

# **TXShare**

**Your Public Sector Solutions Center**

**REQUEST FOR PROPOSALS**  
**For**  
**Road and Highway Asset Management Software**  
**RFP # 2024-096**

**JUNE 28, 2024**

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# TXShare

Your Public Sector Solutions Center

REQUEST FOR PROPOSALS  
For  
**Road and Highway Asset Management Software**  
RFP # 2024-096

Sealed proposals will be accepted until **2:00 PM CT, Monday, July 29, 2024** and then publicly opened and read aloud thereafter.

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Legal Name of Proposing Firm

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Contact Person

Title

---

Telephone Number

E-Mail Address

---

Street Address of Principal Place of Business

City/State

Zip

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Complete Mailing Address

City/State

Zip

Acknowledgment of Addenda: #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_

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

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Authorized Signature

## SECTION 1: OVERVIEW

### 1.0 **PURPOSE**

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

The desired service categories are as listed below:

#### **Service Category #1: Road and Asset Management Software**

#### **Service Category #2: Other Ancillary Goods or Services**

#### 1.0.1 Definitions:

- “RFP” or “solicitation” – this Request for Proposals document;
- “Vendor” - interested business;
- “You” or “Respondent” - vendor responding with a proposal;
- “Contractor” – Respondent 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 with TXShare Participating Entities where they are able to provide them. Greater detail is provided in Exhibit C.

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

## **SECTION 2: TXSHARE COOPERATIVE PURCHASING PROGRAM**

### **2.0 BENEFITS OF A COOPERATIVE PURCHASING PROGRAM**

#### **2.0.1 How Does a Cooperative Purchasing Program Work?**

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

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

#### **2.0.2 How Does a Government Entity Benefit?**

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

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

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

#### **2.0.2 How Does A Vendor Benefit?**

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

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

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

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

When marketing to a customer, the awarded vendor can provide a quote to the customer for its unique needs based on the pricing, terms and conditions of its contracts. For a vendor, being awarded a cooperative contract can help shorten the sales cycles

considerably. This is especially beneficial for smaller firms, like startups, that may not otherwise be able to access the government market.

### 2.0.3 Mutual Benefits

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

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

## 2.1 **NCTCOG OVERVIEW**

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

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

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

## 2.2 **TXSHARE PROGRAM EXPLANATION**

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

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

### **2.3 CONTRACT MANAGEMENT AND REPORTING**

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

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

### **2.4 ADMINISTRATIVE FEE**

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

### **2.4 INTERLOCAL AGREEMENT**

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

### **2.5 STANDARD TERMS AND CONDITIONS**

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

## SECTION 3: GENERAL INFORMATION

### **3.0 CONTRACT INTENT**

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

### **3.1 ADMINISTRATIVE GUIDANCE**

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

### **3.2 ADDENDA**

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

### **3.3 QUESTIONS AND PRE-PROPOSAL CONFERENCE**

Questions arising subsequent to the issuance of this solicitation will be received until **5:00 p.m., Friday, July 18, 2024** CST, and must be submitted in writing to [www.publicpurchase.com](http://www.publicpurchase.com). Questions received after this time may not be answered in a timely manner. Vendor-specific questions about the process will often be answered directly. However, substantive questions that are not properly addressed in the solicitation information will be properly published to all vendors as an addendum or "Question & Answer" document. Pre-Proposal Conferences are not mandatory and NCTCOG reserves the right to determine whether a Pre-Bid meeting shall be held. Proposers are responsible for reviewing the website [www.publicpurchase.com](http://www.publicpurchase.com) for any updates related to this RFP prior to the closing date.

### **3.4 SOLICITATION SCHEDULE**

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

The anticipated schedule is as follows:

<b>RFP Issued</b>	<b>June 28, 2024</b>	
<b>Pre-Proposal Conference</b>	<b>None</b>	
<b>Inquiry Period Ends</b>	<b>July 18, 2024</b>	<b>5:00 PM CT</b>
<b>Proposal Due Date</b>	<b>July 29, 2024</b>	<b>2:00 PM CT</b>
<b>Executive Board Meeting</b>	<b>August 29, 2024</b>	
<b>Anticipated Start Date</b>	<b>September 1, 2024</b>	



### 3.5 PROPOSAL SUBMISSION

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

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

The landing page for this project is [found here](#). Otherwise, it is Public Purchase Bid Number 189349. Submission of proposals shall be made in English, in searchable PDF format, and must be uploaded via **Public Purchase** no later than 2:00 P.M. (Central Standard Time) – Monday, July 29, 2024.

It is the responsibility of the respondent(s) to ensure that the proposals are received at the web link as described above by the designated due date and time. NCTCOG assumes no responsibility for delays caused by postage, mail courier, email, package misdirection or any other form of delivery. Late proposals will not be opened nor considered in the evaluation of the proposal. Proposals may be withdrawn at any time prior to the submittal deadline, but they may not be withdrawn after the official opening.

