

TXShare

Your Public Sector Solutions Center

REQUEST FOR PROPOSALS

For

Early Warning Flood Management Software, Hardware and Related Services RFP # 2023-060

Sealed proposals will be accepted until **2:00 PM CT, Tuesday, August 29, 2023** and then publicly opened and read aloud thereafter.

HydroLynx Systems Inc
Legal Name of Proposing Firm

Andrew Williams Director
Contact Person Title

412-420-4936 awilliams@hydrolynx.com
Telephone Number E-Mail Address

830 Fesslers Parkway, Suite 108 Nashville, TN 37210
Street Address of Principal Place of Business City/State Zip

830 Fesslers Parkway, Suite 108 Nashville, TN 37210
Complete Mailing Address City/State Zip

Acknowledgment of Addenda: #1 APW #2 APW #3 APW #4 APW #5 APW

By signing below, you 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. You agree that failure to submit all requested information may result in rejection of your company's proposal as non-responsive. You certify that no employee, board member, or agent of the North Central Texas Council of Governments has assisted in the preparation of this proposal. You acknowledge that you have read and understand the requirements and provisions of this 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. And furthermore that I certify 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.

Andrew Williams
Authorized Signature

Proposal in Response to:
RFP #2023-060
**Early Warning Flood Management Software,
Hardware and Related Services**
Submitted by: HydroLynx Systems Inc
August 29, 2023



Submitted to:
North Central Texas Council of Governments

The North Central Texas Council of Governments (NCTCOG) seeks an experienced firm or firms to provide Early Warning Flood Management Software, Hardware, and Related Services through the NCTCOG TXShare Cooperative Purchasing Program. Acquired systems will provide a common platform, covering multiple jurisdictions, resulting in a rain/stream gauge network across the North Central Texas region (for use by cities, counties, water districts, NWS, USACE, USGS, TWDB, etc.). In addition, the systems should be expandable for utilization by TXShare member entities throughout the United States.

HydroLynx Systems is a leading manufacturer of ALERT and ALERT2 Flood Warning Systems. We offer a wide range of products, including receivers, repeaters, transmitters, and low water crossing flashing roadway systems. In addition, we also offer ALERT2 kits to upgrade existing HydroLynx transmitters.

HydroLynx Systems Inc (HydroLynx) proposes to provide early warning flood management hardware as described in RFP #2023-060 for the North Central Texas Council of Governments (NCTCOG). HydroLynx Systems will sell the required hardware either directly to NCTCOG members as agreed to in this proposal or via our preferred installation and service partner, Water & Earth Technologies, Inc (WET). WET has extensive experience integrating, installing, and maintaining HydroLynx Systems' hardware.



HydroLynx Systems, a veteran owned small business, has been a leader in the manufacture of flood warning systems since 1998. We offer a wide range of products, including ALERT2 Receiver/Decoders, Repeaters, Transmitters, and Low Water Crossing Flashing Roadway systems. We also offer ALERT2 kits to upgrade your existing HydroLynx transmitters.

HydroLynx hardware has been in use for more than two decades across the United States (including Texas, City of Dallas, Hays County, Jefferson County, and the City of San Marcos) for regional flood monitoring applications.

HydroLynx Systems meet all the Platform Requirements listed below:

- Is an existing off-the-shelf (OTS) product that is configurable to serve multiple customers.
- Is available for use within 3 (three) months of execution of the contract, including applicable training.
- Includes cloud-based data connectivity.
- Provides access to a dedicated hardware support staff that is available 24/7 to provide troubleshooting and diagnostics of hardware.
- Is provided with formal system testing procedures.

- Capability includes data backup on the remote equipment that can be collected and stored on a database server.
- Includes a laptop or workstation user interface to configure equipment.
- Compatible with data from stations communicating using Automated Local Evaluation in Real Time (ALERT) and/or ALERT2 and other 2-way protocols. Hardware processes all protocols.
- Supports the control of external devices such as warning lights, automated barricades, sirens, etc., with the ability to manually manipulate them for testing purposes.

HydroLynx Systems provides hardware training using a variety of options and delivery methods from virtual to on-site certification training. All training is delivered with user documentation and an on-line landing page is provided for future reference to all training materials provided. Training is provided by senior staff led by David Leader who is a member of the ALERT Users Group, National Hydrologic Warning Council and the ALERT2 Technical Working Group.



Tab B EXECUTIVE SUMMARY

HydroLynx Systems Inc (HYDROLYNX) proposes to provide early warning flood management hardware as described in RFP #2023-060 for the North Central Texas Council of Governments (NCTCOG). HydroLynx Systems will sell the required hardware either directly to NCTCOG members as agreed to in this proposal or via our preferred installation and service partner, Water & Earth Technologies, Inc (WET). WET has extensive experience integrating, installing, and maintaining HydroLynx Systems' hardware.

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Tab C KEY PERSONNEL

HydroLynx employs the same key personnel that have been responsible for the successful manufacturing of flood warning products as far back as the beginning of ALERT in 1977. Our personnel have the work experience to perform all required ALERT and ALERT2 hardware manufacturing and maintenance. In addition, this team has the expertise to provide any required installation and troubleshooting support.

Kim Blair	kblair@hydrolynx.com	Customer Service/Sales Management
David Leader	dleader@hydrolynx.com	Chief Engineer/ Technical Support
Ravi Gopal	ravig@hydrolynx.com	Business Manager
Andrew Williams	awilliams@hydrolynx.com	Project Management and Support

Kim Blair and David Leader are the founders of HydroLynx Systems each with over 40 years of market, technical and industry experience.

Ravi Gopal is the CEO of HydroLynx Systems and brings extensive manufacturing and business experience from MOOG Inc, Saint-Gobain and Ametek.

Andrew Williams is a Director of HydroLynx Systems with global business and supply chain experience from Kearney, Saint Gobain, Pittsburgh Corning and Ametek.

In addition, our manufacturing personnel average over 20 years of assembly and testing experience with leading industrial manufacturing companies.

We understand that flood warning systems are critical to the safety of your community, and we are committed to providing you with the products and support you need to provide warnings for your people and property. HydroLynx's goal has always been to provide their customers with the best customer service in the industry.

Tab D TECHNICAL PROPOSAL

5.0 Scope of Work. Description of the services for which the Proposer is able to provide.

Proposal Item #1: Early Warning Flood Software and Software Training Services

HydroLynx Services is not proposing to supply products or services under Item #1.

