

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS



**RESPONSE TO REQUEST FOR PROPOSAL
RFP #2023-060
FOR
EARLY FLOOD WARNING MANAGEMENT SOFTWARE, HARDWARE
AND RELATED SERVICES**

Submitted to
NCTCOG
ATTN: North Texas SHARE
616 Six Flags Drive
Arlington, Texas 76011

Prepared by
OneRain Incorporated, an AEM Brand
1531 Skyway Drive, Unit D, Longmont, CO 80504
Contact: James Logan | email: james.logan@onerain.com
1-800-758-RAIN (7246) or 303-774-2033

Due: August 29, 2023, at 2:00 PM CT

August 29, 2023

North Central Texas Council of Governments
ATTN: North Texas SHARE
616 Six Flags Drive
Arlington, Texas 76011

Re: Response to Request for Proposals (RFP) for Early Flood Warning Management Software, Hardware and Related Services

To Whom it may concern,

On behalf of OneRain I am pleased to submit our response to the North Central Texas Council of Governments (NCTCOG) Request for Proposals (RFP) for Early Flood Warning Management Software.

OneRain is well-prepared to comprehend and satisfy the requirements outlined in this RFP. For 31 years, OneRain has been serving federal and state agencies, special districts, counties, municipalities, and engineering firms across the U.S. The common thread among them is responsibility for managing water, with applications including flood early warning, dam safety, reservoir operations, stormwater, wastewater, water resources, irrigation, and other similar applications.

OneRain's software solution, Contrail, has been in widespread use for more than 16 years. It was designed from the start to meet the demands of flood early warning systems.

The accompanying RFP response includes reference client agencies that are operating hydrologic monitoring and flood early warning systems. Exploring them will show you long-standing, highly functional, complex, and proven-reliable systems powered by Contrail software.

It is OneRain's mission to provide the solutions our clients need to perform their critical missions. We are confident Contrail will enable the NCTCOG members to carry out their missions with heightened effectiveness.

Since our company's launch in 1992, our ultimate objective is always the success of each client entity's program. We bring a quarter century of performance history and show an exceptionally successful track record with strong relationships.

Thank you for enabling us to respond to this RFP. We look forward to the opportunity to support NCTCOG and its members through the SHARE shared services program.

Respectfully,



Fritz Law
Central U.S. Sales Manger
☎ 303-774-2033 (main)
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TAB A – COVER SHEET & PROJECT UNDERSTANDING

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

Physical and mailing address

Contact Person & Title

Fritz Law
Central U.S Sales Manage

Telephone Number E-Mail Address

Company:	OneRain Incorporated an AEM Brand
Mailing Address:	1531 Skyway Drive, Unit D
Telephone:	Longmont, CO 80504
Main:	303-774-2033

Email: Fritz.Law@aem.eco

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

By signing below, you hereby certify that the information contained in this proposal and any attachments is true and correct, and may be viewed as an accurate representation of proposed services to be provided by this organization. You agree that failure to submit all requested information may result in rejection of your company's proposal as non-responsive. You certify that no employee, board member, or agent of the North Central Texas Council of Governments has assisted in the preparation of this proposal. You acknowledge that you have read and understand the requirements and provisions of this solicitation and that the organization will comply with the regulations and other applicable local, state, and federal regulations and directives in the implementation of this contract. And furthermore, that I certify that I am legally authorized to sign this offer and to submit it to the North Central Texas Council of Governments, on behalf of said offeror by authority of its governing body.



Authorized Signature

PROJECT UNDERSTANDING

The North Central Texas Council of Governments (NCTCOG) intends to implement a software platform that enables all its participants to view real-time data from existing rain/stream gauge systems in the NCTCOG area. OneRain is currently supporting the NCTCOG with Contrail and our goal is to continue to support NCTCOG moving forward. The selected Provider's software will be a regional information resource that consolidates hydromet data available for the region in a single platform. It will be implemented as a hosted, cloud-based solution that is owned, operated, and maintained by the selected Provider. Once the system is operational, NCTCOG will actively promote its use to NCTCOG member entities, which will be supported by the Provider on an individual entity subscription basis.

NCTCOG plans to put into place an agreement that will automatically renew for up to three (3) additional one-year periods, not to exceed five (5) years in total, unless earlier terminated as provided herein. It is OneRain's understanding that the SHARE contract resulting from this RFP will enable any NCTCOG participant to purchase a subscription to the service without going through any additional competitive procurement process.

OneRain's Contrail software application meets each of the stated requirements in the RFP. We propose to use OneRain's hosted, cloud-based Contrail Multi-Agency Platform for this project. We will use our standard product to create a highly usable flood warning resource that permits all NCTCOG participants to view real-time data from regional hydromet monitoring systems and offers many advanced functions.

TAB B – EXECUTIVE SUMMARY

OneRain is currently supporting the North Central Texas Council of Governments with our Contrail Server Software. We meet all requirements outlined in Exhibit A and there are no requirements that cannot be met.

OneRain Incorporated was started in 1992 as DIAD Inc. to integrate automated, telemetered monitoring stations and provide software for collecting real-time environmental data. The founders were among the earliest implementers of automated, telemetered monitoring stations and software for real-time environmental data, having started in the domain in the 1970s. In 2003, DIAD acquired NEXRAIN in order to increase the accuracy of rainfall estimates by using rain gauge data to calibrate NEXRAD data. At that time the company name became OneRain.

OneRain is now part of AEM, a portfolio company of Union Park Capital, a private equity firm focused on industrial technology companies. Union Park Capital is based in Boston, MA and has extensive investments and expertise in industrial and scientific instrumentation sectors. The AEM family consists of OneRain, High Sierra Electronics, Vieux & Associates, Davis Instruments, Earth Networks, Lambrecht, and Forest Technology Solutions.

Since its inception, OneRain has provided rainfall and related environmental information for agencies with critical missions. Today, OneRain's offerings include nationwide 24/7-supported enterprise data collection, archiving, notification, and Web visualization services. Our products include local data collection software, telemetry system integration, rain and other hydrometeorological gauging and professional services, real-time satellite and IP telemetry services, gauge-adjusted radar-rainfall estimates, storm properties analyses and consulting services. OneRain is a recognized industry leader providing professional services, software applications and data services in the ALERT/ALERT2 real-time monitoring domain.

The OneRain team has established its flood-warning domain leadership through years of demonstrated expertise and successful projects. We serve local, state, and federal agencies with solutions that enable either and/or both widespread public access of real-time information and secure information systems for operations, emergency, and engineering uses. OneRain has contributed to the fundamentals of the industry in its 26 years of existence and is today helping to shape the next generation of real-time hydrometeorological monitoring technology and systems.

We are the software innovators that introduced graphical and map-based user-knowledge interfaces, we led the development and implementation of the ALERT2™ open standard protocol, and we are among a few pioneers in measuring rainfall using gauge and radar data. We are the first enterprise to provide both licensed software and 24/7-hosted professional services so our customers can operate robust, geographically distributed environmental monitoring decision support systems cost effectively. We have designed and built, evaluated, rehabilitated, and maintained real-time monitoring systems for small and large agencies across the U.S. since 1992.

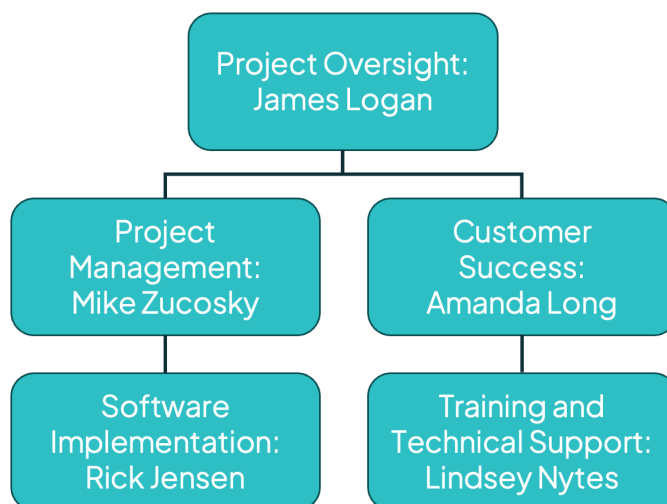
A distinguishing characteristic of our company is its expertise from instrumentation and maintenance through software and dissemination, with emphasis on accurate, verifiable, and reliable data collection of rainfall and related hydrological data. OneRain's professional services and solutions start in the field, integrate using appropriate telecommunications, and encompass data stored locally using mission critical software and/or centrally in OneRain data centers with live notification to agency customers about their concerns. We are continually adding records to our hosted data center

Contrail® enterprise (about 15,000,000 new data records are added each month from 32,000 gauges across the U.S., most of them in real time) and we perform historical analyses as well. Our customers feel secure in having the option to have all their data stored at both their place and ours to provide them redundancy and easy access.

Our total systems approach to rainfall and flood management includes nationwide 24/7-supported enterprise data collection, archiving, notification and web visualization services, local data collection software, gauge-adjusted radar-rainfall estimation, rain and other hydrometeorological gauging and professional services, real-time satellite telemetry services, telemetry system integration, storm properties analyses and consulting services.