Proposals received will be publicly opened after the response submission deadline at NCTCOG offices. Persons wishing to attend the opening should notify the receptionist upon arrival. A staff member will escort attendees to the opening location prior to the opening. Only the names of the Contractor submitting the proposal will be read aloud. No other information will be disclosed at that time.

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

### 3.6 PUBLIC OPENING

The public opening for this RFP will be conducted at approximately 2:05 PM CT on Monday, July 29, 2024. The meeting will be held digitally via Microsoft Teams, and will be recorded for the RFP file. Please be advised that a large volume of proposals will result in delays in the decryption process. Access information and the meeting invite will be posted to Public Purchase prior to the date of the public opening.

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

### **4.0 TIME FOR EVALUATION**

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

### **4.1 EVALUATION PROCESS**

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

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

### **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 award. Those so determined will be reviewed and scored. Clarification requests may be requested of firms where clarifying information is necessary to better understand 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:

Pass/Fail Criteria	Description	Percentage Points
<i>Key Personnel</i>	Points will be awarded on a pass/fail basis for the <u>clear inclusion</u> of the required components of <i>Key Personnel</i> information, as outlined in greater detail in <b>Section 5.0</b> .	Pass/Fail – 5%
<i>References</i>	Points will be awarded on a pass/fail basis for the <u>clear inclusion</u> of the required information regarding <i>References</i> , as outlined in greater detail in <b>Section 5.0</b> .	Pass/Fail - 5%
<b>Weighted Scoring Criteria</b>		<b>Weighted Maximum Percentage Points</b>
<i>Project-Related Experience and Qualifications</i>	Points will be awarded based on the <u>clear inclusion and quality of response</u> of response regarding the required information regarding <i>Project-Related Experience and Qualifications</i> , as outlined in greater detail in <b>Section 6.0</b> .	20%
<i>Technical Proposal</i>	Points will be awarded based on the <u>clear inclusion and quality of response</u> regarding the required details of the <i>Technical Proposal</i> , as outlined in greater detail in <b>Section 5.0</b> .	50%
<i>Proposal Pricing</i>	Points will be awarded based on responses to <i>Exhibit A - Pricing</i> , as outlined in greater detail in <b>Section 6.0</b> .	20%
<b>TOTAL POSSIBLE PERCENTAGE POINTS</b>		<b>100%</b>
<b>Additional Points Criteria</b>		<b>Additional Points</b>
<i>Proof of HUB Certification</i>	Points will be awarded upon submission of <u>proof of certification</u> as a Historically Underutilized Business (HUB), Minority, Women-Owned or Disadvantaged Business Enterprise.	5 points

## SECTION 5: SPECIFICATIONS

### 5.0 SCOPE OF WORK

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

#### **Service Category #1: Road and Asset Management Software**

#### **Service Category #2: Other Ancillary Products or Services**

The North Central Texas Council of Governments (NCTCOG) and its cooperative purchasing program TXShare are soliciting proposals for Artificially Intelligent software solutions capable of performing rapid objective condition assessments on the surface of the pavement. To maximize time and budget optimization, the software must also include fully customizable functionality that will enable TXShare Participating Entities (Participating Entities) to utilize the software for their road and asset management programs.

Traditionally, many cities/municipalities/counties task their own personnel to conduct manual visual assessments of their roads and assets on an annual basis, with subsequent creation of capital improvement plans based on these assessments.

In addition to manual pavement condition assessments, these governmental bodies are also often challenged with managing the installation and subsequent maintenance of numerous other owned assets associated with roadways. The intent of this solicitation to offer a software solution, via a cooperative contract, that streamlines this process and improves efficiency by way of machine learning/Artificial Intelligence captured by a mobile device mounted onto Participating Entity-owned automobiles.

The envisioned software will possess the following capabilities:

- Comprehensive visual documentation and identification of damage to roads.
- Automated cataloging and identification of damage of assets, including, but not limited to, manholes, street-signs, and catch-basins/gutters.
- Capable of identifying recommendations on where road improvements should be prioritized.
- Ability to enable the user to manually collect and easily communicate and export data.
- Flexibility and interoperability to work with other software currently deployed by TXShare Participating Entities (Geographic Information Systems, work-order software, etc.).

**5.0.1 Platform:** The software should be available through a combination of native mobile applications as well as a web-based application, accessible from any network connected device. Software will enable Participating Entities to collect data related to pavement conditions and/or roadway assets on an on-going basis. Captured data must be accessible via a secure web-based application. The application will include modules that allow Participating Entities to consolidate management of assets via the software. The following bolded functions are desired of the software.

**5.0.2 Collection of Data:** Participating Entities often prefer to avoid the purchase of specialized hardware that may require ongoing maintenance and updates. In this regard, the intent of this solicitation is seeking software that can collect pavement and asset related data using only a mobile device. The software will be able to analyze the data through use of the mobile device's camera, photographing the right-of-way while mounted on the windshield of a municipal or other designated vehicle.

**5.0.3 Manual Collection of Data:** The mobile application should enable the user to safely document the right of way without requiring the operator to stop the vehicle and/or remove their hands from the steering wheel.

