

# TXShare

**Your Public Sector Solutions Center**

**REQUEST FOR PROPOSALS**

**For**

**Solar Energy Consulting Services**

**RFP # 2025-005**

Sealed proposals will be accepted until 2:00 PM CT, **November 20, 2024**, and then publicly opened and read aloud thereafter.

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Legal Name of Proposing Firm

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Contact Person for This Proposal

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Title

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Contact Person Telephone Number

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Contact Person E-Mail Address

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Street Address of Principal Place of Business

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City/State

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Zip

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Mailing Address of Principal Place of Business

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City/State

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Zip

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Point of Contact for Contract Negotiations

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Title

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Point of Contact Telephone Number

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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**

## SECTION 1: OVERVIEW

### 1.0 PURPOSE

The North Central Texas Council of Governments (“NCTCOG”) seeks an experienced vendor or vendors to provide the goods or services 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.

This solicitation is for solar energy consulting services. The consultant should offer a range of services to help customers transition to solar power effectively. In compliance with Texas state law, the consultant MAY NOT provide professional engineering or design services. A professional engineer is not required to serve as a part of the consultant team of the responding firm.

Interested firms are requested to propose a solution that will cover one or more of the following categories:

Category 1: Energy Assessments

Category 2: Site Analysis

Category 3: Permitting and Compliance

Category 4: Installation Oversight

Category 5: Financial Analysis

Category 6: Maintenance & Troubleshooting

Category 7: Other Ancillary 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 of TXShare’s contracts are competitively bid and publicly awarded through this process. NCTCOG prepares the RFP incorporating the required cooperative purchasing language that allows its entity members across the nation to utilize the awarded contract(s).

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

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

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

#### 2.0.4 Mutual Benefits

Performing a competitive bidding process typically takes often in excess of 90 days to create the RFP solicitation, collect and evaluate proposals, then negotiate and award the contract. Reducing the amount of time that purchasing staff spend managing new solicitations and generating new contracts, especially for goods or services that don’t require too much customization, saves months of administrative time and effort. Reducing the need to respond to every bid process and market directly to the customer saves time and money as well as is an “ace in the hole” for a vendor when closing the sale on its goods or services covered by a cooperative contract. Smaller governments customers can achieve price-saving advantages from purchasing off a cooperative program with greater purchasing power.

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

## **2.1 NCTCOG OVERVIEW**

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

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

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

## **2.2 TXSHARE PROGRAM EXPLANATION**

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

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

## **2.3 CONTRACT MANAGEMENT AND REPORTING**

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

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

## **2.4 ADMINISTRATIVE FEE**

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

## **2.5 INTERLOCAL AGREEMENT**

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

## **2.6 STANDARD TERMS AND CONDITIONS**

The NCTCOG Procurement Standard Terms and Conditions can be found at [www.nctcog.org](http://www.nctcog.org) in the "Open Procurement" section, or by clicking [here](#). Proposers shall certify its compliance with these requirements as part of

their proposal response by completing the certifications included with the RFP document “Attachments” section. Failure to submit the required certification statement may be grounds for finding the proposal nonresponsive.

### SECTION 3: GENERAL INFORMATION

#### 3.0 CONTRACT INTENT

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

#### 3.1 ADMINISTRATIVE GUIDANCE

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

#### 3.2 ADDENDA

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

#### 3.3 SOLICITATION SCHEDULE

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

The anticipated schedule is as follows:

<b>RFP Issued</b>	<b>October 23, 2024</b>	
<b>Inquiry Period Ends</b>	<b>November 13, 2024</b>	<b>5:00 PM CT</b>
<b>Proposal Due Date</b>	<b>November 20, 2024</b>	<b>2:00 PM CT</b>
<b>Planned Contract Award</b>	<b>January 2025</b>	

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

#### 3.4 PRE-PROPOSAL CONFERENCE

None

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

Questions arising subsequent to the issuance of this solicitation will be received until 5:00 PM CT on **November 13, 2024**, and should be submitted electronically to [www.publicpurchase.com](http://www.publicpurchase.com). Questions received after this time may not be answered in sufficient time to benefit the vendor in preparing a proposal. General questions about the process may be answered directly to the inquirer. Any questions of a material nature that require clarification of, or additional information added to, the solicitation will be published via addenda posted to the Public Purchase website and available for viewing of all registered participants.

