

# TXShare

Your Public Sector Solutions Center

REQUEST FOR PROPOSALS  
For  
**Property Cleanup, Tree Trimming & Debris Removal Services**  
RFP # 2024-049

Sealed proposals will be accepted until 2:00 PM CT, **March 11, 2024**, and then publicly opened and read aloud thereafter.

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Legal Name of Proposing Firm

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Contact Person for This Proposal

Title

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Contact Person Telephone Number

Contact Person E-Mail Address

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Street Address of Principal Place of Business

City/State

Zip

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Mailing Address of Principal Place of Business

City/State

Zip

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Point of Contact for Contract Negotiations

Title

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Point of Contact Telephone Number

Point of Contact Person E-Mail Address

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

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

(Cover Sheet)

## SECTION 1: OVERVIEW

### 1.0 PURPOSE

The North Central Texas Council of Governments (“NCTCOG”) seeks an experienced vendor or vendors to provide the goods or services described below 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.

Services include, but are not limited to, executive search and recruitment, leadership assessment, succession planning, board services, interim executives, and other related ancillary consulting services.

#### 1.0.1 Definitions:

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

#### 1.0.2 Outcome.

The desired outcome of this RFP for **Property Cleanup, Tree Trimming & Debris Removal Services** 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 in **removal of tree debris after a weather event, mowing and cleaning lots, and trimming of trees, along with ancillary services**. NCTCOG intends to award a contract to one or more firms, dependent upon the evaluation of the quality and quantity of proposals received. Members of TXShare will have access to the awarded contracts if desired to negotiate specific sub agreements with the awarded CONTRACTOR(S) when the need arises.

The desired service categories are as listed below:

**Service Category #1: Property Cleaning and Mowing**

**Service Category #2: Tree Trimming and Tree Care By Certified Arborist**

**Service Category #3: Emergency Removal of Storm Downed Trees and Limbs**

**Service Category #4: Other Ancillary Services**

## 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 in an effort to obtain a more economical purchase.

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

### 2.0.2 How Does A Government Entity Benefit?

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

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

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

### 2.0.2 How Does A Vendor Benefit?

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

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

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

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

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

### 2.0.3 Mutual Benefits.

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

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

## 2.1 **NCTCOG OVERVIEW**

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

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

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

## **2.2 TXSHARE PROGRAM EXPLANATION**

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

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

## **2.3 CONTRACT MANAGEMENT AND REPORTING**

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

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

## **2.4 ADMINISTRATIVE FEE**

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

## **2.4 INTERLOCAL AGREEMENT**

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

## **SECTION 3: GENERAL INFORMATION**

## **3.0 CONTRACT INTENT**

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

**3.1 ADMINISTRATIVE GUIDANCE**

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

**3.2 ADDENDA**

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

**3.3 SOLICITATION SCHEDULE**

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

The anticipated schedule is as follows:

<b>RFP Issued</b>	<b>February 13, 2024</b>	
<b>Pre-Proposal Conference</b>	<b>February 21, 2024</b>	<b>10:00 AM CT</b>
<b>Inquiry Period Ends</b>	<b>March 5, 2024</b>	<b>5:00 PM CT</b>
<b>Proposal Due Date</b>	<b>March 11, 2024</b>	<b>2:00 PM CT</b>
<b>Planned Contract Award</b>	<b>April 2024</b>	

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

**3.4 PRE-PROPOSAL CONFERENCE**

There is a NON-MANDATORY pre-proposal conference scheduled for **10 AM CT February 21, 2024**, via a Microsoft TEAMS meeting. The purpose of the meeting is to provide insight to attendees into how a purchasing cooperative works and how the awarded contract(s) are utilized. There will be a question-and-answer period as well.

**To join on your computer, mobile app or room device:**

Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 290 494 335 537

Passcode: ZwruQS

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 903-508-4574](tel:+19035084574).,241740524# United States, Tyler

Phone Conference ID: 241 740 524#

### 3.5 **QUESTIONS AND REQUESTS FOR CLARIFICATION (INQUIRY)**

Questions arising subsequent to the issuance of this solicitation will be received until 5:00 PM CT, **March 5, 2024**, and must be submitted electronically to [www.publicpurchase.com](http://www.publicpurchase.com). Questions received after this time may not be answered in sufficient time to benefit the vendor in preparing a proposal. General questions about the process may be answered directly to the inquirer. Any questions of a material nature that require clarification of, or additional information added to, the solicitation will be published via addenda posted to the Public Purchase website and available for viewing of all registered participants.

Proposers are responsible for reviewing the solicitation posting on the website [www.publicpurchase.com](http://www.publicpurchase.com) for any updates related to this RFP prior to the closing date.

### 3.6 **PROPOSAL SUBMISSION**

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

Submission of your proposal must be through uploading the proposal via Public Purchase website no later than **2:00 PM CT March 11, 2024**. Proposals shall be made in English in a searchable PDF format. It is your responsibility to ensure that the proposals are properly uploaded as described above by the designated due date and time. NCTCOG assumes no responsibility for delays caused by any reason. Late proposals will not be accepted nor considered. Proposals may be withdrawn at any time prior to the submittal deadline, but they may not be withdrawn after the official opening.

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

### 3.7 **PUBLIC OPENING**

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

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

## **SECTION 4: SPECIFICATIONS**

### 4.0 **SCOPE OF WORK**

The desired outcome of this RFP for **Executive Search Consulting and Related Services** is to retain a contractor(s) to supply municipalities, counties, school districts and other agencies with the services listed below:

**SERVICE CATEGORY #1: PROPERTY CLEANING AND MOWING**

**SERVICE CATEGORY #2: TREE TRIMMING AND TREE CARE BY CERTIFIED ARBORIST**

**SERVICE CATEGORY #3: EMERGENCY REMOVAL OF STORM DOWNED TREES AND LIMBS**

**SERVICE CATEGORY #4: OTHER ANCILLARY SERVICES YOU WISH TO PROPOSE**

## 4.1 TECHNICAL

This section provides a detailed explanation of the Scope of Services.

### 4.1.1 Goods or Services Desired.

NCTCOG is requesting proposals from qualified firms to provide **Property Cleanup, Tree Trimming & Debris Removal Services** as described herein.

CONTRACTOR will furnish all labor, equipment, and material suitable in kind, quantity, and capacity necessary to properly perform the services they propose to provide.

#### **SERVICE CATEGORY #1 – PROPERTY CLEANING AND MOWING**

The work to be performed may include the clearing and mowing of one or more of the following areas and:

- Public Street Right of Way – includes the street right-of-way in front of the property between the edge of the pavement and the property line; the work shall also include the clearing and mowing of the portion of vacant right-of-way or abandoned alley and the property line of the abutting real property.
- Public Property Vacant Lot – includes publicly owned lots that require clearing and mowing.
- Private Property - property that is in violation of code regulations and Customer has a legal order to clear and or mow the property.

The work expected is outlined in four different categories. The following is a description of the work expected in each category:

- LIGHT - Use of a commercial tractor mower to cut grass, weeds, and overgrowth not exceeding 32 inches in height. Requires relatively little equipment and utilization of relatively simple cleaning processors. Requires removal of non-vegetative debris generated by CONTRACTOR's work activity.
- MEDIUM - Use of commercial tractor mower to cut grass, weeds and overgrowth exceeding 32 inches in height, but not greater than 60 inches. Generally, requires the use of a front-end loader and trucks to clean up existing non-vegetative debris.
- HEAVY - Use of a heavy industrial type mowing equipment to cut grass, weeds, and overgrowth exceeding 60 inches in height. Generally, requires the removal of large amounts of trash and debris. Requires the use of a front-end loader and dump truck to clean up existing non-vegetative debris.
- EXTRA HEAVY - Use of heavy industrial type mowing equipment to cut grass, weeds, and overgrowth. Generally, requires the removal of large amounts of trash and debris to include, but not limited to, tires, heavy furniture, dead trees, appliances, and other large construction or building materials. Requires the use of a front-end loader and dump trucks to clean up existing non-vegetative debris.

