

TXShare

Your Public Sector Solutions Center

MASTER SERVICES AGREEMENT #2024-011 Electronics Console Cleaning and Preventative Maintenance Services

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

Console Cleaning Specialists dba Communication Center Specialists
472 Penning Road,
Chehalis, WA 98532

ARTICLE I RETENTION OF THE CONTRACTOR

1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide **Electronics Console Cleaning and Preventative Maintenance Services** (hereinafter, “**Services**”) to governmental entities participating in the TXShare program (hereinafter “**Participating Entities**”). The Contractor is being retained to provide services described below to Participating Entities based on the Contractor’s demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals #2024-011 (hereinafter, “**RFP**”). The Contractor demonstrated they have the resources, experience, and qualifications to perform the described services, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor’s response to the RFP.

ARTICLE II SCOPE OF SERVICES

- 2.1 The Contractor will provide Services described in a written Purchase Order issued by NCTCOG or a TXShare Participating Entity. Any such Purchase Order is hereby incorporated by reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Purchase Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Purchase Order.
- 2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities’ standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.
- 2.3 Any agreed-upon changes to a Purchase Order shall be set forth in a subsequent Purchase Order amendment. Contractor will not implement any changes, or any new Services until a Purchase Order has been duly executed by Participating Entity. For the avoidance of doubt, the Contractor

acknowledges that a Participating Entity is under no obligation to execute a Purchase Order. Participating Entity shall not be liable for any amounts not included in a Purchase Order in the absence of a fully executed amendment of Purchase Order.

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

2.5 NCTCOG Obligations

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

2.6 Participating Entity Obligations.

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

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

2.7 Contractor Obligations.

2.7.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of RFP #2024-011.

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

2.7.3 Contractor agrees to market and promote the use of the SHARE awarded contract whenever possible among its current and solicited customer base. Contractor shall agree to follow reporting requirements in report sales made under this Master Services Agreement in accordance with Section 4.2.

ARTICLE III TERM

3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term of **twenty-four (24) months** (the “**Term**”), unless earlier terminated as provided herein. This Agreement will automatically renew for up to three (3) additional one (1) year terms, not to exceed five (5) years in total, unless earlier terminated as provided herein. The option not to renew will be considered at NCTCOG’s discretion.

3.2 **Termination.** NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days’ prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Purchase Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor’s responsibilities with respect to such Purchase Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of

termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

- 3.2.1 **Termination for Cause:** Either party may immediately terminate this Agreement if the other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- 3.2.2 **Breach:** Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

ARTICLE IV COMPENSATION

- 4.1 **Invoices.** Contractor shall submit an invoice to the ordering Participating Entity upon receipt of an executed Purchase Order and after completion of the work, with Net 30 payment terms. Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Purchase Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Services provided to Participating Entities.
- 4.2 **Reporting.** NCTCOG intends to make this Agreement available to other governmental entities through its TXShare cooperative purchasing program. Contractor shall submit to NCTCOG on a calendar quarterly basis a report that identifies any new client Participating Entities, the date and order number, and the total contracted value of services that each Participating Entity has purchased and paid in full under this Master Service Agreement. Reporting and invoices should be submitted to:

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

ARTICLE V SERVICE FEE

- 5.1 **Explanation.** NCTCOG will make this Master Service Agreement available to other governmental entities, Participating Entities, and non-profit agencies in Texas and the rest of the United States through its SHARE cooperative purchasing program. The Contractor is able to market the Services under this Agreement to any Participating Entity with emphasis that competitive solicitation is not required when the Participating Entity purchases off of a cooperative purchasing program such as TXShare. However, each Participating Entity will make the decision that it feels is in compliance with its own purchasing requirements. The Contractor realizes substantial efficiencies through their ability to offer pricing through the SHARE Cooperative and that will increase the sales opportunities as well as reduce the need to repeatedly respond to Participating Entities' Requests for Proposals. From these efficiencies, Contractor will pay an administrative fee to TXShare calculated as a percentage of sales processed through the TXShare Master Services Agreement. This administrative fee is not an added cost to TXShare participants. This administrative fee covers the costs of solicitation of the contract, marketing and facilitation, as well as offsets expenses incurred by TXShare.

5.2 **Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractor and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2% on sales.

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

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

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

ARTICLE VII REPRESENTATION AND WARRANTIES

7.1 **Representations and Warranties.** Contractor represents and warrants that:

- 7.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor's performance under this Agreement; or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement;
- 7.1.2 NCTCOG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.
- 7.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's sub-contractors may result in immediate termination of this Agreement.
- 7.1.4 Contractor and its employees and sub-contractors have all necessary qualifications, licenses, permits, and/or registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing.
- 7.1.5 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor's obligations under this Agreement.

ARTICLE VIII CONFIDENTIAL INFORMATION AND OWNERSHIP

8.1 **Confidential Information.** Contractor acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of NCTCOG or Participating Entities, its products, services, policies, customer, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed, sold, exchanged, traded, or disclosed to any

person, company, or other entity during the period of the Contractor's retention hereunder or at any time thereafter without the express written permission of NCTCOG or Participating Entity.

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

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

**ARTICLE IX
GENERAL PROVISIONS**

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

If to NCTCOG: North Central Texas Council of Governments
P.O. Box 5888
Arlington, TX 76005-5888
Attn: Charlie Oberrender
coberrender@nctcog.org

If to Contractor: Console Cleaning Specialists dba Communication Center
Specialists
472 Penning Road,
Chehalis, WA 98532
Attn: Tara Brown
Tara@commcenterspecialists.com
(855) 227-2329 x703

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

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

9.3 **Indemnification.** Contractor shall defend, indemnify, and hold harmless NCTCOG and Participating Entities, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to this Agreement; (ii) breach of any obligation, warranty, or representation in this Agreement, (iii) the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of NCTCOG's or Participating Entities' gross negligence or willful misconduct.

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

Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

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

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

9.5.2 Commercial General Liability:

9.5.2.1 Required Limits:

\$1,000,000 per occurrence;

\$3,000,000 Annual Aggregate

9.5.2.2 Commercial General Liability policy shall include:

9.5.2.2.1 Coverage A: Bodily injury and property damage;

9.5.2.2.2 Coverage B: Personal and Advertising Injury liability;

9.5.2.2.3 Coverage C: Medical Payments;

9.5.2.2.4 Products: Completed Operations;

9.5.2.2.5 Fire Legal Liability;

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

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

9.5.4 Professional Errors and Omissions liability:

9.5.4.1 Required Limits:

\$1,000,000 Each Claim

\$1,000,000 Annual Aggregate

- 9.6 **Conflict of Interest.** During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.
- 9.7 **Force Majeure.** It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.
- 9.8 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.
- 9.9 **Availability of Funding.** This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.
- 9.10 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 9.11 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 9.12 **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.
- 9.13 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.14 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.

