

TXShare

Your Public Sector Solutions Center

REQUEST FOR PROPOSALS

For

Advanced Metering Infrastructure (AMI) Solutions

RFP # 2025-002

Sealed proposals will be accepted until 2:00 PM CT, **January 10, 2025**, and then publicly opened and read aloud thereafter.

Legal Name of Proposing Firm

Contact Person for This Proposal

Title

Contact Person Telephone Number

Contact Person E-Mail Address

Street Address of Principal Place of Business

City/State

Zip

Mailing Address of Principal Place of Business

City/State

Zip

Point of Contact for Contract Negotiations

Title

Point of Contact Telephone Number

Point of Contact Person E-Mail Address

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

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

COVER SHEET

TABLE OF CONTENTS

RFP NUMBER: 2025-002

COVER SHEET	1
SECTION 1: OVERVIEW	3
SECTION 2: TXSHARE COOPERATIVE PURCHASING PROGRAM	4
SECTION 3: GENERAL INFORMATION	7
SECTION 4: EVALUATION AND AWARD	9
SECTION 5: SPECIFICATIONS	11
SECTION 6: HOW TO SUBMIT YOUR PROPOSAL	18
ATTACHMENT I: INSTRUCTIONS	21
ATTACHMENT II: CERTIFICATIONS OF OFFEROR	22
ATTACHMENT III: CERTIFICATION	23
ATTACHMENT IV: RESTRICTIONS ON LOBBYING	24
ATTACHMENT V: DRUG-FREE WORKPLACE CERTIFICATION	26
ATTACHMENT VI: DISCLOSURE OF CONFLICT OF INTEREST	27
ATTACHMENT VII: CERTIFICATION OF FAIR BUSINESS PRACTICES	30
ATTACHMENT VIII: CERTIFICATION OF GOOD STANDING	31
ATTACHMENT IX: HISTORICALLY UNDERUTILIZED BUSINESSES,	32
ATTACHMENT X: NCTCOG FEDERAL AND STATE OF TEXAS	33
REQUIRED PROCUREMENT PROVISIONS	33
EXHIBIT 1: PRICING PROPOSAL	36
EXHIBIT 2: SAMPLE MARKET BASKET FORM	38
EXHIBIT 3: SERVICE DESIGNATION AREAS	39

SECTION 1: OVERVIEW

1.0 PURPOSE

The North Central Texas Council of Governments (“NCTCOG”) seeks proposals from vendors with the background, experience, skills, and capability to provide equipment, software, installation and/or other related services for a comprehensive Advanced Metering Infrastructure (AMI) solution described herein to the members of its TXShare Cooperative Purchasing Program (“TXShare”). The awarded contracts will be promoted via TXShare. The purpose of this Request for Proposals is to solicit responses that result in a contract with one or more vendor(s) that are qualified to provide one or more categories of the goods or services described herein.

The desired service categories are as listed below:

Service Category #1: Water Utility Equipment, Products, and Supplies

Service Category #2: Installation and Repair Services

Service Category #3: Professional Services

Service Category #4: Ancillary Goods and/or Services

1.0.1 Definitions:

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

1.0.2 Outcome

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

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

SECTION 2: TXSHARE COOPERATIVE PURCHASING PROGRAM

2.0 BENEFITS OF A COOPERATIVE PURCHASING PROGRAM

2.0.1 How Does a Cooperative Purchasing Program Work?

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

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

2.0.2 How Does a Government Entity Benefit?

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

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

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

2.0.3 How Does A Vendor Benefit?

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

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

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

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

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

2.0.4 Mutual Benefits

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

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

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

2.1 NCTCOG OVERVIEW

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

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

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

2.2 TXSHARE PROGRAM EXPLANATION

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

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

2.3 CONTRACT MANAGEMENT AND REPORTING

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

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

2.4 ADMINISTRATIVE FEE

TXShare will collect an administrative fee, in the form of a percentage of sales, that will apply to all sales between the contractor and public entities using the cooperative program awarded contract. NCTCOG is included as a public entity customer as it may also make purchases through the contract. The administrative fee will be remitted by the contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The administration fee for this program will be 2.5% of sales.

