

Response to RFP 2025-051

Submittal by US Intellwake for the Power QV solution

Statement of Respondent's Understanding

U.S. Intellwake understands the complex processes required to effectively manage and administer construction contracts. Through our PowerQV platform, we deliver a comprehensive digital solution designed to streamline workflows, eliminate paper-based inefficiencies, and enhance overall project transparency. Years of research, user feedback, and continuous improvement have shaped PowerQV into the most effective solution of its kind for municipal construction contract management.

By focusing on this often-overlooked segment of the municipal construction process, PowerQV empowers users with real-time insights and seamless communication across stakeholders. The platform enhances accuracy, drives efficiency, and reduces administrative burdens, ultimately saving time and money. Backed by the collective expertise of our team U.S. Intellwake delivers not only a best-in-class product but also an unmatched level of service and support.

Execute Summary

PowerQV was purpose-built to assist municipalities in the management and administration of construction contracts. Developed on the proven Intellwake information management system, PowerQV offers scalable, real-time access to critical project data, bringing together administrators, project managers, inspectors, construction leads, and other key stakeholders on a single, integrated platform.

The result is a transparent and collaborative environment where data is shared instantly, tasks are assigned and tracked efficiently, and all participants have visibility into project progress. Whether managing a single project or overseeing a contract with thousands of projects, PowerQV ensures that responsibilities are clearly defined and easily monitored. This transparency helps resolve discrepancies quickly, improves situational awareness, and leads to streamlined processes that save time and reduce costs.

At U.S. Intellwake, we view our customers as partners. We actively collaborate with users to identify opportunities for enhancement and streamline functionality, ensuring that PowerQV continues to evolve to meet their needs. Our commitment to innovation and customer success results in an exceptional user experience and consistently high levels of satisfaction.



TXShare

Your Public Sector Solutions Center

REQUEST FOR PROPOSALS
For
Electronic Invoicing & Reporting Software
RFP # 2025-051

Sealed proposals will be accepted until 2:00 PM CT, **March 26, 2025**, and then publicly opened and read aloud thereafter.

US Intelliwake, LLC
Legal Name of Proposing Firm

Kerry Augustine Partner
Contact Person for This Proposal Title

321-689-0966 kaugustine@intelliwake.com
Contact Person Telephone Number Contact Person E-Mail Address

735 Primera Blvd., Suite 125 Lake Mary/FL 32746
Street Address of Principal Place of Business City/State Zip

PO Box 4777 Winter Park/FL 32793
Mailing Address of Principal Place of Business City/State Zip

Kerry Augustine Partner
Point of Contact for Contract Negotiations Title

321-689-0966 kaugustine@intelliwake.com
Point of Contact Telephone Number Point of Contact Person E-Mail Address

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

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

COVER SHEET

SECTION 1: OVERVIEW

1.0 PURPOSE

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

The RFP is soliciting responses for an electronic invoicing software platform for entities of various sizes. The desired resource would be intuitive software that is widely compatible with modern operating systems, easy to navigate for all users, and provides real-time invoicing and billing reporting functions.

Services are solicited in these categories:

Category #1: Electronic Invoicing & Reporting Software

Category #2: Other Ancillary Goods or Services

Electronic invoice and reporting software typically offer a range of features designed to streamline financial processes and improve efficiency. Some features that help agencies improve accuracy, enhance transparency, and streamline operations may include:

- Automated Invoice Generation: Automatically create and send invoices, reducing manual errors and saving time.
- Seamless Integration: Integrate with accounting, ERP, and payment processing systems for end-to-end automation.
- Regulatory Compliance: Ensure compliance with tax regulations and VAT reporting, which is crucial for businesses operating in multiple jurisdictions.
- Real-Time Tracking and Reporting: Provide real-time tracking of invoices and detailed reporting to enhance financial visibility.
- Cost Efficiency: Reduce costs associated with paper invoices, printing, and mailing.
- Error Reduction: Minimize billing discrepancies through automated validation.
- Faster Payments: Speed up cash flow with real-time invoice processing.
- Support for Multiple Formats: Handle various electronic formats like XML, EDI, and PDF to ensure seamless data exchange.

The vendor shall thoroughly describe all services that it desires to provide in the proposal it submits.

1.0.1 Definitions:

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

1.0.2 Outcome

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

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

SECTION 2: TXSHARE COOPERATIVE PURCHASING PROGRAM

2.0 BENEFITS OF A COOPERATIVE PURCHASING PROGRAM

2.0.1 How Does a Cooperative Purchasing Program Work?

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

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

2.0.2 How Does a Government Entity Benefit?

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

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

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

2.0.3 How Does A Vendor Benefit?

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

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

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

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

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

2.0.4 Mutual Benefits

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

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

2.1 NCTCOG OVERVIEW

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

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

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

2.2 TXSHARE PROGRAM EXPLANATION

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

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

2.3 CONTRACT MANAGEMENT AND REPORTING

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

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

2.4 ADMINISTRATIVE FEE

TXShare will collect an administrative fee, in the form of a percentage of sales, that will apply to all sales between the contractor and public entities using the cooperative program awarded contract. NCTCOG is included as a public entity customer as it may also make purchases through the contract. The administrative fee will be remitted by the contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The administration fee for this program will be 2.5% of sales. This fee shall be calculated into your rate card and shall not be invoiced separately to the Customer.

2.5 INTERLOCAL AGREEMENT

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

2.6 STANDARD TERMS AND CONDITIONS

The NCTCOG Procurement Standard Terms and Conditions can be found at www.nctcog.org in the "Open Procurement" section, or by clicking [here](#). The standard insurance requirements are also found in the linked Terms and Conditions. Proposers shall certify its compliance with these requirements as part of their proposal response by completing the certifications included with the RFP document "Attachments" section. Failure to submit the required certification statement may be grounds for finding the proposal nonresponsive.

SECTION 3: GENERAL INFORMATION

3.0 CONTRACT INTENT

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

3.1 ADMINISTRATIVE GUIDANCE

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

3.2 ADDENDA

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

3.3 SOLICITATION SCHEDULE

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

The anticipated schedule is as follows:

RFP Issued	February 26, 2025	
Deadline for Questions	March 19, 2025	5:00 PM CT
Proposal Due Date	March 26, 2025	2:00 PM CT
Planned Contract Award	May 2025	

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

3.4 PRE-PROPOSAL CONFERENCE

None

3.5 QUESTIONS AND REQUESTS FOR CLARIFICATION (INQUIRY)

Questions arising subsequent to the issuance of this solicitation will be received until 5:00 PM CT on **March 19, 2025** and must be submitted electronically to www.publicpurchase.com. Questions received after this time may not be answered in sufficient time to benefit the vendor in preparing a proposal. General questions about the process may be answered directly to the inquirer. Any questions of a material nature that require clarification of, or additional information added to, the solicitation will be published via addenda posted to the Public Purchase website and available for viewing of all registered participants.

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

3.6 PROPOSAL SUBMISSION

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

Submission of your proposal must be through uploading the proposal via Public Purchase website no later than **2:00 PM CT on March 26, 2025**, the proposal due date. Proposals shall be made in English in a searchable PDF format. It is your responsibility to ensure that the proposals are properly uploaded as described above by the designated due date and time. NCTCOG assumes no responsibility for delays caused by any reason. Late proposals will not be accepted nor considered. Proposals may be withdrawn at any time prior to the submittal deadline, but they may not be withdrawn after the official opening.

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

3.7 PUBLIC OPENING

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

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

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

Meeting ID: 244 224 320 101

Passcode: Qa7f6rQ6

Dial in by phone

(903) 508-4574

Phone conference ID: 628 365 516#

SECTION 4: EVALUATION AND AWARD

4.0 TIME FOR EVALUATION

Unless stated otherwise elsewhere in this Request for Proposals, all proposals of qualification submitted shall remain valid for a minimum of 120 calendar days after the due date to allow adequate time for evaluation and award.

4.1 EVALUATION PROCESS

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

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

4.2 BAFO AND CLARIFICATION REQUESTS

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

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

4.3 ORAL PRESENTATIONS

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

4.4 AWARD OF THE CONTRACT

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

4.5 PROPOSAL EVALUATION CRITERIA

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

Base Criteria	Description	Points
Key Personnel	Points will be awarded if the proposal contains the required information regarding Key Personnel , as outlined in greater detail in Section 6 Tab B .	5
References	Points will be awarded if the proposal contains the required information regarding References , as outlined in greater detail in Section 6 Tab C .	5
Project-Related Experience and Qualifications	Points will be awarded based on the quality of response to the requirements of Section 6 Tab D .	20
Technical Proposal	Points will be awarded based on the quality of response to the requirements of Section 6 Tab E .	50
Proposal Pricing	Points will be awarded based on responses to the requirements of Section 6 Tab F .	20
TOTAL BASE POINTS		100

Bonus Criteria		Bonus Points
<i>Proof of HUB Certification</i>	Points will be awarded upon submission of proof of certification as a Historically Underutilized Business (HUB) (Exhibit IX) under the requirements of Section 6 Tab G .	5

SECTION 5: SPECIFICATIONS

5.0 SCOPE OF WORK

NCTCOG's TXShare purchasing cooperative is seeking solutions-based proposals from vendors to supply electronic invoicing and reporting software services. The desired outcome of this RFP is to retain one or more contractor(s) to supply municipalities, counties, school districts and other government agencies on an as-needed basis with the services listed below:

Category #1: Electronic Invoicing & Reporting Software

Category #2: Other Ancillary Goods or Services

This is a solutions-based solicitation, so your proposal shall include a narrative that describes your ability to provide a solution to one or more of the categories listed.

5.0.1 Purpose

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

5.0.2 Category Offer

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

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

5.1 TECHNICAL SPECIFICATIONS

Please understand that there is no specific work to be ordered at this time. The awarded contract(s) will be for work to be determined in the future on an as-needed basis by one or more members of the TXShare cooperative that choose to utilize the contract(s).

