors' proposals must be through uploading the proposal via PublicPurchase website no later than **2:00 PM CT December 1, 2023**. Proposals shall be made in English in a searchable PDF format.

It is the responsibility of the offeror to ensure that the proposals are properly uploaded as described above by the designated due date and time. NCTCOG assumes no responsibility for delays caused by any reason. Late proposals will not be accepted or opened nor considered for evaluation as they are considered automatically non-responsive. Proposals may be withdrawn at any time prior to the submittal deadline, but they may not be withdrawn after the official opening.

3.6 PUBLIC OPENING

The public opening for this RFP will be conducted at approximately **2:05 PM CT** on the date proposal submissions are due. The opening meeting will be held digitally via Microsoft Teams, and will be recorded for the RFP file. Please be advised that a large volume of proposals will result in delays in the decryption process. Access information and the meeting invite will be posted to Public Purchase prior to the date of the public opening. Only the names of the offerors submitting a proposal will be read aloud. No other information will be disclosed at that time.

Proposal information is restricted and not publicly available until after award of a contract. All documents associated with the proposal submitted, unless the offeror indicates a portion of the proposal is proprietary, may be subject to public inspection in accordance with the Texas Public Information Act. All information obtained during this solicitation will become property of NCTCOG.

SECTION 4: EVALUATION AND AWARD

4.0 TIME FOR EVALUATION

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

4.1 EVALUATION PROCESS

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

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

4.2 BAFO AND CLARIFICATION REQUESTS

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

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

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

4.3 ORAL PRESENTATIONS

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

4.4 AWARD OF THE CONTRACT

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

4.5 PROPOSAL EVALUATION CRITERIA

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

Criteria Factors	Proposal Section	Description	Points
Capacity to Deliver	Tab A	Points will be awarded for response to this section.	10
Demonstrated Past Success	Tab B	Points will be awarded for response to this section.	10
Quality Control	Tab C	Points will be awarded for response to this section.	5
Technical Proposal	Tab D	Points will be awarded for narrative response to the questions listed in this section.	40
Proposal Pricing	Tab E	Points will be awarded based upon responses to the Example Market Basket and other requirements of Tab E.	30
HUB Status	Attachment IX	Additional score will be awarded in this section to Historically Underutilized Businesses, Minority, or Women-Owned or Disadvantaged Business Enterprises (HUB).	5

SECTION 5: SPECIFICATIONS

5.0 SCOPE OF WORK

The intent of this RFP is to establish a Master Services Agreement that covers at minimum the purchase of **Electronics Console Cleaning and Preventative Maintenance Services** including, but not limited to:

- 9-1-1 Dispatch Centers
- IT Centers
- Airport Control Towers
- Jail and Correctional Facilities Secure Areas
- Other Facilities with Electronics Consoles

5.1 TECHNICAL

This section provides a detailed explanation as to the **Electronics Console Cleaning and Preventative Maintenance Services** Scope of Work, which shall be comprised of the following:

- 5.1.1 NCTCOG serves as fiscal and administrative agent for the North Central Texas Emergency Communications District (NCT9-1-1). NCT9-1-1 is responsible for 40 plus Emergency Communication Centers (ECCs) in 13 counties and five municipalities surrounding the Dallas/Fort Worth Metroplex. Each ECC has between two and twelve positions and there are in excess of 160 positions throughout the region. Each ECC is responsible for contracting for its own cleaning; therefore, no contract quantities can be guaranteed.
- 5.1.2 For other agencies that purchase the service through the Master Service Agreement, the number of ECC positions and the number of consoles requested by the agency may vary. Therefore, the proposal shall be unit priced. If a minimum order quantity exists, offeror shall state such in the proposal.
- 5.1.3 The awarded contractor and staff performing the cleaning services must be CJIS certified. Some ECC locations may require additional background checks and access may be denied if the background check includes any findings.
- 5.1.4 The contractor cleaning staff must be able to work with limited noise as cleaning will be in a live emergency call center.
- 5.1.5 Contractor must provide its own equipment and all supplies.
- 5.1.9 The service shall include, but not be limited to, the following:
 - Vacuum console CPU Cabinetry inside and out.
 - Vacuum reachable fabric panels – front, rear, and sides.
 - Vacuum under console cavity shelves.
 - Vacuum under consoles for disregarded food and particles that can cause allergens and pests.
 - Clean all counters attached to the console.
 - Clean and disinfect all high touch areas attached to the console.
 - Clean and disinfect all peripherals including keyboards, mice, phone, monitors and input surfaces on the console.
 - Attempt to remove stains from console fabric panels.
 - Check and/or replace post caps on console.
 - Check alignment and fit of work surfaces to side surfaces on consoles.
 - Re-level and orient primary console surfaces.
 - Check all consoles for level, return consoles to level.
 - Align individual console positions to room if necessary.
 - Align and check doors under consoles and rear access doors.
 - Check and/or replace console door stops on foundation.