2.5 INTERLOCAL AGREEMENT

Governmental entities are extended the opportunity to purchase from contracts awarded by the NCTCOG TXShare

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

2.6 STANDARD TERMS AND CONDITIONS

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

SECTION 3: GENERAL INFORMATION

3.0 CONTRACT INTENT

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

3.1 ADMINISTRATIVE GUIDANCE

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

3.2 ADDENDA

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

3.3 SOLICITATION SCHEDULE

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

The anticipated schedule is as follows:

RFP Issued	November 22, 2024	
Pre-Proposal Conference	December 5, 2024	10:00 AM CT
Inquiry Period Ends	December 12, 2024	5:00 PM CT
Proposal Due Date	January 10, 2025	2:00 PM CT
Planned Contract Award	Feb 2025	

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

3.4 PRE-PROPOSAL CONFERENCE

There will be a non-mandatory pre-proposal conference at 10:00 AM on **December 5, 2024**, via Microsoft Teams.

The invitation is as follows:

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 275 224 999 657

Passcode: Foygy9

Dial in by phone

[+1 903-508-4574,,506171489#](#) United States, Tyler

[Find a local number](#)

Phone conference ID: 506 171 489#

3.5 QUESTIONS AND REQUESTS FOR CLARIFICATION (INQUIRY)

Questions arising subsequent to the issuance of this solicitation will be received until 5:00 PM CT on **December 12, 2024**, and must be submitted electronically to www.publicpurchase.com. Questions received after this time may not be answered in sufficient time to benefit the vendor in preparing a proposal. General questions about the

process may be answered directly to the inquirer. Any questions of a material nature that require clarification of, or additional information added to, the solicitation will be published via addenda posted to the Public Purchase website and available for viewing of all registered participants.

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

3.6 PROPOSAL SUBMISSION

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

Submission of your proposal must be through uploading the proposal via Public Purchase website no later than **2:00 PM CT on January 10, 2025**, the proposal due date. Proposals shall be made in English in a searchable PDF format. It is your responsibility to ensure that the proposals are properly uploaded as described above by the designated due date and time. NCTCOG assumes no responsibility for delays caused by any reason. Late proposals will not be accepted nor considered. Proposals may be withdrawn at any time prior to the submittal deadline, but they may not be withdrawn after the official opening.

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

3.7 PUBLIC OPENING

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

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

The public opening will be on Microsoft Teams as follows:

[Join the meeting now](#)

Meeting ID: 250 231 336 546

Passcode: rm2aT3ta

Dial in by phone

[+1 903-508-4574,,478609771#](#) United States, Tyler

[Find a local number](#)

Phone conference ID: 478 609 771#

SECTION 4: EVALUATION AND AWARD

4.0 TIME FOR EVALUATION

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

4.1 EVALUATION PROCESS

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

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

4.2 BAFO AND CLARIFICATION REQUESTS

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

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

4.3 ORAL PRESENTATIONS

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

4.4 AWARD OF THE CONTRACT

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

4.5 PROPOSAL EVALUATION CRITERIA

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

Weighted Scoring Criteria	Description	Weighted Maximum Percentage Points
Key Personnel & References	Points will be awarded for the <u>clear inclusion</u> of the required components of Key Personnel information and References , as outlined in greater detail in Section 6.0 .	10%
Project-Related Experience and Qualifications	Points will be awarded based on the <u>clear inclusion and quality of response</u> regarding the required information regarding Project-Related Experience and Qualifications , as outlined in greater detail in Section 6.0 .	20%
Adaptability and Versatility	Points will be awarded on how effectively the proposed solution adapts to diverse infrastructure needs, regulatory requirements, and integration capabilities across different TXShare members.	10%
Technical Proposal: Performance and Data Security	Points will be awarded based on the <u>clear inclusion and quality of response</u> addressing Project Goals and Desired Outcomes, Key Challenges, Solution Requirements, and how well the proposed solution maintains high accuracy, reliability, and data security standards across varied operating environments.	25%
Scalability and Support	Points will be awarded based on the proposed solution scalability and support.	10%
Proposal Pricing: Cost Structure and Savings	Points will be awarded based on proposed pricing model alignment with cooperative purchasing goals, providing cost efficiencies and flexible financing options, as outlined in greater detail in Section 6.0 .	25%
TOTAL POSSIBLE PERCENTAGE POINTS		100%
Additional Points Criteria		Additional Points
Value-Add	Points will be awarded based on the <u>inclusion, clarity, and quality of the Value-Add</u> section, which should demonstrate innovative approaches or supplementary functionalities that enhance the primary scope of work. Respondents should highlight unique benefits to local government operations.	5 points
Proof of HUB Certification	Points will be awarded upon submission of <u>proof of certification</u> as a Historically Underutilized Business (HUB), Minority, Women-Owned or Disadvantaged Business Enterprise.	5 points