Proposal Item #2: Flood Monitoring Hardware and Hardware Maintenance Services

HydroLynx Systems proposes to provide early warning flood management hardware as described in RFP #2023-060 for the North Central Texas Council of Governments (NCTCOG). HydroLynx Systems will sell the required hardware either directly to NCTCOG members as agreed to in this proposal or via our preferred installation and service partner, Water & Earth Technologies, Inc (WET).

HydroLynx Systems manufactures and sells flood monitoring hardware configured based on specific customer requirements. The categories of hardware offered are: Packaged Systems, Telemetry Equipment, Rain Gauges and Sensors.

Below are some examples of each product category (not all inclusive).

Packaged Systems

Packaged Rain Station Systems – HydroLynx Packaged Rain Stations include a rain gauge, standpipe assembly, a transmitter with data logging, a cell battery and solar panel. Port expansion options are available for up to six serial ports. Communication pathways include timed and event data using ALERT2 on VHF radio, Iridium satellite, Cellular internet gateways, two-way ScadaLynx protocol.



Pressure Transducer Level Stations - The HydroLynx Packaged Pressure Transducer Level Stations include a data transmitter, a pressure transducer (user specified range), all cables and connectors, and a weatherproof standpipe assembly to house the transmitter and support the standard omni-directional antenna.

The analog pressure transducer can be upgraded to a SDI-12 level sensor. SDI-12 level sensors have the advantage of a digital interface and data in engineering units. SDI-12 sensors can also be connected through a wireless link that eliminates the need for trenching and laying wires from the SDI-12 sensor to the Data Transmitter.



Weather station – Standard packaged weather stations consist of wind, temperature, humidity, barometric pressure and precipitation sensors; a data transmitter; a solar panel; interconnection cables and omni antenna. A programming port and SDI-12 sensor input port are standard. Some models can be expanded to a total of 16 analog inputs, four low speed counters (rain sensor inputs), four high speed counters (AC or DC wind inputs), sixteen digital status inputs and eight digital outputs.

Data throughput allows select models to transmit averages, maximums, minimums, and other computed values; this eliminates the transmission of large amounts of data required for these calculations at the base station. Also, in combination with other communication pathways not limited by the ALERT protocol, data in engineering units with base sets and other meta data are transmitted.



Water Quality Station - The HydroLynx
Packaged Water Quality Station adds a water quality sensor to a Packaged Pressure Transducer Liquid Level Station. The water quality sensors used in this package are designed to employ up to six probes of various types. These probes include temperature, conductivity, pH, dissolved oxygen and turbidity, as well as a variety of element specific probes. The water quality sensor connects to the data transmitter through the SDI-12 port which allows different water quality sensor configurations to have a standard input interface.



Low Water Crossing Flashing Sign Station – The master station measures water level with a pressure transducer or float switch. When the water level reaches a trigger level, the lights surrounding the warning sign start flashing. The master can control up to four slave stations, causing slave roadway sign lights to flash. The roadway sign lights stop flashing when the water level drops below the reset level. Master and slave sensors and flashing light status are transmitted using ALERT2 radios to the base station. The base station can also send control commands to the master station to force roadway sign lights on or off.



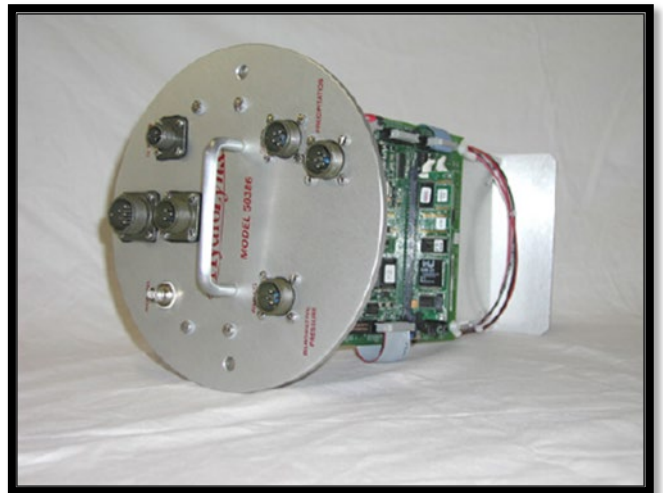
Repeater - The HydroLynx Packaged Repeater is used to relay data from remote sites to a central site where line-of-site radio paths do not exist. The complete package includes a weatherproof housing for the data repeater, a high gain omni antenna with mast, and a solar panel. The package is designed for fast efficient installation, with minimum environmental impact, at repeater sites where no other structures or towers are available.

A 50-Watt solar panel is supplied as standard. This size requires a minimum of only one sun hour per day to keep the repeater battery charged. The battery is sufficient to operate the repeater for 20 days during periods of no sun. Additional batteries can be supplied for longer periods of eligible sun.



Telemetry Equipment

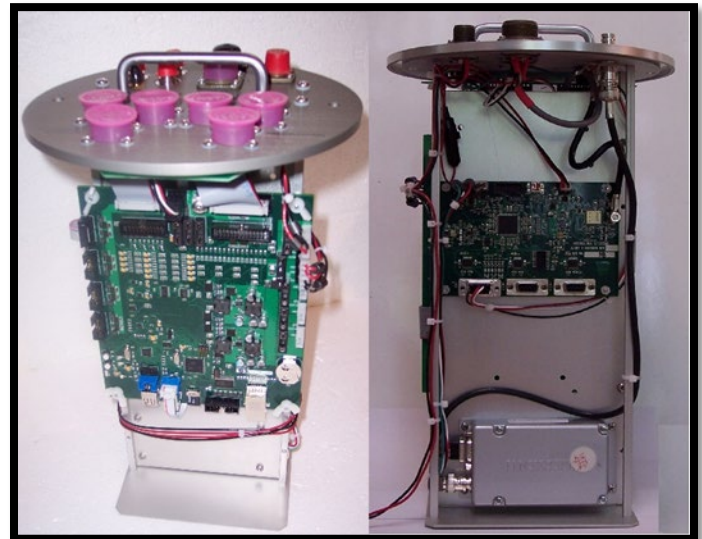
ALERT2 Real-time data transmitter– The HydroLynx Model 50388/A2 ALERT2 Data Transmitter uses the HydroLynx ALERT2 Encoder to transmit ALERT2 data reports; implementing the important design goals of ALERT2: which increases the data through-put and data flexibility while eliminating erroneous data reports. To achieve these goals, ALERT2 combines a high baud rate, state-of-the-art data encryption with Forward Error Correction (FEC), and Time Division Multiple Access (TDMA) communications. The 50388/A2 ALERT2 Data Transmitter with the ALERT2 Encoder achieves these ALERT2 design goals.