- 7.15 ~~Amendments.~~ This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 9.16 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.17 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.
- 9.18 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

ARTICLE X ADDITIONAL REQUIREMENTS

- 10.1 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 10.6 **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.
- 10.7 **Restrictions on Lobbying.** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in

Contractor with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- 10.8 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 10.9 **Drug-Free Workplace.** Contractor shall provide a drug free workplace in compliance with the Drug Free Work Place Act of 1988.
- 10.10 **Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.

10.11 **Civil Rights Compliance**

Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

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

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

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

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

Incorporation of Provisions: Contractor will include the provisions of the paragraphs listed above, in this section 10.11, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request the State to enter into such litigation to protect the interests of the State. In addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.12 Disadvantaged Business Enterprise Program Requirements

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

10.13 Pertinent Non-Discrimination Authorities

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

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

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

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

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

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

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

10.15 House Bill 89 Certification

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

10.16 Certification Regarding Disclosure of Conflict of Interest.

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

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

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

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

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

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

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

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

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

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

10.17 Certification of Fair Business Practices

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

10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification

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

10.19 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The Contractor agrees that it is not providing NCTCOG with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. Contractor shall certify its compliance through execution of the "Prohibited Telecommunications and Video Surveillance Services or Equipment Certification," which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.20 Discrimination Against Firearms Entities or Firearms Trade Associations

Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries. NCTCOG is prohibited from contracting with entities, or extend contracts with entities who have practice, guidance, or directive that discriminates against a firearm entity or firearm trade association. Contractor shall certify its compliance through execution of the "Discrimination Against Firearms Entities or Firearms Trade Associations Certification," which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.21 Boycotting of Certain Energy Companies

Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who boycott certain energy companies. NCTCOG is prohibited from contracting with entities or extend contracts with entities that boycott energy companies. Contractor shall certify its compliance through execution of the "Boycotting of Certain Energy Companies Certification," which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any

of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.22 Domestic Preference for Procurements

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

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

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

**Console Cleaning Specialists dba
Communication Center Specialists**

North Central Texas Council of Governments

Tara Brown 01/3/2024
Signature Date

Tara Brown
Printed Name

DocuSigned by:
Mike Eastland 1/29/2024
A4E72C1BEF0F426...
Signature Date
Michael Eastland
Executive Director

APPENDIX A

TXShare

Your Public Sector Solutions Center

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

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

Console Cleaning Specialists DBA Communication Center Specialists
Legal Name of Proposing Firm

PLGPYBRM31N1
SAM.GOV Unique Identity ID

Tara Brown COO
Contact Person for Proposal Title

855-227-2329 ext 703 tara@commcenterspecialists.com
Contact Person Telephone Number Contact Person E-Mail Address

308 SW 13th St. Chehalis, WA 98532
Street Address of Principal Place of Business City/State Zip

PO Box 538 Chehalis WA 98532
Complete Mailing Address City/State Zip

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

(Cover Sheet)

Tab A: Capacity to Deliver

A brief statement of the offeror's understanding of the work to be done.

Communication Center Specialists (CCS) understands that you are looking to retain a contractor(s) for Electronics Console Cleaning and Preventative Maintenance Services to supply municipalities, counties, school districts and other agencies with the following certified & non-certified contributions;

- Console cleaning & preventative maintenance
- Wire management
- Steam cleaning of chairs
- Furniture moves
- Proposed Optional Ancillary Goods/Services

Describe your firm's approach and clearly indicate any exceptions to the specifications, options or alternatives being proposed. It should also indicate any major requirements that cannot be met by the firm.

Communication Center Specialists (CCS) was the first company to introduce specialized detailed cleaning and preventative maintenance of console desks and have over the years added our wire management services and special projects including furniture moves and other ancillary services as requested.

We understand the cost associated with console desks and the technologies within as well as the pressure to keep them in good working order can be challenging in busy, 24/7 facilities. Our organization strives to provide a much needed service to keep your investment clean and functioning properly for years to come.

CCS can provide the following services:

- Console cleaning & preventative maintenance (Scope of work attached)
- Wire management (Scope of work attached)
- Furniture moves
- We are happy to entertain/discuss and price any proposed 'Optional Ancillary Goods/Services'

CCS no longer provides:

- Steam cleaning of chairs

Describe your firm's qualifications in providing services for governmental projects.

Communication Center Specialists (CCS) has been providing the requested services since 2008.

15 years (since 2008) experience:

- Working in 911/Public safety Dispatch Centers and sensitive operation facilities
- Cleaning, moving and performing preventative maintenance on console furniture
- Performing services within active/operational facilities including live 911 centers and populated spaces
- Operating during sensitive operational activities and adjusting services accordingly with the needs of the space we are servicing

Our technical service teams are:

- Direct employees and NOT subcontracted
- Have background checks and verifications that are available upon request
- Trained on how to provide our services within sensitive operational areas
- Instructed on how to maneuver and work with the technologies and cabling within console desks and facility areas we come in contact with
- Are CJIS certified

Describe your firm's capabilities to perform the work in a timely fashion.

Communication Center Specialists (CCS) works closely with our customers to communicate scheduled time in their facility. This includes having a solid understanding of the number of desks, installation date and current condition. Given the nature of our services, every center is different and requires us to give an educated guess of how long we believe it will take. We work diligently to perform our services as efficiently, effectively and timely as possible with a high quality outcome.

We understand that some of the areas we work within have evolving situations (emergency situations) that may require us to discontinue services until the issues have resolved. Our team is trained to accommodate these incidents so as to not disturb the work of the professionals.

List the business location out of which your firm's team members will work from.

Communication Center Specialists (CCS) provide services Nationwide. Our technical service teams travel to our client job sites from various hubs around the United States.



Preventative Maintenance & Detailed Cleaning Scope of Work

Our professionally trained technical service team will go through each console desk performing intensive cleaning and inspecting your console furniture for any abnormalities. Any issue found that can be resolved immediately will be repaired. The team is trained to work in an active environment so there is no need to halt operations. We will cooperate with your organization to ensure seamless execution of the following services: (page two is a very specific itemized list of what the service includes)

We will provide the following specific service actions as they apply to your center and console desks:

Vacuum, clean, and/or sanitize all reachable interior & exterior surfaces including:

- Counters attached to the console desk
- Cavity shelves
- Exterior of your PC and radio equipment
- Miscellaneous peripherals located on console desks: phones, printers, etc.
- Fabric*, laminate or metal surfaces
- Beneath the console desk*
- Mice
- Keyboards
- Monitors

*Stained fabric: We will attempt to remove stains from fabric

*Pet Stains on carpet: We will attempt but do not guarantee complete odor or stain removal.

Inspect, repair (if possible), and report findings for follow-up:

- The entire console desk for abnormalities
- Alignment and level of console desk
- Fans & control panels
- Doors/door hinges for working order and proper alignment
- Lights*
- Loose screws/bolts
- Edge molding
- Fabric edges
- Duct arms
- Environmental controls*

(*we can replace bulbs and filters made available to our team by your center)

We will visually inspect electrical equipment and cables for any abnormalities such as connection issues, frayed wires and any other defects we may find. These findings will be reported to our onsite contact and documented in your end of service report.