SECTION 5: SPECIFICATIONS

5.0 INTRODUCTION AND BACKGROUND

TXShare, a cooperative purchasing program serving municipalities, utilities, and other governmental entities across the U.S. is issuing this RFP on behalf of its members to replace outdated water metering systems with a modern, adaptable advanced metering infrastructure (AMI) solution. This initiative also encompasses the provision of meter change-out services and repair parts to ensure ongoing reliability and functionality. The goal of this cooperative initiative is to leverage economies of scale to provide a flexible, scalable solution that meets the diverse needs of TXShare's member entities, ranging from small towns to large cities.

TXShare members have varying water distribution systems, communication technologies, and data management requirements. Therefore, the proposed water metering solution must offer adaptability, long-term scalability, and integration capabilities suitable for use across multiple environments. TXShare invites vendors to propose solutions that address these challenges and support the overall strategic goals of improving water management, data accuracy, customer engagement, and operational efficiency across its diverse membership base.

5.1 PROJECT GOALS AND DESIRED OUTCOMES

The water meter replacement project is designed to achieve the following key goals, which TXShare's members share. Vendors are invited to address these goals as challenges that require innovative, flexible solutions:

- **Goal 1: Provide a Versatile Water Metering Solution**
 - **Challenge:** Develop a metering system that can be customized to suit different environments, infrastructure types, and pipe configurations across TXShare's member entities, ensuring compatibility with residential, commercial, and industrial areas.
- **Goal 2: Implement Advanced Data Management and Integration**
 - **Challenge:** Propose a system that enables real-time, secure data access and integrates seamlessly with a variety of billing and customer service platforms used by TXShare members. The system must provide automated meter reading (AMR) and advanced metering infrastructure (AMI) capabilities tailored to each entity's operational needs.
- **Goal 3: Achieve Cost-Effective and Scalable Implementation**
 - **Challenge:** Provide a pricing model that supports phased implementation across the cooperative and offers flexibility for entities of different sizes and financial capacities. The solution should accommodate both immediate needs and future scalability as more TXShare members choose to participate in the program.
- **Goal 4: Ensure Efficient Maintenance, Repair, and Meter Replacement Support for Member Entities**
 - **Challenge:** Create a comprehensive support program that provides training, resources, and responsive service for maintaining and repairing metering systems. This program should facilitate timely meter replacements and repairs, minimizing service disruptions. Additionally, propose a proactive maintenance schedule and a streamlined issue-reporting process that can adapt to the varying needs and capacities of TXShare member entities.

5.2 KEY CHALLENGES TO ADDRESS

Vendors are expected to propose solutions that address the following cooperative-specific challenges:

- **Challenge 1: Multi-Environment Compatibility**

Develop an advanced water metering infrastructure solution that supports diverse installation conditions found among TXShare members, including varying pipe materials, meters, sizes, and locations (e.g., underground, indoor, outdoor). The meters should be compliant with regional regulatory standards and adaptable to both urban and rural environments.

- **Challenge 2: Standardized Yet Customizable Data Integration**

Provide a data management system offering standardized core functionalities while allowing customization to meet the unique integration requirements of each member entity's billing, data management, and customer service platforms. The system must facilitate *accurate* real-time data transmission, secure data handling, and customer access to water usage information.

- **Challenge 3: Phased Implementation for Cooperative Scalability**

Propose a flexible implementation plan that allows for phased rollouts across multiple TXShare members with varying readiness levels. This plan should include strategies for minimizing disruption during installation, clear communication with residents, and efficient onboarding processes for new members joining the program in the future.