ALERT2/SCADA Two-Way Transmitter - The ALERT2/SCADA Two-Way Data Transmitter collects, processes, and transmits analog, digital, and serial sensor data on events and timed intervals. The collection, processing, and transmission of sensor data is controlled by parameters that are programmed using the ScadaLynx Toolbox software. The sensor data can be transmitted using multiple communication paths with mixed formats and protocols.

ScadaLynx uses dual processor architecture and the latest in embedded processor technology to minimize power usage when idle and maximize computational power and performance when awake.

The data transmitter is programmed using a Windows based ScadaLynx Toolbox software package. Transmitter programming can be done directly using the USB-B programming port or any of the four RS232 serial ports or remotely through telemetry equipment connected to these ports. The programming parameters include station identification; sensor I/O identification, scaling, sampling, computations, logging threshold, reporting threshold; alarm or control actions; communication parameters; power down settings; clock time and time zone; and data logging format and limit.



ALERT2 Receiver/Decoder - The Receiver/Decoder receives ALERT2 HDR radio data transmissions from remote sites and provides a serial and TCP/IP data output for the base station computer. The Receiver and Decoder are combined in a single desktop enclosure. Rack mount brackets are included.

Two LEDs on the front panel show when radio signals are received (BIT SYNC) and decoded (FRAME SYNC). ALERT2 decoder data output is through the back panel RJ45 network or serial connector. The ALERT2 decoder supports multiple server and client TCP/IP network connections from base station computers. It supports the ALERT2 Decoder ASCII and Binary formats.

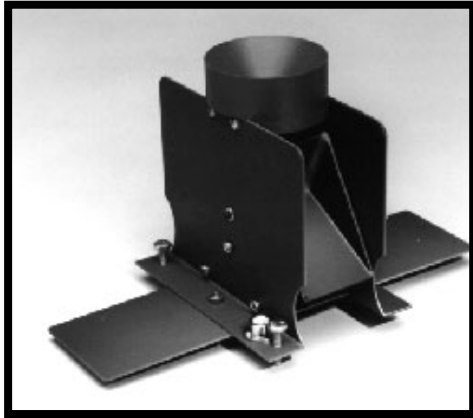


Additional Telemetry Options include:

- Narrowband Radio (VHF, UHF)
- ScadaLynx Two-Way Radio
- High Power Radio
- 900 MHz Spread Spectrum Radio
- Iridium Satellite Radio
- Cellular Internet Gateway Radio

Rain Gauges and Sensors

HydroLynx Systems can be integrated with different types of rain gauges sensors. Some examples are shown below (not all inclusive).



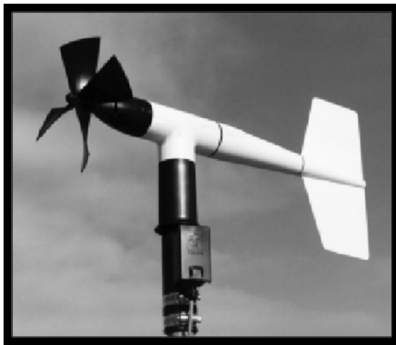
Tipping Bucket Sensor



All Weather Rain Gauge



Ultrasonic Wind Sensor



Wind Direction



Wind Speed



Barametric Pressure



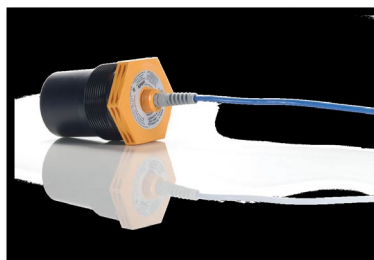
Relative Humidity and Temperature



Lexan Rain Gauge Wind Screen



Solar Radiation



Ultrasonic Level

Proposal Item #3: Additional Related Services

As requested by customers, HydroLynx Systems can provide either on-site or factory hardware training. These training sessions typically support a customer's strategy to provide in-house preventative maintenance and repair services.

5.1 Contract Type. As requested, HydroLynx is submitting a proposal based on a discount off price list. The existing price list dated 7/31/23 is attached as part of exhibit B. HydroLynx reserves the right to update the price list as dictated by market conditions. HydroLynx will make every effort to provide at least 60 days' notice of changes to the price list.

5.2 Contract Term. HydroLynx acknowledges that a contract awarded as a result of this RFP process will be effective 24 months from the date of the award and be renewable annually for up to 5 years in total.

5.3 Warranty/Guaranty. HydroLynx Systems warrants that its products are free from defects in material and workmanship under normal use and service for a period of one year from the date of shipment from the factory. HydroLynx's obligations under this warranty are limited to, at HydroLynx's option: (i) replacing; or (ii) repairing; any products determined to be defective. In no case shall HydroLynx's liability exceed product's original purchase price. This warranty does not apply to any equipment that has been repaired or altered, except by HydroLynx, or which has been subjected to misuse, negligence, or accident.

5.4 Pricing. Pricing has been submitted as a discount off list price. No Tiered pricing is included as part of this proposal. Purchase quantities are project driven and typically do not lend themselves to tiered pricing. HydroLynx has not historically offered tiered pricing.

5.5 Quality. HydroLynx products are made with high-quality materials and are built to last. HydroLynx uses good manufacturing practices (GMP) to manage the manufacturing and testing of all their products. We have rigorous quality control processes in place to ensure that all their products meet our high standards.

The quality control procedures extend to the supply chain with strict specifications that suppliers must meet. Critical components are regularly inspected and tested to ensure they meet standards. All finished goods products are fully tested before shipping to ensure they meet customer requirements.

All HydroLynx products are also backed by a one-year warranty.

5.6 New Products Services. As HydroLynx develops products and upgrades to the product portfolio they will be added to the price list and be available for purchase by NCTCOG members under the terms of this proposal.

5.7 All or Nothing Award. HydroLynx acknowledges that "All or nothing" proposals are not acceptable and that NCTCOG may award contracts to multiple suppliers who provide similar services at their sole discretion.

