



Authorized Signature

## **SECTION 1: OVERVIEW**

The North Central Texas Council of Governments (“NCTCOG”) seeks an experienced firm or firms to provide Utility Materials and Parts to the NCTCOG SHARE Program under a captured catalog discount contract. The awarded contracts would be promoted via the SHARE Cooperative Purchasing Program. The purpose of this Request for Proposals (“RFP”) is to solicit responses that result in a contract with a qualified Vendor that is familiar with providing these products and services.

### **1.0 NCTCOG OVERVIEW**

The North Central Texas Council of Governments (hereafter NCTCOG) 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.

### **1.1 PURPOSE**

The desired deliverable of this RFP involves the submittal of proposals detailing how the proposer would deliver Utility Materials and Parts, commonly used by public-sector Public Works Departments.

**Bid Item #1:** The **primary intent** of this RFP (SHARE proposal) is to receive proposals for the selection of a vendor(s) to provide catalog contracts offering Water Supply Utility Materials and Parts to be hosted on the SHARE Cooperative Purchasing Program. Under the SHARE program, any public entity or non-profit can use the SHARE contract and its selected vendor(s) and pricing to pursue their own projects. Vendors awarded a contract under the SHARE Program may offer their products and services nationwide if they desire to do so. This offers a unique advertising advantage to vendors to promote their services, as the vendor's prices are competitively bid under a cooperative contract.

**Bid Item #2:** Utilizing the Contract(s) established in Bid Item 1, the **secondary intent** of this RFP is to provide water supply materials and parts to known cities within the NCTCOG Region, otherwise known as the Dallas-Fort Worth Metroplex. The goal is to retain contracts with vendors that together can provide the totality of the desired products.

## **SECTION 2: SHARE COOPERATIVE**

### **2.0 PROGRAM EXPLANATION**

NCTCOG intends to make the contract resulting from this procurement available to other governmental entities through its SHARE cooperative purchasing program. Vendors realize substantial efficiencies through their ability to respond to a SHARE solicitation that will increase their sales opportunities and reduce the need to repeatedly respond to public agency Requests for Proposals. From these efficiencies, vendors pay an administrative fee to SHARE calculated as a percentage of sales processed through the SHARE contracts awarded and held by the vendor. This administrative fee is not an added cost to SHARE participants. This administrative fee covers the costs of contract marketing and facilitation and offsets expenses incurred by SHARE.

### **2.1 CONTRACT MANAGEMENT AND REPORTING**

The Contractor will be required to track and report to SHARE on activities relating to the Master Contract. The Contractor will be required to provide management reports to NCTCOG on a quarterly basis with the submission of the administrative fee outlined herein. Examples of management reports include, but are not limited to:

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

### **2.2 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% of sales.

### **2.3 INTERLOCAL AGREEMENT**

Other governmental entities may be extended the opportunity to purchase from contracts awarded by the NCTCOG, with the consent and agreement of the successful Vendor(s) and the NCTCOG. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Respondent's Response. However, all parties indicate their understanding and all parties hereby expressly agree that the NCTCOG is not an agent of, partner to or representative of those outside agencies or entities and that the NCTCOG is not obligated or liable for any action or debts that arise out of such independently negotiated interlocal or "piggyback" procurements.

## **SECTION 3: GENERAL INFORMATION**

### **3.0 CONTRACT INTENT**

NCTCOG intends to contract with one or more qualified vendor(s) based upon the qualifications of the respondent and the categories of services it is able to provide. However, NCTCOG anticipates exploring any viable alternative for providing these services and may decide, after reviewing Proposals submitted, not to enter into any agreement.

### **3.1 ADMINISTRATIVE GUIDANCE**

The information provided herein is intended to assist respondents in the preparation of proposals necessary to properly respond to this solicitation. The solicitation is designed to provide interested respondents 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. Respondents 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**

Addendums to this solicitation will be emailed only to plan holders of record. Addendums will also be posted on [www.publicpurchase.com](http://www.publicpurchase.com). However, it is the vendor's responsibility to check for any addenda that may be issued for this solicitation. Please acknowledge receipt of addenda by checking the appropriate spaces on the cover sheet of this RFP.