TAB C – KEY PERSONNEL

If applicable in providing services under this contract, identify 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. In addition to email and phone contact information for each, provide a general explanation of how the team will interface with NCTCOG and Participating Entities' project management and team personnel.



Project Key Personnel

These key managers and staff will oversee the initial implementation. They will continue in their roles over the life of the contract to oversee normal production activities, adding new NCTCOG subscription members as they sign up, conducting initial and ongoing training, and providing contract management, billing, and administrative services.

Some implementation activities will require cooperation by NCTCOG member staff, depending on the scope of the startup. For example, implementing a hosted Contrail instance will include exporting existing site and sensor definitions from the agency data collection software, and potentially loading additional data such as historical data from other platforms.

OneRain's project team has completed many Contrail implementations and we now proactively supply documents and support information to make that process smooth and successful.

For production activities through the life of the contract, at least six knowledgeable staff members are available during normal business hours, 8:00 AM – 5:00 PM Mountain Time.

OneRain's team includes full-time dedicated software support staff available to answer questions on the phone, over email, and using remote desktop during normal business hours. Our support team has the knowledge and experience of working with systems end-to-end and expertise in configuration, troubleshooting, and training, to help users.

For our hosted, cloud-based implementations, OneRain's 24/7 production support staff rotate assignments as secondary and then primary support during all non-business hours, including nights, weekends and holidays. The support staff is on call to respond to any system problems with OneRain's hosted services.

OneRain offers extended 24/7 phone-in support at additional cost for customers whose work requires that level of support. Those customers receive 24-hour access to technical support staff via a direct phone number.

TAB D – TECHNICAL PROPOSAL

Scope of Work and Exhibit A

Description of the services for which the Proposer is able to provide. In responding, please use the categories identified in Exhibit A of this RFP.

Overview of Contrail Software

Contrail is an enterprise-level, web-accessed software system used for real-time environmental data collection, validation and archiving, data visualization, assessment of alarm conditions and automated notification. “Enterprise” means the platform is built and deployed as a scalable, highly available software architecture.

The software consolidates multiple sensor data sources and processes into a single resource, giving users a comprehensive view of the surrounding region’s entire hydrologic network. Encompassed are tools and reports for sensor management, rainfall and stream-related reporting, maintenance, and custom alarm and notification features. This software natively supports the architecture required by NCTCOG to support any number of feeds from multiple agencies’ data collection programs.

Contrail supports management of and quick access to emergency action plan content, links to outside resources, webcam video feeds from Internet-enabled sites, and many other Web-hosted tools. The Contrail platform supports not only the real-time, flood warning-oriented activities, but also longer scale water resources management, water quality, safety of dams programs, road weather information, and other activities with potentially wider user populations.

Users of all levels and roles can access Contrail via whatever computing platform they happen to be using: Smart phones, tablets, laptop, and desktop computers are all served using a responsive design web interface.

First introduced in 2005, the growth of mobile computing, and changes in Internet use and in the ALERT/hydromet monitoring industry (for example, the ALERT2™ protocol, expanded data telemetry types such as real-time satellite and cellular, and growing requirements to manage security) drive Contrail’s continuous improvement and ever-increasing functionality.

More than 120 agencies across the U.S. use Contrail today. The software collects data from more than 50 different types of data sources, supports monitoring systems ranging in size from small to enterprise, and serves user population scales up to and including public access for major metropolitan and state-wide areas.

Contrail's architecture makes critical decision-support data highly available. It is used for operational decision support and emergency operations, post-event analysis, model calibration, and planning by agencies responsible for flood early warning, safety of dams, stormwater and wastewater management, among other applications.



Contrail is built on open source, open standard platforms, including Linux, Apache, Tomcat and MySQL. This enables us to exercise greater control over fast-moving technology by reducing our exposure to individual vendor changes, just as choosing open standard ALERT/ALERT2™ technology has protected hydromet agency users from the risk of acquiring a proprietary technology; subsequent failure of a vendor whose proprietary technology was purchased significantly reduces the value of an agency's hardware and software investment. Choosing standard, interoperable platforms reduces these risks.

No Custom Software

Our philosophy from the outset was to create and support one flexible, continuously improving software platform that serves customers' varying needs through configuration, and not through software customization.

We believe this creates an industry best practice because it assures all users have an actively maintained and supported package, rather than potentially having different software implementations, perhaps even on different operating system versions. We believe this approach both fosters functional excellence and is much more reliably secure in today's cyber-threatened environment.

In addition to offering Contrail as a hosted, cloud-based service, OneRain also sells software licenses and ongoing software maintenance to agencies needing to operate the software within their own network. Configuration options include combining on-site licensed implementation with cloud-hosted servers to create geographic redundancy, high availability and maximum disaster resiliency.

Hands-on Support

The Contrail solution was originally developed and is fully supported by OneRain's dedicated in-house development, implementation, and support team. Our planned hands-on model is unique in the flood warning software domain, to our knowledge. We have continuously moved toward more direct, cost-effective support of our customers by expert staff to help assure every software instance is set up and running properly.

OneRain's staff supports all our hosted cloud-based software instances on a 24/7 basis. Outside business hours, OneRain assigns designated primary and secondary system support engineers 365 days a year. This team is available and equipped to respond quickly to any outages and problems that may occur.

Contrail's support tools include automated monitoring and notification of system health to inform both OneRain staff and designated customer contacts whenever there are problems with data collection or with the software itself.

Software maintenance includes security and operating system updates as well as product updates to Contrail. OneRain's IT support staff tracks system performance to assure that resources are appropriately allocated to support the computing tasks at hand.

Standard customer support includes email and telephone support by OneRain personnel during normal business hours and is included for all hosted customers and for licensed customers that are current on their software maintenance program.

24/7 phone-in customer support is available at additional cost to clients whose mission requires it.

Fully Web-based Configuration and Access

From any user's standpoint, Contrail's responsive design interface provides full access from any Web-enabled device. Contrail's responsive design platform gives its users easy access to whatever information they need and brings full capabilities and accessibility to all their browsing devices (desktop, smartphone, tablet) for a rich, engaging, context-relevant experience.

Contrail is also almost entirely Web-administered, as are its field operations. The software uses defined role-based permissions to control access, including read-only, and provides varying rights for editing content. All system users and administrators can use the Web to access everything the application offers; there is no client software required besides a standard Web browser.

Each NCTCOG subscription member will be able to have its own, branded Web interface and will be able to administer its own internal user roles. NCTCOG Contrail administrators will be able to create multiple views/websites to serve their entities as required, including individual agencies separately, and even serve the public as a read-only audience, should that be desirable.

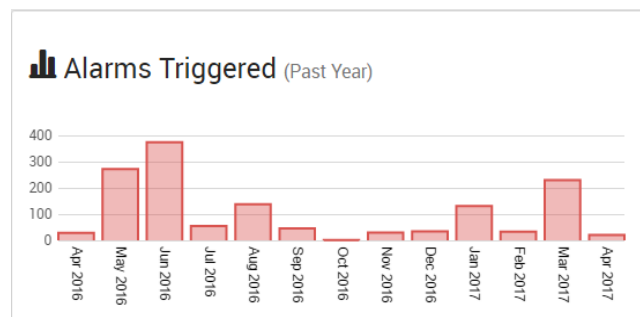
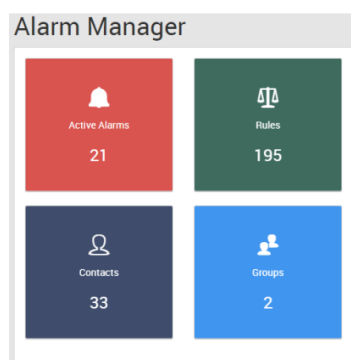
For NCTCOG subscription members with two-way control elements in their systems, any control interfaces can be implemented from the Contrail Web-accessed platform. However, depending on whether the field-based hardware systems are open standard or vendor-specific, activating interaction with the field stations will likely require additional radio and transceiver hardware at minimum, and may also require developing a new interface to add I/O with the vendor-specific platform, which in turn requires cooperation by the equipment provider. OneRain routinely develops new interfaces for a modest cost that is shared with the customer requiring it, and the new interface is then included as part of the Contrail product,

Alarms and Notifications

At Contrail's data collection core is real-time assessment of user-defined criteria to test for alarm conditions and following that, automated notification delivery capabilities to support decision making and activate planned emergency action procedures.

Contrail's Alarm Manager administrative interface allows configuring of alarms rules based on user-defined alarm thresholds. A given alarm can encompass data from multiple systems (e.g., other participating agencies, USGS or other Web-resident environmental data, computed current conditions, ...). Alarms are created using a flexible, logic-based simple system that includes many suggested types of computations and allows the creator to invent their own.

Automated notifications are sent via email and/or text messages, and third-party services can be engaged to add other communication if required (e.g., faxing, voice messages, verbal acknowledgement).



Contrail's Alarm Manager

Custom Displays

Accomplished through configurable displays; No custom software, but configurable displays that look custom. Subscription member website customization is easily accomplished by authorized administrator users with minor training, such that each NCTCOG subscribed member website will serve its users the information they need in ways that reflect that agency's identity and task emphases.