6.0 Assumptions. HydroLynx has made no specific assumptions outside of the RFP document in completing this proposal.

7.0 Exceptions. HydroLynx is taking no exceptions to the requirements stated in the RFP document.

8.0 Special features. All special features and services proposed are included in this proposal and the HydroLynx Price List.

Process for responding to an order for product(s)

HydroLynx general guidelines for responding to orders are as follows:

- Be responsive. Make every effort to respond to orders as quickly as possible. This shows the customer that HydroLynx is reliable and that we take their business seriously.
- Be accurate. Ensure that all of the information on the order is correct, including the product(s) ordered, the quantity ordered, the price, the delivery date, and any other relevant information. This helps to avoid any problems or delays in the order fulfillment process.
- Be professional. Always communicate in a professional and courteous manner. This helps to build trust and rapport with customers.

HydroLynx's process for responding to an order for a product can be summarized as follows:

1. Order Receipt. HydroLynx receives the order from a customer. This can be done in a variety of ways, such as through email, fax, or mail.
2. Order Review. Once the order has been received, HydroLynx personnel will carefully review it to ensure that all of the details are correct. This includes the product(s) ordered, the quantity ordered, the price, the delivery date, and any other relevant information.
3. Order Confirmation. After the order has been reviewed, HydroLynx will confirm it with the customer. This can be done by phone, email, or fax.
4. Order Production and Processing. Once the order has been confirmed, production and processing begin, which includes checking inventory levels, ordering required raw materials. After all the required materials have arrived, they will be assembled and tested per specification.
5. Ship the product(s). Following final testing, HydroLynx ships the product(s) to the customer as agreed. This can be done through a variety of shipping methods, such as ground shipping, air shipping, or expedited shipping.
6. Customer Invoice. After the product(s) has been shipped, HydroLynx invoices the customer for the order. The invoice includes the product(s) ordered, the quantity ordered, the price, the shipping costs, and any other applicable charges.
7. Customer payment. Once the invoice has been sent, HydroLynx collects payment from the customer. This can be done through a variety of methods, such as wire transfer, electronic funds transfer, or check.

HydroLynx's process for responding to an order for products can vary depending on the specific product and the customer's requirements.

Process for delivering orders to respective clients.

Here are the general guidelines we use when delivering orders:

- Use a reliable shipping carrier. Use a shipping carrier that has a good reputation for reliability and customer service. This helps to ensure that the order arrives safely and on time.
- Package the product(s) securely. Package the product(s) securely to prevent damage during shipping. This may involve using bubble wrap, foam peanuts, or other packing materials.
- Track the shipment. Track the shipment to ensure that it arrives safely at the customer's destination. This is done through the shipping carrier's website or through a third-party tracking service.
- Notify the customer of the shipment. Notify the customer of the shipment once it has been shipped. This is done by email, phone, or fax.
- Provide customer support. Be available to provide customer support in case of any problems with the order or the shipping process.

The process for delivering orders to respective clients can be summarized as follows:

1. Choose a shipping method. Agree with customer on a shipping method that is appropriate for the product(s) being ordered and the customer's requirements. Some common shipping methods include ground shipping, air shipping, and expedited shipping.
2. Prepare the shipping documents. Prepare the shipping documents, such as the packing list and the bill of lading. These documents will provide the shipping carrier with the necessary information to deliver the order to the customer.
3. Package the product(s). Package the product(s) securely to prevent damage during shipping. The packaging should also be labeled with the customer's address and the shipping information.
4. Ship the product(s). Ship the product(s) to the customer using the chosen shipping method. The shipping carrier will then deliver the order to the customer.
5. Track the shipment. Track the shipment to ensure that it arrives safely at the customer's destination. This is done through the shipping carrier's website or through a third-party tracking service.
6. Notify the customer of the shipment. Notify the customer of the shipment once it has been shipped. This is done by email, phone, or fax.
7. Provide customer support. Provide customer support in case of any problems with the order or the shipping process.

The process for delivering orders to respective clients can vary depending on the specific product(s) being ordered, the customer's requirements, and the shipping carrier being used.

Customer satisfaction services, to include any warranty and/or repair capabilities.

HydroLynx customer satisfaction services are designed to ensure that customers are happy with their purchase. These services include:

- Warranty: HydroLynx offers a standard warranty on all products. This warranty covers defects in materials and workmanship for 12 months after shipment.
- Repair: HydroLynx offers repair services for products that are not covered by the warranty. These services are available at a cost to the customer. HydroLynx uses factory-trained technicians to repair products quickly and efficiently.
- Customer support: HydroLynx's customer support team is available by phone, email, or chat to help customers with any problems they may experience with their product. The customer support team is knowledgeable about our products and is committed to providing excellent customer service.

HydroLynx is confident that its customer satisfaction services will exceed the expectations of its customers. HydroLynx is committed to providing customers with a positive experience from start to finish.

Invoicing process used by the Proposer.

Here are some general guidelines that govern our invoicing process:

- Use a standard invoice template that includes all the required information.
- Send invoices promptly after an order is shipped.
- Offer a variety of payment options to customers.

HydroLynx's invoicing process is designed to be efficient and accurate. The process is as follows:

1. Create an invoice. Create an invoice for each order that is shipped. The invoice includes the following information:
 - The customer's name and address
 - The order number
 - The invoice number
 - The product(s) ordered
 - The quantity ordered
 - The price per unit
 - The shipping charges
 - The total amount due
2. Send the invoice to the customer. The invoice is sent to the customer by email (when available) and mail.

3. Receive payment from the customer. Payment from the customer is received in accordance with the payment terms agreed upon.
4. Record the payment. The customer payment is recorded in the HydroLynx's accounting system.

Our invoicing process is designed to be compliant with all applicable laws and regulations. We also have a process in place to handle disputes and errors.

HydroLynx is confident that its invoicing process is efficient, accurate, and compliant with all applicable laws and regulations.

Designated Contacts

HydroLynx Systems designates the following individuals for the following phases:

- Bid process – Kim Blair and Andrew Williams
- Contracting process – Andrew Williams
- Contract administration – Andrew Williams
- Receiving orders from participating entities – Kim Blair and Ravi Gopal
- Hardware technical specifications – David Leader

Tab E References

HydroLynx has extensive experience delivering hardware systems to public agencies which includes counties and cities in Texas.