- **Challenge 4: Cost Efficiency**

Develop a cooperative pricing and financing model that offers cost savings through economies of scale. The model should support tiered pricing to accommodate different implementation scales and provide options for financing.

- **Challenge 5: AI-Driven Analytics and Predictive Insights**

Develop an AI-based analytics platform that enhances decision-making for TXShare members by providing predictive insights into water usage patterns, potential leaks, and maintenance needs. The solution should incorporate machine learning algorithms to analyze historical and real-time data, enabling proactive management of water resources. Respondents should address how the AI system can:

- Identify anomalies in water consumption that may indicate leaks or inefficiencies.
- Provide predictive maintenance recommendations to minimize downtime and repair costs.
- Enhance customer engagement by offering personalized usage reports and alerts based on individual consumption trends.

The AI-driven platform should be scalable, allowing for continuous improvement as more data is collected and analyzed over time.

5.3 MINIMUM SOLUTION REQUIREMENTS

The proposed solution must meet the following minimum cooperative requirements to support TXShare's diverse membership:

- **Compatibility:** Support a variety of communication technologies (e.g., AMI, AMR, fixed, cellular) to accommodate different technical and infrastructure conditions across TXShare members.
- **Pricing Structure:** Offer a cooperative percentage (%) discount pricing model with tiered pricing and flexible financing options, tailored to the size and scope of each member's implementation phase.
- **Data System and Security:** Ensure robust data security measures that comply with varying regulations across multiple jurisdictions, protecting consumer information and facilitating secure data transmission.
- **Maintenance and Support:** Ensure system efficiency and reliability by offering key maintenance and support offerings to include but not limited to:
 - System Monitoring and Management
 - Software Updates and Upgrades
 - Hardware Maintenance
 - Technical Support
 - Performance Reporting
- **Performance Guarantee and Warranty:** Ensure long-term reliability, accuracy and support by providing comprehensive coverage covering all major components of the AMI system, including smart meters, communication devices, data collectors, and software.

- **Customer Engagement:** Offer a customer portal that allows customers to view their daily, monthly, and historical water usage volumes, leak alerts, high consumption alerts, and account information. Include tools and features that enhance customer engagement, such as mobile apps, SMS alerts, and personalized usage reports.
- **Training:** Offer a comprehensive training and support plan to ensure smooth implementation and ongoing operation.
- **Scalability:** Ensure proposed solution can scale to accommodate future growth in the number of meters and data volume. This includes both hardware and software scalability.
- **Data Analytics and Reporting:** Advanced analytics capabilities to provide actionable insights from the collected data to aid in demand forecasting, load management, and identifying patterns in energy or water usage.
- **Disaster Recovery and Business Continuity:** Include robust disaster recovery plans and business continuity strategies to ensure the system remains operational during emergencies.
- **Pilot Testing:** Before full deployment, conduct pilot testing to identify any potential issues to ensure the system meets all requirements in a real-world environment.

5.4 OTHER REQUIREMENTS

5.4.1 Objectives.

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

5.4.2 Service Area.

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

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

5.4.3 Service Category Offer.

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

5.5 CONTRACT TYPE

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

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

5.6 CONTRACT TERM

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

5.7 WARRANTY/GUARANTEE

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

5.8 CATALOGS

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

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

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

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

5.9 QUALITY

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

5.10 NEW GOODS AND SERVICES

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

5.11 ALL OR NOTHING AWARD

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

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

5.12 PRICING

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

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

5.12.1 Catalog Pricing

5.12.1.1 - Discount – Responding Offerors are requested to submit a proposal that will contain specific goods and/or services, to include but not limited to installation, professional and project management services, that would qualify under the Categories listed, and outlines the approach to addressing the project goals, key challenges, and minimum solution requirements stated in this Section 5. *A minimum percentage discount is to be stated for each Category.* This is commonly referred to as “discount pricing”.

