

TXShare

Your Public Sector Solutions Center

REQUEST FOR PROPOSALS
For
Concrete Pavement Grinding Services
RFP # 2024-138

Sealed proposals will be accepted until 2:00 PM CT, **October 23, 2024**, and then publicly opened and read aloud thereafter.

Legal Name of Proposing Firm

_____ Title
Contact Person for This Proposal

_____ Contact Person E-Mail Address
Contact Person Telephone Number

_____ City/State Zip
Street Address of Principal Place of Business

_____ City/State Zip
Mailing Address of Principal Place of Business

_____ Title
Point of Contact for Contract Negotiations

_____ Point of Contact Person E-Mail Address
Point of Contact Telephone Number

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

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

(Cover Sheet)

SECTION 1: OVERVIEW

1.0 PURPOSE

The North Central Texas Council of Governments (“NCTCOG”) seeks an experienced vendor or vendors to provide the goods or services described herein to the members of its TXShare Cooperative Purchasing Program (“TXShare”). The awarded contracts will be promoted via TXShare. The purpose of this Request for Proposals is to solicit responses that result in a contract with one or more vendor(s) that are qualified to provide one or more categories of the goods or services.

The desired service categories are as listed below:

Service Category #1: Concrete Pavement Grinding Services

Service Category #2: Other Ancillary Services

1.0.1 Definitions:

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

1.0.2 Outcome

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

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

SECTION 2: TXSHARE COOPERATIVE PURCHASING PROGRAM**2.0 BENEFITS OF A COOPERATIVE PURCHASING PROGRAM****2.0.1 How Does a Cooperative Purchasing Program Work?**

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

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

2.0.2 How Does a Government Entity Benefit?

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

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

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

2.0.2 How Does A Vendor Benefit?

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

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

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

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

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

2.0.3 Mutual Benefits

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

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

2.1 NCTCOG OVERVIEW

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

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

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

2.2 TXSHARE PROGRAM EXPLANATION

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

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

2.3 CONTRACT MANAGEMENT AND REPORTING

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

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

2.4 ADMINISTRATIVE FEE

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

2.4 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 customer's purchase.

2.5 STANDARD TERMS AND CONDITIONS

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

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

SECTION 3: GENERAL INFORMATION**3.0 CONTRACT INTENT**

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

3.1 ADMINISTRATIVE GUIDANCE

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

3.2 ADDENDA

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

3.3 SOLICITATION SCHEDULE

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

The anticipated schedule is as follows:

RFP Issued	September 25, 2024	
Inquiry Period Ends	October 16, 2024	5:00 PM CT
Proposal Due Date	October 23, 2024	2:00 PM CT
Planned Contract Award	November 2024	

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

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 on **October 16, 2024**, and must be submitted electronically to www.publicpurchase.com. Questions received after this time may not be answered in sufficient time to benefit the vendor in preparing a proposal. General questions about the process may be answered directly to the inquirer. Any questions of a material nature that require clarification of, or additional information added to, the solicitation will be published via addenda posted to the Public Purchase website and available for viewing of all registered participants.

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

3.6 PROPOSAL SUBMISSION

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

Submission of your proposal must be through uploading the proposal via Public Purchase website no later than **2:00 PM CT on October 23, 2024**, the proposal due date. Proposals shall be made in English in a searchable PDF format. It is your responsibility to ensure that the proposals are properly uploaded as described above by the designated due date and time. NCTCOG assumes no responsibility for delays caused by any reason. Late proposals will not be accepted nor considered. Proposals may be withdrawn at any time prior to the submittal deadline, but they may not be withdrawn after the official opening.

NOTE: Any confidential/proprietary information must be clearly labeled as “confidential/proprietary”. All

proposals are subject to the Texas Public Information Act.

3.7 PUBLIC OPENING

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

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

The opening will be on **Microsoft Teams** as follows:

Meeting ID: 214 278 455 755

Passcode: TSKCAn

Dial in by phone

[+1 903-508-4574](tel:+19035084574)

Phone conference ID: 313 117 307#

SECTION 4: SPECIFICATIONS**4.0 SCOPE OF WORK**

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

- Service Category #1: Concrete Pavement Grinding Services
- Service Category #2: Other Ancillary Services

IMPORTANT: In your proposal, please provide a detailed narrative response explaining which of the services below you can offer and a detailed summary of how you perform these services.