Work may include the following items:

4.1.1.1 Clearing: Clearing (bulldozing) is defined as the clearing of land by mechanical means through a device which scrapes the surface of the land, whether it be even or have mounds of dry fill, and frees it from weeds, brush and debris as well as manual efforts with hand tools. Clearing shall include the trimming and clearing of all vegetation except valuable trees and cultivated plants.

4.1.1.2 Tractor Mowing: Tractor mowing is defined as the clearing of land by mechanical means through a device which mows or cuts, by blades, the weeds and brush to the height of not more than 4 inches from the surface of ground (except valuable trees and plants). Tractor mowing shall be used as the

means to clear lots where the terrain is level but containing high weeds and/or brush. Vegetation, such as small brush, weeds and grass may be left on the site after cutting providing that it is crushed, chipped or otherwise ground into small particles and spread evenly over the site so that no piles of debris remain. This will only be allowed when vegetation decays or decomposes and blend into the soil within a period of approximately 30 days or less.

- 4.1.1.3 Pick-Up/Loading: Pick-up/loading comprises the clearing of the land through mechanical or hand means including, but not limited to, raking, pitchforking, or shoveling, use of a backhoe, etc., to pick up paper, cardboard, cans, bottles, tires, scrap metal, building materials and debris. All debris, (to include existing debris and contractor generated debris), vegetation, trash, and rock will be loaded into dump trucks properly equipped for over-the-roadway hauling/dumping.
- 4.1.1.4 Trimming: Trimming work shall include the clearing of all vegetative growth except valuable trees and cultivated plants in accordance with the removal and proper disposal of all trimmings and debris from the property.
- 4.1.1.5 Hauling: CONTRACTOR shall remove from the property all trimmings and debris found thereon. The CONTRACTOR must haul and lawfully dispose of trash, brush, dead trees, and refuse (but not limited to) from the lot clearing site.
- 4.1.1.6 Sidewalks: Prior to commencing any work, the CONTRACTOR shall examine the condition of any sidewalk located on or adjacent to the site, noting any cracked or broken areas or potholes and shall notify CUSTOMER of same. Any sidewalk damaged because of the CONTRACTOR's work shall be repaired or replaced by the CONTRACTOR at its expense, in accordance with current CUSTOMER specifications for such work. New concrete sidewalk sections required for such repair shall consist of full flags only and they shall match the grade, dimensions, color, and finish of the existing adjacent sidewalk. Repairs to damaged surface treatment shall be made by replacement of patching as directed by the CUSTOMER.
- 4.1.1.7 Finish: Prior to acceptance of the work by the CUSTOMER, all grass and weeds must be mowed to within four inches of the ground. Any grass or weeds exceeding four inches in height constitutes unsatisfactory performance, and the CONTRACTOR will not receive payment until same is corrected. CONTRACTOR shall remove any trash or debris generated in the fulfillment of this award. If the CONTRACTOR, in its pre-site review, identifies conditions other than those indicated on the CONTRACTOR Worksheet, it should contact the CUSTOMER so that an amendment to the worksheet can be approved.
- 4.1.1.8 Scheduling: The CUSTOMER shall prepare a list(s) of sites and instructions for clearing, tractor mowing, trimming, pick-up/loading and hauling. CONTRACTOR will be given at least seven calendar days' notice prior to the call for its services to commence operation.
- 4.1.1.9 Hours: Work shall be measured and paid for work time on the job only. The CUSTOMER shall not pay for travel time and breaks. The standard hours covered by this pay item are defined as Monday through Friday 6:30 am - 5:00 pm unless agreed upon otherwise with the Customer.
- 4.1.1.10 Measure and Payment: Work shall be measured and paid for by the unit price stated in your proposal for each category. Unit price shall be submitted on the attached Exhibit 1. Please include in your proposal Exhibit 1 with the calculation that will be used to determine the billable fee for service, the unit of measure, and the per unit pricing.

NOTE: IF YOU ARE TAKING EXCEPTION TO ANY OF THE ABOVE REQUIREMENTS, OR WISH TO PROPOSE AN ALTERNATIVE, THEN CLEARLY STATE SUCH IN YOUR PROPOSAL.

## **SERVICE CATEGORY #2 - TREE TRIMMING AND TREE CARE BY CERTIFIED ARBORIST**

The work to be performed shall include services necessary to maintain the CUSTOMER's wooded areas in a manner that addresses tree health and public safety. Areas maintained may include, but are not limited to, the following:

- public property
- parks
- greenspaces
- medians
- roads
- right-of-way
- line-of-sight maintenance and clearance

The projects areas will be identified by the CUSTOMER as they arise, and work orders will be executed on an as needed basis.

4.1.1.11 The work expected is outlined in twenty-one different labor, equipment, and material categories. The following is a description of the work anticipated:

- Crew Technician labor rate for Services during normal business hours, defined as Monday through Friday 6:30 am - 5:00 pm
- Supervisor labor rate for Services during normal business hours, defined as Monday through Friday 6:30 am - 5:00 pm
- Licensed Applicator labor rate for Services during normal business hours, defined as Monday through Friday 6:30 am - 5:00 pm
- Licensed Irrigation Technician labor rate for Services during normal business hours, defined as Monday through Friday 6:30 am - 5:00 pm
- Traffic Control Competent Person labor rate for Services during normal business hours, defined as Monday through Friday 6:30 am - 5:00 pm
- Arborist Consulting labor rate for services during normal business hours, defined as Monday through Friday 6:30am - 5:00 pm
- Tree Protection labor rate services during normal business hours (fencing, mulching, temporary road and access construction).
- Aerial Lift With Dump
- Split Dump Truck
- Stump Grinder
- Brush Chipper
- Mobilization
- Arrow/Message Board
- Flagman
- Crane Rental
- Crane Rental Mobilization
- Heavy Crane Rental
- Heavy Crane Rental Mobilization
- Other Equipment
- Other Labor
- Treatment Materials

4.1.1.12 Requirements: The CONTRACTOR will provide all labor, supervision, equipment, tools, safety equipment, transportation, verification, expertise, and all other necessary ancillary items for proper execution and completion of project requests as specified herein. The materials and services provided by the CONTACTOR will comply with all current Federal, State, and local laws, CUSTOMER ordinances, rules, and regulations.

Since this work is of a potentially hazardous nature and requires special expertise, it is to be performed by a CONTRACTOR that derives a majority of its annual income from arboricultural work and whose employees are highly trained and skilled in all phases of tree service work. CONTRACTORS must meet the minimum specifications as stated below. Services may include, but are not limited to, the following:

- Remove or prune designated trees;
- Reserve and provide appropriate traffic controls;
- Reserve workspace along streets;
- Grind out stump when tree is to be removed, if required;
- Remove excess material and clean the site of work-related debris;
- Guarantee that specifications are met;
- Provide a safe worksite and enhance safety of the community;
- Provide a skilled technician and spray rig to perform deep root fertilizations;
- Provide a skilled technician, air spade equipment, and truck to perform root collar excavations, when needed;
- Provide a skilled technician and spray equipment to perform herbicide applications.
- All CONTRACTOR staff must be easily identifiable as an employee of their agency through uniform or other visually recognizable indicators while performing services on this contract for the CUSTOMER.

4.1.1.13 Minimum Qualifications: The tree crew must have a minimum of three (3) years' experience providing tree maintenance services.

Have employee(s) or access to available personnel with the following trade experiences, licenses, and qualifications:

- An ISA Certified Arborist or degreed forester, with at least three (3) years of experience and a certification in Oak Wilt prevention. The CUSTOMER reserves the right to determine comparable credentials.
- A Licensed Pesticide Applicator, currently certified by the State of Texas Structural Pest Control Board or Department of Agriculture, to make or supervise the application of chemicals. If the licensed employee(s) leaves the CONTRACTOR's employment, no herbicide application will be performed until the Contract Manager or designee provides written approval of the CONTRACTOR's replacement licensed applicator.
- Be capable of supplying crews containing a minimum of three (3) workers for regularly requested services per project site.
- The crew supervisor must be a Certified Arborist with a minimum five (5) years of experience, and must read, speak, and write English proficiently.