Administrative users can create widget-based summary dashboards, add external resources, and craft their users' default data presentations without any custom software and with Web user-level skills. Individual users additionally may be allowed to create their own bookmarks and shortcuts to information they want to access easily on a repeated basis.

Contrail's dashboard and widgets feature is important to call out indicators that impact operations and decision-making. The purpose is to bring visually into focus specific sub-datasets that are important indicators for operations and decision-making. Administrators can create standard dashboards that support day-to-day decisions. They can also create dashboards "on-the-fly," for example, during an extreme storm event to track and monitor specific sites that may be at high risk of flooding, or to show road warning flasher status.

Integrated Data Analysis Tools

Contrail Reports is a reporting tool set that lets users quickly analyze complex data sets, identify, and highlight trends and changes in data, and gain insight into the performance of their working hydromet sensor networks. The reporting tools can help reduce mountains of data into simple displays and present complex information in summary visual charts and graphics.

Contrail Reports provides bulk event and time-series exporting. There are a variety of pre-defined reports and new ones can be generated as required.

OneRain Brings Best Practices “End-to-End”

Underlying Contrail’s success is OneRain’s long-time, total system approach to rainfall and water management that encompasses:

- Nationwide 24/7-supported enterprise data consolidation, archiving, notification, and web-based visualization
- Local data collection software and data management solutions
- Ongoing Web-based refresher training for all our customers
- Gauge-adjusted radar rainfall (GARR) estimation and StormProperties™ analyses for real-time, future, and analytical applications
- Rain, streamflow, water level, and other hydrometeorological gauging
- Real-time satellite and IP telemetry services
- Telemetry system integration
- Field services, maintenance, and best practices training
- Professional consulting services

Description of the Proposer’s process for responding to an order for product.

- A OneRain representative or sales representative will provide a quotation for the requested services. Signed quotations and/or purchase orders are required.
- Once an order is entered into Salesforce, the order then moves over to order process, where the customer service team picks it up for processing. Contrail Support will setup, configure and deliver the request.

Description of the Proposer’s process for delivering orders to respective clients.

Planning client Contrail Server launch

The three key areas of consideration to smooth the process of installation are:

- Time
- Pre-launch Plan
- Services/Training

Time

Following receipt of a purchase order/contract, please allow one to two weeks prior to implementing your Contrail Server to allow for pre-launch planning, build and setup.

Pre-Launch Plan

Involve and get a commitment from all appropriate personnel for your launch plan; create a cross-functional installation team (administrators, end users, management, etc.) with a designated lead. The following should be considered as part of your pre-launch plan.

- Understand Contrail Server requirements.
- You will need ports open for services including data routing.
- Set up a domain name registered to WAN address for Contrail and Contrail Inventory.
- Consider groups and users access and privilege levels.

Understand Contrail Setup Requirements

- **Theming Contrail's user environment** to match your organization's look and feel. Choose an existing web site as the template for the theme, or collect logo images, color swatches to be used.
- **Maps.** Calculate the extents of your map regions in decimal degrees. Contrail can host multiple map regions, offering regional and zoomed in views.
- **Site and Sensor Definitions** (see <http://contrail.onerain.com/help/Import.xls> to download template for minimum requirements for site and sensor creation).
- **Identify site groupings** such as watersheds, water basins, fire borders, or other logical groups or views.
- **Site and Sensor Meta Data.** Collect additional information to enhance the Site and Sensor metadata. Site images, maintenance or public notes about the installations, sensor thresholds, and compile historic events such as maximum values during storms.
- **Criteria for Sensor Types.** Determine default validation criteria for Sensor Types. The default validation will be used as the baseline for new sensors.
- **Alarms and Notifications.** Consider types of notifications and alarm evaluations to be used in real-time monitoring.
- **Users and Privileges.** Consider groups and users access and privilege levels.
- **Domain Name?** The "user" environment is a read-only view of the system that allows you to access Web Content, Maps, Site and Sensor status and data. You may have access control through a login/password screen, or via a Public web site (no password). If you have chosen the Public web site option, OneRain will provide a hosted sub-domain (e.g., myagency.onerain.com). If you would like your Contrail Public web site to appear under your organization's own domain URL, you will need to set up a network URL address that is mapped to the OneRain hosted sub-domain.

Local Hardware

- IP/Serial Port(s): [Digi PortServer® TS](#) devices (minimum 2- or 4- port recommended).*
- Custom cables or adapters necessary to split existing serial data feed.*
- All load-balancing and packet inspection network devices should be configured to allow necessary network traffic to OneRain hosted services.

Description of the Proposer's customer satisfaction services, to include any warranty and/or repair capabilities.

Software as a Service/Data as a Service Terms

The terms below apply to Software as a Service and/or Data as a Service (individually or collectively the “Services”) provided by AEM under the Agreement. means services providing accessibility to and use of the on-demand features and functionality of centrally hosted software made available by AEM via a computer or telecommunications network, but specifically excludes data import services, training services, consulting services, advisory services, software development and customization services, and other Professional Services. The Services may require hardware to be installed in order to function, and you hereby authorize AEM or its designee to install any necessary hardware (as reflected on the Order Form) pursuant to the requirements herein. The hardware component is not a sale of goods. All right, title, and interest (including all intellectual property rights) in, and to the Services, hardware and any data or services provided (including all copies thereof) shall remain with AEM.

Capitalized terms used in this section that are not defined herein shall have the meanings ascribed elsewhere in the Agreement. Capitalized terms that are defined in this section and elsewhere in the Agreement shall have the meanings ascribed in this section.

1. Services

1.1. Right to Access and License. AEM hereby grants Customer a non-exclusive, worldwide right to access and use the Services during the Order Term for such Services, as specified on the Order Form (Schedule A). AEM hereby also grants Customer a non-exclusive, fully paid-up, royalty-free, worldwide license to (a) access, install, execute, reproduce, and use in connection with the Services any software, interface, web site, platform, system, process, or technology provided or made available by AEM in connection with the rights granted under this Section 1.1 (Right to Access and License), which software, interface, web site, platform, system, process, or technology is not licensed under the Agreement to Customer separately as Software (“Technology”), and (b) combine the Technology with the Services, Customer Data, and data provided or made available by AEM, for Customer’s internal business purposes. (“Solution” means the Services and the Technology, collectively.) Not later than the first provision of Services under the applicable Order, AEM will provide or make available to Customer the related Technology.

1.2. Data Rights. AEM retains all rights to data generated or delivered through the Software (“hereinafter “Data”) other than Customer Data (defined below). AEM grants Customer a limited license for use of such Data, in connection with Customer’s internal business purposes, but for no other purpose. AEM shall have exclusive rights for resale or to otherwise use Data provided by AEM through the Service. To the extent that the provision of the Software or other Services requires AEM to collect information from Customer employees, members or other constituents (collectively “Customer Data”) Customer hereby grants to AEM a non-exclusive royalty-free, worldwide license to store, reproduce, distribute and display the Customer Data in connection with the provision of the Services hereunder.

2. Software Updates and Upgrades

2.1. Maintenance Updates. AEM shall provide Customer with continuing maintenance of the most current release of the Services during the Term, subject to the terms herein. Such

maintenance shall include the correction of material defects or bugs discovered in the Services.

2.2. New Releases and Upgrades. AEM may develop from time-to-time new releases of and/or enhancements to the Services. Such enhancements shall be provided for Customer's use during the Term then current pricing.

2.3. New Products and Sun-Setting. AEM reserves the right to "sunset", i.e. discontinue and end support for versions of the Services and replace them with new versions when technically necessary or advantageous to do so. AEM shall use all commercially reasonable efforts to notify Customers well in advance of any planned sunset and provide information on the any new version being planned. AEM cannot guarantee backward compatibility or complete feature parity between old and new versions.

3. Hardware Maintenance/Installation

3.1. If the SaaS is accompanied by hardware, installation will be provided as described on the Order Form. Maintenance, if purchased, is as described on the attached Professional Services Terms, incorporated herein by reference. Customer agrees that, prior to scheduling any maintenance visit, it will consult with technical support by phone, to determine whether it is possible to resolve any issues in that manner. In the event that such troubleshooting does not resolve the issue(s), a site visit will be scheduled. At the time of the site visit, Customer shall allow all reasonable access for the purpose of supplying necessary maintenance and/or the installation. Maintenance covers all parts, labor and replacement/repair of hardware. It does not cover the relocation of hardware. If non-standard equipment (e.g. a lift) is required to access hardware, Customer shall either supply such equipment or cover the rental expense.

4. Technical Requirements. Customer agrees to connect, at its expense, the hardware to a full-time Internet connection. Customer further agrees to maintain the such hardware in an operational mode at all times and to permit AEM authorized outside access to system data through the Internet connection. The Internet expense is solely Customer's obligation.

5. Lightning Disclaimer. Experience has shown that the resolution, timeliness, and format in which lightning data are presented within various displays and products, does not provide a total solution with regard to addressing concerns regarding the presence of convective activity and/or lightning and their potential impact on the safety of personnel and/or safeguarding of facilities, whether it be of immediate or short-term concern. Interpretation and application of the data, as well as any comparative analysis and/or prognosis or similar activities done by any user, are done so solely at the user's risk and have not directly or indirectly been implied, condoned, or recommended by AEM and/or its data suppliers.