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

The point of contact for this RFP is Charlie Oberrender, CPPB and may be reached at (817) 695-9289 or [coberrender@nctcog.org](mailto:coberrender@nctcog.org)

### **3.6 PROPOSAL SUBMISSION**

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

Submission of your proposal must be through uploading the proposal via Public Purchase website no later than **2:00 PM CT on November 20, 2024**, the proposal due date. Proposals shall be made in English in a searchable PDF format. It is your responsibility to ensure that the proposals are properly uploaded as described above by the designated due date and time. NCTCOG assumes no responsibility for delays caused by any reason. Late proposals will not be accepted nor considered. Proposals may be withdrawn at any time prior to the submittal deadline, but they may not be withdrawn after the official opening.

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

### **3.7 PUBLIC OPENING**

The public opening for this RFP will be conducted beginning 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.

#### **Microsoft Teams**

##### **Join the meeting now**

Meeting ID: 226 574 677 676

Passcode: iPL8rE

##### **Dial in by phone:**

(903) 508-4574

Phone conference ID: 100 064 523#

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

### **4.0 TIME FOR EVALUATION**

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

### **4.1 EVALUATION PROCESS**

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

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

#### 4.2 BAFO AND CLARIFICATION REQUESTS

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

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

#### 4.3 ORAL PRESENTATIONS

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

#### 4.4 AWARD OF THE CONTRACT

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

#### 4.5 PROPOSAL EVALUATION CRITERIA

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

Pass/Fail Criteria	Description	Percentage Points
<i>Key Personnel</i>	Points will be awarded on a pass/fail basis for the <u>clear inclusion</u> of the required components of <i>Key Personnel</i> information, as outlined in greater detail in <b>Section 6</b> .	Pass/Fail – 5%
<i>References</i>	Points will be awarded on a pass/fail basis for the <u>clear inclusion</u> of the required information regarding <i>References</i> , as outlined in greater detail in <b>Section 6</b> .	Pass/Fail - 5%
Weighted Scoring Criteria		Weighted Maximum Percentage Points
<i>Project-Related Experience and Qualifications</i>	Points will be awarded based on the quality of response to the requirements in <b>Section 5.2</b> .	20%
<i>Technical Proposal</i>	Points will be awarded based on the quality of response to the requirements in <b>Section 5.1</b> .	50%
<i>Proposal Pricing</i>	Points will be awarded based on responses to <i>Exhibits 1 &amp; 2 (if requested)</i> .	20%
<b>TOTAL POSSIBLE PERCENTAGE POINTS</b>		<b>100%</b>
Additional Points Criteria		Additional Points
<i>Proof of HUB Certification</i>	Points will be awarded upon submission of <u>proof of certification</u> as a Historically Underutilized Business (HUB), Minority, Women-Owned or Disadvantaged Business Enterprise.	5 points

### SECTION 5: SPECIFICATIONS

#### 5.0 SCOPE OF WORK

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

##### 5.0.1 Purpose

It is the intent of these specifications to describe requirements for referenced goods/services on an as needed basis. Goods and services must meet or exceed the standards set forth in the specifications described herein.

This is a solutions-based solicitation, so your proposal shall include a narrative answering the questions in Sections 5.1 and 5.2 and provide additional content that describes your ability to provide a solution to one or more of the categories listed.

#### 5.0.2 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 goods or services. A proposal will be evaluated only for the goods or services it offers.