The Contractor shall furnish all labor, tools, equipment, materials, and supplies required to effectively perform the services in accordance with the specifications described herein. All travel time or mileage is the responsibility of the Contractor **unless** explicitly stated otherwise in your proposal.

IMPORTANT: In your proposal, please provide a detailed narrative describing your product/service and address the following items as may be applicable and number your responses correspondingly:

In your proposal, please describe how your solution meets or exceeds each of the following:

5.1.1 Rapid Contract & Project Setup

5.1.1.1 Describe how you provide a rapid Excel-based import utility that allows for quick and easy setup of new contracts and projects.

5.1.1.2 Describe how the solution is tailored to allow entity to import data elements (for example: stations, project names, descriptions, costs, lane miles, etc.) in a way that optimizes tracking of the information that is important to them.

5.1.1.3 Describe the hosting option for the solution (e.g. cloud, in-house managed, etc.)

5.1.1.4 Describe the scalability of the proposed solution.

5.1.1.5 Describe similar solutions that have been implemented by other government entities, if any.

5.1.2 Quantity Verification Collaboration with Contractors

- 5.1.2.1 Are you capable of capturing quantities/inventories, notes and photographs from the field from both contractors and entity employees, such as inspectors and supervisors, and report them to city/municipal administrators in a timely manner?
- 5.1.2.2 Does your data captured have the ability to download to customer's computers in original resolution? Example: pictures taken in the field will be able to be downloaded in original format/resolution and not a thumbnail version.
- 5.1.2.3 Describe how the solution would support individual agency procedures such as varying layers of review, inspection and sign-off requirements, data retention requirements, etc.
- 5.1.2.4 Describe how the solution would store and extract data from various file formats (e.g. Microsoft Word, Microsoft Excel, PDF, etc.).
- 5.1.2.5 Describe the solution's capacity to generate e-mail alerts for vendors at various milestones such as successful invoice submission, invoice approval, and payment request entered.
- 5.1.2.6 Describe the solution's capacity to allow contractors to customize how and when alerts are generated and transmitted.
- 5.1.2.7 Describe the solution's capacity to allow contractors to view real-time status updates.

5.1.3 Track Daily Construction/Project Progress with Analyzable Data

- 5.1.3.1 Can your solution provide inspectors and supervisors with a structured daily construction/project progress report that allows the customer to track data? For example: weather conditions, inclement weather days, contractor/personnel on-site. The intent of capturing this data will be to provide department end-users with improved data analytics for topics such as liquidated damage.

5.1.4 Optimized Monthly Billing and Reporting

- 5.1.4.1 Is your solution capable of generating invoices at a "Project" level and capture data from the field in real-time?
- 5.1.4.2 Does your solution include a licensing structure that allows multi-use by contractors to directly log information into the system? i.e. monthly billings and reporting are simple exports from the system that aggregate data from past months, show the activities from current month, and provide projections based on budgetary information loaded in the system.

5.1.5 Contract & Project Portfolio Management

- 5.1.5.1 Is your solution capable of reporting the status (i.e. Pre-Construction, Under Construction - %, Construction Substantially Complete – 95%, Construction Complete – In Warranty) of all CIPs, thus allowing project managers and administrators to handle the day-to-day operations and to quickly identify potential issues in real-time?
- 5.1.5.2 Does your solution provide multiple views including but not limited to executive overview of projects and visual graphs, that will report the progress of all projects for easy visibility into the current status of any given project?

5.1.6 Reporting/Analysis and Data Ownership

- 5.1.6.1 Does your solution have an archival feature whereby all data that's inputted through the system will always retain the sole ownership of the customer? Thus, allowing project managers and administrators to leverage this information to aid in future planning.
- 5.1.6.2 Does your solution provide an Average Unit Pricing report and Vendor Performance report?
- 5.1.6.3 Describe how the solution would handle data retention, including archiving, data exportation and restoring historical data.
- 5.1.6.4 Describe the access requirements for various users of the proposed solution, including, but not limited to, City agencies, contractors, and other authorized end-users.
- 5.1.6.5 Describe backup and recovery for the proposed solution.
- 5.1.6.6 Describe how the solution would handle remote access from outside customer firewalls.

5.1.7 Functionality

- 5.1.7.1 Is the solution able to be operated on all major platforms i.e. IOS, Android etc.?
- 5.1.7.2 Is the software intuitive, easy to navigate and user-friendly?
- 5.1.7.3 Describe how the solution integrates with financial management or accounts payables, or other contractor portal applications.
- 5.1.7.4 Describe the level of effort, including cost, of building interfaces to other customer systems.

5.1.8 Invoice Review

- 5.1.8.1 Describe how the solution would handle communication between agency staff and vendors during review process, including when additional documentation is requested.
- 5.1.8.2 Describe how the solution would handle situations in which invoices are submitted to one agency and approved and paid by another.
- 5.1.8.3 Describe how the solution would support bundling multiple invoices into one payment after approval and how the solution would differentiate between contracts and invoices covered by a single payment.
- 5.1.8.4 Describe how the solution would support contract compliance by tying invoiced items to contract agreements.
- 5.1.8.5 Contract lines may be closed out when the line amount is fully paid or left open if the line is partially paid. Describe how the solution would support contract line management during the process from invoice receipt to payment request entry.
- 5.1.8.6 Describe how the solution would handle and track invoices and payment when partial invoice payment is approved (e.g. when certain invoiced items are approved but others remain under review).

5.1.9 Assumptions

Your proposed solution is to meet the following requirements, unless you specifically state otherwise.

- 5.1.9.1 Entity to define and manage tailoring and customizations to be delivered in accordance with their business needs and/or industry.
- 5.1.9.2 Tailoring and customizations will be capped at three months of effort and tracked by customer. Additional customizations either outside the scope of work, or significantly more complex requirements, will be communicated to customer to gain approval prior to moving forward with said customizations.
- 5.1.9.3 Respondents must be able to effectively communicate and manage projects remotely if desired by customer. However, customers may be available through a live on-line meeting platform(s) such as Teams, Zoom, etc. as well as on-site meetings at the entity's discretion.
- 5.1.9.4 Respondents licensing structure should allow for unlimited storage, and access to all project stakeholders.

5.2 **RELATED EXPERIENCE AND QUALIFICATIONS**

Please address the following areas in your narrative.

- 5.2.1 Provide a general organizational chart for customer service issues.
- 5.2.2 How will your support team interface with Customer?
- 5.2.3 Are there any goods or services not outlined in the Scope of Work that you wish to offer?
- 5.2.4 Describe your experience working with government agencies as customers.
- 5.2.5 Any major requirements that cannot be met by your firm?
- 5.2.6 List the business location(s) out of which your firm's team members will work from. You are encouraged to provide options to cover other geographic areas besides the Dallas/Fort Worth area.
- 5.2.7 Provide a general overview of your company including its size, years in business, experience and major clients. How long have you been specifically in this type of business?

- 5.2.8 Describe your invoicing process. Payment terms? Is payment by credit card accepted?
- 5.2.9 Include a list of similar contracts (five or so preferably) awarded within the last 5 years.
- 5.2.10 Identify any contracts within the past three years that have been terminated due to non-performance.
- 5.2.11 State the warranty that may apply to the goods or services you are proposing.
- 5.2.12 What sets your business apart from your competitors?
- 5.2.13 Who is your point of contact for sales?
- 5.2.14 How long after an order will it take to deliver and implement the solution? What is a typical schedule?
- 5.2.15 What quality control measures do you have in place?
- 5.2.16 What are some current issues that may affect your ability to meet demand?
- 5.2.17 Identify any subcontractors or third-party services that will be utilized in the performance of your contract.
- 5.2.18 Describe and clearly indicate any exceptions to the specifications or requirements found in this RFP.
- 5.2.19 Provide any other additional information you feel is necessary that describes why your firm is the best choice.

5.3 OTHER REQUIREMENTS

5.3.1 Order for Work

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

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

5.3.2 Award

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

5.3.3 Vendor Performance

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

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

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

shall apply to all subcontractors.

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

5.4 GENERAL INFORMATION

5.4.1 Objectives.

The Master Agreement awarded for TXShare may cover a variety of services. Each Customer that selects to utilize the Master Agreement will negotiate the specific services it needs into a Supplemental Agreement with a customized SOW for that Customer. All proposals must be made based on, and either meet or exceed, the requirements contained herein.

5.4.2 Service Area.

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

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

5.4.3 Service Category Offer.

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

5.5 CONTRACT TYPE

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

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

5.6 CONTRACT TERM

A contract resulting from this RFP shall be effective for 24 months from the effective date of the contract. The effective date will be on or after June 25, 2025. The exact date will be determined by the NCTCOG at the time of contract award. This contract will automatically renew for up to three (3) additional one-year periods, not to exceed five (5) years in total, unless earlier terminated as provided herein. NCTCOG reserves the right not to renew at its discretion.

5.7 WARRANTY/GUARANTEE

Please state in your proposal what warranty or guarantee may apply to the goods or services you are proposing.

5.8 CATALOGS

Responding Offerors are requested to submit a proposal that will contain a schedule of goods or services line that would qualify under one or more of the Categories stated in Section 5.0 of these specifications. This schedule is commonly referred to as a “catalog”.

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

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

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

5.9 QUALITY

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

5.10 NEW GOODS AND SERVICES

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

5.11 ALL OR NOTHING AWARD

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

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

5.12 PRICING

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

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

5.12.1 Catalog

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

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

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

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

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

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

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

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

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

5.12.2 General Proposal Information

You must clearly identify which Category your pricing submittal applies to.

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

Any good and or service that your business sells and reasonably meets one of the category descriptions of this RFP, may be proposed. However, they all require pricing by either unit price or discount from list in the proposal. The list pricing may be by a schedule attached to your proposal or by a weblink to your business catalog. The pricing information, including link, are to be attached to the Price Sheet included in this RFP.