6. Disclaimer of Implied

Warranties. THE SERVICES INCLUDE DATA SOURCED FROM THIRDPARTIES INCLUDING GOVERNMENT SOURCES AND ARE DELIVERED OVER A VARIETY OF COMMUNICATION NETWORKS, INCLUDING THE PUBLIC INTERNET. AS SUCH, EXCEPT AS PROVIDED ABOVE, THE SERVICES AND DATA DISPLAYED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS PROVIDED HEREIN, AEM MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO CUSTOMER, OR TO ANY AUTHORIZED USER OR THIRD PARTY, INCLUDING ANY WARRANTIES OF

QUALITY, ACCURACY, PERFORMANCE, COMPATABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT AEM IS NOT RESPONSIBLE FOR THE ABSOLUTE ACCURACY OF ANY INFORMATION OR DATA CONTAINED IN THE SERVICES, AND AEM SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM CUSTOMER'S OR ANY AUTHORIZED USER'S RELIANCE OR NON-RELIANCE ON ANY SUCH INFORMATION OR DATA UNDER ANY CIRCUMSTANCES.

7. Restrictions. Customer shall not, and shall not permit any Representative to: (i) resell, sublicense, distribute or otherwise provide access to the Data to any third party or use the Data outside the scope of the license granted herein; (ii) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the Data; (iii) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the Data for any purpose without the express written consent of AEM; (iv) combine Data with the personally identifiable information for the purpose of targeted advertising; (v) use the Data to conduct or promote any illegal activities; (vi) use the Data to generate Campaigns in violation of a third party website's terms of use; (vii) use the Data to stalk, harass or harm another individual; (viii) impersonate any person or entity, or otherwise misrepresent its affiliation with a person or entity; or (ix) use any portion of the Data or AEM's tradenames or trademarks in any manner that may give a false or misleading impression, attribution, or statement as to AEM, or as to any third party. Customer agrees to use the Data only for lawful purposes and in compliance with all applicable laws, rules and regulations issued by governing authorities or industry self-regulatory groups. Customer shall indemnify, defend and hold AEM harmless against any damages, losses, claims or judgments arising out of any

Description of the Proposer's invoicing process used by the Proposer.

Customers are invoiced after the purchase order has been completed and signed. OneRain will invoice NCTCOG directly.

Any assumptions made in responding to the requirements.

There are no assumptions made in responding to the requirements of the RFP.

Any exceptions to the requirements. If there are no exceptions, Proposer shall explicitly state that no exceptions are taken to any part of this RFP. Offer must be in compliance with stated term and conditions unless NCTCOG accepts identified exceptions of the Proposer.

No exceptions.

Any special features or services the Proposer is proposing in response to the requirements that are included within the pricing provided.

With AEM, NCTCOG will, if desired, will have access to the other AEM brands and their services including forecasting, lighting monitoring services, camera image management and camera deployment. These services are not included in the offerings of this RFP.

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. 15 RFP 2023-060.

Mile High Flood District
Bruce Rindahl, P.E.
Flood Warning Manager
Mile High Flood District
12575 W. Bayaud Ave.
Lakewood, CO 80228
Office: 303-455-6277
www.mhfd.org

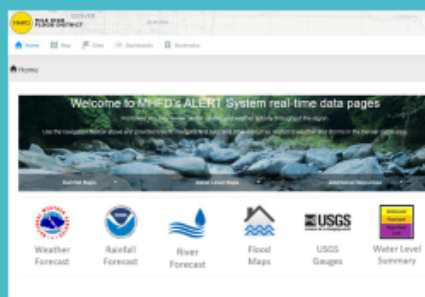
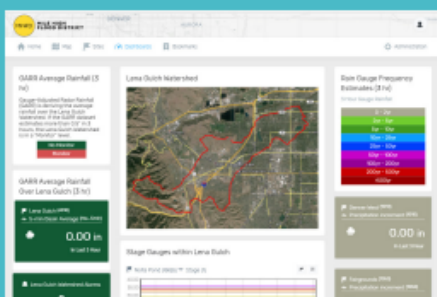
Doña Ana County Flood Commission
John Gwynne, P.E., CFM
Director
Doña Ana County Flood Commission
845 N. Motel Blvd.
Las Cruces, NM 88007
(575) 525-5560
johngw@donaanacounty.org

Harris County Flood Control District
Jeff Lindner
Director Hydrologic Operations Division/Meteorologist
Harris County Flood Control District
9900 Northwest Freeway
Houston, Texas 77092
346-286-4000 (main)
346-286-4165 (direct)
281-924-2091 (cell)
jeff.lindner@hcfcd.hctx.net



PROJECT OVERVIEW

Mile High Flood District, Denver, Colorado



PROJECT STATUS

- 1992 – ongoing



Mile High Flood District

Today, MHFD's Flood Early Warning System comprises 200+ gauges that are located throughout the Colorado Front Range covering Denver, Aurora, Boulder, Boulder County, Colorado Springs, El Paso, Pueblo and Douglas Counties. The District continues to be leveraged as a model for other districts across the U.S. because of their attention to best practices to achieve high functionality and reliability at low cost.

Regional Real-time Hydrologic Monitoring Network and Early Warning System

OneRain's involvement in building, operating, and supporting Mile High Flood District's (formerly known as Urban Drainage and Flood Control District) hydrologic warning system has been continuous for almost 30 years.

Since 1992, OneRain has been a primary hydrologic network design consultant, maintenance provider, and partner throughout the evolution of MHFD's Master Plan for Automated Hydrometeorological Monitoring. The District also employs OneRain's Contrail® data collection and visualization software, and StormData™ Gauge-Adjusted Radar Rainfall (GARR) services.

OVERVIEW

The Mile High Flood Control District (the District, MHFD) functions as Denver area and Front Range regional local governments' highest value flood warning and stormwater decision support system. MHFD has provided real-time rainfall and related environmental data to users with operational requirements dependent on wet weather runoff for more than two decades.

In 2008, OneRain, along with its ALERT2 partners, led the first implementation of ALERT2 technology at MHFD—one of the nation's first agencies to adopt the next generation protocol technology. As part of OneRain's current contract, OneRain performs preventative and proactive maintenance services, as well as predictive maintenance and performance evaluation. In addition, we provide extensive data analysis, reporting, and performance assessment. The software tools OneRain developed for this type of performance tracking allow identification of a variety of maintenance issues and permit anticipation and prevention of failures. Visit MHFD's Contrail public website here: <https://udfcd.onerain.com/>



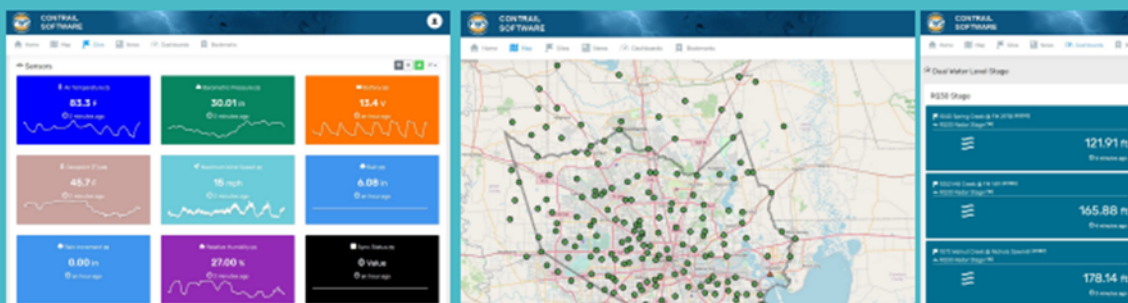
info@aem.eco

aem.eco



PROJECT OVERVIEW

Harris County, TX Flood Control District



PROJECT STATUS

- 2008 – ongoing



Contrail software showing HCFCD Stage Map during Hurricane Harvey, August 2017.

HCFCD upgrade to ALERT2

Analysis of the collected data indicates that over 99% of the data reports transmitted were successfully received. Comparable events using the legacy ALERT protocol resulted in less than 65% successful radio transmissions in the HCFCD network.

— National Hydrologic Warning Council Article, October 2016

Regional Flood ALERT System Architecture Project and Early Warning System

OneRain upgraded the Harris County Flood Control District's (HCFCD) regional ALERT network, which included ALERT2 upgrades to the three primary repeater sites in the network, base station upgrade to a three-server Contrail® software implementation, and full support for nine (9) partner agencies.

OVERVIEW

In 2010, Harris County selected OneRain to implement "Regional ALERT System Architecture". The tasks contracted included documenting the existing architecture, making recommendations for improvement to the network and upon approval, making those changes, upgrading the base station servers to provide (1) redundancy, and (2) Web-based access to environmental data and administrative tools for managing and understanding the data. OneRain also designed a plan for partner agencies to access their data and to continue to participate in the benefits of a regional ALERT network. OneRain recommended that HCFCD use ALERT's next generation ALERT2 protocol to achieve much higher data quality due to faster data rates and the use of time division multiple access (TDMA), error detection and forward error correction.