A solar energy consultant offers a range of services to help Customers transition to solar power effectively. This solicitation is looking for a solutions-based response to solar energy consulting needs. The services offered should fall under one of the following categories:

- Category 1: Energy Assessments
- Category 2: Site Analysis
- Category 3: Permitting and Compliance
- Category 4: Installation Oversight
- Category 5: Financial Analysis
- Category 6: System Maintenance & Troubleshooting
- Category 7: Other Ancillary Services

### 5.1 TECHNICAL SPECIFICATIONS

Please understand that there is no specific project ready at this time. This is for work to be determined in the future on an as-needed basis. The work to be performed under this contract will be defined on a project-by-project basis through a supplemental order direct from the Customer. Please address the following areas in your narrative. **Please use Exhibit 4 - Questionnaire to answer these questions.**

Here are some key services that Customers may be interested in. Please explain in your narrative which of them, as well as others not mentioned, that you can provide:

- 5.1.1 Energy Assessments - Evaluating current energy usage and determining potential savings with solar energy.
- 5.1.2 Site Analysis - Assessing the suitability of potential installation sites, including roof condition, shading, and orientation.
- 5.1.3 Permitting and Compliance - Assisting with obtaining necessary permits and ensuring compliance with local regulations and incentives.
- 5.1.4 Installation Oversight - Coordinating with installation teams to ensure the system is installed correctly and efficiently.
- 5.1.5 Financial Analysis - Providing cost-benefit analyses, including payback periods and return on investment.
- 5.1.6 Maintenance and Troubleshooting - Offering ongoing support for system maintenance and addressing any issues that arise.
- 5.1.7 Solar Lease Analysis - For landowners and building owners, to provide analysis of the essentials of land and roof lease agreements. This covers key aspects such as lease rates, equipment management and maintenance, and end-of-life terms for solar installations.
- 5.1.8 Solar System Ownership - Provide information about the logistics and economics of owning a solar power system, covering costs, ROI, incentives, permits, zoning, and feasibility studies.
- 5.1.9 Feasibility – Provide analysis of site, building, or ideas for legislative, technical, and financial feasibility.
- 5.1.10 Financial Modeling – Review the various aspects of the solar power system under consideration, including design and feasibility, and vet them together in an economic model using financial professionals.
- 5.1.11 Preliminary Site and Zoning Analysis – Review the array of pre-development steps and resources that need to be undertaken to determine if a solar site is feasible for solar development.



## 5.2 PROJECT RELATED EXPERIENCE AND QUALIFICATIONS

Please address the following areas in your narrative. **Please use Exhibit 4 - Questionnaire to answer these questions.**

- 5.2.1 Provide a general explanation and chart which specifies project leadership and reporting responsibilities, and how the team will interface with Customer's project management and team personnel.
- 5.2.2 Any goods or services not outlined in the Scope of Work that you wish to offer.
- 5.2.3 Any major requirements of the RFP that cannot be met by your firm.
- 5.2.4 List the business location(s) out of which your firm's team members will work from. You are encouraged to provide options to cover multiple geographic areas other than Dallas/Fort Worth.
- 5.2.5 Provide an overview of Proposer's organization, size, years in business, and experience; major clients; and other information that you feel would assist in our evaluation process.
- 5.2.6 Describe your invoicing process. Payment terms? Is payment by credit card accepted?
- 5.2.7 Include a list of no more than five (5) similar contracts awarded within the last 5 years.
- 5.2.8 Identify any contracts within the past three years that have been terminated due to non-performance.
- 5.2.9 State the warranty and length of same that may apply to the goods or services you are proposing (if applicable).

## 5.3 OTHER REQUIREMENTS

### 5.3.1 Order for Work

The Customer and Contractor shall mutually establish understanding for what constitutes approval of a quote, the binding order for work, and any purchase order or other documentation that may be required before any work can proceed on any project.

Please understand that there is no specific project ready at this time. This is for work to be determined in the future on an as-needed basis by the Customer. The work to be performed under this contract will be defined on a project-by-project basis through a supplemental order direct from the Customer.

### 5.3.2 Award

NCTCOG reserves the right to award by line item, in whole, or in any combination as it deems to be in the best interest of the TXShare cooperative. Award may be made to one or more vendors. Customers further reserve the right to select the Contractor(s) that provides the best value for its material needs.

### 5.3.3 Vendor Performance

Vendor and their subcontractor(s) shall follow all applicable State of Texas laws and regulations relating to commercial motor vehicles and their proper maintenance, equipment, loading, and operation. Vendor and their subcontractor(s) shall also follow all traffic laws.