Company Name	City of Dallas		
Address	615 S. Riverfront Blvd Dallas, TX 75207		
Contact Person	Nishith Patel	214-670-6524	nishith.patel@dallas.gov

Company Name	Maricopa County Flood Control District		
Address	2801 West Durango Street, Phoenix, Arizona 85009		
Contact Person	Steve Waters	602-506-4694	Steve.Waters@maricopa.gov
	Michael Ramirez	602-506-8615	Michael.Ramirez@maricopa.gov

Company Name	Ventura County Watershed Protection District		
Address	800 South Victoria Ave Ventura, CA 93009-1600		
Contact Person	Ron Marotto	805-654-2044	Ron.Marotto@ventura.org

Company Name	Water & Earth Technologies		
Address	40504 Weld Country Rd 17 Severance, CO 80524		
Contact Person	Markus Ritsch	970-443-3399	mlritsch@water-and-earth.com

Tab F PROPOSAL PRICING

EXHIBIT B

Service Questionnaire and Pricing Proposal Instructions

Indicate the services your firm is able to provide:

SERVICE	YES	NO
Software and Software Training Services		X
Hardware and Hardware Maintenance Services	X	
Additional Related Services – Hardware Maintenance Training	X	

Pricing Format Request Example		2023-060
Procurement No.:		
Respondent Name:	HydroLynx Systems Inc.	
Notes:	1. This pricing sheet is an EXAMPLE of how pricing should be submitted for RFP 2023-060. 2. For each proposed solution, indicate pricing structure used (tier level pricing, # of licensed users, # of training hours, etc.) 3. Use as many lines as needed. 4. Detail any additional information necessary. 5. Proposers are encouraged to offer optional features and supplemental functions or services to be offered as a catalog option. Please provide any additional options with 'list less' percentages for pricing.	
Early Warning Flood Management Software, Hardware and Related Services - TXShare Cooperative Purchasing Program		
Item	Description	% Discount off Catalog Price
1	HydroLynx ALERT 2 Domestic Price List dated 7/31/23	0%



Model #	Description	Price
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ALERT2 Telemetry Equipment and Accessories

MODEL 5052RD-K ALERT 2 Receiver/Decoder (Radio included)

5052RD-K-H	ALERT2 Receiver/Decoder Ritron radio transceiver (specify frequency) and ALERT2 A2X PCB in Desktop Enclosure with rack mount brackets, ALERT2 receive data and power LEDs, 1 antenna connector for ALERT2 radio, 1 network connector for ALERT2 data, 1 serial connector for ALERT2 data, 1 micro-USB connector for ALERT2 A2X PCB	9,500.00
5052RD-OP1	ALERT1 Receiver/Decoder Option for ALERT2 Receiver/Decoder Rack Ritron radio receiver (specify frequency) and ALERT1 decoder mounted in 5052RD-K enclosure, ALERT1 receive data LED, speaker with switch, 1 antenna connector for ALERT1 radio, 1 network connector for ALERT1 data, 1 serial connector for ALERT1 data	1,850.00
5052RD/RP-K-H	ALERT2 Receiver/Decoder/Repeater Same as 5052RD-K-H with ALERT2 repeater function GPS and lightning protection, brackets and cables	10,450.00

Options for above ALERT2 Receiver/Decoder

5052RD-OP2	ALERT2 Transmit includes ALERT2 Kit and Maxon Radio	950.00
5031-22	12 volt 22 amp Hour Gel Cell Battery	110.00
5030-8	Battery Charger	110.00
5030-PS	12 Vdc Power Supply with 3-pin MS connector	150.00
5071C-NET-5E	CAT 5e network cable for ALERT1 or ALERT2 data, 7 feet	150.00

MODEL 50386RP/A2 ALERT2 Concentrator: ALERT1 receive, ALERT2 transmit (No Radio included)

50386RP/A2	ALERT2 Repeater in Round Canister with 1 Antenna Connector, 22 Ahr battery, 50386 PCB, ALERT2 LDR Encoder PCB, GPS antenna, bracket, cable and lightning protection	6,145.00
50386RP/A2-2	Same as 50386RP/A2 with 2 Antenna Connectors	6,445.00
50386RP/A2-90	Same as 50386RP/A2 with 1 Precipitation, 1 Up/Down Counter, 2 Analog, 1 SDI-12 Input	6,545.00
50386RP/A2-81	Same as 50386RP/A2 with 1 Precipitation, 1 Up/Down Counter, 7 Analog, 2 Wind, 1 SDI-12 Input	6,745.00
50386RP/A2-B	Repeater in NEMA 4X Enclosure with 1 Antenna Connector, 22 Ahr battery, 50386 PCB, ALERT2 LDR Encoder PCB, GPS antenna, bracket, cable and lightning protection	6,945.00
50386RP/A2-B2	Same as 50386RP-B/A2 with 2 Antenna Connectors	7,100.00
50386RP/A2-N2	Same as 50386RP-B/A2 with 2 Up/Down Counter, 7 Analog, 2 Wind, 1 SDI-12 Input, 8 Digital Inputs, 2 Digital Outputs	7,300.00
50386RP/A2-NZ	Same as 50386RP-B/A2 with 4 Up/Down Counter, 14 Analog, 4 Wind, 1 SDI-12 Input	7,400.00
50386RP/A2-N2-CP	Same as 50386RP-N/A2 with MS Connector Package	7,400.00
50386RP/A2-K	Repeater in Rack Mount Enclosure with 1 Antenna Connector, no battery, 50386 PCB, ALERT2 LDR Encoder PCB, GPS antenna, bracket, cable and lightning protection	6,750.00
50386RP/A2-K2	Same as 50386RP-K with 2 Antenna Connectors	6,950.00
50386RP/A2-UP2	ALERT2 LDR Concentrator Upgrade for existing 50386 Repeater, 50386 PCB, ALERT2 LDR Encoder PCB, GPS antenna, bracket, cable and lightning protection Must return to HydroLynx for upgrade	3,250.00



