

TXShare

Your Public Sector Solutions Center

REQUEST FOR PROPOSALS
For
EARLY WARNING FLOOD MANAGEMENT SOFTWARE, HARDWARE
AND RELATED SERVICES
RFP # 2023-060

JULY 2023

TABLE OF CONTENTS

RFP NUMBER: 2023-060

Cover Sheet.....	Page 1
Section 1: Overview.....	Page 2
Section 2: TXShare Cooperative.....	Page 3
Section 3: General Information.....	Page 4
Section 4: Evaluation and Award.....	Page 6
Section 5: Specifications.....	Page 8
Section 6: General Terms and Conditions.....	Page 10
Section 7: How to Submit Your Proposal.....	Page 15
Attachment I: Instructions for Proposals Compliance and Submittal.....	Page 18
Attachment II: Certification of Offeror.....	Page 19
Attachment III: Certification Regarding Debarment.....	Page 20
Attachment IV: Restrictions on Lobbying.....	Page 21
Attachment V: Drug-Free Workplace Certification.....	Page 23
Attachment VI: Certification Regarding Disclosure of Conflict Of Interest	Page 24
Attachment VII: Certification of Fair Business Practices	Page 26
Attachment VIII: Certification of Good Standing Texas Corporate Franchise Tax Certification.....	Page 27
Attachment IX: Historically Underutilized Businesses, Minority or Women-Owned or Disadvantaged Business Enterprises.....	Page 28
Attachment X: Prohibited Telecommunications and Video Surveillance Services or Equipment Certification.....	Page 29
Exhibit A: Description of Desired Services for Proposed Pricing	Page 32
Exhibit B: Service Questionnaire and Pricing Proposal Instructions.....	Page 35
Exhibit C: Service Area Designation Forms.....	Page 36

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REQUEST FOR PROPOSALS

For

Early Warning Flood Management Software, Hardware and Related Services

RFP # 2023-060

Sealed proposals will be accepted until **2:00 PM CT, Tuesday, August 29, 2023** and then publicly opened and read aloud thereafter.

Legal Name of Proposing Firm

Contact Person Title

Telephone Number E-Mail Address

Street Address of Principal Place of Business City/State Zip

Complete Mailing Address City/State Zip

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

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

Authorized Signature

SECTION 1: OVERVIEW

The North Central Texas Council of Governments (“NCTCOG”) seeks an experienced firm or firms to provide Early Warning Flood Management Software, Hardware and Related Services through the NCTCOG TXShare Program. The awarded contracts would be promoted via the TXShare Cooperative Purchasing Program. The purpose of this Request for Proposals (“RFP”) is to solicit responses that result in a contract with one or more qualified Vendor(s) that are familiar with providing any or all of these products and related services.

1.0 PURPOSE

The desired outcome of this RFP is to capture catalog-option contracts awarded to retain a vendor or vendors to supply municipalities, counties, water utility districts and the like with any or all of the below listed products and services.

Proposal Item #1: Provide *Early Warning Flood Software and Training Services* through a contract on the TXShare Cooperative Purchasing Program.

Proposal Item #2: Provide *Flood Monitoring Hardware and Hardware Maintenance Services* through a contract on the TXShare Cooperative Purchasing Program.

Proposal Item #3: Provide *Additional Related Services* through a contract on the TXShare Cooperative Purchasing Program.

NOTE: Under the TXShare program, any public entity or non-profit can use the TXShare contract and its selected vendor(s) and pricing to pursue their own projects. Vendors awarded a contract under the TXShare Program may offer their services nationwide if they desire to do so. This offers a unique advertising advantage to vendors to promote their services, as the vendor’s prices are competitively bid under a cooperative contract.

SECTION 2: TXSHARE COOPERATIVE

2.0 NCTCOG OVERVIEW

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

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

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

2.1 TXSHARE PROGRAM EXPLANATION

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

2.2 CONTRACT MANAGEMENT AND REPORTING

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

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

2.3 ADMINISTRATIVE FEE

NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractor and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2% of sales.

2.4 INTERLOCAL AGREEMENT

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

SECTION 3: GENERAL INFORMATION

3.0 CONTRACT INTENT

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

3.1 ADMINISTRATIVE GUIDANCE

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

3.2 ADDENDA

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

3.3 QUESTIONS AND PRE-PROPOSAL CONFERENCE

Questions arising subsequent to the issuance of this solicitation will be received until **5:00 p.m., Tuesday, August 22, 2023** CST, and must be submitted in writing to www.publicpurchase.com. Questions received after this time may not be answered in a timely manner. Vendor-specific questions about the process will often be answered directly. However, substantive questions that are not properly addressed in the solicitation information will be properly published to all vendors as an addendum or "Question & Answer" document. Pre-Proposal Conferences are not mandatory and NCTCOG reserves the right to determine whether a Pre-Bid meeting shall be held.