BENEFITS OF IMPROVEMENTS IN NETWORK DESIGN

All systems are operational and functioning more efficiently and robustly than before the upgrade. The HCFCD agency is knowledgeable on how to use and maintain the system to support their mission.

The end result was that HCFCD created a new regional real-time hydrologic monitoring network with the potential for up to ten times the capacity and throughput, significantly less data loss and more complete, usable data, allowing HCFCD and its partners to have excellent decision support during weather events. Additionally, the Contrail centralized on-line archived data serves and supports HCFCD and partner agencies in their future planning and historical analysis activities.



info@aem.eco

aem.eco



PROJECT OVERVIEW

City of Overland Park and Johnson County Kansas



PROJECT STATUS

- 1990 - ongoing



The majority of the stations report real-time rainfall. Some stations also report stream levels, temperature, relative humidity, wind, road weather-related data such as pavement temperature, pavement state (RWIS), and other weather data.

Overland Park and JoCo

All three Kansas City area entities behind the StormWatch.com regional resource have worked with OneRain since the mid and late 1990s to build and grow the system, across multiple contracts. The earliest stations were installed in the 1980s and information from those sites can be queried directly from the StormWatch.com website. All data are collected and stored in the OneRain Contrail® database.

County-wide Flood Warning System for the City of Overland Park and Johnson County Kansas, and KCMO Metropolitan Area

StormWatch.com presents users with data collected from a flood warning system consisting of remote weather stations located throughout the Kansas City Metropolitan area.

OVERVIEW

The City of Overland Park purchased their original real-time flood warning system in response to a damaging flood in the Indian Creek watershed in June of 1984. In the mid 1990s they purchased OneRain's StormWatch software (known as DIADvisor™). In the late 1990s, the Flood Warning system was expanded County-wide with City staff responsible for the maintenance of the field equipment. OneRain was the company hired to integrate the new sites and to provide the expanded software architecture.

OP/JoCo's neighbor to the east, Kansas City, MO, built their own flood early warning system and hired OneRain starting in the late 1990s to provide their software at two base station locations. OneRain has also provided historical Gauge-Adjusted Radar Rainfall data analysis for KCMO modeling projects on the Stormwater management side.

In 2007, the City and Johnson County acquired OneRain's Contrail® software to be the new data collection and validation platform for their system going forward. Contrail powers the site, StormWatch.com. Servers at two geographically separated base stations receive sites replicate data between one another in real time, forming a highly available redundant architecture. A third server at KCMO completes the redundancy.

More recently, OneRain has helped OP/JoCo/KCMO lead the next generation evolution in real-time early warning system technology, ALERT2™. The metro area system was the first to have made the transition of their primary line-of-sight radio telemetry network from ALERT to ALERT2.



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TAB F – PRICING PROPOSAL

EARLY WARNING FLOOD MANAGEMENT FOR NCTCOG

Description	Price	% Discount off Catalog Price
Options		
1. Entry Tier <ul style="list-style-type: none"> - Single, view-only client in a shared resource of agencies without a gauging network - Agency Branded website to direct the public - Visualization and download regional data as CSV or tab forms - Alarms on shared regional rain, stream level, air temperature gauges - Easily edit dashboards or the homepage - Understanding and approaching storm intensity with gauge adjusted radar 	\$1,800/year	5%
2. Intermediate Tier <i>Everything in Entry Tier Plus:</i> <ul style="list-style-type: none"> - Collect, visualize, store, and alarm on agency-owned network data. - Access to regional gauges to visualize and alarm. - Download regional and local gauge data as CSV, Excel, or tab formats. - Send data to NWS 	\$5,700/year	5%
3. Advanced Tier 1 Dedicated resource for agencies with a gauging network under 100 sensors: <ul style="list-style-type: none"> - Dedicated cloud resource for maximum performance, flexibility, and resiliency. - Collect, visualize, store, and alarm on agency-owned gauging network data - Access to regional gauges to visualize and alarm - Download regional and local gauge data as CSV, Excel, or tab format. - Agency-branded website to direct the public - APE access for integration into third-party websites - Send data to NWS - Advanced reporting for network maintenance and full data download - Two-way control module to remotely activate barrier gates or lights - Collect additional data sources via generic data agent - Configure the software to meet agency's needs 	\$8,470/year	5%

X No locally-hosted instance		
4. Advanced Tier 2	\$14,520/year	5%
Dedicated resource for agencies with a gauging network with unlimited number of sensors <ul style="list-style-type: none"> - Dedicated cloud resource for maximum performance, flexibility, and resiliency. - Collect, visualize, store, and alarm on agency-owned gauging network data. - Access to regional gauges to visualize and alarm. - Download regional and local gauge data as CSV, Excel, or tab format. - Agency-branded website to direct the public. - APE access for integration into third-party websites - Send data to NWS. - Advanced reporting for network maintenance and full data download - Two-way control module to remotely activate barrier gates or lights. - Collect additional data sources via generic data agent. - Configure the software to meet agency's needs. 		
X No locally-hosted instance		
Mission Critical Tier		
5. Redundancy Tier	\$38,830 Year 1	5%
Dedicated cloud resource and local instance for agencies with mission critical need		\$20,570/year
<ul style="list-style-type: none"> - Dedicated cloud resource for maximum performance, flexibility, and resiliency. - Collect, visualize, store, and alarm on agency-owned gauging network data. - Access to regional gauges to visualize and alarm. - Download regional and local gauge data as CSV, Excel, or tab format. - Agency-branded website to direct the public. - APE access for integration into third-party websites - Send data to NWS. - Advanced reporting for network maintenance and full data download - Two-way control module to remotely activate barrier gates or lights. - Collect additional data sources via generic data agent. - Configure the software to meet agency's needs. 		
6. High Redundancy Tier	\$53,240 Year 1	5%

<p>Two dedicated cloud resource and local instance for agencies with mission critical need</p> <ul style="list-style-type: none"> - Two cloud resources are nun in separate data centers, as well as a local instance for ultimate flexibility, resiliency, and redundancy. - Ideal for agencies that need to view data during power outage or internet failure. - Collect, visualize, store, and alarm on agency-owned gauging network data. - Access to regional gauges to visualize and alarm. - Download regional and local gauge data as CSV, Excel, or tab format. - Agency-branded website to direct the public. - APE access for integration into third-party websites - Send data to NWS. - Advanced reporting for network maintenance and full data download - Two-way control module to remotely activate barrier gates or lights. - Collect additional data sources via generic data agent. - Configure the software to meet agency's needs 	\$35,000/year	
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TAB G – REQUIRED ATTACHMENTS

ATTACHMENT I: INSTRUCTIONS FOR PROPOSALS COMPLIANCE AND SUBMITTAL

Compliance with the Solicitation

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

Acknowledgment of Insurance Requirements

By signing its submission, Offeror acknowledges that it has read and understands the insurance requirements for the submission. Offeror also understands that the evidence of required insurance may be requested to be submitted within ten (10) working days following notification of its offer being accepted; otherwise, NCTCOG may rescind its acceptance of the Offeror's proposals. The insurance requirements are outlined in Section 6.04.

Name of Organization/Contractor(s):

OneRain, Inc. an AEM Brand

Signature of Authorized Representative:

DocuSigned by:
Daniel W. O'Connell
A271AE37A173401...

Date: 29 August 2023

**ATTACHMENT II:
CERTIFICATIONS OF OFFEROR**

Name of Organization/Contractor(s):

OneRain, Inc. an AEM Brand

Signature of Authorized Representative:

DocuSigned by:
Daniel W. O'Connell
A271AE37A173401...

Date: 29 August 2023

**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):

OneRain, Inc. an AEM Brand

Signature of Authorized Representative:

DocuSigned by:
Daniel W. O'Connell
A271AE37A173401...

Date: 29 August 2023

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 subawards at all tiers and that all sub-recipients shall certify accordingly.

Name of Organization/Contractor(s):

OneRain, Inc. an AEM Brand

Signature of Authorized Representative:

DocuSigned by:
Daniel W. O'Connell
A271AE37A173401...

Date: 29 August 2023

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

OneRain, Inc. an AEM Brand 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 OneRain, Inc. an AEM Brand 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):

OneRain, Inc. an AEM Brand

Signature of Authorized Representative:

DocuSigned by:
Daniel W. O'Connell
A271AE37A173401...

Date: 29 August 2023

**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):

OneRain, Inc. an AEM Brand

Signature of Authorized Representative:

DocuSigned by:
Daniel W. O'Connell
A271AE37A173401...

Date: 29 August 2023

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	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</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-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>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> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> <p>DocuSigned by:</p> <p><i>Daniel W. O'Connell</i></p> <p><small>A271AE37A173401...</small></p> <p>Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 35%; text-align: center;"> <div style="border: 1px solid black; padding: 5px; display: inline-block;">29 August 2023</div> <p>Date</p> </div> </div>		

**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):

OneRain, Inc. an AEM Brand

Signature of Authorized Representative:

DocuSigned by:
Daniel W. O'Connell
A271AE37A173401...