- Visually and physically check and inspect all electrical (CPU, Radio, USB, Ethernet and Monitor) equipment for frayed wires and other defects and/or adjustments needed on the console.
- Inform of any wiring concerns.
- Offer wiring services at an additional charge with separate estimate.
- Check all filters in the console air controls units and inform of any issues.
- Inspect and repair console air control duct arms.
- Inspect console fans and control units.
- Check and/or re-hang console panels to posts.
- Tighten screws or bolts on mechanical parts or wire management of console.
- Inspect all console lights and inform of any concerns.
- Re-fasten console leg and comfort control wires.
- Replace broken wire management pieces and tie down wiring related to the mechanical lift portion of the console only.
- Utilize green cleaning solution engineered water for cleaning rather than harmful chemicals.
- Use professional, contactor-grade, certified HEPA filtered (99.97% at 0.3 microns) vacuum with low-noise level and fully automatic filter cleaning system.
- Complete services while center stays live – operators will not need to be relocated outside the operating floor.
- Employees conducting the services understand the sensitivity to operational activities and work accordingly with the ability to adjust to the needs of the center.
- All employees conducting the services are direct employees and not subcontracted.
- All employees conducting the services are CJIS Certified and can show documentation, if requested.
- All employees conducting the services have background checks and can show documentation upon request.
- Provide a detailed project inspection report upon completion that is given to the sites following services.

5.1.10 Service Area: To be under consideration for an award of a TXShare contract, a vendor **does not** have to propose to service the entire State of Texas, nor do you have to propose to service all fifty (50) states of the United States of America. The TXShare Cooperative Purchasing Program requests that offerors 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. During the evaluation process, your responses to the service area designation forms **will not** be taken into consideration when determining the quality of your proposal.

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

5.1.11 Offerors should prepare a proposal that describes the products and services that they are proposing to provide. Proposals must demonstrate the offeror's capability to provide **all or part** of the requested services. An offeror's proposal will be evaluated only for the products and services that they propose.

5.1.12 NCTCOG reserves the right to select the proposal or proposals offering the most advantageous combination, with price and other evaluation criteria considered. Offeror should furnish pricing related to each item on which offeror wishes to propose, and either leave the questions for other items unanswered (blank) or indicate "No Bid." NCTCOG will consider items individually and may make awards on each item independently.

5.2 CONTRACT TYPE

If awarded, your proposal will result in a fixed price contract based on unit prices for **Product Categories #1 – 4**. If applicable for **Product Category #5**, a discount off of price list.

By signing this proposal, the offeror certifies that the proposing entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals, or licenses, necessary for lawful performance of its obligations under this contract.

5.3 CONTRACT TERM

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

5.4 WARRANTY/GUARANTEE

All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

5.5 PRICING

This RFP requires unit pricing for the services listed. Additional optional services offered in the proposal may be priced either by unit or by a “discount from catalog” pricing. Freight, transportation and delivery charges should not be included in unit pricing. Do not include sales tax in proposal pricing.

All unit prices and discount percentages shall remain firm for the duration of any awarded contract. For discounted pricing, offeror may submit updated pricelists reflecting market-wide price increases that occur during the term of contract and shall provide upon request such supporting documentation as TXShare may require. In the event of price decreases, such price decreases shall be allowed for all products. If applicable, a copy of, or link to, the vendor’s current pricelist should be submitted with the Proposal.