**5.0.4 Artificial Intelligence:** The software should utilize Artificial Intelligence to independently detect and classify damage within the surface of the roadway.

The Artificial Intelligence should be capable of identifying if there is existing damage to the asset while notifying the user of potential safety hazards.

**5.0.5 Artificial Intelligence for Pavement Condition Assessments:** The software should capture images of the road and the right-of-way, as well as the ability to identify, classify, and record/report all damage with the surface of the road in an efficient manner.

The software must utilize an established assessment methodology that provides objective scoring to the rating of its road network. The software shall enable the user to toggle between various established pavement condition rating models, such as **EMI**, **PCI**, and **PASER** scoring.

**5.0.6 Artificial Intelligence for Asset Management: Street Signs**

Utilizing the photographs referenced in 4.02, the AI should include technology to identify all the Participating Entity's street-signs within the right-of-way. The software should assign each street-sign with a unique ID number so that the Participating Entity can manage the street-sign through the software's web application.

Artificial Intelligence should also be able to identify if the street signs are damaged. The ability to recognize if the street signs are missing from previous scans would constitute an additional benefit.

**5.0.7 Artificial Intelligence for Asset Management: Catch-Basins**

Utilizing the photographs referenced in 4.02, the Artificial Intelligence should also be able to identify all catch-basins within the right-of-way. The software should assign each catch-basin with a unique ID number so that the Participating Entity can begin to manage their catch-basin data through the software's web application.

Artificial Intelligence should also be able to identify if the catch-basin is lowered or outslipping, relative to the surface of the pavement.

### 5.0.8 Artificial Intelligence for Asset Management: Manholes

Utilizing the photographs referenced in 4.02, the Artificial Intelligence must also be able to identify all manholes within the surface of the pavement. The software should assign each manhole with a unique ID number so that the Participating Entity can begin to manage their catch-basin data through the software's web application.

Artificial Intelligence should also be able to identify if the manhole is lowered or outsticking, relative to the surface of the pavement.

### 5.0.9 Web Application for Management of Data

For management of data, Participating Entities shall be granted remote access to a web application to view the images and data collected. This web application should include the following functionality:

- Pavement Condition Module
- Construction Planning Module
- Asset Management Module
- Asset Based Task Management Module
- GPS Tracking Module
- Road Safety Alerts Module

#### 5.0.9.1 Pavement Condition Module (PCM)

The Pavement Condition Module will enable Participating Entities to identify, on a granular level, the class and severity of damage that exists across the road network. The PCM will enable the user to view each individual photograph of the right-of-way recorded by the mobile device.

**Color Coded Scoring + Grading:** Each Point and Segment should also be color-coded, based on its condition, that will enable Participating Entities to quickly visualize and identify areas of critical need. The module will enable Participating Entities to filter and visualize the number of road miles that fall within each grading.

**Road Class:** The PCM should enable Participating Entities to filter for different classes of road including, but not limited to:

- Motorways
- Trunk Roads
- Residential Roads
- Country Lanes

**Surface Type:** The PCM will enable Participating Entities to filter for different surfaces of road.

**Distress Type:** The PCM will enable Participating Entities to filter for different classifications of road distress including, but not limited to:

- Potholes
- Cracking
- Joint / Seam Failure (Longitudinal Cracking)

- Damaged Patching
- Poor Ride Quality

In addition to filtering for distress type, the PCM should also enable the user to filter based on pavement condition rating, both to the individual Geo-coordinate and to each overall segment.

**Reconstruction Suggestions:** The PCM should also assist Participating Entities with segments that are in immediate need of specific treatments. The PCM should suggest segments that need reconstruction, based on the following treatment proposals:

- Pavement Outburst Treatments
- Crack and Seam Sealing
- Segment Surface Renewal
- Full Segment Renewal

### 5.0.9.2 Construction Planning Module (CPM)

The software should contain a module that will enable Participating Entities to streamline planning, design, and execution phases of road rehabilitation projects. The software should include functionality that assist engineers, planners, and project managers in efficiently managing capital improvement:

Design and Planning - This shall include data related to:

- Costs
- Treatment Categories
- Construction Scheduling and Timelines
- Contractors
- Life Extension

Cost Estimation and Budgeting - Functions for estimating project costs, including materials, labor, and equipment, and managing budgets throughout the project lifecycle. To help the Government Entity maximize budget and workforce efficiency, the module shall also provide data related to budget efficiency, which shall look to compute areas of over/under spending based on damage to the road network.

### 5.0.9.3 Asset Based Task Management Module

The software shall contain a module featuring customization capabilities to manage all assets. The desired outcome is the ability to utilize the module as an active Geographic Information System.

**Task Management:** TXShare Participating Entities are seeking a digital tool to create better efficiency in day-to-day operational efficiency. The Task Management portion of the Asset Management module should include the ability to:

- Rapidly create a task related to an asset or any miscellaneous photograph.
- Label and prioritize the task.
- Digitally assign the task to a team-member
- Digitally assign a due date, including the ability to create a recurring task.
- Task Notifications, including system alerts for tasks that are overdue.