NOTE: Only goods or services categories that have pricing submitted in the proposal (either by unit cost or percentage discount off of list) are eligible for purchase through a contract award. You may propose pricing in a manner that works best for you to prepare your customized quotes to customers, but the pricing must be stated in such a manner that must be capable of audit by the customer.

5.12.3 Exhibit 1 - Categories Offered, Discounts for Pricing & Current Catalog – All bidders must complete this form to indicate which categories they are offering in their proposal. Check the appropriate space. If you

are offering an “Other Ancillary Good or Service”, you must list those goods/services as a separate Category in order for the goods/services to be considered for award.

5.12.4 Exhibit 2 – Price List

FOR EVALUATION PURPOSES ONLY: Respondents shall submit a copy of, or a link to, their current published price list.

5.12.5 Exhibit 4 – Sample Market Basket

A vendor submitting a proposal in response to this RFP may be requested to complete a **Sample Market Basket Pricing Form - Exhibit 4** of this RFP package. The request will be made to provide supplemental information to the initial proposal that the vendor submitted. If used, the Exhibit 4 will be requested from the responding vendors during the evaluation phase.

5.12.5 Price Escalation/De-escalation.

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

A discount percentage increase may be made at any time and without written agreement. Further, the awarded vendor may negotiate more favorable pricing discount terms with the individual customer based on quantity or other conditions of purchase without seeking approval from NCTCOG. For unit price contracts (if applicable) a change to unit prices in a contract must be approved via mutual execution of an amendment to the contract. In the event of price decreases, an executed amendment is not required. If applicable, a copy of, or link to, the vendor’s current pricelist should be submitted with the Proposal.

5.12.6 Sales Tax & Freight.

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

SECTION 6: HOW TO SUBMIT YOUR PROPOSAL

6.0 INSTRUCTIONS FOR RESPONDENTS

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

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

Required Response Information

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

6.1 TAB A - COVER PAGE & STATEMENT OF UNDERSTANDING

The initial submission pages of your proposal will consist of:

- Cover Page of this solicitation document.
- A brief statement of the respondent’s understanding of the work to be done or desired deliverables requested in the solicitation.

6.2 TAB B - KEY PERSONNEL

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

6.3 TAB C - REFERENCES

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

6.4 TAB D - PROJECT-RELATED EXPERIENCE AND QUALIFICATIONS

Proposals will be evaluated based on experience and qualifications in providing the requested goods/services.

Provide a written response regarding the firm's and/or individual's ability to meet each requirement outlined in Section 5.2 of the Specifications. Number each of your answers to match those in Section 5.2. **FAILURE TO DO SO MAY IMPACT YOUR SCORE.**

6.5 TAB E - TECHNICAL PROPOSAL

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

Provide a written response regarding the firm's and/or individual's ability to meet each requirement outlined in Section 5.1 of the Specifications. Failure to provide written responses to items indicated in this section may be interpreted by NCTCOG as an inability by the firm to provide the requested product, service or function. Number each of your answers to match those in Section 5.2. **FAILURE TO DO SO MAY IMPACT YOUR SCORE.**

6.6 TAB F - PRICING

Respondents must include in their proposal a discount(s) off list pricing for the good/services they choose to offer on Exhibit 1 by entering the discount on the EXHIBIT 1 – WORKSHEET. In addition, a current list price will be included in Exhibit 2. Include these two exhibits under TAB F.

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

6.7 TAB G - REQUIRED ATTACHMENTS

Include signed copies of all of the **ATTACHMENTS I through XI** that are applicable to your entity along with the completed **Exhibit 3** found in the back of this solicitation document. **FAILURE TO SUBMIT THE REQUIRED ATTACHMENTS MAY SUBJECT YOUR PROPOSAL TO DISQUALIFICATION AS NON-RESPONSIVE.**

CHECKLIST

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

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

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

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

Compliance with the Solicitation

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


Compliance with the NCTCOG Standard Terms and Conditions

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

Acknowledgment of Insurance Requirements

By signing its submission, Offeror acknowledges that it has read and understands the insurance requirements for the submission. Offeror also understands that the evidence of required insurance must be submitted within ten (10) working days following notification of its offer being accepted; otherwise, NCTCOG may rescind its acceptance of the Offeror's proposals. The insurance requirements are outlined in Section 2.6 - General Terms and Conditions.

US Intellwake, LLC
Vendor Name


Authorized Signature

Kerry A Augustine
Typed Name

March 20, 2025
Date

**REQUIRED ATTACHMENT II:
CERTIFICATIONS OF OFFEROR**

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

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

US Intellwake, LLC

Vendor Name



Authorized Signature

Kerry A Augustine

Typed Name

March 20, 2025

Date

**REQUIRED 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 any of the qualifications in this certification, such prospective recipient shall attach an explanation to this certification form.

US Intelliwake, LLC

Vendor Name



Authorized Signature

Kerry A Augustine

Typed Name

March 20, 2025

Date

REQUIRED
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.

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

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

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

US Intellwake, LLC

Vendor Name



Authorized Signature

Kerry A Augustine

Typed Name

March 20, 2025

Date

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

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

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

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

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

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

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

Notifying the employees in the subcontractor's policy Proposal that as a condition of employment under this subcontract, employees shall abide by the terms of the policy Proposal and notify 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.

US Intelliwake, LLC

Vendor Name



Authorized Signature

Kerry A Augustine

Typed Name

March 20, 2025

Date

**REQUIRED ATTACHMENT VI:
DISCLOSURE OF CONFLICT OF INTEREST AND
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 contractors 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.

US Intellwake, LLC
Vendor Name



Authorized Signature

Kerry A Augustine
Typed Name


March 20, 2025
Date

**REQUIRED 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.

US Intellwake, LLC

Vendor Name



Authorized Signature

Kerry A Augustine

Typed Name

March 20, 2025

Date

**REQUIRED 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.

US Intellwake, LLC
Vendor Name


Authorized Signature

Kerry A Augustine
Typed Name

March 20, 2025
Date

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

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

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

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

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

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

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

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

Vendor to Sign Below to Attest to Validity of Certification:

US Intelliwake, LLC

Vendor Name



Authorized Signature

Kerry A Augustine

Typed Name

March 20, 2025

Date

**REQUIRED 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 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.**

US Intelliwake, LLC

Vendor Name



Authorized Signature

Kerry A Augustine

Typed Name

March 20, 2025

Date

-OR-

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

Vendor Name

Authorized Signature

Typed Name

Date

(Continued on next page)

(REQUIRED)

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.**

US Intellwake, LLC

Vendor Name



Authorized Signature

Kerry A Augustine

Typed Name

March 20, 2025

Date

-OR-

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

Vendor Name

Authorized Signature

Typed Name

Date

(Continued on next page)

(REQUIRED)
BOYCOTTING OF CERTAIN ENERGY COMPANIES

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

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

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

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

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

US Intelliwake, LLC

Vendor Name



Authorized Signature

Kerry A Augustine

Typed Name

March 20, 2025

Date

-OR-

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

Vendor Name

Authorized Signature

Typed Name

Date

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 <div style="border: 1px solid black; height: 150px; margin-top: 5px;"></div>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;">US Intellwake, LLC</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; font-size: 1.2em;">Kerry A Augustine</p> <p style="text-align: center; font-size: 0.8em;">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 checked="" 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 checked="" 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; margin-top: 20px;"> <div style="width: 45%;"> <p style="text-align: center;"></p> <p style="text-align: center; font-size: 0.8em;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%; text-align: right;"> <p style="font-size: 1.2em; margin: 0;">March 20, 2025</p> <p style="font-size: 0.8em; margin: 0;">Date</p> </div> </div>		

EXHIBIT 1
CATEGORIES OFFERED, DISCOUNTS FOR PRICING & CURRENT CATALOG

- **Category Offering:**

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

 X Category #1: Electronic Invoicing & Reporting Software

 Category #2: Other Ancillary Goods or Services

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

For each of the categories you selected above, provide your proposed **discount** on your list price on the attached ***Exhibit 1 - Discount Worksheet***. You may offer tiers of discounts based on the different bid items or the sale quantity.

- **Current Catalog Link**

For the items you are proposing in each category, please provide your current catalog (either a printed copy or a web link).

Check One:

☐ Printed Catalog Attached to This Exhibit 1.

☒ Use This Web Link to Catalog: **www.powerqv.com**

EXHIBIT 1 - WORKSHEET

PROPOSED DISCOUNT FOR RFP #2025-051

Category #1: Electronic Invoicing & Reporting Software

Item	Description	% Discount Off Your Published List Price
------	-------------	--

1 Describe Your Subcategories Below*:

A	PowerQV Electronic Invoicing & Reporting software	17%
B		
C		
D		
E		
F		

*You may add additional pages if you are proposing further subcategories.

Category #2: Other Ancillary Goods or Services

Item	Description	% Discount Off Your Published List Price
-------------	--------------------	---

2

Describe Your Subcategories Below*:

A		
B		
C		
D		
E		
F		

*You may add additional pages if you are proposing further subcategories.

EXHIBIT 2 PRICE LIST

A. Current Published Price List for Items Offered

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

Check One:

- ☒ Printed Copy of Price List Attached to This Exhibit 2.
- ☐ Use This Web Link to Price List: _____

NOTE: The current price list included in EXHIBIT 2 will NOT be a part of your contractual obligation and may be modified at your discretion during the term of any contract that is awarded to you. Only the Proposed Contractual Discounts on Pricing for Categories Offered entered on the EXHIBIT 1 – WORKSHEET will be contractually obligated.

You are however requested to provide us with the newest version of the current price list whenever it is updated.