Model #	Description	Price
MODEL 5052RP ALERT2 Low Power Repeater: ALERT1/ALERT2 receive, ALERT2 transmit (One ALERT2 Radio included)		
5052RP-H	ALERT2 HDR Repeater in Round Canister with 1 Antenna Connector, 50386 PCB, ALERT2 A2X repeater PCB, GPS antenna, bracket, cable and lightning protection	14,800.00
5052RP-90-H	Same as 5052RP with 1 Precipitation, 1 Up/Down Counter, 2 Analog, 1 SDI-12 Input	15,200.00
5052RP-81-H	Same as 5052RP with 1 Precipitation, 1 Up/Down Counter, 7 Analog, 2 Wind, 1 SDI-12 Input	15,400.00
5052RP-2-H	Same as 5052RP with 2 Antenna Connectors.....	15,100.00
5052RP-2-90-H	Same as 5052RP-2 with 1 Precipitation, 1 Up/Down Counter, 2 Analog, 1 SDI-12 Input	15,500.00
5052RP-2-81-H	Same as 5052RP-2 with 1 Precipitation, 1 Up/Down Counter, 7 Analog, 2 Wind, 1 SDI-12 Input	15,700.00
5052RP-3-H	Same as 5052RP with 3 Antenna Connectors.....	15,400.00
5052RP-3-90-H	Same as 5052RP-3 with 1 Precipitation, 1 Up/Down Counter, 2 Analog, 1 SDI-12 Input	16,000.00
5052RP-3-81-H	Same as 5052RP-3 with 1 Precipitation, 1 Up/Down Counter, 7 Analog, 2 Wind, 1 SDI-12 Input	16,200.00
5052RP-N-H	ALERT2 HDR Repeater in NEMA 4X Enclosure with 1 Antenna Connector, with 2 Up/Down Counter, 7 Analog, 2 Wind, 5 SDI-12 Inputs, 8 Digital Inputs, 2 Digital Outputs. 50386 PCB, ALERT2 A2X repeater PCB, GPS Antenna and cable with lightning protection	16,200.00
5052RP-N2-H	Same as 5052RP-N with 2 Antenna Connectors.....	16,400.00
5052RP-N3-H	Same as 5052RP-N with 3 Antenna Connectors.....	16,600.00
5052RP-K-H	ALERT2 HDR Repeater in Rack Mount Enclosure with 1 Antenna Connector, 50386 PCB, ALERT2 A2X repeater PCB, GPS antenna, bracket, cable and lightning protection	15,600.00
5052RP-K-81-H	Same as 5052RP-K with 1 Antenna Connector,..... 1 Precipitation, 1 Up/Down Counter, 7 Analog, 2 Wind	16,800.00
5052RP-K2-H	Same as 5052RP-K with 2 Antenna Connectors.....	15,800.00
5052RP-K2-81-H	Same as 5052RP-K with 2 Antenna Connectors..... 1 Precipitation, 1 Up/Down Counter, 7 Analog, 2 Wind	17,000.00
5052RP-K3-H	Same as 5052RP-K with 3 Antenna Connectors.....	16,200.00
5052RP-K3-81-H	Same as 5052RP-K with 3 Antenna Connectors..... 1 Precipitation, 1 Up/Down Counter, 7 Analog, 2 Wind	17,200.00
5052RP-H-UP	ALERT2 HDR Repeater Upgrade for existing 50386 Repeater, 50386 PCB, ALERT2 A2X repeater PCB, GPS antenna, bracket, cable and lightning protection Must return to HydroLynx for upgrade	14,000.00
MODEL 5052RP ALERT2 Low Water Crossing Panels for Flasher Stations		
5052RP-Panel	ALERT2 HDR Repeater Master Panel with 50386 PCB and Terminal Strip	16,100.00
50386-Panel	Slave Panel with 50386 PCB and Terminal Strip.....	4,250.00
Receiver Crystal Filters, Distribution Panel, Antenna Preamplifier, Splitter		
TWX-150	Receiver Crystal Filter for ALERT2 Radio, Advise Frequency.....	call
TWR2-150	Receiver Distribution Panel, Advise Frequency Includes AC power supply, preamp, 2 port splitter	call
TWR4-150	Receiver Distribution Panel, Advise Frequency..... Includes AC power supply, preamp, 4 port splitter	call
TGA150-12	Receiver Antenna Preamplifier, with 12Vdc power cable to 5052RP-3.....	call
TELPS-1502	Receiver Antenna Splitter, 2 ports.....	call
Options for above ALERT2 Concentrator or Repeater		
RTR-LS-V	Ritron ALERT1/ALERT2 Radio Receiver	700.00
RTR-MX-V	Maxon ALERT2 Radio Transmitter.....	500.00
50386-OP4	Serial port expansion for a total 6 serial ports for 50386.....	1450.00
50386-OP6	Internal Power Supply for 50386	300.00
50386-OP14	Network Interface for ALERT1/ALERT2 network output.....	695.00
5052RP-OP1	ALERT1 Receiver/Decoder Option for ALERT2 Repeater..... No radio included, 50386 ALERT1 decoder, wiring harness	1,150.00
5052RP-OP5	Relay, 10	100.00
5052RP-OP6	ALERT1 Transmit wiring harness, Maxon Radio (specify frequency)	700.00
5050LA-GPS	GPS Antenna Lightning Protection.....	300.00
5050A-A2	GPS Antenna for ALERT2.....	250.00
GPS-ANT/A2	GPS Antenna, bracket, 2 cables, GPS lightning arrestor.....	875.00