### **3.3 QUESTIONS**

Questions arising subsequent to the issuance of this solicitation should be submitted through [www.publicpurchase.com](http://www.publicpurchase.com) prior to 5 PM, October 30, 2020. Questions received after this time may not be answered in a timely manner. Do not submit your questions in any other manner.

### **3.4 SOLICITATION SCHEDULE**

The schedule for the RFP process and the work is given below. All times indicated are Central Standard Time (CST). NCTCOG may change this schedule at any time through the addenda process.

The anticipated schedule is as follows:

<b>RFP Issued</b>	<b>October 19, 2020</b>	
<b>Inquiry Period Ends</b>	<b>October 30, 2020</b>	<b>At 5:00 p.m. CT</b>
<b>Proposal Due Date</b>	<b>November 4, 2020</b>	<b>At 2:00 p.m. CT</b>
<b>Anticipated Start Date</b>	<b>December 01, 2020</b>	

### **3.5 PROPOSAL SUBMISSION**

In order to respond to this RFP, as well as receive notifications, updates, addenda, and other information regarding this solicitation, NCTCOG requires that Respondents be registered with [www.PublicPurchase.com](http://www.PublicPurchase.com).

Registration with Public Purchase is free and allows Respondents to view all of the NCTCOG's active procurement solicitations.

The landing page for this project is [found here](#). Otherwise, it is Public Purchase Bid Number 134358. Submission of proposals shall be made in English, in searchable PDF format, and must be uploaded via Public Purchase to the NCTCOG no later than 2:00 P.M. (Central Daylight Time) – Wednesday, November 4, 2020

It is the responsibility of the respondent(s) to ensure that the proposals are received at the NCTCOG address as described above by the designated due date and time. NCTCOG assumes no responsibility for delays caused by postage, mail courier, email, package misdirection or any other form of delivery.

Late proposals will be not be opened nor considered in the evaluation of the proposal. Proposals may be withdrawn at any time prior to the submittal deadline, but they may not be withdrawn after the official opening.

Proposals received will be publicly opened after the response submission deadline at NCTCOG offices. Persons wishing to attend the opening should notify the receptionist upon arrival. A staff member will escort attendees to the opening location prior to the opening. Only the names of the Contractor submitting the 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 respondent indicates a portion of the proposal is proprietary, may be subject to public inspection in accordance with the Public Information Act. All information obtained in the course of this solicitation will become property of NCTCOG.

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

### **4.0 TIME FOR EVALUATION**

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

### **4.1 EVALUATION PROCESS**

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

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

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. Best and final offers ("BAFO") for those reasonably qualified may be obtained by allowing the submission of a BAFO before the final decision is made to award a contract.

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

### **4.2 INTERVIEWS**

NCTCOG reserves the right to require an interview, including 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.

### **4.3 AWARD OF THE CONTRACT**

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

#### 4.4 PROPOSAL EVALUATION CRITERIA

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

Criteria Factors	Proposal Section	Description	Points
Executive Summary	Tab B and Consideration of Tab A	Points will be awarded for required components of response for the sections identified, with 5% as a maximum total possible percentage points.	5%
Experience, References, Key Personnel	Tabs C and E	Points will be awarded for required components of response for the Respondent's past performance history, detailed experience, and reference sections identified, with 25% as a maximum total possible percentage points.	25%
Technical Proposal	Tab D	Points will be awarded for description of required components of project deliverables, and overall project plan in the Scope of Services, with 40% as the maximum total possible percentage points.	40%
Cost Proposal	Tab F	Points will be awarded based upon responses to the Example Market Basket and other requirements of Tab F, with 30% as a maximum total possible percentage points. Cost Proposals will be reviewed after consideration of all other requirements.	30%
HUB Status	Attachment IX	Additional score will be awarded in this section to Historically Underutilized Businesses, Minority, or Women-Owned or Disadvantages Business Enterprises (HUB).	5 points

## **SECTION 5: SPECIFICATIONS**

### **5.0 SCOPE OF WORK**

The intent of this RFP is to establish a contract/s for the purchase of various types of public-works water related utility parts, equipment and/or services as part of the SHARE Cooperative Purchasing Program. Under the SHARE program, any public entity or non-profit can use the SHARE contract and its selected vendor(s) and pricing to pursue their own projects. A vendor is encouraged to market their products or services to any public sector or non-profit group in the Nation that they'd like to do business with.