- 5.3.4 Subcontracting Vendor shall state names of all subcontractors and the type of work they will be performing. If a Vendor fails to specify a subcontractor, then Vendor shall be deemed to have agreed that it is fully qualified to perform the contract, and that the Vendor will fully perform the contract itself.

No Vendor whose bid is accepted shall (a) substitute any subcontractor, or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without approval in writing from the NCTCOG. The successful Vendor further agrees that Customer and its agents, servants and employees shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of or discrimination against employee or other violations of the provisions of this contract occasioned by the acts or omissions of the successful Vendor's subcontractors, their agents, or employees. The indemnification provisions of this contract shall apply to all subcontractors.

- 5.3.5 Payment for the material specified herein will be made with the price discounts applied as specified in the PROPOSAL DISCOUNT OFFER WORKSHEET.

## 5.4 GENERAL INFORMATION

### 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 one or more of the Categories stated in Section 5.0 of these specifications. This schedule is commonly referred to as a “catalog”.

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

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

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

### 5.9 **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 offer, you should furnish it as a discount off of list price for each Category proposed and state "No Bid" for any Categories or sub-Categories you will not offer. NCTCOG will consider Categories individually and may make awards on each Category independently. NCTCOG reserves the right to select the proposal or proposals offering the most advantageous combination, with price and other evaluation criteria considered.

**NOTE: The final negotiated discount will be incorporated into the Master Services Agreement with the awarded vendor(s). The discount 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**

The pricing that may be proposed for your catalog should be a percentage discount. Responding Offerors are requested to submit a proposal that will contain specific goods or services that would qualify under the Categories listed. A minimum percentage discount is to be stated for each Category. This is commonly referred to as "discount pricing".

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

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

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

A discount percentage off of list is considered to be a minimum discount, so the awarded Contractor is free to offer greater percentage discounts to a Customer as part of a purchase negotiation. A zero discount off catalog proposal is acceptable but may put the Contractor at a disadvantage when the Customer is comparing

prices among competing Contractors. The Contractor may lower the unit price or increase the minimum discount percentage to be more competitive in a particular situation.

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

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

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

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

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

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

5.12.4 Market Basket - For Evaluation Purposes Only (If required).

**FOR EVALUATION PURPOSES ONLY:** Respondents shall fill out and return a copy of a Sample Market Basket Pricing Form, if included as **Exhibit 2** in this RFP package.

5.12.5 Price Escalation/De-escalation.

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

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

5.12.6 Sales Tax & Freight.

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

## **SECTION 6: HOW TO SUBMIT YOUR PROPOSAL**

### **6.0 INSTRUCTIONS FOR RESPONDENTS**

Following the Required Response Information instructions below, you are to prepare a written response regarding your ability to meet each requirement as outlined in the Specifications (Section 5).

**Important Note: Your proposal shall consist of your responses to the Required Response Information outlined below and your completed Attachments I-XI, or the proposal may be disqualified as nonresponsive.**

#### **Required Response Information**

Your proposal should consist of the following sections. Each section is to be clearly labeled using the following heading titles:

- ***TAB A - Cover Page & Statement of Understanding***  
The initial submission pages of your proposal will consist of:
  - Cover Page of this solicitation document.
  - A brief statement of the respondent's understanding of the work to be done or desired deliverables requested in the solicitation.
- ***TAB B - Key Personnel***

Attach statements of qualifications/resumes for the responsible project manager(s) who will oversee the delivery of goods or services under this RFP.

- ***TAB C - References***

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

- ***TAB D - Project-Related Experience and Qualifications***

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

Provide a written response regarding the firm's and/or individual's ability to meet each requirement for the category(ies) offered as outlined in Section 5.2 of the Specifications.

- ***TAB E - Technical Proposal***

This section should consist of a narrative and constitute the major portion of the submittal. Respondent's proposal should detail their capabilities, knowledge and skills related to the desired deliverables and expectations, and address all questions outlined in Section 5.1 of the Specifications.

Include the completed **Exhibit 4** and add any additional information you wish to provide that explains your proposed solutions.