Model #	Description	Price
G2012/E-LDR	ALERT2 LDR Encoder PCB.....	1,250.00
G2012/E-RP	ALERT2 LDR Encoder PCB, for Repeater	1,295.00
G2012/E-HDR	ALERT2 HDR Encoder PCB	1,550.00
5031-22	12 volt 22 amp Hour Gel Cell Battery	150.00
5030-8	Battery Charger.....	110.00
5030-PS	12 Vdc Power Supply with 3-pin MS connector.....	125.00
5071C-NET-5E	CAT 5e network cable for ALERT1 or ALERT2 data, 7 feet	150.00
MODEL 5096 ALERT2 Real-Time Data Transmitter (No Radio)		
5096/A2-UP	Upgrade existing 5096 to ALERT2, includes	3,150.00
	ALERT2 LDR Encoder, GPS antenna, bracket, cable and lightning protection, and 9601-01 version 5 EPROM	
5096/A2-UP-H	Upgrade existing 5096 to ALERT2, includes	3,450.00
	ALERT2 HDR Encoder, GPS antenna, bracket, cable and lightning protection, and 9601-01 version 5 EPROM	
5096A2-ADD	Labor to add Alert2 to existing 5096	390.00
5096/A2-H	Upgrade ALERT2 LDR Encoder to HDR.....	300.00
MODEL 50386 ALERT2 Real-Time Data Transmitter, SCADA Transmitter (No Radio)		
50386/A2-90	Transmitter in Round Canister, 1 Precipitation, 1 Up/Down Counter, 2 Analog, 1 SDI-12 Input, 22 Ahr battery,	5,990.00
	Includes ALERT2 LDR Encoder, GPS antenna, bracket, cable and lightning protection	
50386/A2-81	Same as 50386/A2-90 with 1 Precipitation, 1 Up/Down Counter, 7 Analog, 2 Wind, 1 SDI-12 Input.....	6,590.00
50386/A2-N	Transmitter in NEMA 4X Enclosure with 2 Up/Down Counter, 7 Analog, 2 Wind, 1 SDI-12 Input,.....	6,345.00
	8 Digital Inputs, 2 Digital Outputs, 22 Ahr battery,	
	Includes ALERT2 LDR Encoder, GPS antenna, bracket, cable and lightning protection	
50386/A2-NZ	Same as 50386/A2-N with 4 Up/Down Counter, 14 Analog, 4 Wind, 1 SDI-12 Input,.....	6,790.00
	12 Digital Inputs, 6 Digital Outputs	
50386/A2-NZ/S	Same as 50386/A2-N with 4 additional serial ports connected to TB5	call
50386/A2-NCP	Same as 50386/A2-N with MS Connector Package	call
50386/A2-PANEL	Transmitter on panel with Terminal Strip for.....	5,845.00
	2 Up/Down Counter, 7 Analog, 2 Wind, 1 SDI-12 Input, 8 Digital Inputs, 2 Digital Outputs, includes	
	ALERT2 LDR Encoder, GPS antenna, bracket, cable and lightning protection	
50386/A2-UP	Upgrade existing 50386 to ALERT2, includes	3,150.00
	ALERT2 LDR Encoder, GPS antenna, bracket, cable and lightning protection	
50386/A2-UP-H	Upgrade existing 50386 to ALERT2, includes	3,450.00
	ALERT2 HDR Encoder, GPS antenna, bracket, cable and lightning protection	
50386/A2-ADD	Labor to add Alert2 to existing 50386.....	390.00
50386/A2-H	Upgrade ALERT2 LDR Encoder to HDR.....	300.00
MODEL 5462 ALERT2 Field Decoder		
5462/A2FX	ALERT2 HDR Field Transceiver, Basic Package	7,000.00



Model #	Description	Price
MODEL 5058RP ALERT2 HDR Repeater: ALERT1/ALERT2 receive, ALERT2 transmit (One ALERT2 Radio included)		
5058RP	ALERT2 HDR Repeater in Round Canister with 1 Antenna Connector, 50388 PCB, ALERT2 A2X repeater PCB, GPS antenna, bracket, cable and lightning protection	15,000.00
5058RP-90	Same as 5058RP with 1 Precipitation, 1 Up/Down Counter, 2 Analog, 1 SDI-12 Input	15,400.00
5058RP-81	Same as 5058RP with 1 Precipitation, 1 Up/Down Counter, 7 Analog, 2 Wind, 1 SDI-12 Input	15,600.00
5058RP-2	Same as 5058RP with 2 Antenna Connectors.....	15,300.00
5058RP-2-90	Same as 5058RP-2 with 1 Precipitation, 1 Up/Down Counter, 2 Analog, 1 SDI-12 Input	15,700.00
5058RP-2-81	Same as 5058RP-2 with 1 Precipitation, 1 Up/Down Counter, 7 Analog, 2 Wind, 1 SDI-12 Input	16,000.00
5058RP-3	Same as 5058RP with 3 Antenna Connectors.....	15,600.00
5058RP-3-90	Same as 5058RP-3 with 1 Precipitation, 1 Up/Down Counter, 2 Analog, 1 SDI-12 Input	16,000.00
5058RP-3-81	Same as 5058RP-3 with 1 Precipitation, 1 Up/Down Counter, 7 Analog, 2 Wind, 1 SDI-12 Input	16,200.00
5058RP-N	ALERT2 HDR Repeater in NEMA 4X Enclosure with 1 Antenna Connector, with 2 Up/Down Counter, 7 Analog, 2 Wind, 5 SDI-12 Inputs, 8 Digital Inputs, 2 Digital Outputs. 50388 PCB, ALERT2 A2X repeater PCB, GPS antenna, bracket, cable and lightning protection	16,400.00
5058RP-N2	Same as 5058RP-N with 2 Antenna Connectors.....	16,600.00
5058RP-N3	Same as 5058RP-N with 3 Antenna Connectors.....	16,800.00
5058RP-K	ALERT2 HDR Repeater in Rack Mount Enclosure with 1 Antenna Connector, 50388 PCB, ALERT2 A2X repeater PCB, GPS antenna, bracket, cable and lightning protection	15,800.00
5058RP-K-81	Same as 5058RP-K with 1 Antenna Connector,..... 1 Precipitation, 1 Up/Down Counter, 7 Analog, 2 Wind	17,000.00
5058RP-K2	Same as 5058RP-K with 2 Antenna Connectors.....	16,000.00
5058RP-K2-81	Same as 5058RP-K with 2 Antenna Connectors..... 1 Precipitation, 1 Up/Down Counter, 7 Analog, 2 Wind	17,200.00
5058RP-K3	Same as 5058RP-K with 3 Antenna Connectors.....	16,200.00
5058RP-K3-81	Same as 5058RP-K with 3 Antenna Connectors..... 1 Precipitation, 1 Up/Down Counter, 7 Analog, 2 Wind	17,400.00
MODEL 5058RP ALERT2 Low Water Crossing Panels for Flasher Stations (High Data Rate)		
5058RP-Panel	ALERT2 HDR Repeater Master Panel with 50388 PCB and Terminal Strip	16,300.00
50388-Panel	Panel with 50388 PCB and Terminal Strip	4,650.00
MODEL 50388 ALERT2 Real-Time Data Transmitter, SCADA Transmitter (No Radio)		
50388/A2-90	Transmitter in Round Canister with MS connectors includes 22 Ahr battery, 1 Precipitation, 1 Up/Down Counter, 2 Analog, 1 SDI-12 Input, USB Programming Port, ALERT2 LDR Encoder PCB, GPS antenna, bracket, cable and lightning protection	5,590.00
50388/A2-81	Same as 50388/A2-90 with 1 Precipitation, 1 Up/Down Counter, 7 Analog, 2 Wind, 1 SDI-12 Input, USB Programming Port	5,990.00
50388/A2-B	Transmitter in 10 x 12 NEMA 4X Enclosure includes no battery,..... 1 Precipitation Input, 1 SDI-12 Input, USB Programming Port, 3-pin Power Connector ALERT2 LDR Encoder PCB, GPS antenna, bracket, cable and lightning protection	5,295.00
50388/A2-N	Transmitter in NEMA 4X Enclosure with Terminal Strip includes 22 Ahr battery, 2 Up/Down Counter, 7 Analog, 2 Wind, 5 SDI-12 Input, 8 Digital Inputs, 4 Digital Outputs, USB Programming Port ALERT2 LDR Encoder PCB, GPS antenna, bracket, cable and lightning protection	5,945.00
50388/A2-NZ	Same as 50388/A2-N with..... 4 Up/Down Counter, 14 Analog, 4 Wind, 5 SDI-12 Input, 16 Digital Inputs, 8 Digital Outputs, USB Programming Port	6,390.00
50388/A2-NCP	Same as 50388/A2-N with MS Connector Package	call
50388/A2-PANEL	Transmitter on panel with Terminal Strip includes no battery, 2 Up/Down Counter, 7 Analog, 2 Wind, 5 SDI-12 Input, 8 Digital Inputs, 4 Digital Outputs, USB Programming Port ALERT2 LDR Encoder PCB, GPS antenna, bracket, cable and lightning protection	5,450.00