Discount from Catalog. If offering a “discount from catalog”, vendor should furnish a proposal that indicates a discount percentage to be applied to all items in vendor’s published catalog. A percentage discount of zero is acceptable. If tiered pricing is offered, offeror must list quantities required for each tier. Offeror must submit the current catalog published pricelist with the proposal via electronic, searchable .PDF format.

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

Price Escalation/De-escalation. The pricing (or discount percentage) proposed by the offeror shall be of a fixed price nature for the first six (6) months of the contract. Escalation requests may be made no more than every ninety (90) days and are subject to mutual written amendment to the contract between the NCTCOG and the contractor. It is the responsibility of the contractor to petition NCTCOG changes to the pricing structure. Price decreases (or discount percentage increase) may be made at any time and without written agreement. Further, the awarded vendor may negotiate more favorable pricing terms with the individual customer based on quantity or other conditions of purchase without seeking approval from NCTCOG.

5.5 QUALITY

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

5.5.1 **Safety Requirements.** All items proposed must comply with current applicable safety or regulatory standards or codes.

5.5.2 **Deviation from Industry Standard.** Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.

5.6 NEW PRODUCTS AND SERVICES

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

5.7 ALL OR NOTHING AWARD

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

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

SECTION 6: GENERAL TERMS AND CONDITIONS

6.0 TERMS

6.1 Sales Tax. NCTCOG is exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization’s use. A tax exemption certificate will be issued upon request.

6.2 Conditions. NCTCOG reserves the right to accept or reject any and/or all submissions or to cancel this notice at any time.

6.2.1 A response to this solicitation does not commit NCTCOG to a purchase contract, or to pay any costs incurred in the preparation of such response.

6.2.2 Unless the offeror specifies in the proposals, NCTCOG may award the contract for any items/services or group of items/services in the solicitation and may increase or decrease the quantity specified.

6.2.3 NCTCOG reserves the right to hold and accept any proposals received by the submission deadline for a period of ninety (90) days after the deadline if a determination has not been made for an award.

6.2.4 NCTCOG reserves the right to negotiate the final terms of any and all purchase contracts with offeror(s) selected and such contracts negotiated as a result of this solicitation may be re-negotiated and/or amended in order to successfully meet the agency needs.

6.2.5 NCTCOG reserves the right to waive any defect in this procurement process or to make changes to this solicitation, as it deems necessary. NCTCOG will provide notifications of such changes to all offerors recorded in the official record (Distribution Log/Receipts Record) as having received or requested solicitation.

6.2.6 NCTCOG reserves the right to contact any individual, agencies, or employers listed in a submission, to contact others who may have experience and/or knowledge of the offeror's relevant performance and/or qualifications; and to request additional information from any and all offerors.

6.2.7 NCTCOG reserves the right to conduct a review of records, systems, procedures, etc., of any entity selected for funding. This may occur prior to, or subsequent to, the award of a purchase contract. Misrepresentation of the offeror's ability to perform as stated in the qualification submittals may result in cancellation of the purchase contract award.

6.2.8 NCTCOG reserves the right to withdraw or reduce the amount of an award, or to cancel any contract resulting from this procurement if adequate funding is not available.

6.2.9 Offeror shall not, under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of NCTCOG for the purpose of, or having the effect of, influencing favorable disposition toward their own submission or any other submitted hereunder.