Date: 29 August 2023

**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.

Daniel O'Connell, Chief Legal Officer
(Printed/Typed Name and Title of Authorized Representative)

DocuSigned by:
Daniel W. O'Connell Signature
A271AE37A173401...

Date: 29 August 2023

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

Historically Underutilized Businesses (HUBs), minority or women-owned or disadvantaged businesses enterprises (M/W/DBE) are encouraged to participate in the solicitation process. Representatives from HUB companies should identify themselves and submit a copy of their certification.

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

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

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

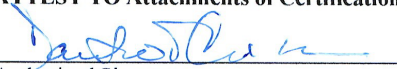
North Central Texas Regional Certification Agency
624 Six Flags Drive, Suite 100
Arlington, TX 76011
(817) 640-0606
<http://www.nctrca.org/certification.html>

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

Indicate all that apply:

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

ATTEST TO Attachments of Certification:


Authorized Signature

DANIEL W. O'CONNELL Aug. 11, 2023
Typed Name Date

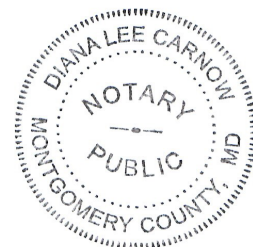
Subscribed and sworn to before me this 11 day of August (month), 2023 in

Olney (city), Montgomery (county), Maryland (state).



SEAL

Notary Public in and for Montgomery (County),
State of Maryland Commission expires: 05/20/2026



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

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

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

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment. Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g., phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

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

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

Daniel O'Connell, Chief Legal Officer

OneRain, Inc. an AEM Brand

29 August 2023

DocuSigned by:
Daniel W. O'Connell
A271AE37A173401...

-OR-

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

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

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

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

A) means, with respect to the entity or association, to:

- I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
- II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
- III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

B) An exception to this provision excludes the following: I. contracts with a sole-source provider; or

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

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

**SIGNATURE OF AUTHORIZED
PERSON:**

DocuSigned by:
Daniel W. O'Connell
A271AE37A173401...

NAME OF AUTHORIZED PERSON:

Daniel O'Connell, Chief Legal Officer

NAME OF COMPANY:

OneRain, Inc. an AEM Brand

DATE:

29 August 2023

-OR-

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

**SIGNATURE OF AUTHORIZED
PERSON:**

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

BOYCOTTING OF CERTAIN ENERGY COMPANIES

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

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

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

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

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

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

DocuSigned by:
Daniel W. O'Connell
A271AE37A173401...

Daniel O'Connell, Chief Legal Officer

OneRain, Inc. an AEM Brand

29 August 2023

-OR-

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

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

EXHIBIT A

Description of Desired Categories for Proposed Pricing BASIC REQUIREMENTS.

Proposal Item #1: Early Warning Flood Software and Training Services A. Software Platform Requirements:

Should be a modified version of an existing off-the-shelf (OTS) product that is configurable to serve multiple customers. Custom developed or first-time prototype solutions are not desired. Must be produced and available for use within 3 (three) months of execution of the contract, including applicable training as outlined below in Proposal Item #1(C).

OneRain's Contrail software is commercial-off-the-shelf (COTS) software that is configurable to meet NCTCOG specific needs. Contrail was first introduced in 2005 and has been in constant and growing use since, currently serving more than 150 agencies across the U.S.

OneRain's team brings extensive experience and expertise in delivering real-time environmental information systems. Over the last 25 years we have successfully designed, implemented, and/or maintained, similar hydrologic warning systems for many agencies including public works departments, flood control districts, dam safety programs, and sewer authorities, for cities, counties, states, federal agencies, tribal lands, across the country.

Must include cloud-based data availability.

Contrail Multi-Agency Platform is the cloud-based managed and hosted application service edition of Contrail that delivers the feature set of our Contrail Web product.

Contrail Multi-Agency Platform's fixed annual subscription cost will allow NCTCOG's regional partners to extend and load the system with as many data sources, sensors and sites, web views, and support as many users as required.

The Contrail Multi-Agency Platform solution is automatically updated on a regular basis as we add new features and capabilities, as are all versions of the Contrail software product.

Must provide access to a dedicated software support staff that is available 24/7 that provides troubleshooting and diagnostics of software. Must be provided with formal system testing procedures.

OneRain has full-time dedicated software support staff available to answer questions on the phone, over email, and through remote desktop during business hours. Our support team has the knowledge and experience of working with systems end-to-end and is expert at configuration, troubleshooting, and training, to help your agency through any issue.

For our cloud-hosted services, OneRain maintains a 24/7 production support staff that takes turns with a primary and secondary support person during all hours, including nights, weekends, and holidays. The support staff is on call to respond to any system problems with OneRain's hosted services.

For clients operating their own local servers and data collection systems, OneRain also provides an optional extended 24/7 support service to help troubleshoot on premise issues.

All three of these services work in tandem to ensure that your systems are fully supported through any problems.

System diagnostics and evaluation options for hardware, including battery level, etc., must be built into software.

Contrail has built-in On-Demand reports specifically designed for evaluating and diagnosing hardware problems. The reporting tools enable the scheduling of daily evaluation of the performance of your hardware, identifying the most important problems for maintenance technicians to work.

Contrail Multi-Agency Platform reports provides a sensor-level snapshot of hydrometeorological activity over the period of interest. Insightful views provide the essential information you need to understand the behavior of each component of your network. Contrail reports serve the following functions:

- Analyze: Quickly sift through archived data
- Explore: Identify issues with sites and sensors

Capability must include data that is protected on a recoverable back-up system that includes all history collected on a virtual server. Must have the ability to perform automatic application updates (standard product releases).

Servers that are hosted by OneRain get two (2) database back-ups per week and all configurations and files are backed up once a week. In addition, all Sensor data and site/sensor information can be downloaded via Contrail's built-in Analytics engine by the end user system administrators.

Must include a web accessible user interface (login portals). The maintenance of this website will be the responsibility of the awarded respondent.

All system users and administrators can use the Web to access everything the application offers. The database architecture is multi-tenant, which means it can be configured for privacy of data within secured user domains. Each user domain is completely under the control of its own administrator(s), who in turn control user access (username/ password secured, public "guest") and user privileges. Different privileges can be assigned as appropriate to individual users (viewing data only, alarms viewing, alarms creation, maintenance of sensor and site data, web-site content editing, style and colors, fonts, display icons used, etc.).

For OneRain's cloud-hosted Contrail Multi-Agency Platform annual subscription product, OneRain provides all aspects of software maintenance, OS updates, application updates and new releases.

Must have the capability to interact with environmental hardware, such as rain gauges and water level sensors.

Contrail's smart interface is adaptive and responsive with performance optimized for Web-enabled mobile devices. Contrail is built on a single code base platform framework that maintains consistent

features and usability across various devices (smartphones, tablets and other mobile devices). No additional applications are required.

Must be compatible with all versions of commonly used internet browsers (Microsoft Edge, Mozilla Firefox, Google Chrome, Safari, etc.).

The user interface is a common web browser, and all recent browsers are supported.

Must include mobile phone accessible data that supports all major mobile operating systems (iOS, Android, etc.).

Contrail's smart interface is adaptive and responsive with performance optimized for Web-enabled mobile devices. Contrail is built on a single code base platform framework that maintains consistent features and usability across various devices (smartphones, tablets and other mobile devices). No additional applications are required.

Must ensure effective data migration (import historical data collected through other software).

OneRain has built tools in Contrail to upload historical data from other base station software. OneRain can provide a specific hourly cost estimate for this service depending on the system and software being migrated. OneRain can migrate all the historical data available from the available base stations into Contrail.

Must have the ability to import data from external websites and GIS sources, including National Weather Service, US Geological Service, and local data.

Data Agents actively retrieve, automatically and periodically, web-resident data sources such as USGS, NWIS, METAR, HADS, TIDES, RWIS and other sites of interest.

Must support ingestion of camera feeds; use of cloud-based servers. Must be capable of ingesting data from and delivering data to NEXRAD and CASA.

OneRain's Contrail can ingest and display NWS, NEXRAD, Ridge Radar, Gauge Adjusted Radar Rainfall, and QPF. The software also allows integration of any WMS service such as NWS watches and warnings.

Must provide redundant communication capabilities both for data input and customer access (radio, satellite, land lines, etc.)

Contrail can ingest data from partner telemetry systems. A subset of the list of available formats includes: ALERT, ALERT2, Array Collector (flexible input), California Data Exchange Center (CDEC), Campbell Scientific (CSI) LoggerNet, CSI Web API, CSV, Data Exchange API, DvCollector, NWS Flash Flood Guidance, GoData, HADS, GOES LRGS, METAR, Modbus, Radar Basin Average, Radar, RWIS NTCIP, NWS SHEF .A, NWS SHEF .E, StormLink™ Satellite A/A2 Concentrator, StormLink™ Satellite (IDP), StormLink™ Cellular Data, Sutron, TIDES, USGS, and YSI. New formats can be added either by OneRain as a project, or by agencies using our published Data Exchange API.

Must have the ability to control external devices such as warning lights, automated barricades, sirens, etc., with the ability to manually manipulate them for testing purposes.