Cleaning product & Vacuum system:

- Green cleaning solution: Engineered water for cleaning rather than harmful chemicals.

CCS - Communication Center Specialists PO Box 538 Chehalis, WA 98532 855-227-2329

sales@commcenterspecialists.com www.commcenterspecialists.com



- Professional, contractor-grade, certified HEPA filtered (99.97% at 0.3 microns) vacuum with low-noise level and fully-automatic filter cleaning system.

Preventative Maintenance & Detailed Cleaning Itemized List Of Service

(Please request in bid specification format if needed)

Dispatch Area Specifications:

- Services performed while your center stays LIVE.
 - Dispatchers/Call takers will not need to be relocated outside the dispatch floor.
- Vacuum/clean cabinetry inside and out
- Vacuum reachable console panels – front, rear & sides
- Attempt to remove stains from console panels
- Inspect and attempt repair to edge molding on top and bottom of panels
- Vacuum under console
- Clean all counters in attached to the console
- Clean & disinfect all high touch areas
- Clean & disinfect all peripherals including keyboards, mice, phone and input surfaces
- Check post caps
- Check alignment and fit of work surfaces to console side surfaces
- Re-level and orient primary surfaces
- Check all consoles for level, return consoles to level
- Align individual positions to room if necessary
- Align & check doors under consoles and rear access doors
- Check door stops on foundation
- Visually & physically check and inspect all electrical (PC Case, radio, USB, Ethernet and monitor) equipment for any anomalies including physical connections, frayed wires and other defects in the console. Report findings.
- Inform of any wiring concerns (We offer wiring services at an additional charge – ask for an estimate)
- Re-fasten console leg and comfort control wires
- Check all filters in the air controls units (If filters are provided by center, we will replace as needed)
- Inspect & repair console duct arms
- Inspect fans and control units
- Tuck & tighten cloth on panels
- Check and/or re-hang panels to posts
- Tighten screws or bolts on mechanical parts or wire management of console
- Inspect console lights (If bulbs are provided by center, we will replace as possible)

Cleaning Products & Vacuum Unit: Green cleaning solution; Engineered water for cleaning rather than harmful chemicals. Professional, contractor-grade, certified HEPA filtered (99.97% at 0.3 microns) vacuum with low-noise level and fully-automatic filter cleaning system.

Performance Criteria:

- Have performed the above, in 911/Public Safety Dispatch Centers, since 2008
- We provide a detailed inspection report following service
- Personnel has experience cleaning within a live 911 center, is sensitive to operational activities and will adjust to the needs of emergency dispatch
- All employees have background checks available upon request
- All employees are CJIS certified

References:

CCS - Communication Center Specialists PO Box 538 Chehalis, WA 98532 855-227-2329

sales@commcenterspecialists.com www.commcenterspecialists.com



Wire Management Scope Of Work

We perform new installations, as well as wire management on systems that have been previously installed. Each center's service varies slightly depending on brand, age and layout of console furniture.

CCS works with your IT Staff for preference on where you would like which system placed visually. Example: Viper, Phone, Radio, CAD, etc. We will then perform the following:

Labeling: CCS will use colored electrical tape, to color code each system. Example: all wires that go to viper will be colored red, CAD wires will be colored blue, etc. If there is more than one monitor on a system, we will color code and number each of those cables.

On existing wire management we will locate, color code and number the start and end point of every wire that is being used. All wires will then be removed, sorted and re-installed. Unused wires found will be coiled for you to dispose of or re-use.

Running/Securing Wires: CCS will run wires and sparingly use Velcro straps to secure wires to one another. We will use small and medium C clips to fasten to the underside of the work surface to keep the wires secure and reduce the risk of unplugging. Monitors wires are secured to minimize appearance from the worksurface. We bundle wires above the surface by wrapping them in lightweight mesh wrap for clean aesthetics.

Extension/Full-Movement: CCS will extend workstations to their MAXIMUM heights when running the wires. Once wiring is complete you will have full range of movement (sit to stand) without the fear of unplugging wires.

Testing: CCS will test the console desk for full movement to ensure that wires are free from potential hazards.

Charting: CCS will transfer all the colors and numbers to a master chart. Positions with different systems will have a separate chart. This chart will be presented to you upon completion of the service.

C*C*S ~ Communication Center Specialists ~ PO Box 538 Chehalis, WA 98532 ~ 855-227-2329

sales@commcenterspecialists.com ~ commcenterspecialists.com

Tab B: Demonstrated Past Success

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

CCS has been providing preventative maintenance and cleaning services for governmental customers since 2008. We have been a vendor for the Texas Share program for the last several years, servicing multiple agencies who are a part of the contract.

Our premier service is a once or twice a year preventative maintenance & deep cleaning service for console desks at 911 dispatch and call centers across the nation. These services are designed so that the center's can maintain operations during the process. Our service can be completed on ANY and all brands of console manufacturers. Additionally, we are certified to perform preventative maintenance work on most of the major manufacturers.

We offer wire management which is a custom solution to increase efficiency for the existing wiring network as well as project management which can include assembly, disassembly & moves of console desks. We have been providing these services with our team across the nation with great success since our company's inception.

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

We have given you a list of active customers from across the nation and of varying sizes to showcase our commitment to making sure every center has an opportunity to create a healthy environment and have functional console desks for their teams.

Arapahoe County 911 Authority
5334 S Prince St
Littleton, Colorado 80120
Multiple agencies, main and back-up centers
(60 console desks, fabric walls, vents)

Plano Public Safety Communications
1520 K Avenue, Suite 010
Plano, Texas 75074
Main & back-up center (39 console desks)

Allegheny County Emergency Services
150 Hookstown Grade Rd
Coraopolis, Pennsylvania 15108
(89 console desks)

Lake County IL Sheriff's Office
911 Emergency Communications
Libertyville, Illinois 60048
(9 console desks)

Hardee County Sheriff's Office
900 E. Summit St.
Wauchula, Florida 33873
(4 console desks)

Tab C: Quality Control

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

Personnel -

Our technical service teams are:

- Direct employees and NOT subcontracted
- Trained to work within sensitive 24/7 technological environments
- Background checked and have verifications that are available upon request
- CJIS certified

Equipment, products & technologies -

- Cleaning/sanitizing solution: Green cleaning solution: Engineered (electrolyzed) water for cleaning rather than harmful chemicals. Electrolyzed water uses electricity to change the chemical structure of salt, water & vinegar into a cleaner & disinfectant as effective as bleach, but with no harmful chemicals. Our solution is an EPA-registered sanitizer and disinfectant that kills 99.9% of viruses, bacteria, mold, and mildew. It is also EPA approved for use against Covid-19 and kills respiratory viruses and the viruses that cause flus.
- Disinfection solution: Hydrogen Peroxide Wipes. Kills bacteria and viruses in as fast as *30 seconds with the power of hydrogen peroxide. We use this product on all high touch areas.
- Vacuum system: Professional, contractor-grade, certified HEPA filtered (99.97% at 0.3 microns) vacuum with low-noise level and fully-automatic filter cleaning system.