The catalog offering a percentage discount should identify which Category of goods or services are covered by

the catalog and the corresponding minimum percentage discounts that apply. The discounts may be broken down by category and quantity, as well as by subcategory or tier (to the extent of the proposer's choosing). ***The Proposer may be creative in the percentage tier discounts to the extent deemed appropriate.***

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

Changes to a percentage discount catalog that add, modify, or delete items during the term of the contract are allowed at any time and without prior approval by NCTCOG. However, the minimum percentage discount list price is fixed and may only change through execution of a contract amendment. The awarded Contractor however does have the option to allow a greater percentage discount when negotiating a purchase with the Customer.

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

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

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

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

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

5.12.2 General Proposal Information

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

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

Any good and or service that your business sells, and reasonably meets one of the category descriptions of this RFP, may be proposed. However, they all require pricing by either unit price or discount from list in the

proposal. The list pricing may be by a schedule attached to your proposal or by a weblink to your business catalog. The pricing information, including link, are to be attached to the Price Sheet included in this RFP.

NOTE: Only goods or services categories that have pricing submitted in the proposal (either by unit cost or percentage discount off of list) are eligible for purchase through a contract award. You may propose pricing in a manner that works best for you to prepare your customized quotes to customers, but the pricing must be stated in such a manner that must be capable of audit by the customer.

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

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

FOR EVALUATION PURPOSES ONLY: Respondents are requested to complete and submit the Sample Market Basket Pricing Form, included as Exhibit 2 in this RFP package. This form will be utilized to assess each Respondent's ‘best value’ beyond simple percentage discounts and will play a key role in scoring your proposed pricing. While this item is solely for evaluation purposes, it may also be referenced in contract negotiations. Respondents are not required to complete the entire form; if a Respondent does not offer all items listed, please fill out only those items relevant to your offerings.

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

5.12.4 Price Escalation/De-escalation.

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

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

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

5.12.5 Sales Tax & Freight.

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

5.13 INDIVIDUAL CUSTOMER REQUIREMENTS

Other requirements may be negotiated by the Customer with the awarded contractor as part of the individual Customer orders such as performance, payment, and maintenance bonds, wage rates, local work requirements, adjusted insurance requirements, etc., which may affect final quotation cost.

SECTION 6: HOW TO SUBMIT YOUR PROPOSAL

6.0 INSTRUCTIONS FOR RESPONDENTS

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

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

Required Response Information

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

1. Certificate of Offeror and Statement of Understanding

The initial submission pages of your proposal will consist of:

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

2. Key Personnel

If applicable in providing services under this contract, attach statements of qualifications or resumes for all **managers, supervisors, and other team members** who will be involved in the management of the delivery of goods or services under this RFP.

3. References

Include at least four (4) recent references for customers (preferably public agencies) for whom you have provided services similar to those requested in this solicitation within the last three (3) years. Please include the organization's name (if applicable), contact person, phone number, email address for each reference. NCTCOG reserves the right to contact or visit any of the respondent's current and/or past customers to evaluate the level of performance and customer satisfaction.

4. Project-Related Experience and Qualifications

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

Provide a written response regarding **organization's and/or individual's** ability to meet and address the Project Goals and Desired Outcomes, Key Challenges, and Solution Requirements as outlined in Section 5.0. Include a brief statement of the respondent's background, including number of years in business for the requested services, and any additional pertinent information on how your proposed solution meets each requirement.

Include a listing of 3 Relevant Past Projects.

Include examples of past projects that demonstrate your experience and success in delivering AMI solutions, particularly those involving local government or similar entities. For each project, provide the following details:

1. **Project Description:** Provide a brief overview of the project, including its objectives, scope, and outcomes.
2. **Client:** Specify the name of the local government or entity you collaborated with.
3. **Technologies Used:** List the AMI technologies and tools implemented in the project.
4. **Results:** Describe the impact and benefits realized by the client as a result of your solution.

Proposal should clearly indicate any major requirements that cannot be met by the organization or individual.