EXHIBIT 3
SERVICE DESIGNATION AREAS

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

(Exhibit 3 continued on next page)

Nationwide Service Area Designation or Identification Form							
Proposing Firm Name:	US Intellwake, LLC						
Notes:	<p>Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.</p> <table border="1"> <tr> <td>Will service all fifty (50) states</td> <td>Will not service fifty (50) states</td> </tr> <tr> <td></td> <td>X</td> </tr> </table> <p>If you are not proposing to service to all fifty (50) states, then designate on the form below the states that you will provide service to. By designating a state or states, you are certifying that you are willing and able to provide the proposed goods and services in those states.</p> <p>If you are only proposing to service a specific region, metropolitan statistical area (MSA), or City in a State, then indicate as such in the appropriate column box.</p>			Will service all fifty (50) states	Will not service fifty (50) states		X
Will service all fifty (50) states	Will not service fifty (50) states						
	X						
Item	State	Region/MSA/City (write "ALL" if proposing to service entire state)	Designated as a Service Area				
1.	Alabama	All					
2.	Alaska						
3.	Arizona						
4.	Arkansas						
5.	California						
6.	Colorado						
7.	Connecticut						
8.	Delaware						
9.	Florida	All					
10.	Georgia	All					
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	All	
34.	North Dakota		
35.	Ohio		
36.	Oregon		
37.	Oklahoma		
38.	Pennsylvania		
39.	Rhode Island		
40.	South Carolina	All	
41.	South Dakota		
42.	Tennessee		
43.	Texas	All	
44.	Utah		
45.	Vermont		
46.	Virginia		
47.	Washington		
48.	West Virginia		
49.	Wisconsin		
50.	Wyoming		

End of Exhibit 3

Response to RFP 2025-051

Key Personnel

Kerry Augustine, Managing Partner

Mr. Augustine has spent 35 years working extensively with technology startups and on-going businesses. He is uniquely qualified in leveraging technology to solve a business challenge requiring transparency and accountability. He is a proven expert in enterprise software development with a focus more recently on mini-AI applications leveraging Mobility application design in IOS and Android platforms and specializing in medical services, construction and administrative process management. Mr. Augustine enjoys the concentration on strategic partnerships and Business Intelligence.

Dennis Peters, Partner

Mr. Peters, U.S. Intellwake partner is an industry leader with 25 years of experience launching business initiatives that deliver strong value through the use of technology solutions. With a strong background in project management, construction, engineering and manufacturing, Mr. Peters has provided strategic direction to some of the largest companies in the world, including Siemens, GE, Toshiba, Mitsubishi, as well as various local, state and federal government agencies. Prior to assuming his current responsibilities, Mr. Peters was directly engaged in sales, product strategy, operations strategy, and managing large capital project portfolios on a Fortune 500 level.

David Popper, Council

Mr. Popper is a practicing Attorney of 40 years specializing in business services and technology startups. He is a partner in several technology-based startup entities in the medical, hi tech and construction spaces. His unique insights into partnership development and market strategy, along with extensive legal experience, make him a valuable partner.



Response to RFP 2025-051

References

Jacob McCarroll
City of Dallas
Jacob.mccarroll@dallascityhall.com
214-923-5989

Christopher Lutz, Sr. Program Manager
City of Dallas, Public Works
320 E. Jefferson
Dallas, Tx 75203
817 770-7775 (m)
Christopher.lutz@dallascityhall.com

Justin Mitchell, Project Manager
Southland Holdings, LLC
608 Henrietta Creek Rd.
Roanoke, Tx 76262
817 293-4253 (c)
justinmitchell@southlandholdings.com

Ryan Bechtold, COO
Transcom Solutions
813-486-8405
Ryan@transcom-solutions.com

Rob Austin, CEO
EmpowerFresh Inc
816-616-8058
raustin@empowerfresh.com

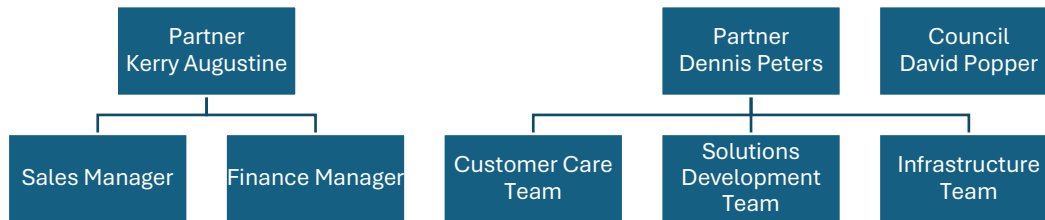


Response to RFP 2025-051

Related Experience and Qualifications

5.2.1 Provide a general organizational chart for customer service issues.

- Commercial issues are directed to Kerry Augustine and his team
- Business Process and Technical issues are directed to Dennis Peters and his team



5.2.2 How will your support team interface with Customer?

- Primary contacts at each of our client are assigned a Customer Care Support representative, and have direct access to their e-mail and phone accounts
- Depending on the need monthly or quarterly status meetings are setup with key customer contacts to review requests from the previous period, resolutions, and to discuss new business

5.2.3 Are there any goods or services not outlined in the Scope of Work that you wish to offer?

- Enterprise Cloud Software as a Service hosted in AWS specifically for Public Works Departments.
- Software enhancements to the Power QV solution

5.2.4 Describe your experience working with government agencies as customers.

- Dallas public works – multiple departments since 2018
- Currently in final consideration with Garland, TX

5.2.5 Any major requirements that cannot be met by your firm?

- No

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

- 735 Primera Blvd, Suite 125, Lake Mary, Florida



Response to RFP 2025-051

Related Experience and Qualifications

5.2.7 Provide a general overview of your company including its size, years in business, experience and major clients. How long have you been specifically in this type of business?

- We provide enterprise cloud-based software for multiple industries, including Municipal Public Works, Independent Grocery Produce Management, Finance (including interfacing with the Federal Reserve), and Workers Comp Transportation and Translation Services Management.
- Major Clients are Retail Grocers Association (10,000 retail grocers), City of Dallas, and Transcom Solutions.
- The principals have a combined 60 years of software development for industry
- We provide leadership to multiple teams of developers across industries. Internally we are a team of six that provides services and leadership in the following disciplines: business consulting, technical expertise, application development and customer relationship management.
- All services currently provided are on-shore in the USA including internal staff and external staff augmentation.

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

- Invoicing is done via QuickBooks Online with down payment due to consummate the purchase agreement. Payment terms for additional contracts and development services are 30 days. We primarily work with ACH. We generally do not accept credit card payments, but if needed we are able to accept credit cards with an accompanying up-charge to handle the fees involved.

5.2.9 Include a list of similar contracts (five or so preferably) awarded within the last 5 years.

- Capital Improvement Projects, Dallas Public Works
- Sidewalks, Dallas Public Works
- SaaS Solution for Independent Grocers, EmpowerFresh
- Process management solution for end-to-end customer request fulfillment Workers Compensation, Transcom Solutions
- DWU Pilot, Dallas Public Works

5.2.10 Identify any contracts within the past three years that have been terminated due to non-performance.

- N/A

5.2.11 State the warranty that may apply to the goods or services you are proposing.

- The Power QV agreement provides access to the customers data for a period of 7 years per FOIA guidelines
- The solution provides multiple technical mechanisms that provide data redundancy including backups to multiple data centers across the US, and optionally exporting the data to the customers internal servers (manually or automated)
- Our servers provide a minimum 99.9% (three 9's) uptime, but historically have provided 99.999% (five 9's) of uptime



Response to RFP 2025-051

Related Experience and Qualifications

5.2.12 What sets your business apart from your competitors?

- Built in Vendor Invoicing
- Real-Time Processing in the Cloud
- Unlimited Licensing including Contractors and Subcontractors
- Initial contract setup in less than 2 hours
- End-user training for inspectors, supervisors, project managers, contractors, and subs in less than 1 hour (no off-site training required)

5.2.13 Who is your point of contact for sales?

- Kerry Augustine

5.2.14 How long after an order will it take to deliver and implement the solution? What is a typical schedule?

- Less than 2 hours for setup, which requires CSV formatted awarded contracts for import into Power QV.
- Complete delivery of the solution is generally accomplished within a week of sale.

5.2.15 What quality control measures do you have in place?

- AWSs hosting setups provide security, data redundancy and hacker infiltration prevention
- 99.9% of issues and bugs are resolved within 4 working hours.

5.2.16 What are some current issues that may affect your ability to meet demand?

- Our flexible business model allows us to scale resources and technical platforms with ease.
- For Power QV we could onboard 1 new customer every 2 weeks with current resources.
- As we approach that threshold, we would tap our pool of talent to increase training resources to handle the increase.

5.2.17 Identify any subcontractors or third-party services that will be utilized in the performance of your contract.

- AWS Hosting Service
- Network of professionals that provide marketing, infrastructure, code development, training, legal and other customer relationship management services.

5.2.18 Describe and clearly indicate any exceptions to the specifications or requirements found in this RFP.

- N/A



Response to RFP 2025-051

Related Experience and Qualifications

5.2.19 Provide any other additional information you feel is necessary that describes why your firm is the best choice.

- We designed Power QV specifically for one of the largest municipalities in the US, streamlining their process to maximum efficiency.
- The product scales up and down very effectively as there are departments that manage large multi-year contracts and departments that are smaller and handle multiple short-term contracts.



Response to RFP 2025-051

Technical Proposal

The intent of this RFP is to receive proposals for the selection of a vendor(S) to provide Electronic Invoicing and Reporting resources as part of the SHARE Cooperative Purchasing Program. Under the SHARE program, any public entity or non-profit NATIONWIDE can use the SHARE contract and its selected vendor(S) and pricing to pursue their own projects.