The desired outcome of this RFP is to capture catalog-option contracts awarded to retain a vendor or vendors to supply consumable supplies commonly used by public works in the maintenance and development of municipal water and sewer systems. NCTCOG is seeking responses from respondents who provide these products and related services, and ask that they propose a percent discount from list price for a catalog for supplies, materials, and/or equipment.

Vendor may propose any combination of categories. NCTCOG reserves the right to select the proposal or proposals offering the most advantageous combination, with price and other evaluation criteria considered. Respondent should answer all questions 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,

Examples of items historically purchased and presently desired are found on **Exhibit A**.

Items ordered are to be delivered directly to the SHARE Entity being served by the awarded contract holding Vendor. Packaged consumables may be drop shipped. However, certain equipment, parts or other items may require assembly before they may be used. If vendor chooses to offer assembly, it shall be billable by either a flat rate or an hourly labor rate, with those rates stated on the attached pricing sheet. When assembly is ordered, the items must be assembled, and delivered to the Entity. Delivery may be by courier or common carrier. When delivery is added, it shall be billable by either a flat rate or mileage rate, in accordance with the rates stated on the attached pricing sheet. The cost of assembly and delivery shall be included in the applicable product invoice. The cost of freight for drop shipped items shall be Freight Prepaid and Allowed.

#### **5.1 Requirements for Respondent Catalog or Pricelists**

Electronic catalogs or pricelists must be submitted in the required format with the proposal. Pricelists should be in searchable .PDF format.

Catalogs or Pricelists should include all listed data fields, or the proposal will not be considered. Catalogs or Pricelists should contain only the items that relate to the items requested in this RFP and on the Price Proposal. Respondents are not asked to include irrelevant or non-responsive information with their proposals. SHARE reserves the right to declare a submission non-responsive if the Respondent submits a proposal that does not specifically relate to the intent of this RFP or contain what SHARE considers, in its sole discretion, excessive irrelevant or non-responsive information; including information that would make it unduly burdensome or impractical to identify relevant products and pricing.



Below is a sample chart, with examples of data for each field, showing the information that Respondents must include with each submitted Catalog or Pricelist:

SHARE Section Category	Part/Item Number	Item Description	List Price
A.	1234	SDR-35 PVC	\$65.00
B.	4567	Maximal Hourly Rate for Service	\$40.00 per hour

Unless otherwise specified, the specifications of the items herein are intended to be non-proprietary, and should be construed as such. Catalog numbers, brand names, or manufacturer product or reference numbers used in the item specifications in this RFP are intended to be descriptive, not restrictive. These references, as well as “approved brands and/or models” listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

Where specific brands or models are identified, Respondent is encouraged to propose the exact item specified, in addition to an alternate brand or model with equal/equivalent functionality or features where appropriate or necessary.

Respondents proposing various manufacturer product lines per line item on the Price Proposal form must submit the information as follows:

- Manufacturers shall be listed in alphabetical order
- Respondent must list one specific percentage discount for each Manufacturer listed

If Respondent’s response indicates to “See attached sheet”, Along with their proposal, the all manufacturers listed on the attachment must indicate per manufacturer the line item that corresponds to Respondent’s specification form.

Respondent shall complete and submit the Pricing Proposal, in addition to their Catalog or Pricelist. In all cases, Proposals must identify the manufacturer, brand, model, etc., of the item being offered. For Proposals on “equal/equivalent” items other than the specified “approved brand and/or model,” Respondent must supply a complete description and sufficient data for the Cooperative to properly analyze the product being proposed, including its functionality and features. In order to conduct such analysis, the Cooperative may request samples for items other than “approved brands and/or models.” If the specification identifies a specific brand or model for any item and Respondent fails to identify the manufacturer, brand, model, etc., for that item, the NCTCOG will assume Respondent is proposing on the exact brand and model identified in the specification, and if awarded a contract, Vendor must furnish the exact brand name, model, etc., as specified.

An awarded vendor must supply the awarded products and services at the awarded discount structure and hourly rate, if applicable, for the duration of the contract and honor all orders by the NCTCOG and SHARE Entities.

Vendors are to propose pricing for each product category on the included Pricing Proposal. If a vendor proposes more than one price level for the category, then the vendor must clearly state the difference in price levels, either by manufacturer or product type, along with the specific price level for each.