The contractor must have in their possession or available to them by formal agreement with a third party the following items: trucks, devices, chippers, hand tools, aerial, and other equipment and supplies which are necessary to perform the work as outlined within this RFP.

4.1.1.14 Work Procedures: Work procedures shall be as follows:

- Job Work Plan: In advance of each job, the CUSTOMER will contact the CONTRACTOR to meet on site and discuss a work plan for that job and identify any subterranean utility lines.
- Job Agreement: After the site visit, the CONTRACTOR will send the written work plan to the CUSTOMER. Any anticipated expenses above the daily rate must be included in the work plan. Once agreed upon by the CUSTOMER, work may be scheduled.
- On-Site Supervision: The CONTRACTOR has a supervisor to communicate the work plan to the crew and is available in-person or on-call via mobile telephone throughout all hours of operation. The supervisor must be able to speak, read, and write English. The CUSTOMER may issue directives to the supervisor, who will then coordinate with their

staff to act upon such directives within the Project Work Order and under the contracted pricing. CONTRACTOR's staff are not to take direction from any person without coordination between the CUSTOMER and the CONTRACTOR's supervisor unless immediate action is required to prevent personal injury or damage to property. If the work plan changes unexpectedly due to unforeseen issues, the supervisor will immediately contact the CUSTOMER to develop a contingency plan.

- Verification: The CUSTOMER will inspect all work within seven (7) days of completion to ensure it has been completed to specifications in the Project Work Order. If work is not completed per specifications or if the quality of work is not satisfactory, the CONTRACTOR will return to complete the job within seven (7) days at their own expense. Payment will not be issued until work is completed to specifications and the standard of work is acceptable to the CUSTOMER.

4.1.1.14 Work Standards and Certifications: The required standards and certifications are as follows:

- ANSI A300 Part 1: All pruning work will be completed in accordance with the American National Standards Institute (ANSI) A300 Part 1 – Pruning standard practices for tree care operations.
- ANSI A300 Part 6: All planting work will be completed in accordance with the American National Standards Institute (ANSI) A300 Part 6 – Planting and Transplanting standard practices for tree care operations.
- ANSI A300 Parts 1-8: All work will be completed in accordance with the American National Standards Institute (ANSI) Parts 1-8:

Part 1 – Pruning;  
Part 2 – Soil Management;  
Part 3 – Supplemental Support Systems;  
Part 4 – Lightning Protection Systems;  
Part 5 – Management;  
Part 6 – Planting and Transplanting;  
Part 7 – Integrated Vegetation Management;  
Part 8 – Root Management Standard;  
Part 9 – Tree Risk Assessment; and  
Part 10 – IPM (Integrated Pest Management).

- ANSI Z133: Safety Standard pertaining to arboriculture safety requirements for pruning, repairing, maintaining, and removing trees; cutting brush; and for using equipment in such operations.
- First Aid/CPR/Aerial Rescue/EHAP: At least one (1) member of the working crew must possess current certification in First Aid, CPR, Aerial Rescue, and Electrical Hazards Awareness Program (EHAP).
- TCIA Accreditation: CONTRACTOR will provide documentation showing current accreditation with the Tree Care Industry Association.
- ISA Certified Arborist: CONTRACTOR will provide documentation showing at least one International Society of Arboriculture (ISA) Certified Arborist is on local staff and actively involved with the project.
- Licensed in the State of Texas: CONTRACTOR will provide documentation of current license with the Texas Department of Agriculture Structural Pest Control Services.

- 4.1.1.15 Preferred Certifications: Are as follows:
- Board Certified Master Arborist: CONTRACTOR will provide a copy of Board-Certified Master Arborist certification, if applicable.
  - Certified Tree Climber: CONTRACTOR will provide a copy of Tree Climber Certification, if applicable.
  - Certified Aerial Lift Operator: CONTRACTOR will provide copy of Aerial Lift Operator Certification, if applicable.
- 4.1.1.16 Environmental Requirements: CONTRACTOR will adhere to the most current versions of environmental regulations and any other applicable Federal, State, and Local ordinances and laws.
- 4.1.1.17 Tree Maintenance Services: Provide scheduled and emergency tree care services including, but not limited to, the following:
- Tree Pruning, to focus on:
    - Remove dead, broken, hanging, poorly attached, or diseased branches;
    - Structural pruning to reduce weight, wind resistance, and risk of failure;
    - Reduce or remove codominant stems and limbs with defective branch unions; and
    - Install cables or bracing where appropriate.
  - Tree Removal and Dismantling:  
All branches too large to support with one (1) hand will be pre-cut using the “three-cut pruning method” to avoid splitting or tearing of the bark.
  - Pruning will conform to the latest version of standards of the International Society of Arboriculture (ISA) and/or Tree Care Industry Association (TCIA) ANSI.
  - Equipment that will damage the bark or cambium layer will not be used on or in trees.
  - The CONTRACTOR will remove all cut limbs from the crown upon pruning completion and clean up branches, logs, and any other debris resulting from any tree pruning promptly and properly. The CONTRACTOR is responsible for the disposal of debris.
  - Trees impeding vehicle or pedestrian traffic as well as obstructing traffic control devices (stop signs, yield signs, traffic lights, etc.) will be pruned to provide the desired clearance requested by the CUSTOMER.
  - If a tree to be removed overhangs onto private property, the CONTRACTOR will notify the property owner following procedures provided by the CUSTOMER.
- 4.1.1.18 Traffic Control: Traffic control is the total responsibility of the CONTRACTOR and will be coordinated with the CUSTOMER in accordance with State, County, and Local highway construction codes. The CONTRACTOR will be solely responsible for pedestrian and vehicular safety and control within the worksite. The CONTRACTOR will provide the necessary warning devices, barricades, and personnel needed to give safety, protection, and warning to pedestrian and vehicular traffic within the area. Blocking of public streets, roadways, and driveways will not be permitted unless prior arrangements have been coordinated with the CUSTOMER.
- 4.1.1.19 Utilities: The CUSTOMER will make all subterranean utility lines known to the CONTRACTOR during the job site evaluation prior to work. The CONTRACTOR will make safe all power lines, will protect all utilities from damage, will immediately contact the appropriate utility if damage should occur, and will be responsible for all claims for damage due to operations within the scope of this contract.

The CONTRACTOR will arrange with the utility for the removal of all necessary limbs and branches that may conflict with or create a personal injury hazard in conducting the operations of this contract. If the CONTRACTOR has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the CONTRACTOR in waiting for the utility to complete its work will not be the responsibility of the CONTRACTOR.

- 4.1.1.20 Safety: Work must conform to the latest revision of ANSI Z133 (Safety Requirement for Pruning, Trimming, Repairing, Maintaining, Removing Trees, and for Cutting Brush).
- 4.1.1.21 Scheduling: The CUSTOMER shall prepare a list(s) of sites and instructions for trimming, pick-up/loading and hauling. CONTRACTOR will be contacted by the CUSTOMER to schedule work and given at least seven calendar days' notice prior to the call for its services to commence operation.
- 4.1.1.22 Cleanup/Debris Removal: Under no condition will the accumulation of brush, branches, logs, or other debris be allowed upon CUSTOMER or other public property in such a manner as to result in a public hazard. Cleanup procedures will be completed within four (4) hours after debris has been placed around the site of each tree requiring pruning or removal. The worksite will be left equal to or cleaner than pre-work conditions. Tree parts dropped or lowered from trees will be kept off private property. It will be the responsibility of the CONTRACTOR to remove and dispose of all logs, brush, and debris resulting from the tree maintenance operations at an approved designated CUSTOMER facility in a proper and acceptable manner.
- 4.1.1.23 Measure and Payment: Work shall be measured and paid for by the unit price stated in your proposal for each category. Unit price shall be submitted on the attached Exhibit 1. Please include in your proposal Exhibit 1 with the calculation that will be used to determine the billable fee for service, the unit of measure, and the per unit pricing.