Resources & Methodologies -

Communication Center Specialists (CCS) exclusively focuses on improving the health of our customers and protecting their investments. We utilize all available resources to improve our services. This includes:

- Online training from the WHO (World Health Organization) to be as knowledgeable and up to date on the best ways to create healthier environments for our customers.
- Input from our customers on how we can improve or add to our services to be the best resource.
- We test new equipment quarterly to ensure we have the quietest, most efficient technology to complete our services.
- We work to ensure our cleaning products are health conscious, “green”, non chemical and will not damage our customers equipment.
- We evaluate our processes frequently so we can enhance our customers' experience.

Describe your quality control and quality assurance programs.

Communication Center Specialists (CCS) regularly evaluates our equipment, products and process to increase our ability to provide the most streamlined service for our customers.

Our technical service teams are;

- Direct employees, NOT subcontractors to ensure we have complete control over the service provided
- Trained using the same processes for every service
- Subject to quarterly trainings to increase productivity and ensure quality, and
- Utilize the same equipment and products for every service

We are passionate about the level of quality we provide. The relationships we develop include fostering complete communication from initial contact to invoicing and beyond. We want to know if our customers are having a problem. Issues can happen and we pride ourselves in our ability to correct situations by working with our customers directly, in a time efficient way to rectify any negative situation that may arise.

Tab D: Technical Proposal

This section should constitute the major portion of the submittal and must contain a narrative in specific response to items listed below. NCTCOG encourages vendors to be creative when developing their proposals for the requested goods and or service(s).

In your narrative, match the corresponding number of the item below with its specific answer.

1. Review "Section 5: Specifications" of this RFP.

Are there any requirements that you cannot provide, or offer an alternative to? Describe any exceptions to the requirements. If there are no exceptions, please explicitly state that no exceptions are taken to any part of Section 5. Further, describe any exceptions to other sections of this RFP. Your offer must be in compliance with stated terms and conditions unless NCTCOG accepts written identified exceptions of your proposal.

EXCEPTIONS TO THE REQUIREMENTS LISTED IN SECTION 5

CCS no longer provides;

- Steam cleaning of chairs

2. Describe your process for responding to an order for service.

Once we have the total number of console desks, install date (if available), location of center and information on any issues that might be occurring with the console desks, we will supply customers with an estimate for the requested services for review.

3. Describe your process of scheduling service to the customer. What is the average turnaround time?

When we are notified that the customer would like to move forward with our services, we let them know when we will be in their area. We pair our customers together with other customers in the same location/area to keep costs low for our clientele and create a full week of work for our team. The average turnaround time is 1-3 months depending on the location and our current schedule. We are happy to work with centers on expedited service requests but this could increase pricing.

Once scheduled, we send the time/date that our team will arrive and confirm it with the point of contact. We provide the customer with a 'Pre-Service Customer Checklist' and a 'Lunch Room Flyer' so they can prepare for our service visit and we can gather important information to ensure that our team's arrival is seamless.

This includes such items as;

- Where to park?
- Point of contact once our team arrives? Does it change daily?
- Are additional background checks/certifications or safety training needed?
- Is the customer experiencing any issues with their consoles?
(Understanding any issues allows us the possibility of working with customers and their console desk manufacturer to get parts and pieces that may be needed for repair while we are onsite. We will allot time to assist with repairs if we are aware.)

This information is then added to our notes and passed along to our technical service team prior to our service visit.

We have included both our Pre-site Survey & Lunch Room Flyer at the end of this tab.

We send a reminder email 1 week before the service is scheduled, and a follow up email after the service is completed to check in with the customer to make sure everything went according to plan and get feedback from them on how we might improve our services.

4. Describe your customer satisfaction services, to include any warranty and/or repair capabilities.

Our first priority is customer satisfaction. We pride ourselves on our ability to have as open communication as possible with our customers. This often allows us to correct any issues immediately while our technical service team is onsite. If we are made aware after service is complete, we will work with the customer to rectify the situation as quickly as possible. To ensure we are openly communicating and requesting information, we send a follow-up email after providing our services to solicit feedback and ways we can improve.

Part of our preventative maintenance service is to repair console desk items we find while onsite. Our technical service crew will take before and after pictures, and document both fixable and non-fixable items within a 'Site Visit Report'. If we are unable to repair items found due to parts,

time or tools, we will inform the customer and document the issues in this report. Reports are available upon request following service.

We are certified to work on many of the major console desk manufacturers and can work with you and those manufacturers to get the parts & pieces you need for repair. If we do not have a connection with the manufacturer the information and documentation of the issues we find can be used for our customer to work with them directly for repairs.

5. Describe your invoicing process. Is payment by credit card accepted? Is a deposit required?

The week after service is completed we send out invoices via email to the customer. Invoice included the date of service, contract/PO number (if needed) and any other information pertinent to the billing process. We DO accept credit cards. Payments can be made online or over the phone. We also accept mailed checks and ACH payments.

6. Review the pricing categories identified in Exhibit 1 of this RFP. Are there any category items that you cannot offer, or are there additional optional pricing categories that you wish to offer for consideration?

We do not provide chair steam cleaning at this time.

7. Designate specific contact person(s) for the following phases: (1) bid process (2) contracting process (3) contract administration (primary point of contact for receiving orders from Participating Entities).

(1) Bid process contact
Tara Brown
tara@commcenterspecialists.com
(360) 520-6160

(2) Contracting process
Tara Brown
tara@commcenterspecialists.com
(360) 520-6160

(3) Contract administration
Tara Brown

tara@commcenterspecialists.com
(360) 520-6160

Jenny Mason
jenny@commcenterspecialists.com
(503) 799-3601

Failure to provide written narrative response to this section will be interpreted by NCTCOG as an *inability* by the firm to provide the requested product, service or function and may subject the proposal to disqualification.

CCS Pre-Site Customer Checklist



Communication Center Specialists

Pre-Site Customer Checklist

Please get this information back to us prior to our scheduled visit

Check list for you:

- Inform and educate your staff on the why/when/how of our visit
- Please remove personal items from the consoles
- Have your technical support person on-site and available
- We require that someone on your team turn off the PC's and monitors at the consoles before they are serviced. We will not be held responsible for technical equipment that does not reboot.
- Wires can and will come loose (we do our best to anticipate and re-attach as we work)
- On average, it takes 1 - 2 hours per console for cleaning.
- **NEW****Our new vacuum system has a low decible volume. Its so low, that we are able to bring it onto the dispatch floor. Please let us know if there is a specific power plug you'd like us to use.
- Are there any known issues with specific consoles that we should be aware of? (this will allow us time to prepare for it)

Additional general information to share with your team:

- ❖ Our vacuum has a low decible count volume to reduce distraction while keeping our team efficient. If the volume is an issue, we can move the system to the far side of the space to decrease the volume in the area. We will need to know if there are specific outlets you want us to use.
- ❖ We are chemical free! We utilize Engineered Water. Engineered water is a combination of salt, vinegar and water that has been electrolized to the same PH level as bleach without all the harmful side effects. It contains no perfumes so you will not smell an overwhelming chemical scent. We create this cleaner onsite and will need access to water and an electrical plug.
- ❖ We will return bags of items found as well as dirt upon completion of the job.