- 4.0.1 Pavement grinding to completely remove trip hazards from uneven sidewalks, concrete walkways and handicap access ramps to bring sidewalks in compliance with the Americans with Disabilities Act;
- 4.0.2 Pavement grinding of other concrete pavement such as roadway, driveways, and parking areas;
- 4.0.3 Preventative maintenance services to improve drainage, pavement polishing, and staining/ cleaning for concrete surfaces.
- 4.0.4 Pavement saw cutting services;
- 4.0.5 Expansion joint caulking;
- 4.0.6 Patching or replacement of broken concrete pavement sections;

4.1 TECHNICAL SPECIFICATIONS

The following are specifications that apply to this RFP.

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

The Contractor shall furnish all labor, tools, equipment, materials, supplies, traffic control and mobilization required to effectively perform the required services in accordance with the specifications described herein. All travel time or mileage is the responsibility of the Contractor.

IMPORTANT: In your proposal, please address the following items as may be applicable and number your responses correspondingly:

- 4.1.1 Work Schedule
- 4.1.2 Maintenance & Protection of Traffic Control
- 4.1.3 Road Closure Guidelines
- 4.1.4 Traffic Control Plan
- 4.1.5 Mobilization
- 4.1.6 Safety, Sanitary, & Health Conditions of Site
- 4.1.7 Contractor's Responsibilities
- 4.1.8 Language Requirement for Employees
- 4.1.9 Supervision of Work
- 4.1.10 Removal of Objectionable Contractor Employees
- 4.1.11 Safety Plan for Employees
- 4.1.12 Equipment To Be Provided by Contractor and Customer
- 4.1.13 Corrective Re-Work
- 4.1.14 Call Out & Notification Process to Contractor
- 4.1.15 Permitting
- 4.1.16 Shut-Downs
- 4.1.17 Reporting Tasks
- 4.1.18 Project Materials & Supplies To be Provided by Customer
- 4.1.19 Project Materials & Supplies To be Provided by Contractor
- 4.1.20 Repair Procedures
- 4.1.21 Emergency Work Response Time
- 4.1.22 Non-Emergency Response Time
- 4.1.23 Any Limitations Contractor Has in Performing Repairs

4.2 OTHER REQUIREMENTS

4.2.1 Objectives

The Master Agreement awarded for TXShare may cover a variety of goods and services. Each Customer that selects to utilize the Master Agreement will negotiate the specific goods or services it needs into a Supplemental Agreement (or purchase order) with a customized SOW for each Customer. All quotes for these supplemental agreements must be made based on the pricing and specifications contained herein.

4.2.2 Service Area

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

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

4.2.3 Service Category Offer.

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

4.2.4 Standard Conditions

4.2.4.1 Purpose

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

4.2.4.2 Price Redetermination

The bidder is to submit a percent discount off list price that will be the contracted rate. A percent discount re-determination may be offered by the vendor for consideration no more frequently than every twelve months.

The Contractor has the sole responsibility to request, via written request form, an adjusted discount rate and shall provide a copy of the index and other supporting documentation necessary to support the redetermination of the request. The Contractor will be notified in writing upon approval of the request.

4.2.4.3 Eligible Customers

Any Customer who has an Interlocal Agreement with NCTCOG and wishes to utilize the awarded contract will contact the Contractor directly and Contractor will offer to do business and bill the entity for their usage.

4.2.4.4 Award

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

4.2.4.5 Vendor Performance

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

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

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

employee or other violations of the provisions of this contract occasioned by the acts or omissions of the successful Vendor's subcontractors, their agents, or employees. The indemnification provisions of this contract shall apply to all subcontractors.

4.2.4.7 Payment for the material specified herein will be made with the price discounts applied as specified in the BID PRICE WORKSHEET.