NOTE: IF YOU ARE TAKING EXCEPTION TO ANY OF THE ABOVE REQUIREMENTS, OR WISH TO PROPOSE AN ALTERNATIVE, THEN CLEARLY STATE SUCH IN YOUR PROPOSAL.

### **SERVICE CATEGORY #3 – EMERGENCY REMOVAL OF STORM DOWNED TREES AND LIMBS**

During a weather event such as a windstorm, tornado, hurricane, ice storm, or other weather event, there may be an urgent need to cut up and remove downed trees or limbs and clean up the immediate area to provide relief for vehicle or pedestrian traffic. The work to be performed shall include services necessary to clean up tree damage in areas under the CUSTOMER's control.

The work shall be for storm events **not** considered eligible for reimbursement for a presidentially declared disaster to be administered by FEMA. FEMA may not accept the use of the contracts awarded from this RFP for acquisition of the emergency removal of storm downed trees and limbs.

Areas may include, but are not limited to, the following:

- public property
- parks
- greenspaces
- medians
- roads
- right-of-way
- line-of-sight maintenance and clearance

Storm damage clean-up services including, but not limited to:

- cutting and removing tree limbs, trunks, and branches; and
- disposal of debris.

The projects areas will be identified by the CUSTOMER as they arise, and work orders will be executed on an as needed basis.

The work expected may require various combinations of labor, equipment, and material needs shown below. The following is a description of the work expected in each:

- Crew Technician labor rate for Services during normal business hours, defined as Monday through Friday 6:30 am - 5:00 pm
- Supervisor labor rate for Services during normal business hours, defined as Monday through Friday 6:30 am - 5:00 pm
- Traffic Control Person labor rate for Services during normal business hours, defined as Monday through Friday 6:30 am - 5:00 pm
- Aerial Lift With Dump
- Split Dump Truck
- Stump Grinder
- Brush Chipper
- Mobilization
- Arrow/Message Board
- Flagman
- Crane Rental
- Crane Rental Mobilization
- Heavy Crane Rental
- Heavy Crane Rental Mobilization
- Other Equipment
- Other Labor

4.1.1.24 Emergency Work Hours: In the event of a windstorm or other weather event, the CONTRACTOR shall respond to the job site as quickly as possible at a time designated in your proposal after the time of notification. The CONTRACTOR shall furnish to the CUSTOMER the names, addresses and phone numbers of appropriate individual(s) who can be contacted by the CUSTOMER at any time in the event of an emergency and who shall respond to the CUSTOMER within a maximum time of one (1) hour. The CONTRACTOR shall state in the proposal their availability per day, each day of the year for emergency work, unless otherwise specified in the proposal. For any emergency work performed during non-working hours, the CONTRACTOR shall specify in the proposal if non-working hours pricing should be of a different rate.

Emergency service calls are an immediate maintenance need that addresses a threat to public safety, health, or real property. The CUSTOMER will have the sole and final authority in determining when services will be designated as an “Emergency”. The contractor will not begin emergency work until after notification by the CUSTOMER.

This emergency service will be available twenty-four (24) hours per day, seven (7) days per week, in all types of weather conditions. The CONTRACTOR will respond to an emergency call within one (1) hour of the initial notification by the CUSTOMER and arrive at the specified location within four (4) hours from the initial notification with the proper tools and personnel needed to perform the requested services. The CUSTOMER will communicate with the CONTRACTOR verbally or in writing and provide the site location and services required.

For emergency project requests, the CUSTOMER may request the CONTRACTOR to perform services without obtaining permits. The CUSTOMER will notify the CONTRACTOR in writing in the case of a CUSTOMER-declared emergency and the waiving of permits.

The CUSTOMER reserves the right to reassign the work to another awarded contractor if a contractor is unable to respond to a planned or emergency work request within the proposed time frame for response.

4.1.1.25 Requirements: The CONTRACTOR will provide all labor, supervision, equipment, tools, safety equipment, transportation, verification, expertise, and all other necessary ancillary items for proper execution and completion of project requests as specified herein. The materials and services provided by the Contractor will comply with all current Federal, State, and local laws, CUSTOMER ordinances, rules, and regulations.

Services may include, but are not limited to, the following:

- Remove or prune designated storm damaged trees;
- Reserve and provide appropriate traffic controls;
- Reserve workspace along streets;
- Remove excess material and clean the site of work-related debris;

4.1.1.26 Work Procedures: Work procedures shall be as follows:

Job Work Plan: In advance of each job, the CUSTOMER will contact the CONTRACTOR to meet on site and discuss a work plan for that job.

- On-Site Supervision: The CONTRACTOR has a supervisor to communicate the work plan to the crew and is available in-person or on-call via cellular telephone throughout all hours of operation. The supervisor must be able to speak, read, and write English. The CUSTOMER may issue directives to the supervisor, who will then coordinate with their staff to act upon such directives. CONTRACTOR's staff are not to take direction from any person without coordination between the CUSTOMER and the CONTRACTOR's supervisor, unless immediate action is required to prevent personal injury or damage to property. If the work plan changes unexpectedly due to unforeseen issues, the supervisor will immediately contact the CUSTOMER to develop a contingency plan.
- Crew and Equipment for Storm Damage Work: The primary pay item is for crew and equipment hours. This item shall be measured and paid for by the hour for work time on the job only. The CUSTOMER shall not pay for travel time and breaks. The hours covered by this pay item are 7:00 a.m. – 7:00 p.m., Monday through Friday, excluding weekends and holidays.

4.1.1.27 Traffic Signage: Maintenance of traffic signage warning of tree/brush trimming work to be used at both ends of the work area. All maintenance of traffic items such as flags, paddles, cones, barrels, walkie-talkies, etc. are included in this pay item.

4.1.1.28 Equipment: All equipment, miscellaneous hand tools, materials, supplies, fuel, repairs, oil, vital fluids, maintenance, incidentals and all items of cost for equipment and power tools are included in this pay item.

4.1.1.29 Tree Services: Provide emergency tree removal services including, but not limited to, the following:

- Downed trees shall be cut at the base above the soil line and cut into manageable pieces for hauling and disposal.
- Damaged trees that need pruning, focus on removing dead, broken, hanging, or poorly attached branches two inches (2") diameter and larger.
- Damaged trees impeding vehicle or pedestrian traffic will be raised up to a minimum of fourteen (14) feet to a maximum of sixteen (16) feet over roadway clearance where possible, and eight (8) feet over sidewalks. Trees obstructing traffic control devices (stop signs, yield signs, traffic lights, etc.) will be pruned to allow for adequate visibility upon approval by the CUSTOMER.

If a damaged tree blocking public access is to be removed and overhangs onto private property, the CONTRACTOR will remove only that portion of the tree that is in the public right of way.

- 4.1.1.30 Traffic Control: Traffic control is the total responsibility of the CONTRACTOR and will be coordinated with the CUSTOMER in accordance with State, County, and Local highway construction codes. The CONTRACTOR will be solely responsible for pedestrian and vehicular safety and control within the worksite. The CONTRACTOR will provide the necessary warning devices, barricades, and personnel needed to give safety, protection, and warning to pedestrian and vehicular traffic within the area.
- 4.1.1.31 Utilities: When applicable, the CONTRACTOR will arrange with the public utility for the removal of all necessary limbs and branches that may conflict with or create a personal injury hazard in conducting the operations of this contract. If the CONTRACTOR has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the CONTRACTOR in waiting for the utility to complete its work will not be the responsibility of the CONTRACTOR.
- 4.1.1.32 Safety: Work must conform to the latest revision of ANSI Z133 (Safety Requirement for Pruning, Trimming, Repairing, Maintaining, Removing Trees, and for Cutting Brush).
- 4.1.1.33 Cleanup/Debris Removal: Under no condition will the accumulation of brush, branches, logs, or other debris be allowed upon CUSTOMER or other public property in such a manner as to result in a public hazard. Cleanup procedures will be completed within four (4) hours after debris has been placed around the site of each tree requiring pruning or removal. The worksite will be left equal to or cleaner than pre-work conditions. Tree parts dropped or lowered from trees will be kept off private property. It will be the responsibility of the CONTRACTOR to remove and dispose of all logs, brush, and debris resulting from the debris cleanup operations at an approved designated CUSTOMER facility in a proper and acceptable manner.
- 4.1.1.34 Hours: Work shall be measured and paid for work time on the job only. The CUSTOMER shall not pay for travel time and breaks. The standard hours covered by this pay item are defined as Monday through Friday 6:30 am - 5:00 pm.
- 4.1.1.35 Measure and Payment: Work shall be measured and paid for by the unit price stated in your proposal for each category. Unit price shall be submitted on the attached Exhibit 1. Please include in your proposal Exhibit 1 with the calculation that will be used to determine the billable fee for service, the unit of measure, and the per unit pricing.