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

5. *Technical Proposal*

This section should constitute the major portion of the submittal. **The proposal should detail the respondent's capabilities, knowledge and skills related to the desired outcomes and expectations outlined in this RFP. It should also address key challenges and outline how solution requirements, as specified in Section 5.0: Specifications, will be met. Additionally, respondents are encouraged to include any other areas or considerations that may not have been explicitly mentioned but are relevant to achieving the desired outcomes.**

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

6. *Pricing*

Respondents are required to submit a comprehensive pricing proposal that outlines their approach to addressing the project goals, key challenges, and minimum solution requirements outlined in Section 5. The proposal should not only reflect the costs associated with the proposed water metering solutions but also demonstrate flexibility and innovation in addressing the diverse needs of TXShare's member entities. Refer to Exhibit 1: Categories Offered and Pricing Proposal.

Points will be awarded based on the competitiveness and clarity of the Price Proposal.

7. *HUB Bonus*

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

8. *Proposed Value-Add*

Respondents are encouraged to include a **Value-Add** section in their submissions. This section should highlight any additional functionalities, services, or innovations that your proposed solution offers that is not outlined in the Scope of Work.

9. *Required Attachments*

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

REQUIRED ATTACHMENT CHECKLIST

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

- ☐ Page 1 - Cover Sheet
- ☐ Page 21 - Attachment I: Instructions for Proposals Compliance and Submittal
- ☐ Page 22 - Attachment II: Certification of Offeror
- ☐ Page 23 - Attachment III: Certification Regarding Debarment
- ☐ Page 24 - Attachment IV: Restrictions on Lobbying
- ☐ Page 26 - Attachment V: Drug-Free Workplace Certification
- ☐ Page 27 - Attachment VI: Certification Regarding Disclosure of Conflict of Interest
- ☐ Page 30 - Attachment VII: Certification of Fair Business Practices
- ☐ Page 31 - Attachment VIII: Certification of Good Standing Texas Corporate Franchise Tax Certification
- ☐ Page 32 - Attachment IX: Historically Underutilized Businesses
- ☐ Page 33 - Attachment X: Federal and State of Texas Required Procurement Provisions
- ☐ Page 36 - Exhibit 1: Pricing Proposal
- ☐ Page 38 - Exhibit 2: Sample Market Basket Form
- ☐ Page 39 – Exhibit 3: Service Area Designation Forms

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

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

Compliance with the Solicitation

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

Compliance with the NCTCOG Standard Terms and Conditions

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

Acknowledgment of Insurance Requirements

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

Name of Organization/Contractor(s):

Signature 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 acknowledge that I have read and understand the requirements and provisions of the solicitation and that the organization will comply with the regulations and other applicable local, state, and federal regulations and directives in the implementation of this contract.

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

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date:_____

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

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

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

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

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

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____

ATTACHMENT IV: RESTRICTIONS ON LOBBYING

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

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

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

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

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

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

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

Name of Organization/Contractor(s):

Signature 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(s):

Signature of Authorized Representative:

Date: _____

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

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

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

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

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

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

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

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

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

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

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

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

ATTACHMENT VII: CERTIFICATION OF FAIR BUSINESS PRACTICES

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

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date:_____

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

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

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

Indicate the certification that applies to your corporation:

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

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

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

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

(Printed/Typed Name and Title of Authorized Representative)

Signature

Date: _____

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

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

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

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

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

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

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

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

Vendor to Sign Below to Attest to Validity of Certification:

Vendor Name

Authorized Signature

Typed Name

Date

☐ Not applicable.

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

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

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

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

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

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

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

-OR-

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

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

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

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

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

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

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

**SIGNATURE OF AUTHORIZED
PERSON:**

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

-OR-

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

**SIGNATURE OF AUTHORIZED
PERSON:**

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

BOYCOTTING OF CERTAIN ENERGY COMPANIES

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

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

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

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

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

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

-OR-

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

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

EXHIBIT 1: CATEGORIES OFFERED AND PRICING PROPOSAL

Place a checkmark next to each category you are offering in your proposal:

_____ **Service Category #1: Water Utility Equipment, Products, and Supplies**

_____ **Service Category #2: Installation and Repair Services**

_____ **Service Category #3: Professional Services**

_____ **Service Category #4: Ancillary Goods and/or Services (List Below)**

Pricing Proposal

Respondents are required to submit a comprehensive pricing proposal that outlines their approach to addressing the project goals, key challenges, and minimum solution requirements outlined below. The proposal should not only reflect the costs associated with the proposed water metering solutions but also demonstrate flexibility and innovation in addressing the diverse needs of TXShare's member entities.