4.2.4.8 You are encouraged to offer more than one service or dealer location in your proposal. The awarded contracts are intended to provide as much geographic coverage for as many customers as possible. The awarded contracts may be used by any government agency in the United States, so appropriate service sites are encouraged. If you have multiple locations in various locations, please list all locations and the applicable discount and rates that you wish to have covered under a contract. The number of locations is not limited and may be in every region of every state that you do business in.

4.2.5 Call Out - Emergency

The Contractor shall respond to an emergency call out by dispatching the nearest work crew, required equipment and materials upon notification by the Customer. The Contractor shall notify the Customer of the estimated time of the crew's arrival. The specific response time shall be negotiated with each Customer at the time of execution of a services agreement.

The Customer will provide detailed location, condition assessment, and route information to assist the Contractor in expediting the dispatch of crew and equipment to the work location.

4.2.6 Order for Work

The Customer and Contractor shall mutually establish understanding for what constitutes approval of a quote, the binding order for work, and any purchase order or other documentation that may be required before any work can proceed on any project. No work shall begin until the quote is approved by the Customer. Deviation from the amount reflected on the quote which results in an increased cost to the Customer must be approved in writing prior to the commencement of work. Any work that is done by the Contractor without proper authorization shall not be eligible for payment.

4.3 **WARRANTY/GUARANTEE**

Please state in your proposal what warranty or guarantee may apply to the goods or services you are proposing. Unless you state otherwise, the Contractor warrants:

- That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
- That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design materials and workmanship. Any defects of design, workmanship or materials shall be fully corrected by the Contractor (including parts and labor) without cost to the Customer.
- The warranty period on workmanship and materials shall be based on a minimum of twelve (12) months from the time of acceptance

4.4 **QUALITY**

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

4.4.1 Safety Requirements

All items proposed must comply with current applicable safety or regulatory standards or codes.

4.4.2 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.

4.4.3 New Equipment and Products

Proposed equipment and products must be for new, current models; however, Proposer may offer certain close-out or refurbished equipment or products if it is specifically noted in the Pricing proposal.

4.4.4 Delivered and operational

Unless clearly noted in the Proposal, equipment and products must be delivered to the Customer as operational.

4.5 **NEW GOODS AND SERVICES**

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

4.6 **ALL OR NOTHING AWARD**

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

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

4.7 **PRICING**

When preparing your proposal, you are to offer a **percent discount** off list price for each item you wish to provide in lieu of actual unit pricing. You are to state "No Bid" for any Categories or category items you will not offer. NCTCOG will consider Categories individually and may make awards on each Category independently. NCTCOG reserves the right to select the proposal or proposals offering the most advantageous combination, with discount and other evaluation criteria considered.

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

- 4.7.1 Category Discount: Offerors are requested to submit a proposal that identifies the categories and items within each category you wish to offer. A minimum percentage discount is to be stated for each Category or item on the BID PRICE WORKSHEET. This is commonly referred to as "discount pricing". You may be creative in the percentage tier discounts to the extent deemed appropriate.

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

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

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

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

4.7.2 General Proposal Information

You must clearly identify which Category your pricing submittal applies using Exhibit 1 included in this RFP.

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

4.7.3 Exhibit 1 Price List

All bidders must complete the BID PRICE WORKSHEET that accompanies Exhibit 1 and indicate which categories they are offering in their proposal. In addition, the bidder is required to provide a current price list with Exhibit 1. If you are offering an “Other Ancillary Good or Service”, you must list those goods and services under this Category in order for the goods or services to be considered for award. Failure to clearly complete the required information may result in disqualification of the proposal.

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

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

You 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. Note that not all RFPs will have a Market Basket Exhibit included.

This item is used to evaluate a Respondent’s ‘best value’ as opposed to raw percentage discounts and is what is used to score your proposed pricing. This item will not be considered or used beyond evaluation purposes. Respondents are not required to fill out the entirety of the form.

Respondents are not expected to be able to provide the entirety of the desired goods, though are welcome to if they are able.

4.7.5 Sales Tax & Freight.

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

4.8 **CONTRACT TYPE**

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

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

4.9 **CONTRACT TERM**

A contract resulting from this RFP shall be for a period up to twenty-four (24) months commencing on the Effective Date. The contract will be subject to renewal for up to three (3) additional years, not to exceed five (5) years in total, unless earlier terminated as provided herein. NCTCOG reserves the right not to renew it at its discretion.