NOTE: IF YOU ARE TAKING EXCEPTION TO ANY OF THE ABOVE REQUIREMENTS, OR WISH TO PROPOSE AN ALTERNATIVE, THEN CLEARLY STATE IN YOUR PROPOSAL.

#### 4.1.2 Mobilization

The initial set-up and breakdown/removal of all equipment used on the job site, including all labor used in the set-up and breakdown. Paid as each price per job regardless of the scope of work. Work in one (1) area or on one (1) street in which the areas of activity are contiguous or close together, regardless of the scope or scopes of work, is considered one (1) job and the CONTRACTOR shall be paid for one (1) mobilization. Work greater than ½ mile away from the last work area, that requires the CONTRACTOR'S crew to break down the equipment, relocate, and reset at the new work site, is considered to be a new job and the CONTRACTOR shall be paid for another mobilization.

- Arrow/Message Board - This item shall be paid for at proposed unit price. All costs of operation shall be included in the unit price. The location and frequency of arrow boards shall be at the direction of the CUSTOMER.
- Flagman - This item shall be paid for at the proposed unit price for work performed on the job only. The number of flagmen, hours worked, and placement in the field shall be at the direction of the CUSTOMER.

Note: All other traffic signage rental needed will be incidental to the other pay items.

- Crane Rental - Crane, with operator, less than 25-ton capacity, at proposed unit price paid by, includes overhead and profit, fuel, vital fluids, full maintenance, and repair.
- Crane Rental Mobilization - Mobilization for crane less than 25-ton capacity, individually paid at proposed unit price once per job site.
- Heavy Crane Rental - Crane, with operator, greater than 25-ton capacity, at proposed unit price, includes overhead and profit, fuel, vital fluids, full maintenance, and repair.
- Heavy Crane Rental Mobilization (Line Item #14) - Mobilization for crane greater than 25-ton capacity, at proposed unit price.
- Other Equipment - This item shall be paid for any other equipment proposed at the at proposed unit price. All costs of operation shall be included in the unit price.
- Other Labor - This item shall be paid for any other labor at proposed unit price. All costs of labor shall be included in the unit price.

- 4.1.3 THE CONTRACTOR shall perform all work between the hours designated by the CUSTOMER.
- 4.1.4 CONTRACTOR shall make all necessary arrangements with utility companies for the protection of utility owned lines and property during the course of the work.
- 4.1.5 CONTRACTOR shall exercise extreme caution to eliminate any possibility of damage to any utility property. Prior to commencing work at each site, CONTRACTOR shall locate and mark any existing gas lines, water lines, sprinkler heads, fire hydrants, sewers, septic tanks, drain fields, wells, drainage structures, telephone and power cables, buried markers and other utilities that may be endangered by or be a hazard to the clearing operation.
- 4.1.6 CONTRACTOR shall look for any downed power or telephone lines, which may be hidden in the undergrowth, during its inspection of the site. No work shall be performed at the site until such utility damage has been repaired.
- 4.1.7 CONTRACTOR shall note the location of all valuable trees, shrubs, hedges and similar cultivated plants and shall mark each, as necessary, and take particular care to avoid damaging them by its operations. Subject to prior approval of the CUSTOMER, the CONTRACTOR may trim shrubs or trees and remove lower branches to facilitate the land clearing work.
- 4.1.8 CONTRACTOR shall note the location of, and exercise care, to avoid damaging any building, wall, curb, sidewalk, driveway, or other structure located on or adjacent to the site of work.
- 4.1.9 CONTRACTOR shall promptly repair, at its own expense, any damage to driveways, sidewalks, or parkways, or any other structure caused by the work performed. Subject repair shall be to the satisfaction of the CUSTOMER prior to final acceptance of the work.
- 4.1.10 Right of ways between the property line and the street pavement which are damaged by the work shall be restored by the CONTRACTOR to a condition like that existing prior to commencement of the work. CONTRACTOR shall locate any existing drainage inlets and structures within the area and shall avoid causing interference with the drainage function of the right-of-way swale by its operations or by any repair work or restoration of facilities damaged by the work.
- 4.1.11 CONTRACTOR shall promptly repair any damage caused by its operations to any improvements on the site or adjacent to it. Such repair or restoration shall be performed at the CONTRACTOR's expense and

to the satisfaction of the CUSTOMER prior to final acceptance. No payment shall be made to the CONTRACTOR until all repair work is completed and accepted by the CUSTOMER.

4.1.12 CONTRACTOR shall supply and utilize “Caution”, “Detour” and other protective signs, barricades and similar devices as necessary or as instructed to do so by the CUSTOMER.

4.1.13 CONTRACTOR agrees to abide by and perform all work in accordance with instructions and directions given to them by the CUSTOMER. Permission by the Representative to use an alternative device or method of performance shall not relieve the CONTRACTOR from fulfilling its obligations otherwise.

4.1.14 CONTRACTOR shall procure, at its own expense, all necessary licenses and permits. CONTRACTOR shall conform to all State and Federal laws and local ordinances regarding labor employment, hours of work, and its general specifications.

4.1.15 CONTRACTOR shall conduct its operations so that it shall not close any thoroughfare, or not interfere in any way with traffic on railways, highways, or on water, without the written consent of the proper authorities.

4.1.16 CONTRACTOR shall supply all tools and equipment in ample quantity and of good quality, in good working order and fit for the purpose of carrying on the work set forth herein. The CUSTOMER shall not be responsible or liable for any damage to said equipment.

4.1.17 CONTRACTOR shall contact the CUSTOMER daily to report the locations where it is working, status of work being performed including jobs terminated, requests for guidance and special problems, and to receive special instructions.

4.1.18 Objectives.

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

4.1.19 Service Area.

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

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

4.1.20 Service Category Offer.

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

## 4.2 CONTRACT TYPE

If awarded, your proposal will result in a fixed price contract based on submitted pricing you propose for Exhibit #1. It is at your discretion to propose either unit pricing or a percentage discount off the list price for the goods or services you wish to offer.

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

## 4.3 CONTRACT TERM

A contract resulting from this RFP shall be effective for 24 months from the date of award. This contract will automatically renew for up to three (3) additional one-year periods, not to exceed five (5) years in total, unless earlier

terminated as provided herein. NCTCOG reserves the right not to renew at its discretion.

#### **4.4 WARRANTY/GUARANTEE**

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

#### **4.5 CATALOGS**

Responding Offerors are requested to submit a proposal that will contain a schedule of goods or services line that would qualify under one or more of the Categories stated in Section 4.1 of these specifications. This schedule is commonly referred to as a “catalog”.

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

Catalogs are to be submitted with the proposal and may be provided electronically using either a PDF document or web link. Use a spreadsheet or a searchable document containing at minimum the information requested in Exhibit 1 of this RFP. A physically delivered hard copy of the catalog is NOT acceptable.

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

#### **4.6 QUALITY**

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

##### **4.6.1 Safety Requirements.**

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

##### **4.6.2 Deviation from Industry Standard.**

Deviations from industry standards must be identified with an explanation of how the equipment, goods, and services will provide equivalent function, coverage, performance, and/or related services.