We respect your privacy but do take pictures of your consoles while on-site to show you our findings. With your permission, we would like to be able to use some of these photographs for marketing purposes including websites, social media and presentations.

If you have reviewed and understand all of the above, please sign and date below. We look forward to servicing your facility.

Print name: _____ Date: _____

Signature: _____

We appreciate your business and want to make sure that you are satisfied with our service. Please contact us with any additional questions you have regarding our visit at 855-CCS-2DAY or 855-227-2329.

CCS Lunch Room Flyer



Coming to YOUR consoles on

What we need from YOU:



- ❖ Remove personal items from consoles.
- ❖ We recommend having a technician onsite for any issues
- ❖ Let your Director/Supervisor aware of issues you are having at your workstation prior to our visit.
- ❖ We will work hard to make sure we are not a distraction while you work, but don't hesitate to communicate any concerns you have to us.

Information to know:

- ❖ Wires can and will come loose (we do our best to minimize). When possible, we recommend bringing up each console immediately following service to ensure everything is working properly. This will help to avoid un-noticed disconnections and we can help resolve.
- ❖ Cleaning times can range from 30 minutes to 2 hours per console depending on the dust/debris.
- ❖ The cleaning agent we use is electrolyzed water. It contains no chemicals and is as powerful as bleach without the negative effects.
- ❖ Our Vacuum is a specialized, low volume (58 – 62 decibels), HEPA filtered unit that we can bring onto the dispatch floor.
- ❖ We will return bags of items found as well as dirt upon completion of the job.

We are excited and honored to create a healthier environment for our 9-1-1 HEROES

Tab E: Proposal Pricing

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

- Preventative maintenance & detailed console cleaning:
 - \$425/console desk
 - Volume rate (50+ console desks at one location) priced at \$400/console
- Wire management:
 - \$1000/console desk
- Steam cleaning of chairs
 - No bid
- Furniture moves:
 - \$250/hour (moves requiring relocation of furniture to a different address may include additional fees)
- Proposed Optional Ancillary Goods/Services:
 - We are happy to entertain/discuss and price any proposed 'Optional Ancillary Goods/Services' customers may need.

Tab F: References

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

We have given you a list of active customers from across the nation and of varying sizes to showcase our commitment to making sure every center has an opportunity to create a healthy environment and have functional console desks for their teams.

Arapahoe County 911 Authority
Catherine M. Raley, RPL, ENP, CMCP
Executive Director
5334 S Prince St
Littleton, Colorado 80120
P: 720-256-9781
E: CRaley@arapahoegov.com

Plano Public Safety Communications
Michelle Haggerty
Administrative Manager
1520 K Avenue, Suite 010
Plano, Texas 75074
P: (972)-941-7932
E: michelleh@plano.gov

Allegheny County Emergency Services
Gary J. Thomas
Asst. Chief/9-1-1 Coordinator
150 Hookstown Grade Rd
Coraopolis, Pennsylvania 15108
P: 412-473-1412
E: gary.thomas@alleghenycounty.us

Lake County IL Sheriff's Office
C. Kent McKenzie, ENP
Director of Communications
911 Emergency Communications
Libertyville, Illinois 60048
P: (847)377-7030 Cell: (847)309-4676
E: KMckenzie2@lakecountyil.gov

Hardee County Sheriff's Office
Sara Townsel
911 Coordinator/Addressing/FDLE FAC
900 E. Summit St.
Wauchula, Florida 33873
P: 863-773-0304 Ext. 202
E: stownsel@hardeeso.com

Tab G: Required Attachments

Please include ALL ATTACHMENTS (I-X) and EXHIBITS appended to the rear of this solicitation document, completed and signed as applicable.

All attachments must be submitted with the proposal, or the proposal may be disqualified as nonresponsive. IF AN ATTACHMENT DOES NOT APPLY, PLEASE MARK AS "NOT APPLICABLE" AND SUBMIT WITH THE PROPOSAL.

Addendum #1
Electronics Console Cleaning and Preventative Maintenance Services
RFP # 2024-011

Issued November 12, 2023 by the North Central Texas Council of Governments

This RFP has been amended to incorporate the following provisions:

1. Revision to language in “SECTION 1: OVERVIEW”

The language found under subsection “1.0 PURPOSE” has been **revised**.

2. Revision to language in “SECTION 5: SPECIFICATIONS”

The subsection 5.1A and paragraphs titled 5.1A.1 through 5.1A.8 have been **added** to Section 5.

3. Revision to language in “EXHIBIT 1”

Remove and replace the existing EXHIBIT 1 in your RFP packet and replace with EXHIBIT 1 (REVISED).

4. Revision to items in “SAMPLE MARKET BASKET”

Remove and replace the existing SAMPLE MARKET BASKET in your RFP packet and replace with the SAMPLE MARKET BASKET (REVISED).

PROPOSAL DUE DATE REMAINS 2:00 PM CT DECEMBER 1, 2023.

END OF ADDENDUM

Addendum #2
Electronics Console Cleaning and Preventative Maintenance Services
RFP # 2024-011

Issued November 21, 2023 by the North Central Texas Council of Governments

This RFP has been amended to incorporate in full text the following provisions:

I. QUESTIONS.

The following questions have been submitted:

Q. 1 - If there are items on the bid request that we do not provide or do not wish to provide, can we bid partially on just the items we would like to bid?

A. 1 - Yes, you would propose the services you wish to offer. So you can reply "No Bid" in your narrative and on the bid sheet to any that you do not want to provide.

Q. 2 - I guess I'm not sure I understand this form (Attachment XI Form CIQ). I don't know if it applies to us? We don't have anyone in our company that is related to a government officer and/or I'm not even sure what government officer name I would put into the box. Are you able to help me understand that document more clearly by chance?

A. 2 - The CIQ form is to help offerors comply with Texas law. It basically is asking the offeror to confirm that there is not relationship of some sort with anyone at North Central Texas Council of Governments ("NCTCOG"). The wording, from Texas Government Code Chapter 176, for the offeror to consider if it applies is as follows:

Sec. 176.006. DISCLOSURE REQUIREMENTS FOR VENDORS AND OTHER PERSONS; QUESTIONNAIRE. (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

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

The NCTCOG cannot provide you with legal advice, but if the above does not apply to the offeror, then the offeror can write its company name on the form, note that the conditions "Do not apply" and sign the form. A signed form must be filled out as the offeror deems applicable, and turned in with the proposal.