#### **5.0.9.4 GPS Tracking Module**

The software should have a separate module that tracks the movement of all Participating Entity employees who are using the software.

#### **5.0.9.5 Road Safety Alerts Module**

The software shall include a module that enables Participating Entities to respond more rapidly/efficiently to:

- Critical damage within the surface of the pavement
- Critical damage to assets that pose risk to drivers, non-motorized vehicles, and pedestrians.

#### **5.0.10 Sharing of Data: Emails, Printing, Excels, Interoperability**

The web application must include the functionality to seamlessly share data using other basic forms of data and sharing management used by Participating Entities.

- The web application should include functionality to directly generate and send data, photographs, and tasks, via email.
- The web application should include the functionality to generate printable documents.
- The web application should include functionality to generate/export data in Excel file format, including but not limited due:
  - Condition Assessment Reporting by individual geographic point.
  - Condition Assessment Reporting by individual segments.

#### **5.0.11 Cybersecurity Capabilities**

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

- NIST 800-171, 800-53, CSF
- Texas CSF
- ISO27001
- SOC 2
- FedRAMP
- TX-RAMP
- Cloud Security Alliance STAR
- PCI-DSS
- HITRUST

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

- Cybersecurity strategy and governance
- Risk management framework
- *3rd*-Party/Supply Chain risk management
- *3rd*-Party penetration testing, including frequency
- Data security



- Encryption in transit and at rest
- Data access by support personnel
  
- Personnel screening
- Physical security
- Software development life cycle security
- Network access controls
- Privileged level access controls
- Disaster recovery and business continuity
- Software Development Framework

In addition, proposers should outline their Single-Sign-On capabilities, e.g. support for SAML and integration with identity providers such as Azure Active Directory.

#### **5.0.12 Automated Construction Cost Calculation**

The desired software will have the capability to provide Participating Entities with predefined repair recommendations and their corresponding costs. This list of repairs should be updatable/customizable with specific pricing etc. The software should be able to be used by Participating Entities for budgeting purposes regarding the total costs of anticipated construction, and using the defined parameters, provide a total cost estimate.

#### **5.0.13 Roadway Lifecycle and Financial Forecasting**

The desired software will have the ability to forecast pavement conditions as a feature. Using the data collected along with any subsequent collections, the software will be able to generate forecast reports that would assist Participating Entities in the management of their paved surfaces, as well as budgeting for future repairs. Features desired for this function would include reports regarding the remaining service life of roadway assets as well as considerations of a Participating Entity's budget plan for financial forecasting. Together these tools will allow Participating Entities the ability to plan for roadway asset management/repair and allocate funding in parallel.

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

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

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

Respondents should prepare a proposal that describes the products and services that they are proposing to provide.

Proposals must demonstrate the respondent's capability to provide **all or part** of the requested services. A Respondent's proposal will be evaluated only for the products and services that they propose.

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

## **SECTION 6: REQUIREMENTS FOR RESPONDENT CATALOG OR PRICELIST**

When preparing your pricing, you should furnish pricing 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 pricing (or discount) will be incorporated into the Master Services Agreement with the awarded vendor(s). The pricing information provided in your proposal will be public information and will not be accepted marked as proprietary or confidential.**

### **6.1.0 Catalog Pricing**

There are two types of pricing that may be proposed for your catalog:

- **Discount** – Respondents 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”. This is the recommended method.

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 add, 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 that 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 for submitting 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.

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 of list price, may be only sold in companion with other goods and services specifically stated in the catalog under one of the other Categories. Goods or services that are listed under any Category, including Optional Ancillary Goods and Services, may be sold as stand-alone items.

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

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

- Unit Pricing - Respondents are requested to submit a proposal that will contain specific stated goods or services that would qualify under the Category. Each item on the schedule has a stated fixed price per unit. This is commonly referred to as “unit pricing”. All items offered should identify which Category of goods or services they are being offered under and a detailed schedule should be prepared listing the product item description, packaging size, unit of measure, and unit price.

Changes may not be made to a unit pricing catalog to add, modify or delete items or to the unit pricing itself without execution of a written contract amendment. Therefore, any changes to the catalog goods or services that the Contractor desires must be submitted in writing to NCTCOG. Unit prices may only be increased by written request and may be subject to acceptance by the NCTCOG through execution of a contract amendment.

Any good or service not specifically listed on the awarded unit price catalog is ineligible under the contract except under Category “Optional Ancillary Goods and Services”. These optional items, which are priced as a discount off of list price, may be only sold in companion with other scheduled goods and services specifically stated in the catalog under one of the other Categories. The total dollar value of these Optional Goods and Services category items may not exceed 25% of the order to be placed.

#### 6.1.1 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.

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

6.1.2 Exhibit 1 Categories Offered – All bidders must complete this form to indicate which categories they are offering in their proposal. Check the appropriate box. If you are offering an “Other Ancillary Good or Service”, you must list those goods and services under this Category in order for the goods or services to be considered for award. Failure by the responding vendor to submit the clarifications by the deadline requested may result in disqualification of the proposal.