6.2.10 No employee, officer, or agent of NCTCOG shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, exists.

- 6.2.11 Offeror shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause the offeror's bid to be rejected. This does not preclude joint ventures or subcontracts.
- 6.2.12 All proposals submitted must be an original work product of the offeror. The copying, paraphrasing, or other use of substantial portions of the work product of others and submitted hereunder, as original work of the offeror is not permitted. Failure to adhere to this instruction may cause the proposal submission(s) to be rejected.
- 6.2.13 The only purpose of this solicitation is to ensure uniform information in the selection of proposals and procurement of services. This solicitation is not to be construed as a purchase contract, or as a commitment of any kind, nor does it commit NCTCOG to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by NCTCOG.
- 6.2.14 The contents of a successful proposal submission may become a contractual obligation, if selected for award of a contract. Failure of the offeror to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to the successful offeror as a basis for release of proposed services at stated price/cost. Any damages accruing to NCTCOG as a result of the offeror's failure to contract may be recovered from the offeror.
- 6.2.15 A contract with the selected offeror may be withheld at the sole discretion of NCTCOG if issues of contract compliance or questioned/disallowed costs exist, until such issues are satisfactorily resolved. Award of contract may be withdrawn by NCTCOG if resolution is not satisfactory to NCTCOG.
- 6.2.16 NCTCOG is the responsible authority for handling complaints or protests regarding the selection process. This includes, but is not limited to, disputes, claims, protest of award, source evaluation or other matters of a contractual nature. Offeror agrees, to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this process informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.

6.3 House Bill 89 Certification

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

6.4 Insurance Requirements. At all times during the term of any awarded contract, contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in writing between contractor and participating entities. Further, contractor shall require all contractors and sub-contractors performing work for which the same liabilities may apply under the contract to do likewise. 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.

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

Commercial General Liability:

Required Limits:

\$1,000,000 per occurrence;

\$3,000,000 Annual Aggregate

Commercial General Liability policy shall include:

Coverage A: Bodily injury and property damage;

Coverage B: Personal and Advertising Injury liability;

Coverage C: Medical Payments;
Products: Completed Operations;
Fire Legal Liability;

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

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

Professional Errors and Omissions liability:
Required Limits:
\$1,000,000 Each Claim
\$1,000,000 Annual Aggregate

- 6.5. Indemnification.** Contractor shall defend, indemnify, and hold harmless NCTCOG, NCTCOG’s affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys’ fees and court costs) (collectively, “Losses”) arising out of or relating to: (i) Services performed and carried out pursuant to the contract; (ii) breach of any obligation, warranty, or representation in the contract, (iii) the negligence or willful misconduct of contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by contractor and/or its employees or subcontractors of any right of a third party; provided, however, that contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any losses are the result of NCTCOG’s gross negligence or willful misconduct.
- 6.6. Force Majeure.** It is expressly understood and agreed by both parties that, if the performance of any provision of a contract resulting from this procurement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of the contract to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.
- 6.7 Form 1295.** The Texas Legislature has adopted House Bill 1295. In summary, the law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to our agency prior to the award of certain contracts. The disclosure of interested parties must be completed electronically and submitted through the Texas Ethics Commission website. If the requirement applies to the contract resulting from this RFP, NCTCOG will notify the vendor that the disclosure is required and will provide a specific contract number for inclusion in the submittal. For more information about the process, please visit the following website: https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html.
- 6.8 Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 6.9 Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 6.10 Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.

- 6.11 Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 6.12 Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 6.13 Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 6.14 Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 6.15 Restrictions on Lobbying.** Contractor is prohibited from using monies for lobbying purposes; Contractor shall comply with the special provision “Restrictions on Lobbying,” which is included as Attachment V of the RFP. Contractor shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.
- 6.16 Drug-Free Workplace.** Contractor shall provide a drug free workplace in compliance with the Drug Free Work Place Act of 1988.
- 6.17 Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.

6.18 Civil Rights Compliance

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

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

Incorporation of Provisions: Contractor will include the provisions of the paragraphs listed above, in this section 9.13, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the regulations and directives issued pursuant thereto. contractor will take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if 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.

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

6.20 Pertinent Non-Discrimination Authorities. During the performance of the agreement, contractor, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

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

resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

- i. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

6.21 Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts.

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

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

6.22 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.

6.23 Domestic Preference for Procurements.

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

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

SECTION 7: HOW TO SUBMIT YOUR PROPOSAL

7.0 INSTRUCTIONS FOR OFFERORS

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

Important Note: Your entire proposal must consist of the cover sheet, your responses to Tabs A-G, Exhibits 1-3, and the completed Attachments I-X.