OneRain can manually control external devices, such as warning lights, barricades and sirens, etc., through standard Contrail Administration tools as well as through dashboard widgets that are only accessible to users with the proper privilege level. Control is performed via standard protocols, such as ALERT and StormLink™ Satellite transmissions.

Data should be made publicly accessible in real time (all data accessible to the public should contain a disclaimer that the data is raw and should be used at their own risk).

All instances of Contrail Server provide a public view in real-time. Examples of agencies showing various public-facing views of Contrail (no login/password required) may be viewed by visiting OneRain's corporate website at <https://onerain.com/contrail-customers>

Data must be reported to the National Weather Service (NWS) and tied to the hydrologic radio frequency shared data system. 32 RFP 2023-060 • Data to be communicated using Automated Local Evaluation in Real Time (ALERT) and/or ALERT2 and other 2-way protocols. System must be able to process all protocols.

Contrail includes Data Collectors and Data Agents. Data Collectors receive real-time ALERT, ALERT2™, satellite, cellular and TCP/IP data. Data Agents actively retrieve, automatically and periodically, web-resident data sources such as USGS, NWIS, METAR, HADS, TIDES, RWIS and other sites of interest.

Data must be exportable to CSV, SHEF, API and other common format.

Multiple formats are available for automated exchange of data with other systems. Contrail's application programming interface (API) can enable many output data formats for use by other systems such as CSV, XML, Standard Hydrologic Exchange Format (SHEF), Hydstra, AQUARIUS, ASCII text, Excel. There's also a standard data exchange interface that can be accessed by authorized processes using scripts (e.g., Python, Perl, Java, VB.NET, etc.) on other platforms that wish to retrieve data from or offer data to Contrail.

Data must be compatible for use with ArcGIS. Must be able to integrate with local ArcGIS data and be able to upload to ArcGIS.

Contrail has a complete API that can be leveraged to access data from the application for ingestion into ArcGIS. In addition, we have worked with agencies to directly update feature-sets on their ArcGIS server.

Must be capable of providing an interactive and real-time map view of all monitored sites and sensors, with predefined user views configurable to individual needs.

Contrail Maps provide a general view of all your sites as an overlay on the map. The system administration allows creation of custom views that can be defaulted individually by user. This would allow individual cities, counties, or regional governments to have views tailored to their needs.

Your System Administrator may decide to offer other mapping options, Static Maps as well as the Pan-and-Zoom map, or one or the other. There are many alternative viewing options at this overview level; in Static Maps, you can change the look of the map by removing or adding features (layers), or

change the actual map through various filters allowing you to narrow your view to a specific type of sensor, map or view. In the Pan-and-Zoom Map, you can change the look of the map by changing the Basemap and selecting different Overlays and filters.

Must generate alerts based upon evaluation against user-defined trigger events to specified staff such as emergency responders, public information officers, etc.

Contrail can be programmed for automated delivery notifications to appropriate personnel to warn of possible flood conditions ensures time for actions that reduce risk, minimize losses and enhances public safety. At Contrail's core are the advanced warnings with reliable alarm delivery capabilities that support decision criteria and EAP notification procedures. Contrail's Alarm Manager administrative interface allows configuring of alarms rules based **on user-defined alarm thresholds**.

Administrators can create customized rules to trigger an alarm for any sensor or group of sensors within your program. We can help you establish alarm rules based on data so the program will generate a text or email message alerting appropriate contacts via text and/or email of conditions that require attention that involve one or multiple sensor readings.

Must be designed for all data to be exported and transferable to other databases and systems in the future, with ownership rights of all regional data retained by NCTCOG.

The solution we are proposing is a hosted service owned by OneRain, though all data collected is owned by the NCTCOG. At any time, should the NCTCOG want to take over the software ownership, NCTCOG would need to purchase a Contrail base station license for a local server. OneRain would configure and then copy the database to the new server. At that point, the NCTCOG would have complete control of the software and the data collected.

Software Security Requirements:

Proposers should outline their cybersecurity strategy and provide evidence of 3rd-party attestation of compliance with any of the following certifications or standards:

- a. NIST 800-171, 800-53, CSF***
- b. Texas CSF***
- c. ISO27001***
- d. SOC 2***
- e. FedRAMP f. TX-RAMP***
- g. Cloud Security Alliance STAR***
- h. PCI-DSS***
- i. HITRUST***

In the absence of 3rd-party attestation of compliance with the certifications or standards listed above, proposers should provide documentation around the following cybersecurity controls at a minimum:

- a. Cybersecurity strategy and governance***

OneRain's products and services employ appropriate best practices standards for data security, privacy and protection. The development team uses industry best practices to protect against common web cyber-attacks, such as standard database sanitization classes to protect against SQL Injection. OneRain implements a short maintenance window as a best practice for each server monthly to provide software updates. The server is rebooted in conjunction with updates to ensure that any critical security or OS kernel patches are applied correctly.

Customer data are only used by OneRain for the purpose of providing Contrail services. OneRain does not collect or use any personal information stored in Contrail. OneRain will not provide any third-party access to the data except as directed by the Customer or as required by law.

b. Risk management framework

OneRain does not currently use a defined risk management framework.

c. 3rd-Party/Supply Chain risk management

Any third party software leveraged in the application is reviewed, updated and tested regularly and packaged as part of the Contrail application, therefore all software that is part of Contrail is accessed through OneRain repositories and third-party content delivery networks or repositories are used.

d. 3rd-party penetration testing, including frequency

3rd party penetration testing is not currently implemented on a regular basis. However, OneRain leverages tools for automation of testing where possible including:

OWASP Zed Attack Proxy (ZAP)

Web application scanner for application security and penetration testing.

Amazon Inspector

Amazon Web Services (AWS) automated service that scans AWS instances for software vulnerabilities and unintended network exposure.

Test Complete

Test automation tool for automation of repetitive Web Portal functional test suites, Web Portal browser support testing, targeted Web Portal security tests, and Web Portal response time tests.

e. Data security

All user access to data will be through a web browser using a secure connection (TLS/SSL). Replication of data between Contrail instances is also performed using secure connections between servers.

f. Encryption in transit and at rest

OneRain uses AWS's Elastic Block Store (EBS) encryption tools, which allows for the encryption at the block-level storage including the database and other files on the volume. EBS encryption encrypts the data at rest inside the volume, all data moving between the volume and the virtual

server instance, all snapshots (and recovered volumes created from those snapshots). EBS encryptions is based on a standard AES-256 cryptographic algorithm.

All user access to data will be through a web browser using a secure connection (TLS/SSL). Replication of data between Contrail instances is also performed using secure connections between servers.

Data transmitted or collected from the field is encrypted where possible. For example, file-based data transfers can leverage SFTP versus insecure FTP. Additionally, for servers that OneRain hosts, API interactions including posting and retrieving data can be performed securely with https.

While OneRain works to secure data in transit, there are limitations based on transfer and protocol mechanisms. Many existing systems leverage FTP, UDP, and other non-secure connections. The limitation for secure connections may also be tied to existing hardware.

g. Data access by support personnel

Data is only accessed by qualified support personnel. All UI access is controlled by 2FA. Direct database and infrastructure access is performed by qualified support personnel and is restricted to specific use cases.

h. Personnel screening

We do perform background checks on all our US employees. It covers a 10 year period at the federal, state and county level. We also perform DMV checks on our field services team since they are in a driving role.

i. Physical security

AWS provides physical security for OneRain hosted solutions. System and Organization Controls (SOC) reports, including a SOC 2 Type 2 report, for AWS can be found at <https://aws.amazon.com/compliance/soc-faqs/>

j. Software development life cycle security and

k. Network access controls

OneRain releases software updates on a monthly, scheduled basis. For OneRain hosted solutions, we update all customers each month so that every agency is running the same version to ensure maintainability and supportability. During these software patches, both the Operating System and Contrail are updated to remediate known security vulnerabilities, protect against vulnerable functionality, maintain stability, and access the latest features in the software.

As part of our commitment to providing the highest level of service and system availability, OneRain publishes application and security release information as well as status information on our Contrail services, including current system status, incident reports, maintenance messages and release details. This site is accessible at <https://status.onerain.com/>.

l. Privileged level access controls

OneRain leverages standard AWS network capabilities for access control.

m. Disaster recovery and business continuity

Multiple user privilege levels allow administrators to secure access appropriate to user roles. Different privileges can be assigned as appropriate to individual users (viewing data only, alarms viewing, alarms creation, maintenance of Sensor and Site data, web-site content editing, style and colors, fonts, display icons used, etc.).

n. Software Development Framework

OneRain has internally documented disaster recovery plans and all changes to our environment are communicated via our Status page.

o. Software Development Framework

OneRain currently practices Agile development and management processes to deliver and deploy reliable software products and services. As part of the standard development process, OneRain's team leverages automated unit testing to ensure reliable data collection and performance before releasing new software versions. Contrail is built on open source, open standard platforms; Linux, Apache, Tomcat and MySQL are examples. Choosing open standard platforms provides OneRain with greater control over the fast-changing technology that underlies everything we count on.

TRAINING

Software Training Requirements:

A training plan targeted at the appropriate user level to include options for initial training as well as needed and refresher training to ensure effective use of the software.