Note that not all RFPs will contain an Exhibit Price Sheet.

6.1.3 Market Basket - For Evaluation Purposes Only (If Required).

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

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

6.1.4 Price Escalation/De-escalation.

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

A price change (based on the Bureau of Labor Statistics, Consumer Price Index escalation) may be considered. Price changes may not exceed the most recent 12-month CPI-U table. Request for increases must be submitted in writing for consideration. Should the price change be granted and the NCTCOG accepts, a written amendment will be executed.

Price decreases (or discount percentage increase) may be made at any time and without written agreement. Further, the awarded vendor may negotiate more favorable pricing terms with the individual customer based on quantity or other conditions of purchase without seeking approval from NCTCOG. 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.

6.1.5 Sales Tax & Freight.

Do not include sales tax in proposal pricing. Nearly all Customers will be tax exempt. Freight/shipping cost should be addressed in 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.

## 6.2 CONTRACT TYPE

This is a “sealed proposal” based on discount off price list All discount percentages shall remain firm for the duration of the contract. Vendor may submit updated pricelists reflecting market-wide price increase that occur during the term of contract, and shall provide upon request such supporting documentation as TXShare may require. In the event of price decreases, such price decreases shall be allowed for all products. A copy of, or link to, the vendor’s pricelist must be submitted with the Proposal.

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

## 6.3 CONTRACT TERM

Any contract resulting from this RFP shall be effective for **24 months** from the date of award. This Agreement 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. The option not to renew will be considered at NCTCOG’s discretion.

## 6.4 WARRANTY/GUARANTY

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

## 6.5 PRICING

This Request for Proposals requires “discount from catalog” pricing. Respondents should furnish a proposal that indicates a discount percentage to be applied to all items in Respondent's published catalog. A percentage discount of zero is acceptable. If tiered pricing is offered, Respondent must list quantities required for each tier. Respondent must submit the catalog or published pricelist with the Proposal via electronic, searchable .PDF format.

Respondent will not include freight, transportation and delivery charges or costs or sales tax in Proposal pricing. Refer to Section 6.1 for more information.

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

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

## **6.5 QUALITY**

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

1. Safety Requirements
  - a. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard
  - a. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.

## **6.6 NEW PRODUCTS AND SERVICES**

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

## **6.7 ALL OR NOTHING AWARD**

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

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

The NCTCOG's decision to make multiple awards or a single award will be based upon its sole discretion regarding the type of award that provides best value.



## SECTION 7: HOW TO SUBMIT YOUR PROPOSAL

### 7.0 INSTRUCTIONS FOR RESPONDENTS

Please provide a written response regarding ability to meet each requirement as outlined in the Specifications (Section 4). Include any additional pertinent information on how your proposed solution meets each requirement. Provide any pertinent additional functionality and/or services not outlined in the Scope of Work that you wish to offer.

**Important Note: Your proposal must consist of your responses to the Required Response Information outlined below and completed Attachments I-X.**

#### **Required Response Information**

Each section of information should be *clearly defined* using the following section or heading titles:

#### ***Certificate of Respondent and Statement of Understanding***

The initial submission pages of your proposal will consist of:

1. Addenda acknowledgement and signature of authorized representative (page 1 of this solicitation document)
2. A brief statement of the respondent's understanding of the work to be done or desired deliverables requested in the solicitation.

#### ***Key Personnel***

If applicable in providing services under this contract, attach statements of qualifications or resumes for all **managers, supervisors, and other team members** who will be involved in the management of the delivery of goods or services under this RFP. Please reference which staff possess the requested security certificates referenced in Section 5.0.

#### ***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 organization'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 respondent's current and/or past customers to evaluate the level of performance and customer satisfaction.

#### ***Project-Related Experience and Qualifications***

Proposals will be evaluated on the basis of experience in performing the requested goods/services.

Provide a written response regarding **organization's and/or individual's** ability to meet each requirement as outlined in the Scope of Work (Section 5.0). Include a brief statement of the respondent's background, including years in business, for the requested services and any additional pertinent information on how your proposed solution meets each requirement. Provide any pertinent additional functionality and/or services not outlined in the Scope of Work that you wish to offer. It should also clearly indicate any major requirements that cannot be met by the organization or individual.

If applicable, identify any subcontractors or third-party services that are utilized in the performance of fulfilling this RFP. Provide a general explanation and chart which specifies project leadership and reporting responsibilities, and how the team will interface with NCTCOG and Participating Entities' project management and team personnel.

## ***Technical Proposal***

**This section should constitute the major portion of the submittal. Respondent's proposal should detail their capabilities, knowledge and skills related to the desired deliverables and expectations as outlined in Section 5.0: Specifications.**

- A. Failure to provide written response to items indicated in this section will be interpreted by NCTCOG as an *inability* by the firm to provide the requested product, service or function.