Q. 3 - To Clarify on the Addendum, certified vs non certified is referring to "CJIS Certified" or "Non CJIS Certified"?

A. 3 – That is correct.

Q. 4 - Do you have any figures that you could supply that would give us an indication of the average run rate for a customer job?

Do you have any figures you could supply that would give us a yearly projection of number of jobs, average size of the job, yearly totals for preventative maintenance?

What kind of time duration exists between requesting a service and actual delivery of the service?

A. 4 – There has been approximately \$60,000 in sales reported by the current vendor since 2020 to multiple customers. Past performance is no guarantee of future results, but the vendor awarded the contract is encouraged to market it to government agencies it wishes to do business with.

PROPOSAL DUE DATE REMAINS 2:00 PM CT DECEMBER 1, 2023.

END OF ADDENDUM

EXHIBIT 1 (REVISED)
DESCRIPTION OF DESIRED PRODUCT CATEGORIES FOR PROPOSED PRICING

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

Product Category #1: Console Cleaning and Preventative Maintenance - Certified

\$ 425 per console position

Product Category #2: Wire Management - Certified

\$ 1000 per console position

Product Category #3: Steam Cleaning Chair - Certified

\$ no bid per chair

Product Category #4: Furniture Moving - Certified

\$ 250 per hour

Product Category #1A: Console Cleaning and Preventative Maintenance – Non Certified

\$ 425 per console position

Product Category #2A: Wire Management - Non Certified

\$ 1000 per console position

Product Category #3A: Steam Cleaning Chair - Non Certified

\$ no bid per chair

Product Category #4A: Furniture Moving - Non Certified

\$ 250 per hour

Product Category #5: Proposed Optional Ancillary Goods/Services.

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

List: We are no proposing any additional services at this time

EXHIBIT 2
SAMPLE MARKET BASKET FORM

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

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

Form follows on next page.

SAMPLE MARKET BASKET (REVISED)

Item	Qty	Unit of Measure	Unit Price
Product Category #1: Console Cleaning and Preventative Maintenance - Certified.	1	per console position	\$ <u>425</u>
Product Category #2: Wire Management - Certified.	1	per console position	\$ <u>1000</u>
Product Category #3: Steam Cleaning Chairs - Certified.	1	Per each	\$ <u>no bid</u>
Product Category #4: Furniture Moving - Certified.	1	Hour	\$ <u>250</u>
Product Category #1A: Console Cleaning and Preventative Maintenance - Non Certified.	1	per console position	\$ <u>425</u>
Product Category #2A: Wire Management - Non Certified.	1	per console position	\$ <u>1000</u>
Product Category #3A: Steam Cleaning Chairs - Non Certified.	1	Per each	\$ <u>no bid</u>
Product Category #4A: Furniture Moving - Non Certified.	1	Hour	\$ <u>250</u>

EXHIBIT 3
SERVICE DESIGNATION AREAS

RFP 2024-011	Texas Service Area Designation or Identification		
Proposing Firm Name:	Console Cleaning Specialists INC DBA Communication Center Specialists		
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	

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

RFP 2024-011	Nationwide Service Area Designation or Identification Form						
Proposing Firm Name:	Console Cleaning Specialists INC DBA Communication Center Specialists						
Notes:	<p>Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.</p> <table border="1" data-bbox="293 359 1533 457"> <tr> <td data-bbox="293 359 873 415">Will service all fifty (50) states</td> <td data-bbox="873 359 1533 415">Will not service fifty (50) states</td> </tr> <tr> <td data-bbox="293 415 873 457">Yes</td> <td data-bbox="873 415 1533 457"></td> </tr> </table> <p>If you are not proposing to service to all fifty (50) states, then designate on the form below the states that you will provide service to. By designating a state or states, you are certifying that you are willing and able to provide the proposed goods and services in those states.</p> <p>If you are only proposing to service a specific region, metropolitan statistical area (MSA), or city in a State, then indicate as such in the appropriate column box.</p>			Will service all fifty (50) states	Will not service fifty (50) states	Yes	
Will service all fifty (50) states	Will not service fifty (50) states						
Yes							
Item	State	Region/MSA/City (write "ALL" if proposing to service entire state)	Designated as a Service Area				
1.	Alabama						
2.	Alaska						
3.	Arizona						
4.	Arkansas						
5.	California						
6.	Colorado						
7.	Connecticut						
8.	Delaware						
9.	Florida						
10.	Georgia						
11.	Hawaii						
12.	Idaho						
13.	Illinois						
14.	Indiana						
15.	Iowa						
16.	Kansas						
17.	Kentucky						
18.	Louisiana						
19.	Maine						

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

End of Exhibit 3

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

REQUIRED ATTACHMENT CHECKLIST

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

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

Compliance with the Solicitation


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

Acknowledgment of Insurance Requirements

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

Console Cleaning Specialists INC DBA Communication Center Specialists

Name of Organization/Contractor


Signature of Authorized Representative

Tara Brown COO
Printed/Typed Name and Title of Authorized Representative

11.8.2023
Date

**ATTACHMENT II:
CERTIFICATIONS OF OFFEROR**

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

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

Console Cleaning Specialists INC DBA Communication Center Specialists
Name of Organization/Contractor

Tara Brown
Signature of Authorized Representative

Tara Brown COO
Printed/Typed Name and Title of Authorized Representative

11.8.2023
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.

Console Cleaning Specialists INC DBA Communication Center Specialists

Name of Organization/Contractor(s):



Signature of Authorized Representative

Tara Brown COO

Printed/Typed Name and Title of Authorized Representative

11.8.2023

Date

**ATTACHMENT IV:
RESTRICTIONS ON LOBBYING**

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

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

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

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

(Attachment continued on next page)

(Attachment IV: Cont.)


**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.

Console Cleaning Specialists INC DBA Communication Center Specialists

Name of Organization/Contractor


Signature of Authorized Representative

Tara Brown COO
Printed/Typed Name and Title of Authorized Representative

11.8.2023
Date

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

The Communication Center Specialists (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 Communication Center Specialists (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.

Console Cleaning Specialists INC DBA Communication Center Specialists
Name of Organization/Contractor

Tara Brown
Signature of Authorized Representative

Tara Brown COO
Printed/Typed Name and Title of Authorized Representative

11.8.2023
Date

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

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

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

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

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

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

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

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

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

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

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

Console Cleaning Specialists INC DBA Communication Center Specialists
Name of Organization/Contractor

Tara Brown
Signature of Authorized Representative:

Tara Brown COO
Printed/Typed Name and Title of Authorized Representative

11.8.2023
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.