The desired resource would be an intuitive software that is widely compatible with modern operating systems, easy to navigate for all users, and provides real-time invoicing and billing reporting functions. The desired software solution for this RFP should be capable of providing the following criteria listed in SECTIONS 5.1-5.8, as well as the assumptions of SECTION 5.9. In reviewing each sub-section respondent(s) should describe how such solution has the capacity of provide ALL OR PART of. The requested services:

5.1.1 – Rapid Contract & Project Setup

Q 5.1.1.1 Provide a rapid Excel-based import utility that allows for quick and easy setup of new contracts and projects	A. PowerQV allows entry of contract details via the use of csv files (from Excel) that can be uploaded into the portal. Users provide a standard list identifying key elements of contract. i.e. various individual projects, budgets and products (materials) to be used within respective projects. Field names may be amended to synchronize differences in titles or description.
---	---

Load File

Analyze Data

Import Bid Items

Import CSV

Download Template

This process allows you to import a "CSV" file to add or update bid items on a schedule. In Excel do a "Save as..." file type "CSV".

Any bid items in this list will either be added to the schedule, or overwrite the existing bid items on the schedule. If a bid item exists on the schedule and is not listed here, it will be ignored. Removing bid items must occur one at a time.

The CSV must follow these rules:

itemno	quantity	schedule_name	cost	sort_order	fund_name	aggregate_label	aggregate_type	aggregate_multiplier	(all other fields)	
(Required) - Must match the master product item number exactly	(Required) - Is the number of units to be budgeted	(Optional) - A name of a schedule used to group like bid items together	(Optional) - A name of a schedule used to group like bid items together	(Optional) - If the bid item is being added for the first time, it will override the default rate. If the bid item already existed, it will be ignored.	(Optional) - Whatever sort_order items are entered here, the system will re-order the entire list of items all in increments of 10.	(Optional) - Name of a "Fund" to attach to this bid item.	(Optional) - Label that describes a special bid item that sums or counts in a separate aggregated field on some reports.	(Optional) - How an aggregated field is calculated. Valid entries are: Exists On Project, Count, Sum. If left blank, and an "aggregate_label" is provided, this will default to: Sum.	(Optional) - If, when aggregating, a multiplier should be applied, enter it here. For instance, to turn Sq Ft. into Lin Ft. the value would be 0.25. To turn Lin Ft. into Sq Ft. the value would be 4. Leaving this blank will automatically be considered a 1.	(Temp) - "actuals" (Ignored) - Use "name" and "units" for visual validation



Response to RFP 2025-051

Technical Proposal

Q 5.1.1.2	A.
Be tailored to allow entity to import data elements (for example: stations, project names, descriptions, costs, lane miles, etc.) in a way that optimizes tracking of the information that is important to them	In addition to Field name matching, as mentioned above, keywords may be used for ease of location or to aid in access to groups of projects, inspectors, contractors or contracts.

Schedule Details

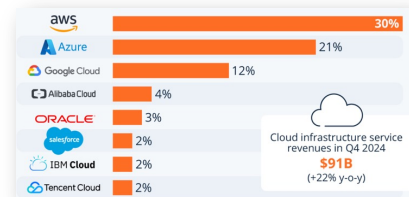
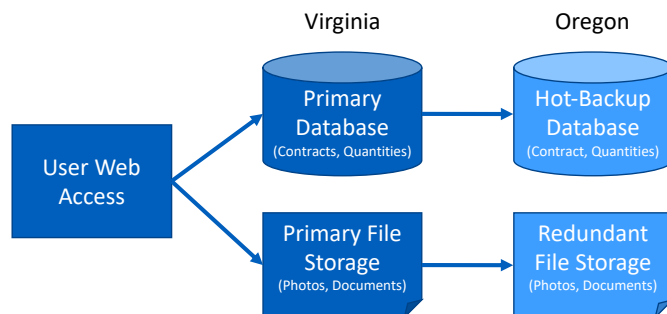
Name	<input type="text" value="1 Main St. Repairs"/>	<input type="text" value="Dir"/>
Bond	<input type="text"/>	Type <input type="text"/>
Notes	<input type="text" value="Notes"/>	
Status	<input type="text" value="Active"/>	Activity <input type="text" value="Select Work Activity..."/>
From Block	<input type="text" value="From Block"/>	From Street <input type="text" value="From Street"/>
To Block	<input type="text" value="To Block"/>	To Street <input type="text" value="To Street"/>
Address 1	<input type="text" value="Address 1"/>	
Address 2	<input type="text" value="Address 2"/>	
City, State, Zip	<input type="text" value="City"/>	<input type="text" value="State"/> <input type="text" value="Zip"/>
Class	<input type="text" value="Class"/>	Surface <input type="text" value="Surface"/>
District	<input type="text" value="Select District..."/>	District Council <input type="text" value="District Council"/>

Response to RFP 2025-051

Technical Proposal

Q 5.1.1.3	A.
Describe hosting option for the solution (e.g. cloud, in-house managed, etc.)	<p>PowerQV is cloud hosted and accessed by the user via secure web portal, or on any Apple or Android phone or tablet via a Progressive Web App. Completed project data will be stored for future use or may be downloaded for storage by user.</p> <p>Note: PowerQV is currently hosted on AWS, but US Intelliwake reserves the right to changing hosting partners to meet our service level requirements.</p>

All PowerQV Services are hosted on



Key Features:

- AWS is the top cloud infrastructure service provider
- All PowerQV data is mirrored in real-time to a 2nd site
- Hot-backup goes active within 30-seconds, resulting in near-zero downtime
- Delete requests require a 2nd approval from our admin team

Q 5.1.1.4	A.
Describe the scalability of the proposed solution.	<p>PowerQV uses Amazon Web Services and can therefore scale to meet the needs of even the most demanding workload. As usage and datasets grow, the platform is built to automatically add resources to meet the growing needs of our customer base.</p>



Response to RFP 2025-051
Technical Proposal

Q 5.1.1.5	A.
Describe solutions that have been implemented by government entities, if any.	PowerQV has been used within the City of Dallas Public Works Department since 2018 to manage contract administration for horizontal construction projects valued at over \$1B.



Response to RFP 2025-051

Technical Proposal

5.1.2 – Quantity Verification Collaboration with Contractors Required Component(s)

Q 5.1.2.1	A.
Be capable of capturing quantities/inventories, notes and photographs from the field from both contractors and entity employees, such as inspectors and supervisors, and report them to city/municipal administrators in a timely manner	PowerQV is cloud based and multi-platform capable. Contractors and Construction leads, who are on site, can access their project scope and load project specific notes, details and photos (Time/GPS Stamped) onto their personal device. They also can direct questions or comments to other stakeholders. Data is loaded by onsite workers and uploaded in real time to inspectors, supervisors and administrators.

The screenshot displays the POWER QV software interface. On the left is a navigation menu with options like Issues, Dailies, Draft, Review, Closed, QVs, Inspecting, Rejected, Drafted, New QV Sheet, Assignments, and Projects. The main area is divided into several sections: 'Inspecting QVs' with a table of project data, 'Project Scope' with contract details, 'Item Quantities' with a table of materials and costs, 'Work Notes' with a text area and photos, and 'Inspection Notes' with a text area and photos. The 'Item Quantities' table lists items C200 and C201 with their descriptions, quantities, and costs. The 'Work Notes' section shows a note about soil issues and a photo of a construction site. The 'Inspection Notes' section shows a note about barricades and a photo of a road.

QV	Project	Sent
q132707	p35083 - 2 North Ave. Resurface	Mar 12

Item	Description	Qty	Cost
C200	6" THICK REINF CONC PAV, BASE, Remove and Replace, Complete in place Dimensions: 10x6	60,000 Sq. Yd.	\$2,715.00
C201	6" THICK REINF CONC DRIVEWAY, Remove and Replace, Complete in place Dimensions: 8x5	40,000 Sq. Yd.	\$1,500.00
QV Total			\$4,215.00
Other QV Totals			-
Project Estimate			\$22,400.00
Remaining			\$18,185.00



Response to RFP 2025-051

Technical Proposal

Q 5.1.2.2	A.
Data captured shall have the ability to download to City computers in original resolution. Example, pictures taken in the field will be able to be downloaded in original format/resolution and not a thumbnail version	<p>Details of work completed, or current status images, are viewable by all authorized parties in real time via the PowerQV portal. Photos may be downloaded in their original size for use outside the portal.</p> <p>PowerQV can also connect to customer-specific SFTP servers to transfer project data for local retainage on set intervals (generally monthly).</p>



Response to RFP 2025-051

Technical Proposal

Q 5.1.2.3	A.
Describe how the solution would support individual agency procedures such as varying layers of review, inspection and sign-off requirements, data retention requirements, etc.	<p>PowerQV supports a flexible inspection and review process that allows the administrator to identify users of the system as inspectors, and assign them to projects, crew leads or individual PowerQV. The system utilizes queues, that are available on the users' home screen, to guide them to the work they have been assigned. The same queues can be viewed administratively for managers to track the progress of projects across sub-contractors, contracts, projects, inspectors, and specific work assignments.</p> <p>Each contract can be set to have additional review processes or be set to auto-release submittals to invoices based on the needs of the particular contract.</p> <p>Review, inspection and sign-off procedures are more efficient and economical via PowerQV because information is conveyed and accessed in real time. Transparency of data added by various party's aid in review and help members anticipate upcoming needs or requirements based solely on their having access to the "Big Picture". For example:</p> <p>Reviews that formerly required days or weeks for the complete assembly of appropriate records will be accomplished in minutes.</p> <p>Inspections will be requested, scheduled and completed based on prompts within the system as projects reach established milestones.</p>



Response to RFP 2025-051

Technical Proposal

Contract Details

Fixed Quantity Contract

General

Status

Settings

Budget Level

Contract

Days Level

Schedule

Daily Template

Construction Report

Daily Persistent Note

☐ Review Process

☒ Auto-Release QV's to Invoice

Q 5.1.2.4	A.
Describe how the solution would store and extract data from various file formats (e.g. Microsoft Word, Microsoft Excel, PDF, etc.).	<p>The PowerQV platform can store and manage a wide variety of document types, including photos, PDF's, Microsoft Office documents, or other formats.</p> <p>Data from Excel can be extracted to rapidly setup new projects.</p> <p>All reports in the system can export data to Excel to allow users to organize the data in a customized way or even incorporate the data into other reports.</p>

2025-02

☒ Costs?