Additional consideration may be allocated upon the following:

Proposal Narrative - This section should constitute the major portion of the submittal, describing the services you offer, in narrative form. Additionally, include specific responses to items listed below. NCTCOG encourages vendors to be creative when developing their proposals for the requested service(s). **IMPORTANT: Label this section of Tab D as "TAB D – A. Proposal Narrative".**

In TAB D, please answer the following questions in your proposal narrative. In your narrative, number your responses in accordance with the list of questions below:

### **Service Category #1: Road and Asset Management Software**

The vendors response should include addressing the following areas:

1. Describe the service product's full system detail and specifications, features, functions, and value proposition.
2. Describe briefly how the software is available through a combination of native mobile applications as well as a web-based application, accessible from any network connected computer.
3. Describe how your product avoids purchase of specialized hardware that may require ongoing maintenance and updates. How does the software collect pavement and asset related data using only a mobile device? Does the software analyze the data through use of the mobile phone's camera, photographing the right-of-way while mounted on the windshield of a municipal vehicle?
4. Does the software create photographic record of the right of way collecting the in each image for image identification number? Latitude and longitude? Date and time?
5. Regarding manual collection of data, does the mobile application enable the user to safely document the right of way without the user having to stop the vehicle and/or remove their hands from the steering wheel? In addition to a photographic record, does the software also allow the user to record an audio record to avoid having to utilize other forms of manual documentation?
6. After image capture, is visual access to this data available through a secured web-application in less than 30 calendar days after capture?
7. Does the software utilize Artificial Intelligence ("AI") to independently detect and classify damage within the surface of the roadway?
8. Does AI assist with managing its significant inventory of material assets, such as street-signs, catch-basins, and manholes?
9. Does the software record date and time?
10. Does AI identify if there is existing damage to the asset while notifying the user of potential safety hazards.
11. When the software capture images of the road and the right-of-way, does the software identify and classify all damage with the surface of the road?
12. Does the software utilize image recognition to identify and classify damage within the surface of the roadway, identify the classification of damage, and identify the severity of damage detected?
13. Does the software utilize an established assessment methodology that provides 100% objective scoring to the rating of its road network?
14. Does the software enable the user to toggle between various established pavement condition rating models, such as EMI, PCI, and PASER scoring?
15. Does AI include image recognition technology to identify street-signs within the right-of-way?
16. Does the software assign each street-sign with an ID number to manage the street-sign through the software's web application?

17. Does the AI identify if the street signs are damaged? If the sign is faded? If the sign is dirty? If the sign is hidden by natural growth (tree branches)? If the sign has been covered with a sticker or covered with graffiti?
18. Does AI identify catch-basins within the right-of-way? Does the software assign each catch-basin with an ID number to manage the catch-basin through the software's web application?
19. Does AI identify if the catch-basin is lowered or outslicking, relative to the surface of the pavement?
20. Does AI include image recognition technology to identify manholes within the right-of-way?
21. Does the software assign each manhole with an ID number to manage the manhole through the software's web application?
22. Does AI identify if the manhole is lowered or outslicking, relative to the surface of the pavement?
23. For management of data, does the software grant remote access to a web application to view the images and data collected.
24. Does the web application include pavement condition, construction planning, asset management, asset-based task management, GPS tracking module or road safety alerts?
25. Does the application enable the user to identify, on a granular level, the class and severity of damage that exists across the road network?
26. Will the user be able to view each individual photograph of the right-of-way recorded by the mobile device?
27. Is the user able to filter road condition data by an individual geo-coordinate or via full street segments (corner-to-corner)?
28. Is each geo-coordinate accompanied with the associated picture recorded by the mobile device along with a pavement rating score (based on the chosen rating system). In addition to an overall rating score, can AI also determine individual classes of distress and severity within the geo-coordinate?
29. Do full street segments also receive a pavement condition score? Is the aggregate a weighted rating of the full segment?
30. How are each point and segment condition grade identified? Does the module allow the user to filter and visualize the number of road miles that fall within each grading? How many different classes of damage does the module allow for?
31. What classes of road does the module include (ex. expressways, arterial roads, residential streets, country lanes)?
32. What types of road surfaces are categorized (ex. asphalt, gravel, concrete, cobblestone)?
33. What different classifications of road distress are categorized (ex. potholes, cracking, joint failure, damaged patching, poor ride quality, etc.)?
34. Does the module assist to identify segments that are in immediate need of specific treatments, such pavement outburst treatments, crack and seam sealing, segment surface renewal, full segment renewal, etc.)?
35. Does the software enable the user to streamline planning, design, cost estimation, and execution phases of road rehabilitation projects,
36. Does the software allow for the user to utilize the module as an active Geographic Information System?
37. Does the software feature a digital tool to create better task management efficiency in day-to-day operational efficiency?
38. Does the software have a function that tracks the movement of all user's employees who are using the software.
39. Does the software have a function that provides road safety alerts for critical damage within the surface of the pavement or to assets that pose risk to drivers, bikers, and pedestrians?
40. Does the software include the functionality to share data using other basic forms of data and sharing management, such as directly generate and send data, photographs, and even tasks, via email; generate printable documents; or to generate data in Excel file format?
41. Are there any subcontractors or third parties that would be involved in a project?
42. Provide a sample timeline with corresponding deliverables/benchmarks (i.e. delivery ARO, installation, training, go-live, etc.)
43. Please detail the service plan and service commitment for the ongoing maintenance and service to the product and associated equipment.
44. Is installation and start up done remotely or on site?
45. The Customer will typically expect to contact the Contractor and request a quote for services for the Customer's particular needs. Contractor is expected to provide a quote to include all charges incurred in fulfilling the terms of each contract in relation to those amounts and fees provided in the quote submission

and applying the specified discounts you will offer in your pricing proposal. The Contractor's quote shall provide a price breakdown for all equipment and service separately as well as totals for all together. Please explain how your quote process may deviate.