## **5.2 Delivery**

Unless otherwise provided for in the Proposal, all products must be packaged in containers that are new, appropriately designed for the product, and sturdy enough to protect the product during loading, transit, unloading, and storage, and be suitably packed to secure the lowest transportation costs.

Vendor is responsible for paying all freight, delivery, handling and other charges incurred in transporting and delivering products to a client, and for the risk of loss until the product is delivered to and accepted by the client.

Delivery may be by common carrier, postal service, or other private delivery service. Delivery must occur within 5 – 7 business days after receipt of order. Awarded vendors shall use their best efforts to comply with this delivery timeline. However, if the vendor cannot fulfill the emergency delivery requirements, the SHARE Entity may procure the products or services from alternative sources without penalty.

Products and supplies are to be drop shipped FOB Destination Freight Prepaid and Allowed. Equipment that is assembled and delivered will be shipped FOB Destination with the added charge for delivery as stated on the Pricing Sheet submitted by the Respondent.

## **5.3 Contract Type**

This is a “sealed proposal” based on discount off catalog or price list and may contain a not-to-exceed hourly labor rate. All discount percentages shall remain firm for the duration of the contract. Vendor may submit updated pricelists or catalogs reflecting manufacturer or similar market-wide price increase that occur during the term of contract, and shall provide upon request such supporting manufacturer documentation as SHARE may require. In the event of price decreases, such price decreases shall be allowed for all products. A copy of, or link to, the vendor’s catalog/pricelist must be submitted with the Proposal.

By signing this Proposal, the Respondent 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.

## **5.4 Warranty/Guaranty**

All products purchased under this contract shall be new and free from defects.

## **5.5 Pricing**

This Request for Proposals requires “discount from catalog” pricing, Respondent must quote a single discount percentage to be applied to all items in Respondent's published catalog. Respondent must submit the catalog or published pricelist with the Proposal, and is encouraged to submit this information via electronic format.

Respondent will not include freight, transportation and delivery charges or costs or sales tax in Proposal pricing.

**FOR EVALUATION PURPOSES ONLY:** Respondents are asked to fill out and return a copy of the Sample Market Basked Pricing Form, included in this RFP package. This item is used to evaluate a Respondent's 'best value' as opposed to raw percentage discounts. This item will not be considered or used beyond evaluation purposes. This item is used to evaluate actual value of a Respondent's proposal beyond a percentage discount. Respondents are not required to fill out the entirety of the form – i.g., if a Respondent does not offer all of the items listed they are asked to only fill out those that they do provide.

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

## **5.6     Quality**

Products must be in new condition, and must be warranted in the same manner. Factory seconds, used, remanufactured or refurbished items are not acceptable.

Any deviation from the specifications should be clearly noted by the Respondent and explained in detail in the Proposal submitted. Unless the deviation submitted is accepted in writing by NCTCOG, the NCTCOG will hold Respondent accountable to perform in strict accordance with these Terms and Conditions and the item specifications as written.

## **5.7     All or Nothing Award**

"All or nothing" Proposals are not acceptable and will be rejected. Respondent must be willing to accept a partial award for any combination of the items or services proposed, and must be willing to share the business with any other successful Respondents.

The NCTCOG may award contracts to multiple Respondents supplying comparable products or services, also known as a multiple award schedule, or award the contract to a single Respondent.

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**

- 6.01 **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.
- 6.02 **Conditions.** NCTCOG reserves the right to accept or reject any and/or all submissions or to cancel this notice at any time.
- 6.02.1 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.
- 6.02.2 Unless the respondent 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.
- 6.02.3 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.
- 6.02.4 NCTCOG reserves the right to negotiate the final terms of any and all purchase contracts with respondent(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.
- 6.02.5 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 respondents recorded in the official record (Distribution Log/Receipts Record) as having received or requested solicitation.
- 6.02.6 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 respondent's relevant performance and/or qualifications; and to request additional information from any and all respondents.
- 6.02.7 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 respondent's ability to perform as stated in the qualification submittals may result in cancellation of the purchase contract award.
- 6.02.8 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.
- 6.02.9 Respondent 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.
- 6.02.10 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.
- 6.02.11 Respondent shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause the respondent's bid to be rejected. This does not preclude joint ventures or subcontracts.