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

TAB A - CAPACITY TO DELIVER

- A brief statement of the offeror’s understanding of the work to be done.
- Describe your firm’s approach and clearly indicate any exceptions to the specifications, options or alternatives being proposed. It should also indicate any major requirements that cannot be met by the firm.
- Describe your firm’s qualifications in providing services for governmental projects.
- Describe your firm’s capabilities to perform the work in a timely fashion.
- List the business location out of which your firm’s team members will work from.

TAB B - DEMONSTRATED PAST SUCCESS

- Describe your firm’s experience providing services for governmental clients of a similar nature in the last five years.

- Include a list of no more than five (5) relevant services contracts awarded within the last 5 years. These same five projects should be used as your references in Tab E.

TAB C - QUALITY CONTROL

- Describe personnel, equipment, technologies, or other resources and methodologies commonly used by your firm that may be applicable to this service. Describe your quality control and quality assurance programs.

TAB D - TECHNICAL PROPOSAL

- This section should constitute the major portion of the submittal and must contain a narrative in specific response to items listed below. NCTCOG encourages vendors to be creative when developing their proposals for the requested goods and or service(s).
- In your narrative, match the corresponding number of the item below with its specific answer.
 1. Review “Section 5: Specifications” of this RFP. Are there any requirements that you cannot provide, or offer an alternative to? Describe any exceptions to the requirements. If there are no exceptions, please explicitly state that no exceptions are taken to any part of Section 5. Further, describe any exceptions to other sections of this RFP. Your offer must be in compliance with stated terms and conditions unless NCTCOG accepts written identified exceptions of your proposal.
 2. Describe your process for responding to an order for service.
 3. Describe your process of scheduling service to the customer. What is the average turnaround time?
 4. Describe your customer satisfaction services, to include any warranty and/or repair capabilities.
 5. Describe your invoicing process. Is payment by credit card accepted? Is a deposit required?
 6. Review the pricing categories identified in Exhibit 1 of this RFP. Are there any category items that you cannot offer, or are there additional optional pricing categories that you wish to offer for consideration?
 7. Designate specific contact person(s) for the following phases: (1) bid process (2) contracting process (3) contract administration (primary point of contact for receiving orders from Participating Entities).
- Failure to provide written narrative response to this section will be interpreted by NCTCOG as an *inability* by the firm to provide the requested product, service or function and may subject the proposal to disqualification.

TAB E - PROPOSAL PRICING

Offerors should furnish a proposal that specifies a pricing model(s) that will apply to all orders placed under this contract. The pricing models(s) can be based on quantity or a flat percentage discount across the board. Please provide a current suggested list pricing (rate card) for the products and services that you intend to provide in your proposal.

TAB F - REFERENCES

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

TAB G - REQUIRED ATTACHMENTS

Please include ALL ATTACHMENTS (I-X) and EXHIBITS appended to the rear of this solicitation document, completed and signed as applicable. All attachments must be submitted with the proposal, or the proposal may be disqualified as nonresponsive. IF AN ATTACHMENT DOES NOT APPLY, PLEASE MARK AS “NOT APPLICABLE” AND SUBMIT WITH THE PROPOSAL.

EXHIBIT 1
DESCRIPTION OF DESIRED PRODUCT CATEGORIES FOR PROPOSED PRICING

Offerors should furnish a proposal that contains pricing for the products and services they wish to offer, choosing from the list below. Offerors are not required to provide the entirety of services.

Product Category #1: Console Cleaning and Preventative Maintenance.

\$ _____ per console position

Product Category #2: Wire Management.

\$ _____ per console position

Product Category #3: Steam Cleaning Chair.

\$ _____ per chair

Product Category #4: Furniture Moving.

\$ _____ per hour

Product Category #5: Optional Ancillary Goods/Services.

% _____ discount off of list price. (Note: Please provide a descriptive list of the additional optional goods or services you would like to offer. Enter information below or attach a list)

List: _____

EXHIBIT 2
SAMPLE MARKET BASKET FORM

This form will be used for **evaluation purposes only**.