Project Goals and Desired Outcomes:

The water meter replacement project is designed to achieve the following key goals shared by TXShare members. Vendors are encouraged to propose solutions that effectively tackle these goals:

1. Versatile Water Metering Solution:

Propose a customizable metering system compatible with various environments and infrastructure types across TXShare's member entities.

2. Advanced Data Management and Integration:

Provide a system that supports real-time data access and integrates seamlessly with various billing and customer service platforms, including AMR and AMI capabilities. Please include the names of the billing and customer service platforms your system is compatible with.

3. Cost-Effective and Scalable Implementation:

Present a pricing model that supports phased implementation, allowing flexibility for entities of different sizes and financial capacities.

Key Challenges to Address:

Respondents should directly address the following challenges in their proposals:

1. Multi-Environment Compatibility:

Detail how your proposed solution will function across diverse installation conditions, ensuring compliance with regional standards.

2. Standardized Yet Customizable Data Integration:

Describe how your data management system will provide standard functionalities while allowing for the unique integration needs of each member entity.

3. Phased Implementation for Cooperative Scalability:

Outline a flexible implementation plan that facilitates phased rollouts, minimizes disruption, and includes strategies for communication and onboarding.

4. Cost Efficiency and Shared Resource Management:

Explain your cooperative pricing discount and financing model, emphasizing cost savings and tiered pricing for varying implementation scales.

5. AI-Driven Analytics and Predictive Insights:

Discuss the capabilities of your AI-based analytics platform in enhancing decision-making, identifying anomalies, and improving customer engagement.

Minimum Solution Requirements:

Proposals must also meet the following minimum requirements:

- 1. Compatibility:** Support various communication technologies to accommodate different technical conditions across TXShare members.
- 2. Pricing Structure:** Offer a cooperative discount pricing model with tiered pricing and flexible financing options tailored to implementation phases.
- 3. Data System and Security:** Ensure robust security measures for data protection and compliance across jurisdictions.
- 4. Maintenance and Support:** Provide comprehensive maintenance and support services, including system monitoring and technical support.
- 5. Performance Guarantee and Warranty:** Offer warranties that cover all major components of the AMI system for long-term reliability.
- 6. Customer Engagement:** Include a customer portal with tools for usage monitoring, alerts, and engagement features.
- 7. Training:** Present a training and support plan for smooth implementation and ongoing operation.
- 8. Scalability:** Ensure the solution can scale for future growth in meters and data volume.
- 9. Data Analytics and Reporting:** Incorporate advanced analytics capabilities for actionable insights.
- 10. Disaster Recovery and Business Continuity:** Include robust plans to maintain operational continuity during emergencies.

Catalog Pricing for Products & Services:

Responding Offerors are requested to submit a proposal that will contain a schedule of products and / or service lines that would qualify under Section 5.0 of these specifications. This schedule is commonly referred to as a “catalog”.

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

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

Catalogs may be priced with a percentage discount or a fixed unit price. Pricing may be one or multiple tiers of varying discounts based on purchase quantity. The discount should be applicable to both the initial purchase and any subsequent orders under the terms of this agreement.

The Respondent should clearly outline:

1. The percentage discount off the catalog list price for each category of products and / or services.
2. Any pricing tiers or volume-based discount thresholds.

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

EXHIBIT 2: SAMPLE MARKET BASKET FORM

This form will be utilized to assess each Respondent's 'best value' beyond simple percentage discounts and will play a key role in scoring your proposed pricing.

Please refer to Exhibit 2: Sample Market Basket Form Attachment for completion.

EXHIBIT 3: SERVICE DESIGNATION AREAS

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

(Exhibit 3 continued on next page)

Nationwide Service Area Designation or Identification Form							
Proposing Firm Name:							
Notes:	<p>Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.</p> <table border="1"> <tr> <td>Will service all fifty (50) states</td> <td>Will not service fifty (50) states</td> </tr> <tr> <td></td> <td></td> </tr> </table> <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>			Will service all fifty (50) states	Will not service fifty (50) states		
Will service all fifty (50) states	Will not service fifty (50) states						
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