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

- ***TAB F - Pricing***

Respondents should furnish a proposal that specifies discounts and list pricing for the services they propose using **Exhibit 1 & Exhibit 2** (submit Exhibit 2 only if applicable).

Points will be rewarded on the basis of the overall cost effectiveness and clarity of the information provided in the Exhibits.

- ***TAB G -Required Attachments***

Include signed copies of all **ATTACHMENTS I through XI** and the completed **Exhibit 3** that are found in the back of this solicitation document. If an attachment does not apply, please mark as "Not Applicable" and submit with the proposal. **IMPORTANT NOTE:** ATTACHMENT XI is required by Texas Statute to be completed and signed by all bidders, regardless of their geographic location.

**CHECKLIST**

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

- ☐ Cover Sheet & Statement of Understanding
- ☐ Key Personnel
- ☐ References
- ☐ Project Related Experience and Qualifications
- ☐ Technical Proposal
- ☐ Attachment I: Instructions for Proposals Compliance and Submittal
- ☐ Attachment II: Certification of Offeror
- ☐ Attachment III: Certification Regarding Debarment
- ☐ Attachment IV: Restrictions on Lobbying
- ☐ Attachment V: Drug-Free Workplace Certification
- ☐ Attachment VI: Certification Regarding Disclosure of Conflict of Interest
- ☐ Attachment VII: Certification of Fair Business Practices
- ☐ Attachment VIII: Certification of Good Standing Texas Corporate Franchise Tax Certification
- ☐ Attachment IX: Historically Underutilized Businesses, Minority Or Women-Owned Or Disadvantaged Business Enterprises
- ☐ Attachment X: Federal and State of Texas Required Procurement Provisions
- ☐ Attachment XI: CIQ Form
- ☐ Exhibit 1: Categories Selected, Discounts for Pricing & Current Published Price List
- ☐ Exhibit 2: Sample Market Basket Form (if applicable)
- ☐ Exhibit 3: Service Area Designation Forms
- ☐ Exhibit 4: Questionnaire

Respondent recognizes that all proposals must be submitted electronically through **PUBLICPURCHASE.COM** by the RFP due date and time. All other forms of submission will be deemed non-responsive and will not be opened or considered.

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

**Compliance with the Solicitation**

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

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

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

**Acknowledgment of Insurance Requirements**

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

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

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

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

\_\_\_\_\_  
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.

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

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

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

\_\_\_\_\_  
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.

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Vendor Name

---

Authorized Signature

---

Typed Name

---

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.

(Continued on next page)

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

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

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

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

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

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

\_\_\_\_\_  
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.

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

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

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

\_\_\_\_\_  
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.

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

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

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

\_\_\_\_\_  
Date

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

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

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Vendor Name

---

Authorized Signature

---

Typed Name

---

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.

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

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

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

\_\_\_\_\_  
Date



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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
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.**

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

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

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

\_\_\_\_\_  
Date

(Continued on next page)

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

**-OR-**

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

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

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

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

\_\_\_\_\_  
Date

(Continued on next page)

### **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.

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

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

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

\_\_\_\_\_  
Date

**-OR-**

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

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

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

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

\_\_\_\_\_  
Date

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>	<p>Date Received</p>	
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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.)</p>		
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>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.</b></p> <p style="margin-top: 20px;">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?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p style="margin-top: 10px;">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?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>		
<p><b>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.</b></p>		
<p><b>6</b> <input type="checkbox"/> <b>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).</b></p>		
<p><b>7</b></p> <p style="margin-top: 20px;">             _____              Signature of vendor doing business with the governmental entity           </p> <p style="margin-left: 300px;">             _____              Date           </p>		

**EXHIBIT 1**  
**CATEGORIES SELECTED, DISCOUNTS FOR PRICING & CURRENT PUBLISHED PRICE LIST**

- **Please place a checkmark next to each Category that you are offering in your proposal:**

\_\_\_\_\_ Category 1: Energy Assessments  
\_\_\_\_\_ Category 2: Site Analysis  
\_\_\_\_\_ Category 3: Permitting and Compliance  
\_\_\_\_\_ Category 4: Installation Oversight  
\_\_\_\_\_ Category 5: Financial Analysis  
\_\_\_\_\_ Category 6: Maintenance & Troubleshooting  
\_\_\_\_\_ Category 7: Other Ancillary Services

- **Proposed Contractual Discounts on Pricing for Categories Offered**

For each of the categories you selected above, provide your proposed **discount** off your list price on the attached *Proposal Discount Offer Worksheet*. You may offer tiers of discounts based on the different bid items or the sale quantity.