### **Service Category #2: Other Ancillary Services**

46. Are there additional optional ancillary services that you wish to offer for consideration? Examples may include hardware, maintenance, etc. Please describe any other service or product that you wish to propose in addition to Service Category 1; or simply state that you will offer any additional product or service at a chosen percentage discount off list pricing.

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

- B. Proposed Scope of Services - **IMPORTANT: Label this section of TAB D as "Tab D - B. Proposed Scope of Services"**.

Please prepare a description of the goods & services you are offering. This will be accomplished by taking the Scope of Services found in Section 5 of this RFP and modifying it to the extent necessary to reflect the services you are offering in your proposal. This scope may be subject to negotiation with the NCTCOG to achieve a final agreed-upon "Best and Final Offer". If you are awarded a contract, this Scope of Services will be incorporated in its entirety in the Master Services Agreement ("MSA"). Please note that all MSAs become public information upon execution. Do not include any confidential or proprietary material in your Scope of Services.

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

### ***Pricing***

Respondents should furnish a proposal that specifies pricing for the services they propose as Attachment A. For more information, please refer to **Section 6** for instructions and **Attachment A** of this document.

Points will be awarded on the basis of the competitiveness of the Cost Proposal. <OR>

Points will be awarded on the basis of the overall cost effectiveness and clarity in identifying/explaining costs.

**HUB Bonus** – 5 additional points will be awarded upon submission of proof of certification as a Historically Underutilized Business (HUB), Minority, Women-Owned or Disadvantaged Business Enterprise.

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



## REQUIRED ATTACHMENT CHECKLIST

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

- Page 1 - Cover Sheet
- Page 29 - Attachment I: Instructions for Proposals Compliance and Submittal
- Page 30 - Attachment II: Certification of Respondent
- Page 31 - Attachment III: Certification Regarding Debarment
- Page 32 - Attachment IV: Restrictions on Lobbying
- Page 34 - Attachment V: Drug-Free Workplace Certification
- Page 35 - Attachment VI: Certification Regarding Disclosure of Conflict of Interest
- Page 38 - Attachment VII: Certification of Fair Business Practices
- Page 39 - Attachment VIII: Certification of Good Standing Texas Corporate Franchise Tax Certification
- Page 40 - Attachment IX: Historically Underutilized Businesses, Minority Or Women-Owned Or Disadvantaged Business Enterprises
- Page 41 - Attachment X: Federal and State of Texas Required Procurement Provisions
- Page 44 - Exhibit A: Description of Desired Product Categories for Proposed Pricing
- Page 45 - Exhibit B: Sample Market Basket Form
- Page 46 – Exhibit C: Service Area Designation Forms
  
- Respondent recognizes that all proposals must be submitted electronically through Public Purchase by the RFP due date and time. All other forms of submissions will be deemed nonresponsive and will not be opened or considered.

**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, Respondent 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, Respondent acknowledges that it has read and understands the insurance requirements for the submission. Respondent 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 Respondent's proposals. The insurance requirements are outlined in Section 2.2 - General Terms and Conditions.

Name of Organization/Contractor(s):

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Signature of Authorized Representative:

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Date: \_\_\_\_\_

**ATTACHMENT II:  
CERTIFICATIONS OF RESPONDENT**

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, \_\_\_\_\_(typed or printed name) certify that I am the \_\_\_\_\_ (title) of the corporation, partnership, or sole proprietorship, or other eligible entity named as Respondent 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 Respondent by authority of its governing body.

Name of Organization/Contractor(s):

\_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

Date: \_\_\_\_\_



**ATTACHMENT III:**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

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

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

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

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

Name of Organization/Contractor(s):

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Signature of Authorized Representative:

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Date: \_\_\_\_\_

**ATTACHMENT IV:  
RESTRICTIONS ON LOBBYING**

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

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

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

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

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

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

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

Name of Organization/Contractor(s):

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Signature of Authorized Representative:

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Date: \_\_\_\_\_

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

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

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

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

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

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

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

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

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

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

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

Name of Organization/Contractor(s):

\_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

Name of Organization/Contractor(s):

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Signature of Authorized Representative:

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Date: \_\_\_\_\_

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

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.

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

### OFFICE USE ONLY

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**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.

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?

Yes       No

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?