☒ Show Users?

QV Item Detail

Copy

Export

QV ID	Sys ID	Project ID	Project Name	Submitted	Submitted By	Approved	Approved By	Item #	Item Name	Notes	Qty	Units	Cost
qv132707	pr35083		2 North Ave. Resurface	Mar 12, 25	Crew Lead	Mar 18, 25	Dennis Peters	C200	6" THICK REINF CONC PAV, ...	Dimensions: 10x6	60	Sq. Yd.	\$2,715.00
qv132707	pr35083		2 North Ave. Resurface	Mar 12, 25	Crew Lead	Mar 18, 25	Dennis Peters	C201	6" THICK REINF CONC DRIV...	Dimensions: 8x5	40	Sq. Yd.	\$1,500.00
\$4,215.00													



Response to RFP 2025-051

Technical Proposal


Q 5.1.2.5	A.
Describe the solution's capacity to generate e-mail alerts for vendors at various milestones such as successful invoice submission, invoice approval, and payment request entered.	<p>E-mail alerts can be configured in PowerQV to occur at any milestone reached in the system to any user or group of users defined. Additional tailoring can be performed to format the e-mail with client-specific logos, layouts and return addresses.</p> <p>It should be noted that PowerQV is an interactive, mobile platform, and that clients in the past who have used e-mail extensively for communication in the past have significantly reduced their dependence on e-mail and leveraged PowerQV interfaces to communicate more intelligent information in a much more timely manner.</p>



Response to RFP 2025-051

Technical Proposal

Q 5.1.2.6 Describe the solution's capacity to allow contractors to customize how and when alerts are generated and transmitted.	A. <p>Once contract, project and material information are uploaded into the portal individual projects are sequenced by the contract administrator. They are assigned to various contractors with start dates sequenced based on where the project fits into the overall contract. Since communication between Administrators and Project Managers is on a daily basis this feature allows for a smoother and more fluid scheduling of work based on changing needs and availabilities.</p> <p>In addition to the flexible e-mail notifications previously described, the PowerQV platform can also utilize SMS text-messaging to generate alerts. These alerts can be configured to fire in real-time, every minute, every 15 minutes, hourly, daily, weekly, monthly, quarterly and even yearly.</p>
---	--

 My Profile

Name

Crew Lead ✓

Email

crewlead@vendor712.com

☒

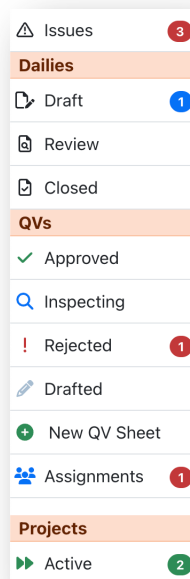
E-mail on QV Rejection?



Response to RFP 2025-051

Technical Proposal

Q 5.1.2.7 Describe the solution's capacity to allow contractors to view real time status updates.	A. <p>Since PowerQV is intended to tie the major disciplines of contract completion together. Contract Administrators, Project Managers (contractor), Engineers, On-site Inspectors and Construction Leads (contractors) all have access to data related to their specific job requirements in real time.</p> <p>Because they are all accessing a cloud-based portal, information updated in the system is immediately available to all team members to view. Change orders approved by the contract owner appear instantly on the portal so that crews are working with updated information. Work documented in the field by crews is instantly available to their management and the contract owner, which greatly improves the ability to forecast and to identify deviations on the project much earlier in the process, saving re-work time.</p>
---	---



Response to RFP 2025-051

Technical Proposal

5.1.3 - Track Daily Construction/Project Progress with Analyzable Data

Q 5.1.3.1	A.
<p>Provide inspectors and supervisors with a structured daily construction/project progress report that allows the city to track data, for example: weather conditions, inclement weather days, contractor/personnel on-site. The intent of capturing this data will be to provide department end- users with improved data analytics for topics such as liquidated damages.</p>	<p>Dailies can be configured per department and per contract to meet the needs of the specific type of work being performed.</p> <p>Enhanced daily capabilities include the ability to track weather, vendor attendance, test conditions, equipment and/or manpower hours, safety concerns plus a host of other conditions typically tracked on-site.</p> <p>Additionally, photos (time-stamped and geo-tagged) are available on the form to document visual aspects of the projects as well as relevant documentation.</p> <p>Because PowerQV operates in the cloud, real-time progress reports can be uploaded from any device and from any authorized user. GPS positioning and date/time stamps provide authentication of where the work was performed, and tie in third party resources to provide weather conditions. Because the data is stored in a structured database, and not in individual documents, the data can be analyzed across projects, contractors, users' geo-locations or any other analytic required. This rapid access to data will significantly help the agency provide fact-based responses to project requests, contractor discrepancies, and support processes such as filing for liquidated damages for over-run projects.</p>





Response to RFP 2025-051


Technical Proposal


Construction Report
2025 - Fixed Quantity Contract
Work Order Date: 9/18/2024 - Report Day: 175 of 450


Report Date 03/11/2025

 No Weather

 Moderate Weather

 Heavy Weather

 No Work Performed

 Vendor On-Site

Summary Work proceeded as planned

Weather Cloudless

Min Temp 75 °F

Max Temp 82 °F

Tests

☐ Proctors

☐ Gradations

☐ Cores

☐ Retests

☐ Densities

☐ Cylinders

☐ Lime Depth Check

Test Comments

Response to RFP 2025-051

Technical Proposal

5.1.4 - Optimized Monthly Billing and Reporting Required Component(s)

Q 5.1.4.1	A.
Be capable of generating invoices at a “Project” level and capture data from the field in real-time.	Given that PowerQV primary function is as a task monitoring system, reports and “mock” invoices may be generated at any time during the month to forecast billings, describe status or completion, and prioritize work to meet deadlines. This reporting capability can then be used in the preparation of specific invoices or in the reconciliation of work completed, versus begun, by contract administrators and project managers. This reporting feature allows real time data to be reviewed either on an individual project level, by complete contract or any other level deemed necessary. Invoices can be generated based on flexible date ranges and can be generated at a contract or project level. Additional invoice subdivisions (such as districts, types of activity, etc.) can also be configured.

Fixed Quantity Contract 2025		Invoice #1 - DRAFT 2025-03-01 to 2025-03-31						General Construction, Inc.													
Contract Information														Previously Paid Totals		Current Invoice		Total to-Date		Amount Remaining	
Item No.	Description of Item	Original Quantity	Revised Quantity	Units	Unit Price	Extension	Quantity	Extension	Quantity	Extension	Quantity	Extension	Quantity	Extension							
C100	EXCAVATION, Complete in place	1,000.00	1,000.00	Cu. Yd.	\$20.00	\$20,000.00				\$0.00			1,000.00	\$20,000.00							
C200	6" THICK REINF CONC PAV, BASE, Remove and Replace, Complete in place	500.00	500.00	Sq. Yd.	\$45.25	\$22,625.00			60.00	\$2,715.00	60.00	\$2,715.00	440.00	\$19,910.00							
C201	6" THICK REINF CONC DRIVEWAY, Remove and Replace, Complete in place	350.00	350.00	Sq. Yd.	\$37.50	\$13,125.00			40.00	\$1,500.00	40.00	\$1,500.00	310.00	\$11,625.00							
CMob	Project Mobilization	1.00	1.00	Lump Sum	\$20,000.00	\$20,000.00				\$0.00			1.00	\$20,000.00							
PM	Project Management	100.00	100.00	Hours	\$250.00	\$25,000.00				\$0.00			100.00	\$25,000.00							
PT	Permit	5.00	5.00	Hours	\$2,000.00	\$10,000.00				\$0.00			5.00	\$10,000.00							
Contract Total						\$110,750.00	\$0.00		\$4,215.00		\$4,215.00		\$106,535.00								
Retainage Amount (5%)							\$0.00		Add Retainage		0		Remaining 96.19%								
Amount Paid						\$0.00	\$0.00		\$4,215.00		\$4,215.00		Billed 3.81%								
									\$4,215.00		Amount Due this Invoice										

Original Contract Days (Calendar Days):	450	Days used during this Invoice period:	31
Added in COs:	0	Total Days used through this Invoice:	195
Revised Contract Days:	450	Work Order Date:	9/18/2024

Approved By City Construction Supervisor: _____ Date: _____

Approved By City Project Manager: _____ Date: _____

Date Received: _____ Date Received Payable: _____



Response to RFP 2025-051

Technical Proposal

Q 5.1.4.2	A.
<p>Include a licensing structure that allows multi-use by contractors to directly log information into the system, i.e. monthly billings and reporting are simple exports from the system that aggregate data from past months, show the activities from current month, and provide projections based on budgetary information loaded in the system.</p>	<p>Given typical agency contracts may be awarded to multiple contractors PowerQV allows the agency user the flexibility to assign specific projects to specific contractors. This feature carries down to the ability to assign individual project managers, inspectors or construction leads as well. This feature provides the ability to report across many different contractor variable levels, not the least of which includes billing. Additionally, this data is retained and is accessible on a historic basis by month, project, inspector, contractor or contract.</p> <p>An end-user usage agreement must be accepted by every user who accesses the system for the first time. This agreement is provided with boiler-plate text by PowerQV; however, it can be tailored on-demand.</p>



Response to RFP 2025-051

Technical Proposal

5.1.5 - Contract & Project Portfolio Management Required Component(s)

Q 5.1.5.1	A.
Be capable of reporting the status (i.e. Pre-Construction, Under Construction - %, Construction Substantially Complete – 95%, Construction Complete – In Warranty) of all CIPs, thus allowing project managers and administrators to handle the day-to-day operations and to quickly identify potential issues in real-time.	As contract detail is uploaded into PowerQV, individual projects are identified and stored by title or as otherwise noted. The agency maintains the ability to segregate projects internally by status. The current status set includes Drafted, Pending, To Activate, Active, To Complete and Completed. This format allows for the orderly assignment and management of projects by the agency in the most efficient manner based on changing circumstance.