- 6.02.12 All proposals submitted must be an original work product of the respondent. The copying, paraphrasing, or other use of substantial portions of the work product of others and submitted hereunder, as original work of the respondent is not permitted. Failure to adhere to this instruction may cause the proposal submission(s) to be rejected.
- 6.02.13 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.
- 6.02.14 The contents of a successful proposal submission may become a contractual obligation, if selected for award of a contract. Failure of the respondent to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to the successful respondent as a basis for release of proposed services at stated price/cost. Any damages accruing to NCTCOG as a result of the Respondent's failure to contract may be recovered from the respondent.
- 6.02.15 A contract with the selected respondent 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.
- 6.02.16 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. Respondent 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.

**6.03 House Bill 89 Certification**

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

**6.04 Insurance Requirements.** At all times during the term of a contract resulting from this procurement, the contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance coverage and limits required to do business in the state of Texas.

**6.05 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.

**6.06 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.

- 6.07 **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](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html).
- 6.08 **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.
- 6.09 **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 RFSQ. 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 this 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 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 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 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).
- 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



## **SECTION 7: HOW TO SUBMIT YOUR PROPOSAL**

### **7.0 INSTRUCTIONS FOR RESPONDENTS**

Please provide a written response regarding ability to meet each requirement as outlined in the Scope of Work (Section 5.0). Include any additional pertinent information on how your proposed solution meets each requirement. Provide any pertinent additional functionality and/or services not outlined in the Scope of Work that you wish to offer.

Important Note: Your proposal must consist of your responses to Tabs A-G and completed Attachments I-IX

#### **Tabs**

**Tab A COVER SHEET.** The cover to your proposal will consist of:

1. The completed page 1 of this solicitation document.
2. A brief statement of the respondent's understanding of the work to be done and a summary of its qualifications.

**Tab B EXECUTIVE SUMMARY.** An executive summary will briefly describe the firm's approach and clearly indicate any options or alternatives being proposed. It should also indicate any major requirements that cannot be met by the firm.

**Tab C KEY PERSONNEL.** If applicable in providing services under this contract, attach resumes for all **managers, supervisors, and other team members** who will be involved in the management of the delivery of goods or services under this RFP. Identify any subcontractors or third-party services that are utilized in the performance of fulfilling this RFP. Provide a general explanation and chart which specifies project leadership and reporting responsibilities, and how the team will interface with NCTCOG and Participating Entities' project management and team personnel.

**Tab D TECHNICAL PROPOSAL.** This section should constitute the major portion of the submittal and must contain a narrative in specific response to the specifications outlined in **Section 5.0 –Scope of Work**.

Failure to provide written response to items indicated in this section will be interpreted by NCTCOG as an *inability* by the firm to provide the requested product, service or function. NCTCOG encourages vendors to be creative when developing their proposals for the requested goods and or service(s). 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).

**Tab E REFERENCES.** Include at least three recent references for customers (preferably public agencies) for whom you have provided similar services. Please include the organization's name, address, contact person, phone number, and email address for each reference. NCTCOG reserves the right to contact or visit any of the Respondent's current and/or past customers to evaluate the level of performance and customer satisfaction.

**Tab F PROPOSAL PRICING.** Respondents 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 rate across the board. Please provide a current suggested list pricing (rate card) for the goods and or services that you intend to provide in your proposal. Proposer must also fill out and return the Example Market Basket (Attached in Public Purchase). This item is purely for evaluation purposes, and will be used to evaluate 'best value'. This item will NOT be considered or applied beyond the evaluation of this RFP.

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

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

**Compliance with the Solicitation**

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

**Acknowledgment of Insurance Requirements**

By signing its submission, Offeror acknowledges that it has read and understands the insurance requirements for the submission. Offeror also understands that the evidence of required insurance may be requested to be submitted within ten (10) working days following notification of its offer being accepted; otherwise, NCTCOG may rescind its acceptance of the Offeror's proposals. The insurance requirements are outlined in Section 6.