Yes       No

**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.

**6**  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).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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

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

Name of Organization/Contractor(s):

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Signature of Authorized Representative:

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Date: \_\_\_\_\_





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

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

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

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

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

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

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

**Indicate all that apply:**

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

**ATTEST TO Attachments of Certification:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed Name                      \_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ (month), 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (county), \_\_\_\_\_ (state).

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

**ATTACHMENT X**

**NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS**

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

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

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

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

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

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

**SIGNATURE OF AUTHORIZED PERSON:** \_\_\_\_\_

**NAME OF AUTHORIZED PERSON:** \_\_\_\_\_

**NAME OF COMPANY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

-OR-

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

**SIGNATURE OF AUTHORIZED PERSON:** \_\_\_\_\_

**NAME OF AUTHORIZED PERSON:** \_\_\_\_\_

**NAME OF COMPANY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS**

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

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

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

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

B) An exception to this provision excludes the following:

I. contracts with a sole-source provider; or

II. the government entity does not receive bids from companies who can provide written verification.

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

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

**SIGNATURE OF AUTHORIZED PERSON:**

\_\_\_\_\_

**NAME OF AUTHORIZED PERSON:**

\_\_\_\_\_

**NAME OF COMPANY:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

**-OR-**

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

**SIGNATURE OF AUTHORIZED PERSON:**

\_\_\_\_\_

**NAME OF AUTHORIZED PERSON:**

\_\_\_\_\_

**NAME OF COMPANY:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

**BOYCOTTING OF CERTAIN ENERGY COMPANIES**

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

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

- I. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil 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.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

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**-OR-**

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

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

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**EXHIBIT A**  
**Description of Desired Product Categories for Proposed Pricing**

Respondents should furnish a proposal that specifies pricing for the products and services they propose.

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

The following selection is not **all-encompassing**, and additional categories are desired if Respondent is capable of providing.

NCTCOG prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve TXShare Members under a resulting contract.

NCTCOG desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of TXShare current and potential members.

Using as many pages as necessary, please provide your pricing information as Exhibit A of your proposal response. Provide this sheet as your first page.

Please refer to Section 6 for guidance.

**CATEGORIES OFFERED**

**Place a “X” next to each category you are offering in your proposal:**

**Service Category #1: Road and Asset Management Software**

**Service Category #2: Other Ancillary Goods or Services (List Below)**

**EXHIBIT B**  
**Sample Market Basket Specifications and Pricing Form**

This will be used for **evaluation purposes of your response only**.

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

*Respondents are encouraged to provide a market equivalent if their company does not offer the item used to generate specifics.*

Market Basket Scenario: The purpose of this exercise is to establish value of a proposal when Respondents propose cost based on percentage-discount options. For example, a 15% catalog discount on products or services results in varying net pricing from firm to firm. The Market Basket presents a uniform scenario that will reveal net pricing value from each proposer.

Scenario: Submit pricing based upon the following conditions that were performed manually for a TXShare Participating Entity in previous years. The analysis was performed in the traditional manual method, and we ask for you to assume that the same conditions would apply for your drive/analysis.

Note: It is understood that there is no information regarding actual pavement condition or degradation. Such items cannot be incorporated into a Market Basket Scenario and are not anticipated for this exercise.

With this last point in mind, please provide market basket pricing for a drive/analysis that would consist of the following conditions:

Description	Quantities to be Used
Pavement Miles	6,000
Sidewalk	5,000
ADA Ramps	100,000
Signs	25,000
Photos	136,000 (For items 1, 2, 3 and 4)
Curb and Gutter (ft)	23,760,000 ft (4500 miles)
In-Pavement Features	2
Participants	1
Training	1
GPR (days)	5
Mobilization Fee (includes all tasks combined into one)	Combined total

## EXHIBIT C

<b>RFP 2023-059</b>	<b>Texas Service Area Designation or Identification</b>		
<b>Proposer Name:</b>			
<b>Notes:</b>	<b>Indicate in the appropriate box whether you are proposing to service the entire State of Texas</b>		
	Will service the entire State of Texas	Will not service the entire State of Texas	
	<b>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.</b>		
<b>Item</b>	<b>Region</b>	<b>Metropolitan Statistical Areas</b>	<b>Designated Service Area</b>
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	



RFP 2023-059	<b>Nationwide Service Area Designation or Identification Form</b>		
<b>Proposer Name:</b>			
<b>Notes:</b>	<b>Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.</b>		
	Will service all Fifty (50) States	Will not service Fifty (50) States	
	<p><b>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.</b></p> <p><b>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.</b></p>		
<b>Item</b>	<b>State</b>	<b>Region/MSA/City</b>	<b>Designated as a Service Area</b>
1.	Alabama		
2.	Alaska		
3.	Arizona		
4.	Arkansas		
5.	California		
6.	Colorado		
7.	Connecticut		
8.	Delaware		
9.	Florida		
10.	Georgia		
11.	Hawaii		
12.	Idaho		
13.	Illinois		
14.	Indiana		
15.	Iowa		
16.	Kansas		
17.	Kentucky		
18.	Louisiana		
19.	Maine		
20.	Maryland		
21.	Massachusetts		

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