Contract	CO	%	SPI	CPI
STREET RECONSTRUCTION GROUP 17-6004		46%	🟢 1.22	🟢 2.20
ALLEY RECONSTRUCTION GROUP 17-6003		58%	🟢 1.21	🟢 1.71
Alley Group 17-7003		89%	🟢 1.15	🟢 1.13
MONTFORT DRIVE PAVING AND DRAINAGE IMPROVEMENTS	1	48%	🟢 1.14	🟢 2.10
Street Reconstruction Group 17-5002	1	96%	🟢 1.13	🟢 1.05
COOMBS CREEK TRAIL EXTENSION	1	93%	🟢 1.12	🟢 1.08
WEBB CHAPEL ROAD PAVING AND DRAINAGE IMPROVEMENTS		41%	🟢 1.12	🟢 1.23
Street Reconstruction Group 12-463	4	99%	🟢 1.01	🟢 1.01
Street Group 17-5001 / Rosemont Road		41%	🟢 1.01	🟢 1.30
LAMAR St. STREETSCAPE FROM WOOD St. to ELM St.		75%	🟢 0.97	🟢 1.33
Target Neighborhood Group 17-6008		86%	🟢 0.97	🟢 1.16
Alley Group 17-9001 Package A		102%	🟢 0.95	🟢 0.98
Alley Group 17-1102	2	86%	🟡 0.94	🟢 1.16
STREET RECONSTRUCTION GROUP 17-2009	2	80%	🟡 0.93	🟢 1.25
STREET RECONSTRUCTION GROUP 17-6007	2	93%	🟡 0.92	🟡 0.92



Response to RFP 2025-051

Technical Proposal

<p>Q 5.1.5.2</p> <p>Provide multiple views including but not limited to executive overview of projects and visual graphs, that will report the progress of all projects for easy visibility into the current status of any given project.</p>	<p>A.</p> <p>PowerQV affords the user the ability to generate reports in both detail as well as graphic presentation. Data for these reports can include information on the following level: Contract, Project, completed, Item by Detail, Item by Activity, Item by Project, Item by individual QV. Reporting capabilities also include historic information on the above on a month-by-month basis.</p>
--	--



Response to RFP 2025-051

Technical Proposal

5.1.6 – Reporting/Analysis and Data Ownership Required Component(s)

Q 5.1.6.1	A.
Have an archival feature whereby all data that's inputted through the system will always retain the sole ownership of entity. Thus, allowing project managers and administrators to leverage this information to aid in future planning.	<p>Data stored within PowerQV is accessible by the agency or contractor for their future use in planning, reporting or other needs. The data can be licensed to be accessible in the original format allowing the user to extrapolate data based on a variety of factors or subsets.</p> <p>Data can also be exported via PDF files to the customers SFTP vault for easy storage and review.</p>

Q 5.1.6.2	A.
Have reports that include an Average Unit Pricing report and Vendor Performance report.	<p>PowerQV tracks bid items across contracts, and reports on price changes over time for the same bid item across contracts, vendors and years.</p> <p>Vendor Performance reporting tracks the CPI (Cost Performance Indicator) and SPI (Schedule Performance Indicator) of all contracts by vendor, enabling a ranking of vendor on their ability to deliver projects on-time and in-budget.</p>



Response to RFP 2025-051

Technical Proposal

Q 5.1.6.3	A.
Describe how the solution would handle data retention, including archiving, data exportation and restoring historical data.	<p>PowerQV uses cloud-based storage for the retention of information. Typically, data is archived at the end of a particular contract or project. PowerQV includes a feature allowing data to be downloaded and stored remotely in csv format. Contracts and projects can be marked as completed, to be hidden from normal view, and accessed at any time by an authorized user (typically an administrator or owner).</p> <p>Additionally, reports and downloads can be performed if the entity wishes to store data off-line. Due to the data storage techniques involved in modern databases, PowerQV data currently does not plan to archive data off-line, meaning that there is no need for a request to pull data from archives or have a waiting period to access historical data. As long as the user maintains a license, the data will be available for use.</p>

Q 5.1.6.4	A.
Describe the access requirements for various users of the proposed solution, including, but not limited to, City agencies, contractors, and other authorized end-users.	<p>The agency has total control over both general access as well as specific permission access for all users. Users provide a valid e-mail address. If the user is a city employee, or a new contractor, the owner of the PowerQV license will create the user account which will send them an e-mail alert with login credentials and then be required to change their password on first login. If the user is a contractor, they have access to manage the users for their company, as well as sub-contractors.</p>



Response to RFP 2025-051

Technical Proposal

Q 5.1.6.5	A.
Describe backup and recovery for the proposed solution.	PowerQV is hosted in a multi-zone environment with redundant servers located in multiple datacenters with automatic fail-over. Database backups occur nightly and are retained for 7 days. Additionally, backups are made during point releases of the software and retained for 1 quarter. Recovery from a catastrophic event occurs from a snapshot of the environment maintained by US Intelliwake and can generally be completed within 4 hours.

Q 5.1.6.6	A.
Describe how the solution would handle remote access from outside City firewalls.	PowerQV operating portal resides in a cloud-based data center and is therefore located outside the firewall of the city or agency.

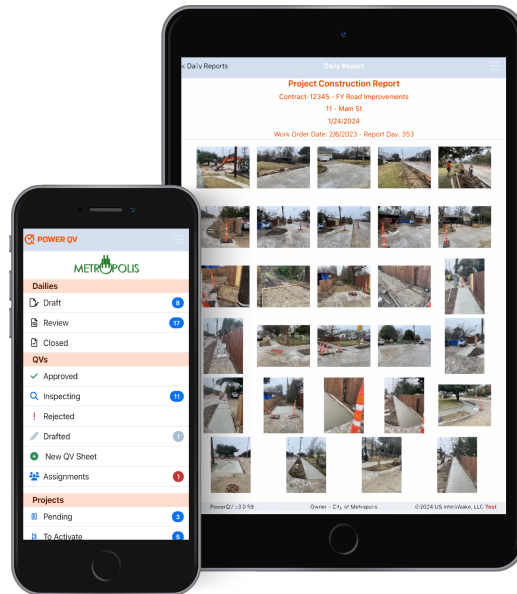


Response to RFP 2025-051

Technical Proposal

5.1.7 – Functionality

Q 5.1.7.1	A.
Solution should be able to be operated on all major platforms i.e. IOS, Android etc.	PowerQV is supported on any device that runs a modern web-browser, including but not limited to IOS, Android, Windows, MacOS and Linux.



Response to RFP 2025-051

Technical Proposal

Q 5.1.7.2	A.
Software should be intuitive, easy to navigate and user-friendly.	<p>PowerQV is designed for use across a broad spectrum of user types. It built in a compartmental user configuration; a user only sees and has access to what they need to do their jobs. This simplifies the user experience for field personnel. Administrators find the platform logical to follow and intuitive in operation based on the flow of data input and retrieval.</p> <p>In a recent deployment of PowerQV approximately 40 administrators, project managers, inspectors and construction lead personnel from both the agency, as well as the contractor side were gathered in a hotel conference room training environment. Users were instructed in the various reporting and data input features of the platform. With approximately one hour of direct instruction for each user type, the deployed system has been in daily operation for over eighteen months with no additional training requested or required.</p>



Response to RFP 2025-051

Technical Proposal

Q 5.1.7.3	A.
Describe how the solution integrates with financial management or accounts payables, or other contractor portal applications.	The PowerQV platform can handle a wide variety of technical integrations depending on the customers' needs. File downloads, as CSV's, are available to authorized users to access and organize information on their local computer at any time. API's (Application Programming Interfaces) are available to IT departments to provide secure, direct access to real-time information. Links to 3 rd party API's of other systems can be added to the PowerQV platform and be triggered by defined events (similar to e-mails and texts).

Q 5.1.7.4	A.
Describe the level of effort, including cost, of building interfaces to other City systems.	US Intellwake has built interfaces for many solutions and has a wide range of experience working with both large enterprise systems and communicating with small micro-services. Customizations for external interfaces are billed at our standard hourly rate. Interfaces can range from being very simple, standard, RESTful, JSON-based communication of data in a common format (as low as 40 hours with testing and deployment), to much larger projects with multiple interfaces and modifications to allow the systems to communicate effectively. US Intellwake can work with your business team to define the interface requirements, and with your IT team to define the technical requirements and determine level of effort required from both teams.

5.1.8 – Invoice Review



Response to RFP 2025-051

Technical Proposal

Q 5.1.8.1	A.
Describe how the solution would handle communication between agency staff and vendors during review process, including when additional documentation is requested.	PowerQV is designed to be completely transparent between various classes of user, based on their authorization and access rights. This feature allows all parties to view, or review, data from any portion of a contract or project to which they have been assigned access. By utilizing this process, requests for clarification, verification of additional information flow smoothly and quickly through any review process.



Response to RFP 2025-051

Technical Proposal

Q 5.1.8.2	A.
Describe how the solution would handle situations in which invoices are submitted to one agency and approved and paid by another.	By granting access to PowerQV for all stakeholders, regardless of their individual responsibilities, the portal assures that proper and sufficient information is available to all parties. Work completed can be completed by one set of users having a certain role, submitted to another role, approved by another role, and then released by a final role. Access rights and queues determine who can see what work in what phase of the project, so they know what's coming, what is approved, and what they have pushed on to the next step of the process.