Reference Manuals and Documentation

OneRain makes accessible through the application, all reference manuals, system administration manuals, API documentation and help documentation. All documentation is provided in PDF format for easy distribution and sharing with users. OneRain application documentation is updated with each release of the software, so support of the latest version is always available through the application.

Ongoing and Refresher Training

In addition to on-site training, OneRain offers a variety of ongoing online training sessions for our software and solutions. We provide a monthly complimentary online live webinar training series for Contrail system administrators who want to refresh or expand their knowledge of the software. Users and administrators are also invited to sign up for other on-line training sessions that are periodically scheduled as new features are introduced. Monthly on-line trainings are recorded and made available to online to client agencies.

Recording from past Contrail webinars can be found at:
<https://youtube.com/@OneRainIncLongmont>

Initial User and Administrator Training

For the Contrail Multi-Agency Platform, OneRain plans to limit costs by offering all subscribers the above-described ongoing and refresher webinar training including full access to recorded webinars at no additional cost.

For additional cost, OneRain can provide in-depth end-user, system administrator and server administrator training on site with the Agency's own system and data. OneRain's appointed Project Manager coordinates the training plan and schedule with NCTCOG once the system is set up and data is being collected.

On-site training for end-users, software administrators, and train-the-trainers, typically takes place over two (2) consecutive days and includes:

1. **Contrail User Training:** Detailed user interface, viewing data with map view and site lists; drilling down to sensor data. Use of single and multiple graphs. Retrieving historical data and exporting data. Overview of detailed help system.
2. **Contrail Administrator Training:** Setting up users and authorizing privilege levels, establishing sites and sensors, creating validation formulas, setting thresholds and creating alarm rules and notifications, acknowledging and clearing alarms, accessing alarm logs, accessing standard maintenance reports, modifying themes, adding content and links. Administration managers will be well equipped to transfer knowledge and train new users on the software.
3. **System Administration Training:** Detailed training on server access and usage. Full description and details of the architecture of the system, how all the components interface and details of each component. Troubleshooting and problem-solving processes are covered. This advanced training is designed for those responsible for maintaining the servers, applying software upgrades, and performing system failovers.

Customized live webinar training or additional on-site training that is tailored to a specific agency's needs may also be arranged at any time for additional cost.

Various methods of training to be provided (i.e., step-by-step manual, online platform, in-person, on demand video, etc.).

OneRain provides detailed training outlines for both online and in person training sessions, the Contrail Help manual is available as a living document in the software platform. As noted before the monthly Contrail training webinars are available on the OneRain YouTube channel.

The training plan shall outline an approach that ensures that sufficient instruction has been completed for entity to assume technical and functional responsibilities for executing program responsibilities with the new FWS software.

OneRain Training Outline

I. Introduction to Contrail Base Station

- a. Overview

- b. Architecture

II. Introduction to the Contrail User Interface

- a. Main Home Page & Menu
- b. List of Sites
 - i. Sensor Types
 - ii. Views
 - iii. Status Information
- c. Static Maps to Display Data
 - i. Sensor Types
 - ii. Layers/Overlays
- d. Pan & Zoom Maps to Display Data
- e. View Sensor Information
 - i. Status Information
 - ii. Raw Data
 - iii. Data Quality Flags
- f. Retrieving data
 - i. Data Selection
 - ii. Data Export
- g. Graphs
 - i. Thresholds
 - ii. Multiple Sensor Graphs
- h. Dashboards
- i. Bookmarks
- j. Reports
- k. Where to Find Online Help

III. General Overview of Scenarios

- a. Multi-Graph (different axes)
- b. Bookmarks – Live vs. Archival
- c. Verifying data after an alarm

Proposer shall describe qualifications of trainers, including years of experience training end-users on floodwarning software.

Mike Zucosky

As General Manager at OneRain Incorporated, Mike Zucosky brings valuable experience in Program and Project Management. Mike has managed installation and maintenance operations of flood alert systems for many government municipalities and districts at a local and national level to ensure high-quality operational hydrologic gauge data for functionality and public safety. He brings a unique blend of technical and business knowledge and is skilled in software development, client relationships, job costing, cash flow analysis and critical path scheduling. In summary he:

- Directs the development and deployment of mission critical data collection, visualization and dissemination software.

- Guides the development, testing and implementation of real-time data collection systems for high accuracy meteorological and hydrological gauging stations.
- Serves as the technical liaison between multiple clients and OneRain's software development team.
- Supports professional service activities including data collection network design and analysis.
- Supports training and customer onboarding.
- Participates in defining direction of software development and marketing.
- Contributes to development of data collection and visualization software.
- Develops and leads training for software products and field training programs for instrumentation hardware.
- Designs, organizes, schedules and manages projects with local and national government organizations, emergency management personnel and engineering firms.
- Is experienced with Linux, PHP, MySQL, Perl, Python, and other platforms.

M.B.A./Master of Business Administration, Colorado State University, Fort Collins, CO
B.S./Electrical Engineering, graduated Cum Laude, Case Western Reserve University, Cleveland, Ohio.

Lindsey Nytes

Lindsey Nytes is a powerhouse customer engagement manager and meteorologist for AEM with an impressive 10+ years of customer success expertise. She brings remarkable communication and data analytics skills, as well as an extensive background in atmospheric science that she earned from the University of Wisconsin-Madison through their Master of Science and Bachelor of Science programs.

At AEM, Lindsey facilitates client onboarding and training, provides ongoing education and technical support, reports and analyses data all while performing pre-release testing & troubleshooting on hydrometeorological software solutions. Additionally, Lindsey lends her instrumental knowledge to the sales engineering team with pre-customer sales engineering consultations and demonstrations. Lindsey is a reliable and knowledgeable problem solver, driven by the satisfaction of helping clients succeed with their hydrometeorological software solutions.

M.S./Atmospheric and Oceanic Sciences, University of Wisconsin-Madison Concentration: Tropical/Subtropical Interactions. Thesis: An Investigation of Temporal Variability in Jet Available Potential Energy B.S./Atmospheric and Oceanic Sciences, Spanish Language and Hispanic Studies, University of Wisconsin-Madison

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

Hardware shall include rain gauges, water level sensors, and/or related hardware or infrastructure utilized by flood-warning software.

OneRain is not bidding on hardware for this RFP.

Proposer shall describe hardware's compatibility with a variety of flood-warning software services.

OneRain is not bidding on hardware for this RFP.

Proposal shall describe hardware maintenance service plan options to ensure quality assurance (i.e., preventative maintenance, repairs, calibration, and quality assurance/control).

OneRain is not bidding on hardware for this RFP.

Proposal Item #3: Additional Related Services

Respondents are encouraged to submit and describe in detail in their proposal optional related features or services that would benefit TXShare entities but are not part of the minimum requirements of this RFP. Related features and services may include consulting services, additional maintenance, perpetual software licenses, increased service levels, alternative pricing options, etc. In its offer, Respondent must describe with specificity any proposed optional features or services. For pricing associated with optional items that exceed the minimum requirements of this RFP, Respondent must include a percentage discount associated with each proposed related feature or service on a separate pricing sheet or section titled "Related Features and Services".

OneRain is not bidding on hardware for this RFP.

New products and services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those services are within the scope of this RFP and include, but will not be limited to, new products added to the manufacturer's list offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the NCTCOG.

We understand that new products and services cannot be added to the Contract(s) during the term of this contract.

EXHIBIT B

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

Please reference Tab F above for our pricing proposal.

EXHIBIT C

RFP 2023-059	Texas Service Area Designation or Identification								
Proposer Name:	OneRain, Inc., an AEM Brand								
Notes:	<p>Indicate in the appropriate box whether you are proposing to service the entire State of Texas</p> <table border="1"> <tr> <td>Will service the entire State of Texas</td><td>Will not service the entire State of Texas</td></tr> <tr> <td></td><td>X</td></tr> <tr> <td colspan="2"></td></tr> </table> <p>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.</p>			Will service the entire State of Texas	Will not service the entire State of Texas		X		
Will service the entire State of Texas	Will not service the entire State of Texas								
	X								
Item	Region	Metropolitan Statistical Areas	Designated Service Area						
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area	X						
2.	High Plains	Amarillo Lubbock							
3.	Northwest	Abilene Wichita Falls							
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler							
5.	Southeast	Beaumont-Port Arthur							
6.	Gulf Coast	Houston-The Woodlands Sugar Land							
7.	Central Texas	College Station-Bryan Killeen-Temple Waco							
8.	Capital Texas	Austin-Round Rock							
9.	Alamo	San Antonio-New Braunfels Victoria							

10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission	
11.	West Texas	Midland Odessa San Angelo	
12.	Upper Rio Grande	El Paso	

RFP 2023-059	Nationwide Service Area Designation or Identification Form		
Proposer Name:	OneRain, Inc., an AEM Brand		
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	
		X	
	<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	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	We will only service North Central Texas; 16 counties in the Dallas-Fort Worth Metropolitan area	X
44.	Utah		
45.	Vermont		
46.	Virginia		
47.	Washington		
48.	West Virginia		
49.	Wisconsin		
50.	Wyoming		