Please use the information below along with the subsequent sample pricing form to complete this section. The following specifications are derived from manufacturer datasheets and from authorized third-party resellers when data is otherwise not readily available. Each market basket item will be priced at one (1) unit of measure.

Form follows on next page.

SAMPLE MARKET BASKET

Item	Qty	Unit of Measure	Unit Price
Product Category #1: Console Cleaning and Preventative Maintenance	1	per console position	\$ _____
Product Category #2: Wire Management	1	per console position	\$ _____
Product Category #3: Steam Cleaning Chairs	1	Per each	\$ _____
Product Category #4: Furniture Moving	1	Hour	\$ _____

**EXHIBIT 3
SERVICE DESIGNATION AREAS**

RFP 2024-011	Texas Service Area Designation or Identification		
Proposing Firm Name:			
Notes:	Indicate in the appropriate box whether you are proposing to service the entire state of Texas		
	Will service the entire state of Texas	Will not service the entire state of Texas	
	If you are not proposing to service the entire state of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.		
Item	Region	Metropolitan Statistical Areas	Designated Service Area
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area	
2.	High Plains	Amarillo Lubbock	
3.	Northwest	Abilene Wichita Falls	
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler	
5.	Southeast	Beaumont-Port Arthur	
6.	Gulf Coast	Houston-The Woodlands- Sugar Land	
7.	Central Texas	College Station-Bryan Killeen-Temple Waco	
8.	Capital Texas	Austin-Round Rock	
9.	Alamo	San Antonio-New Braunfels Victoria	
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission	
11.	West Texas	Midland Odessa San Angelo	
12.	Upper Rio Grande	El Paso	

(Exhibit 3 continued on next page)

RFP 2024-011		Nationwide Service Area Designation or Identification Form	
Proposing Firm Name:			
Notes:	Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.		
	Will service all fifty (50) states	Will not service fifty (50) states	
	If you are not proposing to service to all fifty (50) states, then designate on the form below the states that you will provide service to. By designating a state or states, you are certifying that you are willing and able to provide the proposed goods and services in those states.		
If you are only proposing to service a specific region, metropolitan statistical area (MSA), or city in a State, then indicate as such in the appropriate column box.			
Item	State	Region/MSA/City (write "ALL" if proposing to service entire state)	Designated as a Service Area
1.	Alabama		
2.	Alaska		
3.	Arizona		
4.	Arkansas		
5.	California		
6.	Colorado		
7.	Connecticut		
8.	Delaware		
9.	Florida		
10.	Georgia		
11.	Hawaii		
12.	Idaho		
13.	Illinois		
14.	Indiana		
15.	Iowa		
16.	Kansas		
17.	Kentucky		
18.	Louisiana		
19.	Maine		

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

End of Exhibit 3

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

REQUIRED ATTACHMENT CHECKLIST

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

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

Compliance with the Solicitation

Submissions must be in strict compliance with this solicitation. Failure to comply with all provisions of the solicitation may result in disqualification. Offeror recognizes that all proposals must be submitted electronically through PublicPurchase.com by the RFP due date and time. All other forms of submissions will be deemed nonresponsive and will not be opened or considered.

Acknowledgment of Insurance Requirements

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

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

**ATTACHMENT II:
CERTIFICATIONS OF OFFEROR**

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

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

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

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

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

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

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

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

Name of Organization/Contractor(s):

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

**ATTACHMENT IV:
RESTRICTIONS ON LOBBYING**

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

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

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

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

(Attachment continued on next page)

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

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

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

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

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

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

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

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

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

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

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

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

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

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

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

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

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

Name of Organization/Contractor

Signature of Authorized Representative:

Printed/Typed Name and Title of Authorized Representative

Date

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

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

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

ATTACHMENT X
NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS

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

(Attachment continued on next page)

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

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

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

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

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date:

-OR-

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

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

(Attachment continued on next page)

DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

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

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

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

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

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

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

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

-OR-

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

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

(Attachment continued on next page)

(Attachment X: Cont.)

BOYCOTTING OF CERTAIN ENERGY COMPANIES

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

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

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

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

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

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

-OR-

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

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