4.10 **INDIVIDUAL CUSTOMER REQUIREMENTS**

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

Vendor may propose any combination of categories. Responses are encouraged from vendors who can only provide a handful of products and services. Respondents are not expected to be able to provide the entirety of the desired goods requested in this RFP, though are welcome to if they are able!

To be under consideration for an award of a TXShare contract, you **do 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 respondents specify on the service area designation forms, and in 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**.

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

SECTION 5: EVALUATION AND AWARD**5.0 TIME FOR EVALUATION**

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

5.1 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. You bear 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.

5.2 BAFO AND CLARIFICATION REQUESTS

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

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

5.3 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.

5.4 AWARD OF THE CONTRACT

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

5.5 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 Tab A requirements as found in Section 6 of this RFP.	45
Proposal Pricing	Tab D	Points will be awarded based upon responses to Exhibits 1 & 2.	50
HUB Status	Attachment IX	Points will be awarded in this section to Historically Underutilized Businesses Enterprises (HUB) that meet the criteria of Attachment IX.	5

SECTION 6: HOW TO SUBMIT YOUR PROPOSAL

6.0 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-D, Exhibits 1-3 (as provided), and the completed Attachments I-XI per the following:

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

- **TAB A - CAPACITY TO DELIVER**
Please provide a detailed narrative response what services you wish to offer and how you perform these services. Please address the following items as may be applicable and number your answers accordingly:
 - Provide your narrative response to the information requests in Sections 4.0 and 4.1 of this RFP.
 - Describe and clearly indicate any exceptions to the specifications and requirements found in this RFP.
 - List the business location(s) out of which your firm's team members will work from. You are encouraged to provide options to cover multiple geographic areas outside of Dallas/Fort Worth.
 - Provide an overview of Proposer's organization, size, years in business, and experience; major clients; and other information that you feel would assist in our evaluation process.
 - Please provide a description of how your firm intends to interact with the Customer while providing services.
 - Describe your invoicing process. Payment terms? Is payment by credit card accepted? Is a deposit required?
 - Designate and provide names of specific contact person(s) for the following phases: (1) proposal evaluation process (2) contracting process (3) primary point of contact for receiving orders from participating agencies.
 - Include a list of no more than five (5) similar contracts awarded within the last 5 years. These same five projects should be used as your references in Tab C.
 - Identify any contracts within the past three years that were terminated due to non-performance.
 - Per Section 4.4 of this RFP, please state in your proposal the warranty and length of same that may apply to the goods or services you are proposing.
 - What is your standard response time for emergency calls? Is this response available twenty-four (24) hours a day, including Saturdays, Sundays, and holidays? Please explain.
 - What is your standard response time for non-emergency calls? Please explain.
 - What repair parts can you provide and what expectation if any do you have of the Customer to provide the repair parts?

NOTE: Any confidential/proprietary information must be clearly labeled as "confidential or proprietary".

- **TAB B - PROPOSAL PRICING**

Under this Tab, you are to furnish Exhibit 1 (BID PRICE WORKSHEET) & Exhibit 2 (MARKET BASKET WORKSHEET). Your pricing shall be based on a **percentage discount** for each item you are proposing on. In addition, you are to provide in a separate document your current published unit pricing for the products you intend to provide. Due to constant price changes, the current published unit pricing is not a contractual obligation, but you will provide NCTCOG an updated price list as yours changes over time. However, the awarded vendor will only be obligated to honor the percentage discount. When preparing a quote for a Customer, you are expected to show on the quote your current published unit price, contracted percentage discount, and the net price for the item. The intent of your providing a current price list is for the Customer to be able calculate their actual cost by applying the contracted percent discount to your published unit pricing. Failure to submit Exhibit 1 or 2 may result in your proposal being disqualified as non-responsive.

NOTE: The Bid Price Worksheet (Exhibit 1) will be incorporated into the Master Services Agreement with the awarded vendor(s). This information will be publicly available and may not be marked as proprietary or confidential.

- **TAB C - REFERENCES**

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

NOTE: Any confidential/proprietary information must be clearly labeled as "confidential or proprietary".