#### **4.7 NEW GOODS AND SERVICES**

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

#### **4.8 ALL OR NOTHING AWARD**

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

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

#### **4.9 PRICING**

When preparing Exhibit 1, 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 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.**

#### 4.9.1 Catalog Pricing

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

- Discount – Responding Offerors are requested to submit a proposal that will contain specific goods or services that would qualify under the Categories listed. A minimum percentage discount is to be stated for each Category. This is commonly referred to as “discount pricing”. 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 good or service not specifically listed on the awarded Category 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 goods and services specifically stated in the catalog under one of the other Categories. The total dollar value of these Optional Ancillary Goods and Services category items may not exceed 25% of the order to be placed.

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 - Responding Offerors 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.

#### 4.9.2 General Proposal Information

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

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

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

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

- 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.

#### 4.9.3 Exhibit 1 Price Sheet – A Price Sheet (if attached to Exhibit 1) has been created and made a part of this RFP for you to complete and submit with your proposal. It is not mandatory that this exact form be used if you have the capability to provide the information in a similar format already in existence. For example, if you can print out a document that describes the good or service, current list price, and discount, then that document can be submitted in lieu of the form herein. However, NCTCOG reserves the right to reject the form submitted, and or request further clarification. Failure by the responding vendor to submit the clarifications by the deadline requested may result in disqualification of the proposal.

Note that not all Exhibit 1 forms will have a price sheet included.

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

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

#### 4.9.5 Price Escalation/De-escalation.

The unit pricing (or discount percentage) proposed by the Offeror 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 3% per year or the most recent 12-month CPI-U table, if less than 3% per annum. Consideration for annual increases must be submitted in writing at least 60 days prior to implementation. 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.

#### 4.9.6 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 Exhibit 1. There is full flexibility on the vendor's behalf as to whether these costs are included in the price, or an additional charge to be determined at the time of the negotiation between the Contractor and Customer. However, this must be stated up front at the time of the submission of the proposal. Failure to state the method in the proposal will result in a default assumption of "additional charge" for freight/shipping costs when evaluating the proposal.

## **SECTION 5: EVALUATION AND AWARD**

### **5.0 TIME FOR EVALUATION**

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

### **5.1 EVALUATION PROCESS**

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

First, all nonresponsive proposals (those not conforming to the solicitation requirements) will be eliminated. A proposal review committee will be assembled to perform the evaluations of the remaining responsive proposals. In the initial phase of the evaluation process, the evaluation committee will review all responsive proposals received. You bear sole responsibility for submitting all requested information in the proposal. NCTCOG reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions, and/or specifications of this solicitation.

### **5.2 BAFO AND CLARIFICATION REQUESTS**

Once proposals have been submitted, the evaluation committee reviews the proposals and determines which of those are determined to be reasonably qualified for award. Those so determined will be evaluated and scored.

Discussions may be conducted with Offerors who submit proposals that are determined to be reasonably qualified for the award of the contract. To obtain the best and final offers ("BAFO") for those reasonably qualified, revisions may be permitted after submission of the proposals and before the final decision is made to award a contract.

NCTCOG reserves the right to be the sole judge as to the overall acceptability of any submission or to judge the

individual merits of specific provisions within competing offers.

**5.3 ORAL PRESENTATIONS**

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

**5.4 AWARD OF THE CONTRACT**

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

**5.5 PROPOSAL EVALUATION CRITERIA**

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

<b>Criteria Factors</b>	<b>Proposal Section</b>	<b>Description</b>	<b>Points</b>
<b>Capacity to Deliver</b>	<b>Tab A</b>	Points will be awarded for response to this section.	10
<b>Demonstrated Past Success</b>	<b>Tab B</b>	Points will be awarded for response to this section.	10
<b>Quality Control</b>	<b>Tab C</b>	Points will be awarded for response to this section.	5
<b>Technical Proposal</b>	<b>Tab D</b>	Points will be awarded for narrative response to the questions listed in this section.	40
<b>Proposal Pricing</b>	<b>Tab E</b>	Points will be awarded based upon responses to Tab E.	30
<b>HUB Status</b>	<b>Attachment IX</b>	Additional score will be awarded in this section to Historically Underutilized Businesses Enterprises (HUB).	5

**SECTION 6: GENERAL TERMS AND CONDITIONS**

**6.0 SALES TAX**

NCTCOG is exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization’s use. A tax exemption certificate will be issued upon request.

**6.1 DOMESTIC PREFERENCE FOR PROCUREMENTS**

As appropriate and to the extent consistent with law, the PROVIDER should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings,

occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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.

## **6.2 CONDITIONS**

- 6.2.1 A response to this solicitation does not commit NCTCOG to a purchase contract, or to pay any costs incurred in the preparation of such response.
- 6.2.2 Unless you specify in the proposal, NCTCOG may award the contract for any goods or services or group of goods or services in the solicitation and may increase or decrease the quantity specified.
- 6.2.3 NCTCOG reserves the right to hold and accept any proposals received by the submission deadline for a period of ninety (90) days after the deadline if a determination has not been made for an award.
- 6.2.4 NCTCOG reserves the right to negotiate the final terms of any and all purchase contracts with Offeror(s) selected and such contracts negotiated as a result of this solicitation may be re-negotiated and/or amended in order to successfully meet the customer needs.
- 6.2.5 NCTCOG reserves the right to waive any defect in this procurement process or to make changes to this solicitation, as it deems necessary. NCTCOG will provide notifications of such changes to all Vendors recorded in the official record having downloaded the solicitation from Public Purchase.
- 6.2.6 NCTCOG reserves the right to contact any individual, agencies, or employers listed in a submission, to contact others who may have experience and/or knowledge of the your relevant performance and/or qualifications; and to request additional information from any or all Offerors.
- 6.2.7 NCTCOG reserves the right to conduct a review of records, systems, procedures, etc., of any entity selected for funding. This may occur prior to, or after, the award of a purchase contract. Misrepresentation of your ability to perform as stated in the qualification submittals may result in cancellation of the purchase contract award.
- 6.2.8 NCTCOG reserves the right to withdraw or reduce the amount of an award, or to cancel any contract resulting from this procurement if adequate funding is not available.
- 6.2.9 You shall not, under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of NCTCOG for the purpose of, or having the effect of, influencing favorable disposition toward their own submission or any other submitted hereunder.
- 6.2.10 No employee, officer, or agent of NCTCOG shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, exists.
- 6.2.11 You shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause your proposal to be rejected. This does not preclude joint ventures or subcontracts.
- 6.2.12 All proposals submitted must be an original work product of yours. The copying, paraphrasing, or other use of substantial portions of the work product of others and submitted hereunder, as original work of the Offeror is not permitted. Failure to adhere to this instruction may cause the proposal submission(s) to be rejected.
- 6.2.13 The only purpose of this solicitation is to ensure uniform information in the selection of proposals and procurement of services. This solicitation is not to be construed as a purchase contract, or as a commitment of any kind, nor does it commit NCTCOG to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by NCTCOG.

- 6.2.14 The contents of a successful proposal submission may become a contractual obligation, if selected for award of a contract. Failure of the Offeror to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to the successful You as a basis for release of proposed services at stated price/cost. Any damages accruing to NCTCOG as a result of the Offeror's failure to contract may be recovered from the Offeror.
- 6.2.15 A contract with the selected Offeror may be withheld at the sole discretion of NCTCOG if issues of contract compliance or questioned/disallowed costs exist, until such issues are satisfactorily resolved. Award of contract may be withdrawn by NCTCOG if resolution is not satisfactory to NCTCOG.
- 6.2.16 NCTCOG is the responsible authority for handling complaints or protests regarding the selection process. This includes, but is not limited to, disputes, claims, protest of award, source evaluation or other matters of a contractual nature. You agree, to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this process informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 6.2.17 NCTCOG reserves the right to accept or reject any and/or all submissions or to cancel this notice at any time.