Q 5.1.8.3	A.
Describe how the solution would support bundling multiple invoices into one payment after approval and how the solution would differentiate between contracts and invoices covered by a single payment.	PowerQV supports the processing of multiple invoices for a vendor by grouping them across schedules, or across contracts, while still maintaining the integrity of each invoice. Each invoice can be grouped together into a common PDF and submitted as a whole.

Q 5.1.8.4	A.
Describe how the solution would support contract compliance by tying invoiced items to contract agreements.	One of the underlying reasons for the existence of PowerQV was to create a platform that allowed agencies to monitor and control quantities used in various projects. In execution, the portal requires anticipated quantities to be identified and accounted for during project completion. The system natively provides a mechanism to drill down from contracts, to projects, to invoices, to individual work items completed, and back up.



Response to RFP 2025-051

Technical Proposal

Q 5.1.8.5	A.
Contract lines may be closed out when the line amount is fully paid or left open if the line is partially paid. Describe how the solution would support contract line management during the process from invoice receipt to payment request entry.	The system tracks completion of each line item as compared to the budget. Partially paid items are clearly visible to both the city and the contractor for full transparency and are tracked until the project is completed or a change order is processed.

Q 5.1.8.6	A.
Describe how the solution would handle and track invoices and payment when partial invoice payment is approved (e.g. when certain invoiced items are approved but others remain under review).	PowerQV tracks approvals by line item, and each line item can be approved for payment in the current invoice or moved to a future invoice if further review is necessary. These line items are clearly visibly to all parties early in the month, which ultimately reduces the need for partial payments, because the partially approved items are visible to all.

5.1.9 – Assumptions

Q 5.1.9.1	A.
Entity to define and manage tailoring and customizations to be delivered in accordance with their business needs and/or industry.	Agree

Q 5.1.9.2	A.
Tailoring and customizations will be capped at 3 months of effort and tracked by entity. Additional customizations either outside the scope of work, or significantly more complex requirements, will be communicated to entity to gain approval prior to moving forward with said customizations.	Agree



Response to RFP 2025-051

Technical Proposal

Q 5.1.9.3	A.
Respondent must be able to effectively communicate and manage projects remotely if desired by entity. However, entity may be available through a live on-line meeting platform(s) such as Zoom.us, Skype, GoToMeeting etc. as well as on-site meetings at the entity's discretion.	Agree

Q 5.1.9.4	A.
Respondents licensing structure should allow for unlimited storage, and access to all project stakeholders.	Agree



Response to RFP 2025-051

Proposal Pricing

Power QV is priced via one of two methods. The first, is a site license that is calculated as a percentage of the total of quantity dollar amounts processed through the system. Site licenses provide an unlimited number of users and unlimited number of contracts. When the dollar value of quantities processed reaches 85% of the site license value, US Intelliwake will work with the customer to extend the site license at the then- current market rate. The second licensing option is an annual per-user license and is monitored and billed by the number of users that have access to the system.

Prices represented on the accompanying rate card represent retail prices. Discounts for NCTCOG users provide a reduction of 17% from the card rate.



License	Type	MSRP	CoG Discount Rate	CoG Discount
Site License Unlimited Users	<ul style="list-style-type: none">- % of Contracts Managed Value- Includes 1TB storage & retrieval per \$500M in contracts	0.150% Contract \$'s to Process	17%	0.125% Contract \$'s to Process
Per User License Unlimited Contracts	<ul style="list-style-type: none">- Annual Standard User License- Limited to 3 active devices (e.g., phone, tablet & desktop)- 1 read-only license per 2 standard licenses- Includes 1TB storage & retrieval per 50 users	\$2,300 per user per year	17%	\$1,909 per user per year
Additional Data Storage	Measured on data stored & retained each month in excess of licensed amount	\$100 per additional TB per month	0%	\$100 per additional TB per month
Additional Data Downloading	Measured on data downloaded each month in excess of licensed amount	\$300 per additional TB per month	0%	\$300 per additional TB per month



Response to RFP 2025-051

Responses to questions from Addendum 1 2025-051

Question #1

What financial or ERP systems does the electronic invoicing platform need to integrate with?

Example: SAP, Oracle, QuickBooks, or custom state/local accounting systems?
You are to describe this regarding your proposed products.

Answer: Power QV can import/export QuickBooks financial transactions and has standard financial exports that can be imported by most third party financial and accounting systems.

Question #2

Does the agency prefer an on-premise, cloud-based, or hybrid deployment? If cloud-based, does it require AWS GovCloud, Azure Government, or other FedRAMP-compliant hosting?

Answer: We leverage AWS and do not require special gov't compliant hosting

Question #3

Are there existing invoicing workflows or templates that the system must support?

Example: Will agencies use predefined invoice formats, or does the solution need a custom invoice builder?

Answers: We provide a standard invoice format that can be customized to meet client needs

Question #4

What level of automation is expected for invoice approval workflows? Should the system include AI-powered validation, OCR scanning, or only manual approval processes?

Answer: Power QV automates invoice approval across the entire organization and third parties and offer full transparency and accountability for the entire approval process.

Question #5

What types of reporting and data analytics are required? Do agencies need real-time dashboards, downloadable reports, or integrations with business intelligence tools (Power BI, Tableau)?

Answers: Power QV has a built-in reporting and analytics, and allows for complete access to their data for integration with third-party tools.



Response to RFP 2025-051

Responses to questions from Addendum 1 2025-051

Question #6

Are there specific security compliance requirements (SOC 2, NIST 800-171, FISMA, Texas Public Information Act)?

Or will standard cloud security measures (encryption, access controls) be sufficient?

Answers: Standard security measures provide data protection and encryption. Our contracts provide for FOIA requirements.

Question #7

What are the data retention and archiving requirements?

How long must invoices, approvals, and financial records be stored?

Answer: Power QV has been designed to meet FOIA requirements of 7 years retention.

Question #8

Does the system need to support multi-agency access with role-based permissions? Should access be segmented by agency, department, or user level?

Answer: Power QV is designed to be multi-tenant and multi-department with a full set of role-base permissions, including both internal and external access. In addition, vendors can manage their own subcontractors.



Response to RFP 2025-051

Responses to questions from Addendum 1 2025-051

Question #9

Can the agency clarify which costs and responsibilities will be covered by the contract requestor vs. the awarded vendor? Specifically, we would like confirmation on whether the agency will cover:

Cloud hosting and infrastructure costs (if applicable)

Software licensing fees for participating agencies

Security and compliance costs (SOC 2, NIST 800-171, etc.)

Ongoing support and maintenance after the initial implementation

Integration with existing ERP and financial systems (or if this is vendor-led)

Answer:

Cloud hosting and infrastructure costs – COVERED BY OUR FEE

Software licensing fees for participating agencies – COVERED BY OUR FEE

Security and compliance costs (SOC 2, NIST 800-171, etc.) – COVERED BY OUR FEE

Ongoing support and maintenance after the initial implementation – COVERED BY OUR FEE

Integration with existing ERP and financial systems (or if this is vendor-led) – OUT OF THE BOX INTEGRATIONS COVERED BY OUR FEE, ADDITIONAL INTEGRATIONS AVAILABLE FOR A SETUP FEE

Question #10

Can you confirm whether this is a need for a custom-built software solution, or COTS, or open for both?

Answer: Power QV is a COTS solution.

Question #11

What existing ERP, financial, or procurement systems (e.g., SAP, Oracle, Tyler Technologies) must this solution integrate with for invoicing and reporting?

Answer: We can integrate with any existing financial or reporting systems that the municipality currently has, mostly without a fee but in special circumstances with a setup cost.

Question #12

How will invoice and project data be fed into the system? (e.g., manual entry, API integrations, batch uploads, OCR-based document processing, or EDI transactions).

Answer: Power QV provides easy data access for all parties



Response to RFP 2025-051

Responses to questions from Addendum 1 2025-051

Question #13

What file formats (CSV, XML, JSON, PDF) and communication protocols (REST API, SOAP, FTP) should the system support for seamless data exchange?

Answer: We provide data in CSV, XML, JSON or EDI formats. Documents are provided in PDF or JPG (depending on the need). We have built interfaces in REST API's, SOAP and SFTP.

Question #14

Are there any external systems (e.g., tax calculation, banking/payment gateways, contract/vendor portals) that must be integrated?

Answer: Power QV offers integration to financial systems. No additional external systems, gateways or portals are *required* to operate the Power QV platform. However, integration to other internal systems can be developed by or in conjunction with our professional services.

Question #15

Should the system integrate with Single Sign-On (SSO), Active Directory (AD), or other identity management solutions for secure user access?

Answer: SSO, AD, or LDAP integration is available for employee authentication. Our authentication system will still be available for access by third-party vendors.

Question #16

What was the annual spend for the previous year on this Project?

Answer: N/A

Question #17

If this is a new Contract, What is the annual Budget for this?

Answer: N/A

Question #18

Are you open to a hybrid delivery model with a mix of offshore and onshore resources?

Answer: We are a US based company. All of our hosting and professional service activities occur on-shore.



Response to RFP 2025-051

Responses to questions from Addendum 1 2025-051

Question #19

Work will be onsite or remote?

Answer/Offer:

We provide primarily remote service, training and support. On-site training can be provided as an additional option.

Question #20

***Could you please provide a 1- or 2-week extension on the submission deadline?
The due date will not be extended at this time.***

Answer: No extension needed.

Question #21

Would it be possible for the NCTCOG to grant a one or two-week extension for the submission? This additional time will allow us to ensure a thorough and high-quality response that fully aligns with the RFP requirements. Please let us know if this request can be accommodated.

Answer: No extension needed.

Question #22

Can we do subcontracting to get HUB certification points?

Answers: N/A