- **TAB D - REQUIRED ATTACHMENTS**

Please include ALL ATTACHMENTS (I-XI) and required EXHIBIT 3 (included in this RFP 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.

NOTE: Any confidential/proprietary information must be clearly labeled as "confidential or proprietary".

EXHIBIT 1

CATEGORIES SELECTED, DISCOUNTS FOR PRICING & CURRENT PUBLISHED PRICE LIST

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

_____ Service Category #1: Concrete Pavement Grinding Services

_____ Service Category #2: Other Ancillary Services

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

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

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

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

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

BID PRICE WORKSHEET FOR RFP #2024-138

Service Category #1: Concrete Pavement Grinding Services

Item	Description	% Discount Off Your Regular List Price
1	Grinding Services	

Service Category #2: Other Ancillary Services

Item	Description	% Discount Off Your Regular List Price
2	Describe Below:	

A		
B		
C		

EXHIBIT 2
SAMPLE MARKET BASKET FORM

For the items on the MARKET BASKET WORKSHEET, please enter your current unit price for the items you are offering in your proposal. If you do not provide one or more of the items on the MARKET BASKET WORKSHEET, please note as such on the worksheet. This form is for evaluation purposes only and will not be part of any awarded contract.

*** NOTE: These are hypothetical examples and do NOT represent an actual job to be performed. ***

Exhibit 2 - Market Basket Worksheet for RFP #2024-138

Service Category #1: Concrete Pavement Grinding Services

Item	Description (Assuming job location is 10 miles from your facility)	Qty	Unit of Measure	Current List Price	% Discount	Net Price After Discount
1	Grinding Services	2500	Inch Foot			
2	Removal of Temporary Asphalt Used for Leveling Up	500	SQ FT			
3	Mobilization, per job	1	Job			
4	Signage & Traffic Control, per job	1	Job			
5	GPS Point Data Collection, per data point	1000	Each			

EXHIBIT 3**SERVICE DESIGNATION AREAS**

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

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

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

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 THE REQUIRED DOCUMENTS MAY NEGATIVELY IMPACT YOUR EVALUATION SCORE.**

- Cover Sheet
- Narrative Response for TAB A, C & D
- Exhibit 1: Categories Selected, Discounts for Pricing & Current Published Price List
- 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. You recognize 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, you acknowledge that it has read and understands the insurance requirements for the submission. You also understand 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 your proposal. The insurance requirements are outlined in Section 6.4.

Name of Proposing Firm

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

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

Compliance with the Solicitation

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

Compliance with the NCTCOG Standard Terms and Conditions

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

Acknowledgment of Insurance Requirements

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

Name of Proposing Firm

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

**ATTACHMENT II:
CERTIFICATIONS OF OFFEROR**

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

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

Name of Proposing Firm

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

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

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

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

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

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

Name of Proposing Firm

SAM.GOV Unique Identity ID

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

**ATTACHMENT IV:
RESTRICTIONS ON LOBBYING**

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

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

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

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

**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.

Name of Proposing Firm

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

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

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

Name of Proposing Firm

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

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

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

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

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

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

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

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

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

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

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

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

Name of Proposing Firm

Signature of Authorized Representative:

Printed/Typed Name and Title of Authorized Representative

Date

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

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

Name of Proposing Firm

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

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

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

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

Indicate the certification that applies to your corporation:

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

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

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

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

Name of Proposing Firm

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

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

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

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

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

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

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

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

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

Vendor to Sign Below to Attest to Validity of Certification:

Name of Proposing Firm

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

ATTACHMENT X
NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS

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

(Attachment continued on next page)

(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.

Name of Proposing Firm

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date:

-OR-

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

Name of Proposing Firm

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.

Name of Proposing Firm

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

-OR-

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

Name of Proposing Firm

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

(Attachment continued on next page)

(Attachment X: Cont.)

BOYCOTTING OF CERTAIN ENERGY COMPANIES

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

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

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

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

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

Name of Proposing Firm

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

-OR-

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

Name of Proposing Firm

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

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>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;">_____</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="margin-left: 40px;">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: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">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: 80px;"> <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>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;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>		