Name of Organization/Contractor(s):

Fortiline Waterworks

Signature of Authorized Representative:

*Luthario Maza*

Date: 11/3/2020

**ATTACHMENT II:  
CERTIFICATIONS OF OFFEROR**

Name of Organization/Contractor(s):

Fortiline Waterworks

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Signature of Authorized Representative:

*Luthario Maza*

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Date: 11/03/2020

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

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

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

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

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

Name of Organization/Contractor(s):

Fortiline Waterworks

Signature of Authorized Representative:

Luthario Maza

Date: 11/03/2020

**ATTACHMENT IV:  
CERTIFICATION REGARDING LOBBYING**

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

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

Name of Organization/Contractor(s):

Fortiline Waterworks

Signature of Authorized Representative:

*Luthario Maza*

Date: 11/03/2020

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

The Fortiline Waterworks (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 Fortiline Waterworks (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

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

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

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

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

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

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

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

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

Name of Organization/Contractor(s):

Fortiline Waterworks

Signature of Authorized Representative:

Luthario Maza

Date: 11/03/2020

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

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

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

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

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

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

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

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

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

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

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

Name of Organization/Contractor(s):

Fortiline Waterworks

Signature of Authorized Representative:

Luthario Maza

Date: 11/03/2020

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

## OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

Fortiline Waterworks Luthario Maza

2

☐

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

NA

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

NA



# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐

Yes

☒

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐

Yes

☒

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☒

No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

*Luthario Maza*

Signature of person doing business with the governmental entity

11/03/2020

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 Organization/Contractor(s):

Fortiline Waterworks

Signature of Authorized Representative:

Luthario Maza

Date: 11/03/2020

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

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

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

Indicate the certification that applies to your corporation:

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

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

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

☐ Partnership

☐ Other

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

Luthario "Whistle" Maza  
(Printed/Typed Name and Title of Authorized Representative)

Luthario Maza  
Signature

Date: 11/03/2020

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

**ATTACHMENT X**  
**REQUEST FOR PROPOSAL/SOLICITATION LANGUAGE**  
**FOR COMPLIANCE WITH THE**  
**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. Proposers shall certify its compliance with these requirements as part of their proposal response by completing the "Prohibited Telecommunications and Video Surveillance Services or Equipment Certification" included with the RFP Document. Failure to submit the required certification statement may be grounds for finding the proposal nonresponsive.

## ATTACHMENT XI

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

This RFP and any resulting 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 RFP or any resulting 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 Respondent hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON:

*Luthario Maza*

NAME OF AUTHORIZED PERSON:

Luthario Maza

NAME OF COMPANY:

Fortiline Waterworks

DATE:

11/03/2020

-OR-

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

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

## **Exhibit A**

### **Approved and Historically Utilized Materials**

SHARE may still consider other brands, but a sample will be required in order to determine whether the item is a true equivalent.

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

#### **I. FIRE HYDRANTS**

- Mueller "Super Centurion 250"
- Kennedy "K81D Guardian"
- Clow "Medallion"
- American AVK Series 2780
- East Jordon Iron Works – EJ WaterMaster 5CD250 – University Park Hydrant

#### **II. VALVES**

- Clow Resilient Wedge
- Mueller Resilient Wedge
- American Darling Resilient Wedge
- U.S. Pipe & Foundry "Metro-Seal" Resilient Wedge
- American Flow Control – Series 2500 Resilient Wedge Valve
- American AVK Resilient Seated Gate Valve Series 25, 2" – 12"
- Kennedy KW-RS Resilient Seated Gate Valve, 2" – 12"
- American Darling Butterfly
- Mueller Butterfly
- Pratt Butterfly

\*\*2" valves will be FIP, screw end with 2" square operating nut\*\*

#### **III. VALVES – AIR RELEASE/COMBINATION AIR & VACUUM**

- Iowa F-3066 Air Release
- Golden Anderson Figure 950 – Kinetic Custom Combination Air Valve
- A.R.I. D-040 Combination Air Valve
- A.R.I. D-040-I D-040-V D-040-NS Combination Air Valve – One Way
- A.R.I. D-020 Combination Air Valve for Wastewater
- A.R.I. D-021 Combination Air Valve for Wastewater – Mini
- Or approved equals

#### **IV. CORPORATION STOPS**

- Mueller "B-25008" Corporation Stop - CC Thread x, CTS Compression for 3/4" and 1"
- Ford "FB1000-3-Q for 3/4" and "FB1000-4-Q" – 1"
- Or approved equals-