Model #	Description	Price
50388/A2-UP	Upgrade existing 50388 to ALERT2, includes ALERT2 LDR Encoder PCB, GPS antenna, bracket, cable and lightning protection	3,150.00
50388/A2-UP-H	Upgrade existing 50388 to ALERT2, includes ALERT2 HDR Encoder PCB, GPS antenna, bracket, cable and lightning protection	3,450.00
50388/A2-ADD	Labor to add Alert2 to existing 50388	675.00
50388/A2-H	Upgrade ALERT2 LDR Encoder to HDR.....	300.00
50388/A2-UG	5096/A2 to 50388/A2 Upgrade Kit.....	3,695.00

*****NOTE PRICING IS SUBJECT TO CHANGE AT ANYTIME*****

EXHIBIT C

RFP 2023-059	Texas Service Area Designation or Identification		
Proposer Name:	HydroLynx Systems Inc.		
Notes:	Indicate in the appropriate box whether you are proposing to service the entire State of Texas		
	Will service the entire State of Texas	Will not service the entire State of Texas	
	Yes		
	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	

RFP 2023-059	Nationwide Service Area Designation or Identification Form		
Proposer Name:	HydroLynx Systems Inc		
Notes:	Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.		
	Will service all Fifty (50) States	Will not service Fifty (50) States	
	Yes		
	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	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		

**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.

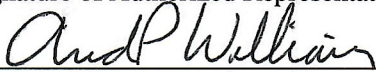
Acknowledgment of Insurance Requirements

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 6.04.

Name of Organization/Contractor(s):

HydroLynx Systems Inc

Signature of Authorized Representative:



Date:

8/28/23

**ATTACHMENT II:
CERTIFICATIONS OF OFFEROR**

Name of Organization/Contractor(s):

HydroLynx Systems Inc

Signature of Authorized Representative:

Andrew Williams

Date: 8/28/23

**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):

HydroLynx Systems Inc

Signature of Authorized Representative:

And P. Williams

Date:

8/28/23

**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):

HydroLynx Systems Inc.

Signature of Authorized Representative:

And P. Williams

Date:

8/28/23

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

The HydroLynx Systems Inc. (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

HydroLynx Systems Inc. (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):

HydroLynx Systems Inc.

Signature of Authorized Representative:

And P. Williams

Date:

8/28/23

**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(s):

HydroLynx Systems Inc.

Signature of Authorized Representative:

Andrew Waltham

Date: 8/28/23

**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):

HydroLynx Systems Inc.

Signature of Authorized Representative:

Andrew Wilkins

Date:

8/28/23

**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:

 X 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.

Andrew P. Williams, Director
(Printed/Typed Name and Title of Authorized Representative)

Andrew P. Williams
Signature

Date: 8/28/23

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:

Andrew P. Williams

NAME OF AUTHORIZED PERSON:

Andrew P. Williams

NAME OF COMPANY:

HydroLynx Systems Inc.

DATE:

8/28/23

-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:

Andrew P. Williams

NAME OF AUTHORIZED PERSON:

Andrew P. Williams

NAME OF COMPANY:

HydroLynx Systems Inc

DATE:

8/28/23

-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:

Andrew P. Williams

NAME OF COMPANY:

HydroLynx Systems Inc.

DATE:

8/28/23

-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:

**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. Representatives from HUB companies should identify themselves and submit a copy of their certification.

NCTCOG recognizes the certifications of both the State of Texas Program and the North Central Texas Regional Certification Agency. Companies seeking information concerning HUB certification are urged to 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/>

Local businesses seeking M/W/DBE certification should contact:

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

Submitter must include a copy of its minority certification documentation as part of this solicitation.
If your company is already certified, attach a copy of your certification to this form and return with your proposal.

Indicate all that apply:

 ☐ Minority-Owned Business Enterprise
☐ Women-Owned Business Enterprise
☐ Disadvantaged Business Enterprise

ATTEST TO Attachments of Certification:

Authorized Signature

Typed Name

Date

Subscribed and sworn to before me this _____ day of _____ (month), 20__ in _____ (city), _____ (county), _____ (state).

SEAL

Notary Public in and for _____ (County),
State of _____ Commission expires: _____

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 20 - Attachment I: Instructions for Proposals Compliance and Submittal

☒ Page 21 - Attachment II: Certification of Offeror

☒ Page 22 - Attachment III: Certification Regarding Debarment

☒ Page 23 - Attachment IV: Restrictions on Lobbying

☒ Page 25 - Attachment V: Drug-Free Workplace Certification

☒ Page 26 - Attachment VI: Certification Regarding Disclosure of Conflict of Interest

☒ Page 28 - Attachment VII: Certification of Fair Business Practices

☒ Page 29 - Attachment VIII: Certification of Good Standing Texas Corporate Franchise Tax Certification

NA ☒ Page 30 - Attachment IX: Historically Underutilized Businesses, Minority Or Women-Owned Or Disadvantaged Business Enterprises

☒ Page 31 - Attachment X: Federal and State of Texas Required Procurement Provisions

☒ Page 35 - Exhibit B: Service Questionnaire and Pricing Proposal

☒ Page 36 – Exhibit C: 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.