**6.3 HOUSE BILL 89 CERTIFICATION**

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

**6.4 INSURANCE REQUIREMENTS**

At all times during the term of any awarded contract, contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in writing between contractor and participating entities. Further, contractor shall require all contractors and sub-contractors performing work for which the same liabilities may apply under the contract to do likewise. All subcontractors performing work for which the same liabilities may apply under this contract shall be required to do likewise. Contractor may cause the insurance to be effected in whole or in part by the contractors or sub-contractors under their contracts. Coverage shall be endorsed to the Customer as a Named Additional Insured. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

- Workers' Compensation: Statutory limits and employer's liability of \$100,000 for each accident or disease.
- Commercial General Liability:  
Required Limits:  
  - \$1,000,000 per occurrence;
  - \$3,000,000 Annual Aggregate
- Commercial General Liability policy shall include:  
  - Coverage A: Bodily injury and property damage;
  - Coverage B: Personal and Advertising Injury liability;
  - Coverage C: Medical Payments;
  - Products: Completed Operations;
  - Fire Legal Liability;

Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance.

- Business Auto Liability: Coverage shall be provided for all owned hired, and non-owned vehicles. Required Limit: \$1,000,000 combined single limit each accident.
- Professional Errors and Omissions liability:  
Required Limits:  
    \$1,000,000 Each Claim  
    \$1,000,000 Annual Aggregate

**6.5 INDEMNIFICATION**

Contractor shall defend, indemnify, and hold harmless NCTCOG, NCTCOG’s affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys’ fees and court costs) (collectively, “Losses”) arising out of or relating to: (i) Services performed and carried out pursuant to the contract; (ii) breach of any obligation, warranty, or representation in the contract, (iii) the negligence or willful misconduct of contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by contractor and/or its employees or subcontractors of any right of a third party; provided, however, that contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any losses are the result of NCTCOG’s gross negligence or willful misconduct.

**6.6 FORCE MAJEURE**

It is expressly understood and agreed by both parties that, if the performance of any provision of a contract resulting from this procurement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of the contract to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.

**6.7 FORM 1295**

The Texas Legislature has adopted House Bill 1295. In summary, the law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to our agency prior to the award of certain contracts. The disclosure of interested parties must be completed electronically and submitted through the Texas Ethics Commission website. If the requirement applies to the contract resulting from this RFP, NCTCOG will notify the vendor that the disclosure is required and will provide a specific contract number for inclusion in the submittal. For more information about the process, please visit the following website: [https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html).

**6.8 EQUAL EMPLOYMENT OPPORTUNITY**

Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**6.9 DAVIS-BACON ACT**

Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.

**6.10 CONTRACT WORK HOURS AND SELECTION STANDARDS**

Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.

**6.11 RIGHTS TO INVENTION MADE UNDER CONTRACT OR AGREEMENT**

Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.

**6.12 CLEAN AIR ACT, FEDERAL WATER POLLUTION CONTROL ACT, AND ENERGY POLICY CONSERVATION ACT**

Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.

**6.13 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**6.14 PROCUREMENT OF RECOVERED MATERIALS**

Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.

**6.15 RESTRICTIONS ON LOBBYING**

Contractor is prohibited from using monies for lobbying purposes; Contractor shall comply with the special provision “Restrictions on Lobbying,” which is included as Attachment V of the RFP. Contractor shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.

**6.16 DRUG-FREE WORKPLACE**

Contractor shall provide a drug free workplace in compliance with the Drug Free Workplace Act of 1988.

**6.17 TEXAS CORPORATE FRANCHISE TAX CERTIFICATION**

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.

**6.18 CIVIL RIGHTS COMPLIANCE**

**6.18.1 Compliance with Regulations**

Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

**6.18.2 Nondiscrimination**

Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

**6.18.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiation made by contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.

**6.18.4 Information and Reports**

Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with

such Acts, Regulations or directives. Where any information required of contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to NCTCOG, the Texas Department of Transportation (“the State”) or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

#### 6.18.5 Sanctions for Noncompliance

In the event of contractor’s noncompliance with the nondiscrimination provisions of the agreement, contractor will impose such sanctions as it the State or the FHWA may determine to be appropriate, including, but not limited to: withholding of payments to the contractor under the agreement until the Contractor compiles and/or cancelling, terminating or suspension of the agreement, in whole or in part.

#### 6.18.6 Incorporation of Provisions

Contractor will include the provisions of the paragraphs listed above, in this section 9.13, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the regulations and directives issued pursuant thereto. contractor will take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, contractor may request the State to enter into such litigation to protect the interests of the State. In addition, contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **6.18 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM REQUIREMENTS**

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or subcontract must include the following assurance: *The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

### **6.19 PERTINENT NON-DISCRIMINATION AUTHORITIES**

During the performance of the agreement, contractor, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation,

and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

- i. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- i. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

## **6.20 INELIGIBILITY TO RECEIVE STATE GRANTS OR LOANS, OR RECEIVE PAYMENT ON STATE CONTRACTS**

In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

- a. Receive payments from state funds under a contract to provide property, materials or services; or
- b. Receive a state-funded grant or loan

## **6.21 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities.

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

### **7.0 INSTRUCTIONS FOR OFFERORS**

Your proposal should be comprised of the sections described below. Failure to include or address the items listed will impact the evaluation score of your proposal, up to, and including, disqualification.

**Important Note: Your entire proposal must consist of the cover sheet, Your responses to Tabs A-G, Exhibits 1-3, and the completed Attachments I-XI per the following:**

- **COVER SHEET.** The cover to your proposal will consist of the completed page 1 of this solicitation document.
- **TAB A - CAPACITY TO DELIVER**
  - A brief statement of your understanding of the work to be done.
  - Describe your firm’s approach and clearly indicate any exceptions to the specifications, options or alternatives being proposed. It should also indicate any major requirements that cannot be met by the firm.
  - Describe your firm’s qualifications in providing services for governmental projects.
  - Describe your firm’s capabilities to perform the work in a timely fashion.
  - List the business location out of which your firm’s team members will work from.
  - Provide an overview of Proposer’s organization, size, and experience; major clients; areas of expertise; approximate number of Proposer’s staff to be assigned to a given project; unique qualifications of Proposer’s firm; and other matters that the Proposer feels would assist in the evaluation process.
  - Provide company description; include number of years in business, size, etc.
  - Describe other resources your firm intends to commit to provide the required services under this contract.

- Provide a list of best practices your company utilizes.

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

- **TAB B - DEMONSTRATED PAST SUCCESS**

- Describe Offeror firm’s experience providing services for governmental clients of a similar nature in the last five years.
- Include a list of no more than five (5) relevant services contracts awarded within the last 5 years. These same five projects should be used as your references in Tab E.

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

- **TAB C - QUALITY CONTROL**

- Describe personnel, equipment, technologies, or other resources and methodologies commonly used by your firm that may be applicable to this service. Describe your quality control and quality assurance programs.

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

- **TAB D - TECHNICAL PROPOSAL**

A. Proposal Narrative - This section should constitute the major portion of the submittal and must contain a narrative in specific response 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 your narrative, match the corresponding number of the item below with its specific answer.
  1. Review “Section 4: Specifications” of this RFP. Are there any requirements that you cannot provide, or offer an alternative to? Describe any exceptions to the requirements. If there are no exceptions, please explicitly state that no exceptions are taken to any part of Section 4. Further, describe any exceptions to other sections of this RFP. Your offer must be in compliance with stated terms and conditions unless NCTCOG accepts written identified exceptions of your proposal.
  2. Information under this section should include, but not be limited to, your understanding of the RFP requirements and your firm’s proposed response:
    - a. Demonstrate a clear understanding of the specifications by providing a concise description of how you propose to provide the services identified in this RFP.
    - b. Provide a detailed description of the services you propose to provide.
    - c. Provide a detailed description of the firm’s approach to overall project management, allocation of resources, and integration of all activities potentially required by the Scope of Work.
    - d. Provide details describing lines of authority and responsibility, and how your firm will respond proactively to problems and changes to the Scope of Work.
    - e. A description of how your firm intends to interact with the Customer while providing services.
  3. Describe your invoicing process. Is payment by credit card accepted? Progress payments? Is a deposit required?