#### **V. ANGLE STOPS**

- Mueller "B24258" for 3/4" & 1" and "B-24276" on 1 1/2" - 2"
- Compression x Meter Swivel Nut on 3/4" & 1" and Compression x Meter Flange on 1 1/2" - 2"
- Ford "BA43-332WQ" on 3/4" & "BA43-444-WQ" on 1" & "BFA43-777-WQ" on 1-1/2" & 2"
- Compression x Meter Swivel Nut on 3/4" & 1" and Compression x Meter Flange on 1 1/2" & 2"
- Mueller "B24265" - 3/4" & 1" Angle Ball Stop – FIP X FIP (uses standard meter spud/nut)
- Ford "BA13-332W – 3/4" Angle Ball Stop – FIP X FIP (uses standard meter spud/nut)
- Ford "BA13-444W – 1" Angle Ball Stop – FIP X FIP (uses standard meter spud/nut)
- Mueller "B24276 – 1-1/2" Angle Ball Stop – CTS X Meter Flange (drilled for both 1-1/2 & 2")
- Ford "BFA43-666WQ" – 1-1/2" Angle Ball Stop – CTS X Meter Flange (drilled for both 1-1/2 & 2")
- Or approved equals

## **VI. TAPPING SLEEVES AND SERVICE SADDLES**

### **A. Sleeves**

- Mueller H-304SS Tapping Sleeve w/ Stainless Steel Flange
- Mueller H-304MJ Tapping Sleeve w/ Stainless Steel Flange
- Dresser Style 630 Heavy Stainless Steel Tapping Sleeve
- PowerSeal Model 3490 Stainless Steel Tapping Sleeve
- PowerSeal Model 3490MJ Stainless Steel Tapping Sleeve
- Ford All Stainless Tapping Sleeve Style FTSS
- Ford All Stainless Tapping Sleeve Style FTSS-MJ
- Smith–Blair 665 Stainless Steel Tapping Sleeve with Stainless Steel Flange
- Smith–Blair 665MJ Stainless Steel Tapping Sleeve with Stainless Steel Flange
- Romac Industries, SST III
- Romac Industries, SST III-MJ

### **B. Saddles**

- Dresser Style 291 Doublewide Stainless Steel Strap Service Saddle
  - Mueller DR2S Series Double Strap Ductile Iron Saddle
  - PowerSeal Model 3417 Ductile Iron Saddle with Straps
  - Smith–Blair “317” Double Stainless Steel Strap Saddle
  - Ford “FC202” Nylon Coated Double Strap Saddle
  - Romac “202N” Double Strap Service Saddle
  - JCM 406 Double Stainless Strap Coated Service Saddle – 1” thru 12”
- \*\*NOTE\*\* - ALL OF THE ABOVE SERVICE SADDLES ARE TO BE CC THREAD FOR 3/4" AND 1" AND IP THREAD FOR 2". SADDLES MUST BE SUPPLIED WITH STAINLESS STEEL BOLT/NUT/WASHER. DUCTILE BODY SADDLES MUST BE FUSION BONDED EPOXY/NYLON. STAINLESS TAPPING SLEEVES MUST BE SUPPLIED WITH STAINLESS BOLT/NUT/WASHER AND FLANGE.**

## **VII. DUCTILE IRON FITTINGS (C110 OR C153)**

- Tyler Pipe Products
- Clow Products
- Star Pipe Products
- Sigma/Napco Products
- Griffin Pipe Products

## **VIII. VALVES STACKS AND BOXES**

- Bass & Hays Pattern #340-1 (Shorty) Valve Box (C-900/SDR-26 Pipe for the Stacks)
- Bass & Hays Complete Box (2436-S) with Drop Lid
- Tyler Union #6895 (Shorty) Valve Box (C-900/SDR-26 Pipe for the Stacks)
- Tyler Union Complete Box (Screw Type #6850) with Drop Lid
- AccuCast Shorty Valve Box, Model #115002 (C-900/SDR-26 Pipe for the Stacks)
- AccuCast Standard Valve Box, Model #111100
- Sigma “Shorty” Valve Box (C-900/SDR-26 Pipe for the Stacks)