- **Current Published Price List for Items Offered**

For each of the bid items you wish to offer, please provide the current published list price. Please attach this information to your proposal on a separate sheet or via a weblink. Please match the Category item number from the Proposal Discount Offer Worksheet to the matching item on your current published price list.

**NOTE: The current price list will NOT be a part of your contractual obligation and may be modified at your discretion during the term of any contract that is awarded to you. You are however requested to provide us with an updated version of the current price list whenever it is updated. Only the percentage discount is contractually obligated.**

**PROPOSAL DISCOUNT OFFER WORKSHEET FOR RFP #2025-005**

Service Category #1: Solar Energy Consulting Services		
Item	Description	% Discount Off Your Regular Rate

1 Consulting Services

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Service Category #2: Other Ancillary Services		
Item	Description	% Discount Off Your Regular Rate

2 Describe Services Below:

A		
B		
C		

**EXHIBIT 2**  
**SAMPLE MARKET BASKET FORM**

Not applicable.



**EXHIBIT 3**  
**SERVICE DESIGNATION AREAS**

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

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

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

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

End of Exhibit 3

**EXHIBIT 4**  
**QUESTIONNAIRE**

Please answer the following questions using this questionnaire. You may add pages or attachments where necessary but please number them to correspond with the questions you are answering.

**5.1 Technical Specifications**

5.1.1 Can you provide consulting services for energy assessments as described in Section 5.1.1? If so, please elaborate:

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5.1.2 Can you provide consulting services for site analysis as described in Section 5.1.2? If so, please elaborate:

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5.1.3 Can you provide consulting services for permitting as described in Section 5.1.3? If so, please elaborate:

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5.1.4 Can you provide consulting services for installation oversight as described in Section 5.1.4? If so, please elaborate:

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5.1.5 Can you provide consulting services for financial analysis as described in Section 5.1.5? If so, please elaborate:

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5.1.6 Can you provide consulting services for maintenance and troubleshooting as described in Section 5.1.6? If so, please elaborate:

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5.1.7 Can you provide consulting services for solar lease analysis as described in Section 5.1.7? If so, please elaborate:

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5.1.8 Can you provide consulting services for solar system ownership as described in Section 5.1.8? If so, please elaborate:

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5.1.9 Can you provide consulting services for feasibility as described in Section 5.1.9? If so, please elaborate:

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5.1.10 Can you provide consulting services for financial modeling as described in Section 5.1.10? If so, please elaborate:

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5.1.11 Can you provide consulting services for preliminary site and zoning analysis as described in Section 5.1.11? If so, please elaborate:

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## **5.2 Project Related Experience and Qualifications**

5.2.1 Provide a general explanation and chart which specifies project leadership and reporting responsibilities, and how the team will interface with Customer's project management and team personnel.

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5.2.2 Any goods or services not outlined in the Scope of Work that you wish to offer?

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5.2.3 Any major requirements of the RFP that cannot be met by your firm?

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5.2.4 List the business location(s) out of which your firm's team members will work from. You are encouraged to provide options to cover multiple geographic areas outside of Dallas/Fort Worth.

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5.2.5 Provide an overview of proposing firm's organization, size, years in business, and experience; major clients; and other information that you feel would assist in our evaluation process.

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5.2.6 Describe your invoicing process. Payment terms? Is payment by credit card accepted?

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5.2.7 Include a list of at least five (5) similar contracts awarded within the last 5 years.

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5.2.8 Identify any contracts within the past three years that were terminated due to non-performance.

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5.2.9 State the warranty and length of same that may apply to the goods or services you are proposing.

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