4. Review the pricing categories identified in Exhibit 1 of this RFP. Are there any category items that you cannot offer, or are there additional optional pricing categories that You wish to offer for consideration?
  5. Designate and provide names of specific contact person(s) for the following phases: (1) proposal evaluation process (2) contracting process (3) contract administration (primary point of contact for receiving orders from participating agencies).
- Failure to provide the written narrative response to this section 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 – Please prepare a description of the services you are offering. This will be accomplished by taking the Scope of Services found in Sections 4.1 and 4.2 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.

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

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

- **TAB E - PROPOSAL PRICING**

You should furnish a proposal that specifies a pricing model(s) that will apply to all orders placed under this contract. The pricing models(s) can be based on fixed unit pricing or a flat percentage discount across the board. Please provide a current suggested list pricing (rate card) for the services that You intend to provide in your proposal.

**NOTE: The pricing will be incorporated into the Master Services Agreement with the awarded vendor(s). The information provided in Tab E will be publicly available and may not be marked as proprietary or confidential.**

- **TAB F - REFERENCES**

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

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

- **TAB G - REQUIRED ATTACHMENTS**

Please include ALL ATTACHMENTS (I-XI) and EXHIBITS appended to the rear of this solicitation document, completed and signed as applicable. All attachments must be submitted with the proposal, or the proposal may be disqualified as nonresponsive. IF AN ATTACHMENT DOES NOT APPLY, PLEASE MARK AS “NOT APPLICABLE” AND SUBMIT WITH THE PROPOSAL.

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

**EXHIBIT 1**  
**DESCRIPTION OF PROPOSED SERVICE CATEGORIES AND PROPOSED PRICING**

You must furnish a proposal that contains pricing for the services your firm wishes to offer, choosing from the list below. You are not required to provide all service categories.

**Service Categories #1-4**

**SERVICE CATEGORY #1: PROPERTY CLEANING AND MOWING**

**SERVICE CATEGORY #2: TREE TRIMMING AND TREE CARE BY CERTIFIED ARBORIST**

**SERVICE CATEGORY #3: EMERGENCY REMOVAL OF STORM DOWNED TREES AND LIMBS**

**SERVICE CATEGORY #4: OTHER ANCILLARY SERVICES YOU WISH TO PROPOSE**

Please provide a descriptive list of the various types of services necessary you wish to offer as described in Section 4 along with either fixed unit pricing or fixed percentage discount off your rates. These are the services and pricing that your firm would use to calculate a lump sum project cost with a client. There may be as many Rate Classifications as you deem necessary. You may attach additional pages as needed.

In addition, you may wish to provide optional or ancillary services, that may not be ordinarily used in every executive search consult but may be of interest to your potential Customer.

**EXHIBIT 2  
SAMPLE MARKET BASKET FORM**

**THIS FORM IS NOT REQUIRED FOR YOUR PROPOSAL**

**EXHIBIT 3  
SERVICE DESIGNATION AREAS**

<b>Texas Service Area Designation or Identification</b>			
<b>Proposing Firm 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	

(Exhibit 3 continued on next page)

<b>Nationwide Service Area Designation or Identification Form</b>			
<b>Proposing Firm 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 (write "ALL" if proposing to service entire state)</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		

End of Exhibit 3

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

**REQUIRED ATTACHMENT CHECKLIST**

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

- Cover Sheet
- Exhibit 1: Description of Desired Service Categories for Proposed Pricing
- Exhibit 2: Sample Market Basket Form
- Exhibit 3: Service Area Designation Forms
- Attachment I: Instructions for Proposals Compliance and Submittal
- Attachment II: Certification of Offeror
- Attachment III: Certification Regarding Debarment
- Attachment IV: Restrictions on Lobbying
- Attachment V: Drug-Free Workplace Certification
- Attachment VI: Certification Regarding Disclosure of Conflict of Interest
- Attachment VII: Certification of Fair Business Practices
- Attachment VIII: Certification of Good Standing Texas Corporate Franchise Tax Certification
- Attachment IX: Historically Underutilized Businesses, Minority Or Women-Owned Or Disadvantaged Business Enterprises
- Attachment X: Federal and State of Texas Required Procurement Provisions
- Attachment XI: Conflict of Interest Questionnaire

**Compliance with the Solicitation**

Submissions must be in strict compliance with this solicitation. Failure to comply with all provisions of the solicitation may result in disqualification. You recognize that all proposals must be submitted electronically through PublicPurchase.com by the RFP due date and time. All other forms of submissions will be deemed nonresponsive and will not be opened or considered.

**Acknowledgment of Insurance Requirements**

By signing its submission, you acknowledges that it has read and understands the insurance requirements for the submission. You also understands that the evidence of required insurance may be requested to be submitted within ten (10) working days following notification of its offer being accepted; otherwise, NCTCOG may rescind its acceptance of the your proposals. The insurance requirements are outlined in Section 6.4.

\_\_\_\_\_  
Name of Organization/Contractor

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed/Typed Name and Title of Authorized Representative

\_\_\_\_\_  
Date

**ATTACHMENT II:  
CERTIFICATIONS OF OFFEROR**

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

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

\_\_\_\_\_  
Name of Organization/Contractor

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed/Typed Name and Title of Authorized Representative

\_\_\_\_\_  
Date

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

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

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

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

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

\_\_\_\_\_  
Name of Organization/Contractor(s):

\_\_\_\_\_  
SAM.GOV Unique Identity ID:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed/Typed Name and Title of Authorized Representative

\_\_\_\_\_  
Date

**ATTACHMENT IV:  
RESTRICTIONS ON LOBBYING**

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

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

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

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

(Attachment continued on next page)

**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 of any federal contract, grant, loan, or cooperative contract; and
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, and or cooperative contract, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with the instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

---

Name of Organization/Contractor

---

Signature of Authorized Representative

---

Printed/Typed Name and Title of Authorized Representative

---

Date

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

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

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Name of Organization/Contractor

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed/Typed Name and Title of Authorized Representative

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Name of Organization/Contractor

\_\_\_\_\_  
Signature of Authorized Representative:

\_\_\_\_\_  
Printed/Typed Name and Title of Authorized Representative

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Name of Organization/Contractor

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed/Typed Name and Title of Authorized Representative

\_\_\_\_\_  
Date





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

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

(Attachment continued on next page)

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

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

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country. The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

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

\_\_\_\_\_  
Name of Organization/Contractor

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed/Typed Name and Title of Authorized Representative

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

-OR-

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

\_\_\_\_\_  
Name of Organization/Contractor

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed/Typed Name and Title of Authorized Representative

\_\_\_\_\_  
Date

(Attachment continued on next page)

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

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

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

- A) means, with respect to the entity or association, to:
  - I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
  - II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
  - III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.
  
- B) An exception to this provision excludes the following:
  - I. contracts with a sole-source provider; or
  - II. the government entity does not receive bids from companies who can provide written verification.

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

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

Name of Organization/Contractor

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed/Typed Name and Title of Authorized Representative

\_\_\_\_\_  
Date

**-OR-**

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

\_\_\_\_\_  
Name of Organization/Contractor

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed/Typed Name and Title of Authorized Representative

\_\_\_\_\_  
Date

(Attachment continued on next page)

(Attachment X: Cont.)

**BOYCOTTING OF CERTAIN ENERGY COMPANIES**

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

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

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

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

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

\_\_\_\_\_  
Name of Organization/Contractor

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed/Typed Name and Title of Authorized Representative

\_\_\_\_\_  
Date

**-OR-**

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

\_\_\_\_\_  
Name of Organization/Contractor

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed/Typed Name and Title of Authorized Representative

\_\_\_\_\_  
Date

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  Date Received	
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>		
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>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.</b></p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p>		
<p><b>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.</b></p>		
<p><b>6</b> <input type="checkbox"/> <b>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).</b></p>		
<p><b>7</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity      Date</p>		