Console Cleaning Specialists INC DBA Communication Center Specialists
Name of Organization/Contractor



Signature of Authorized Representative

Tara Brown COO
Printed/Typed Name and Title of Authorized Representative

11.8.2023
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 vendors 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: *Not Applicable*
_____ Minority-Owned Business Enterprise
_____ Women-Owned Business Enterprise
_____ Disadvantaged Business Enterprise

ATTEST TO Attachments of Certification:

Authorized Signature *Not Applicable*

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: _____

ATTACHMENT X
NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS

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

(Attachment continued on next page)

(Attachment X: Cont.)

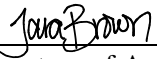
PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

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.

~~Console Cleaning Specialists INC DBA Communication Center Specialists~~
Name of Organization/Contractor


Signature of Authorized Representative

Tara Brown COO
Printed/Typed Name and Title of Authorized Representative

11.8.2023
Date:

-OR-

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

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

(Attachment continued on next page)

(Attachment X: Cont.)

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.

Console Cleaning Specialists INC DBA Communication Center Specialists
Name of Organization/Contractor



Signature of Authorized Representative

Tara Brown COO

Printed/Typed Name and Title of Authorized Representative

11.8.2023

Date

-OR-

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

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

(Attachment continued on next page)

(Attachment X: Cont.)

BOYCOTTING OF CERTAIN ENERGY COMPANIES

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

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

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

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

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

Console Cleaning Specialists INC DBA Communication Center Specialists
Name of Organization/Contractor

Tara Brown
Signature of Authorized Representative

Tara Brown COO
Printed/Typed Name and Title of Authorized Representative

11.8.2023
Date

-OR-

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


Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

ATTACHMENT XI:

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</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>	OFFICE USE ONLY Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p>Console Cleaning Specialists INC DBA Communication Center Specialists</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">n/a</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>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.</p> <p style="text-align: center;">n/a</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: 20px;">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>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.</p> <p>n/a</p>		
<p>6 <input type="checkbox"/> 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).</p>		
<p>7</p> <p style="text-align: center;">  _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> 11.17.2023 _____ Date </p>		

SECTION 1: OVERVIEW

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

Definitions:

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

1.0 PURPOSE

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

Product Category #1: Console Cleaning and Preventative Maintenance.

Product Category #2: Wire Management.

Product Category #3: Steam Cleaning Chairs.

Product Category #4: Furniture Moving.

Product Category #5: Optional Ancillary Goods/Services.

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

SECTION 2: TXSHARE COOPERATIVE PURCHASING PROGRAM

2.0 NCTCOG OVERVIEW

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

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

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

2.1 TXSHARE PROGRAM EXPLANATION

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

Revision to language in “SECTION 1: OVERVIEW”

Note: The language found under subsection “1.0 PURPOSE” has been revised as follows:

1.0 PURPOSE

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

Product Category #1: Console Cleaning and Preventative Maintenance - Certified

Product Category #1A: Console Cleaning and Preventative Maintenance – Non Certified

Product Category #2: Wire Management - Certified

Product Category #2A: Wire Management - Non Certified

Product Category #3: Steam Cleaning Chairs - Certified

Product Category #3A: Steam Cleaning Chair – Non Certified

Product Category #4: Furniture Moving - Certified

Product Category #4A: Furniture Moving - Non Certified

Product Category #5: Proposed Optional Ancillary Goods/Services

The offeror may choose certified, non-certified, or any combination of services to include in their proposal. It is not required that ALL items be offered.

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

THIS PAGE SUPERCEDES THE SUBSECTION 1.0 FOUND ON THE ORIGINAL PAGE 2 OF THE RFP.

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

2.2 CONTRACT MANAGEMENT AND REPORTING

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

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

2.3 ADMINISTRATIVE FEE

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

2.4 INTERLOCAL AGREEMENT

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

SECTION 3: GENERAL INFORMATION

3.0 CONTRACT INTENT

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

3.1 ADMINISTRATIVE GUIDANCE

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

3.2 ADDENDA

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

3.3 PRE-PROPOSAL CONFERENCE

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

3.4 QUESTIONS AND REQUESTS FOR CLARIFICATION (INQUIRY)

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

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

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

3.4 SOLICITATION SCHEDULE

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

The anticipated schedule is as follows:

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

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

3.5 PROPOSAL SUBMISSION

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

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

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

3.6 PUBLIC OPENING

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

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

SECTION 4: EVALUATION AND AWARD

4.0 TIME FOR EVALUATION

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

4.1 EVALUATION PROCESS

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

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

4.2 BAFO AND CLARIFICATION REQUESTS

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

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

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

4.3 ORAL PRESENTATIONS

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

4.4 AWARD OF THE CONTRACT

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

4.5 PROPOSAL EVALUATION CRITERIA

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

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

SECTION 5: SPECIFICATIONS

5.0 SCOPE OF WORK

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

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

5.1 TECHNICAL

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

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

Revision to language in “SECTION 5: SPECIFICATIONS”

Note: The following subsection 5.1A and paragraphs titled 5.1A.1 through 5.1A.8 have been added to Section 5.

5.1A TECHNICAL (Not CJIS Certified)

This section provides a detailed explanation as to the **Electronics Console Cleaning and Preventative Maintenance Services** Scope of Work for those facilities that **do not require** that the contractor have CJIS certification. The specs shall be comprised of the following:

5.1A.1 For other agencies that purchase the non-certified service through the Master Service Agreement awarded under this RFP, the number of consoles requested by the agency may vary. The proposal shall be unit priced. If a minimum order quantity exists, offeror shall state such in the proposal.

5.1A.2 The awarded contractor and staff performing the cleaning do not need CJIS certification.

5.1A.3 The contractor cleaning staff must be able to work with limited noise as cleaning may be in active work area.

5.1A.4 Contractor must provide its own equipment and all supplies.

5.1A.5 The service shall include, but not be limited to, the following:

- Vacuum console CPU Cabinetry inside and out.
- Vacuum reachable fabric panels – front, rear, and sides.
- Vacuum under console cavity shelves.
- Vacuum under consoles for disregarded food and particles that can cause allergens and pests.
- Clean all counters attached to the console.
- Clean and disinfect all high touch areas attached to the console.
- Clean and disinfect all peripherals including keyboards, mice, phone, monitors and input surfaces on the console.
- Attempt to remove stains from console fabric panels.
- Check and/or replace post caps on console.
- Check alignment and fit of work surfaces to side surfaces on consoles.
- Re-level and orient primary console surfaces.
- Check all consoles for level, return consoles to level.
- Align individual console positions to room if necessary.
- Align and check doors under consoles and rear access doors.
- Check and/or replace console door stops on foundation.
- Visually and physically check and inspect all electrical (CPU, Keyboard, USB, Ethernet, Monitor, etc.) equipment for frayed wires and other defects and/or adjustments needed on the console.
- Inform of any wiring concerns.
- Offer wiring services at an additional charge with separate estimate.
- Check all filters in the console air controls units and inform of any issues.
- Inspect and repair console air control duct arms.
- Inspect console fans and control units.
- Check and/or re-hang console panels to posts.
- Tighten screws or bolts on mechanical parts or wire management of console.
- Inspect all console lights and inform of any concerns.
- Re-fasten console leg and comfort control wires.