## **IX. RESTRAINT (RETAINER) GLANDS**

- Uni-Flange Series 1400 for 4” thru 12” (Ductile) & Series 1500 for 4” thru 12” (PVC)
- EBAA Iron 1100 Series Megalug – Ductile Iron
- EBAA Iron 2000PV Series Megalug – C900
- Stargrip Series 4000 – C900 PVC
- Stargrip Series 3000 – D.I. Pipe
- Sigma – One Lok for C900/905 Pipe
- Tyler Union – Series 1500 Dual Wedge for PVC, Ductile & HDPE – DOMESTIC SUBMITTAL ONLY



**X. METER BOXES** – (all round boxes *MUST* have ductile iron ring and cover with 3/4" AMR Hole in

*lid*) (large boxes have option for plastic or ductile iron cover)

- Bass & Hays – P34TD18 (round box)
- B2O – 18PGMB (round box)
- EGW – White Rhino Meter Box WRMC 1818 (round box)
- DFW Plastics – DFW 1324C-18-IBAF (large box)
- DFW Plastics – DFW 1324B-18-BODY (large box – body only, no lid)
- DFW Plastics – DFW 321-31-65 (large box – ductile iron lid only for 1324 box)
- Bass & Hays – PMSBC1(1324-LID1) – (large box lid for DFW 1324 box)

**XI. WATER LINE PIPING**

- Type "H" Rigid Copper (2")
- Type "K" Soft Copper (smaller than 2")
- C-900 PVC – (CL305 DR14, 6" – 12")
- C-909 PVC – (CL305 DR14)
- C905 PVC Pipe – DR18 (235 psi – 16"+)
- DI – (CL50 & CL51, >16")
- AWWA C901 – Solid Wall High Density Polyethylene Pipe (HDPE) (1" and 2" only)
- AWWA C901 – Solid Wall High Density Polyethylene Pipe (HDPE) (1" and 2" only) with Endotrace or equivalent electronic tracing capabilities

**XII. WATER LINE APPURTENANCES**

- PVC--ASTM D3139, ASTM F477
- Ford pipe inserts (1" and 2"—51, 52, 55)
- DI—ANSI/AWWA C111/A21.11

**XIII. SEWER LINE PIPING**

- SDR-35 PVC (4"-15"--ASTM D3034, 18" and greater—ASTM F679)
- SDR-26 PVC (CL160 ASTM D2241"PRESSURE PIPE")

**XIV. SEWER LINE JOINTS**

- SDR-35—ASTM D3212
- (i) Napco G-Series Gasketed Fittings (GRAVITY)
- (ii) Napco H-Series Gasketed Fittings (NON-PRESSURE RATED)
- SDR-26—JOINTS—ASTMD3139, GASKETS—ASTMF477
- (i) Napco T-Series IPS Gasketed Fittings (PRESSURE RATED)

**XV. MANHOLES AND CLEANOUTS**

**A. Manholes**

- Forterra Precast Sanitary Manhole
- LF Manufacturing Fiberglass Manhole
- Bass & Hays 3011" #400 Sanitary Sewer Cover
- JM Eagle Wastewater Access Chamber 6"-12"
- Or Approved Equal

**B. Cleanouts**

- Bass & Hays Bolted cleanout cover

**XVI. BRASS—(MUST BE NO-LEAD)**

- Mueller
- Ford (must have "Q" in part #)
- A.Y. McDonald
- Cambridge – CTS fitting *MUST* match Mueller or Ford Q series equivalent

The below materials are for City of University Park use only – no contractor use without approval of Public Works Director or Infrastructure Maintenance Superintendent.

FULL CIRCLE, STAINLESS STEEL REPAIR CLAMPS

- Ford Style F1
- Dresser Style 360 Repair Clamp
- Smith Blair Style 226
- Romac Industries, CL1
- PowerSeal 3141

***\*\*NOTE: CLAMPS MUST BE SUPPLIED WITH STAINLESS STEEL BOLT/NUT/WASHER. CLAMPS MUST HAVE A MINIMUM OF 3 BOLTS. STAINLESS STEEL LUGS MAY BE SUBSTITUTED FOR DUCTILE IRON.\*\****

**EXHIBIT B**  
**Pricing Proposal**

Please see the corresponding Excel file in Public Purchase to complete this task for evaluation purposes only.