- Replace broken wire management pieces and tie down wiring related to the mechanical lift portion of the console only.
- Utilize green cleaning solution engineered water for cleaning rather than harmful chemicals.
- Use professional, contactor-grade, certified HEPA filtered (99.97% at 0.3 microns) vacuum with low-noise level and fully automatic filter cleaning system.
- Complete services while center stays live – operators will not need to be relocated outside the operating floor.
- Employees conducting the services understand the sensitivity to operational activities and work accordingly with the ability to adjust to the needs of the center.
- All employees conducting the services are direct employees and not subcontracted.
- All employees conducting the services have background checks and can show documentation upon request.
- Provide a detailed project inspection report upon completion that is given to the sites following services.

5.1A.6 **Service Area:** To be under consideration for an award of a TXShare contract, a vendor **does not** have to propose to service the entire State of Texas, nor do you have to propose to service all fifty (50) states of the United States of America. The TXShare Cooperative Purchasing Program requests that offerors specify, on the service area designation forms included with their proposal, the service areas that they are willing and able to provide goods and services to. During the evaluation process, your responses to the service area designation forms **will not** be taken into consideration when determining the quality of your proposal.

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

5.1A.7 Offerors should prepare a proposal that describes the products and services that they are proposing to provide. Proposals must demonstrate the offeror's capability to provide **all or part** of the requested services. An offeror's proposal will be evaluated only for the products and services that they propose.

5.1A.8 NCTCOG reserves the right to select the proposal or proposals offering the most advantageous combination, with price and other evaluation criteria considered. Offeror should furnish pricing related to each item on which offeror wishes to propose, and either leave the questions for other items unanswered (blank) or indicate "No Bid." NCTCOG will consider items individually and may make awards on each item independently.

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

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

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

- 5.1.11 Offerors should prepare a proposal that describes the products and services that they are proposing to provide. Proposals must demonstrate the offeror's capability to provide **all or part** of the requested services. An offeror's proposal will be evaluated only for the products and services that they propose.
- 5.1.12 NCTCOG reserves the right to select the proposal or proposals offering the most advantageous combination, with price and other evaluation criteria considered. Offeror should furnish pricing related to each item on which offeror wishes to propose, and either leave the questions for other items unanswered (blank) or indicate "No Bid." NCTCOG will consider items individually and may make awards on each item independently.

5.2 CONTRACT TYPE

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

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

5.3 CONTRACT TERM

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

5.4 WARRANTY/GUARANTEE

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

5.5 PRICING

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

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

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

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

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

5.5 QUALITY

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

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

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

5.6 NEW PRODUCTS AND SERVICES

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

5.7 ALL OR NOTHING AWARD

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

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

SECTION 6: GENERAL TERMS AND CONDITIONS

6.0 TERMS

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

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

- 6.2.1 A response to this solicitation does not commit NCTCOG to a purchase contract, or to pay any costs incurred in the preparation of such response.
- 6.2.2 Unless the offeror specifies in the proposals, NCTCOG may award the contract for any items/services or group of items/services in the solicitation and may increase or decrease the quantity specified.
- 6.2.3 NCTCOG reserves the right to hold and accept any proposals received by the submission deadline for a period of ninety (90) days after the deadline if a determination has not been made for an award.
- 6.2.4 NCTCOG reserves the right to negotiate the final terms of any and all purchase contracts with offeror(s) selected and such contracts negotiated as a result of this solicitation may be re-negotiated and/or amended in order to successfully meet the agency needs.
- 6.2.5 NCTCOG reserves the right to waive any defect in this procurement process or to make changes to this solicitation, as it deems necessary. NCTCOG will provide notifications of such changes to all offerors recorded in the official record (Distribution Log/Receipts Record) as having received or requested solicitation.
- 6.2.6 NCTCOG reserves the right to contact any individual, agencies, or employers listed in a submission, to contact others who may have experience and/or knowledge of the offeror's relevant performance and/or qualifications; and to request additional information from any and all offerors.
- 6.2.7 NCTCOG reserves the right to conduct a review of records, systems, procedures, etc., of any entity selected for funding. This may occur prior to, or subsequent to, the award of a purchase contract. Misrepresentation of the offeror's ability to perform as stated in the qualification submittals may result in cancellation of the purchase contract award.
- 6.2.8 NCTCOG reserves the right to withdraw or reduce the amount of an award, or to cancel any contract resulting from this procurement if adequate funding is not available.
- 6.2.9 Offeror shall not, under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of NCTCOG for the purpose of, or having the effect of, influencing favorable disposition toward their own submission or any other submitted hereunder.
- 6.2.10 No employee, officer, or agent of NCTCOG shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, exists.

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

6.3 House Bill 89 Certification

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

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

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

Commercial General Liability:

Required Limits:

\$1,000,000 per occurrence;

\$3,000,000 Annual Aggregate

Commercial General Liability policy shall include:

Coverage A: Bodily injury and property damage;

Coverage B: Personal and Advertising Injury liability;

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

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

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

Professional Errors and Omissions liability:

Required Limits:

\$1,000,000 Each Claim

\$1,000,000 Annual Aggregate

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

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

6.18 Civil Rights Compliance

Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

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

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

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

Sanctions for Noncompliance: In the event of contractor’s noncompliance with the nondiscrimination provisions of

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

Incorporation of Provisions: Contractor will include the provisions of the paragraphs listed above, in this section 9.13, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the regulations and directives issued pursuant thereto. contractor will take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, contractor may request the State to enter into such litigation to protect the interests of the State. In addition, contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

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

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

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

6.22 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities.

6.23 Domestic Preference for Procurements.

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

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

SECTION 7: HOW TO SUBMIT YOUR PROPOSAL

7.0 INSTRUCTIONS FOR OFFERORS

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

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

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

TAB A - CAPACITY TO DELIVER

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

TAB B - DEMONSTRATED PAST SUCCESS

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

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

TAB C - QUALITY CONTROL

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

TAB D - TECHNICAL PROPOSAL

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

TAB E - PROPOSAL PRICING

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

TAB F - REFERENCES

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

TAB G - REQUIRED ATTACHMENTS

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

**APPENDIX B
DEBARMENT CERTIFICATION**

Tara Brown being duly
(Name of certifying official)
sworn or under penalty of perjury under the laws of the United States, certifies that neither

Console Cleaning Specialists INC, nor its principals
(Name of lower tier participant)
are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible,
- or voluntarily excluded from participation in this transaction by any federal department or agency

Where the above identified lower tier participant is unable to certify to any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

EXCEPTIONS:

Tara Brown
Signature of Certifying Official

COO
Title

01/3/2024
Date of Certification

Form 1734
Rev.10-91
TPFS