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

3.4 SOLICITATION SCHEDULE

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

The anticipated schedule is as follows:

RFP Issued	July 25, 2023	
Pre-Proposal Conference	None	
Inquiry Period Ends	August 22, 2023	5:00 PM CT
Proposal Due Date	August 29, 2023	2:00 PM CT
Executive Board Meeting	September 28, 2023	
Anticipated Start Date	November 2023	

3.5 PROPOSAL SUBMISSION

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

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

The landing page for this project is [found here](#). Otherwise, it is Public Purchase Bid Number 175126. Submission

of proposals shall be made in English, in searchable PDF format, and must be uploaded via **Public Purchase** no later than 2:00 P.M. (Central Standard Time) – Tuesday, August 29, 2023.

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

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

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

3.6 PUBLIC OPENING

The public opening for this RFP will be conducted at approximately 2:05 PM CT on Tuesday, August 29, 2023. The meeting will be held digitally via Microsoft Teams and will be recorded for the RFP file. Please be advised that a large volume of proposals will result in delays in the decryption process. Access information and the meeting invite will be posted to Public Purchase prior to the date of the public opening.

SECTION 4: EVALUATION AND AWARD

4.0 TIME FOR EVALUATION

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

4.1 EVALUATION PROCESS

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

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

4.2 BAFO AND CLARIFICATION REQUESTS

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

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

4.3 ORAL PRESENTATIONS

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

4.4 AWARD OF THE CONTRACT

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

4.5 PROPOSAL EVALUATION CRITERIA

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

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

SECTION 5: SPECIFICATIONS

5.0 SCOPE OF WORK

The intent of this RFP is to establish a contract/s for the purchase of early warning flood management software, hardware and related services as part of the TXShare Cooperative Purchasing Program.

Under the TXShare program, any public entity or non-profit can use the TXShare contract and its selected vendor(s) and pricing to pursue their own projects. A vendor is encouraged to market their products or services to any public sector or non-profit group in the Nation that they'd like to do business with.

The desired outcome of this RFP is to capture catalog-option contracts awarded to retain a vendor or vendors to supply municipalities, counties, and the like with early warning flood management software, hardware and related services. NCTCOG is seeking responses from respondents who provide these products and related services and ask that they propose a percent discount from list price for a catalog for supplies, materials, and/or equipment.

Detailed information of product and service categories presently desired are found in **Exhibit A**.

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

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

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

Respondents should prepare a proposal that describes the products and services that they are proposing to provide. Proposals must demonstrate the respondent's capability to provide **all or part** of the requested services.

A Respondent's proposal will be evaluated only for the products and services that they propose.

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

5.1 CONTRACT TYPE

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

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

5.2 CONTRACT TERM

Any contract resulting from this RFP shall be effective for **24 months** from the date of award. This Agreement will automatically renew for up to three (3) additional one-year periods, not to exceed five (5) years in total, unless earlier terminated as provided herein. The option not to renew will be considered at NCTCOG's discretion.

5.3 WARRANTY/GUARANTY

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

5.4 PRICING

Respondents should furnish a proposal that specifies pricing for the services they propose, noting any discounts or exceptions from their standard pricelist. While a tiered pricing option is preferred, pricing should be submitted that best fits the Respondent's proposed solution. Pricing shall be itemized for all items requested in this proposal. Brief notes referencing specific line items may be included, if necessary, for an explanation. NCTCOG will select and award the products and services that best meet the TXShare cooperative needs. Please include Pricing Table in a format to best illustrate proposal.

If tiered pricing is offered, Respondent must list quantities required for each tier. Respondent must submit the catalog or published pricelist with the Proposal via electronic, searchable .PDF format.

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

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

5.5 QUALITY

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

1. Safety Requirements
 - a. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard
 - a. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products
 - a. Proposed equipment and products must be for new, current models; however, Proposer may offer certain close-out or refurbished equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational
 - a. Unless clearly noted in the Proposal, equipment and products must be delivered to the Member as operational.

5.6 NEW PRODUCTS AND SERVICES

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

5.7 ALL OR NOTHING AWARD

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

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

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

SECTION 6: GENERAL TERMS AND CONDITIONS

6.0 TERMS

- 6.01 **Sales Tax.** NCTCOG is exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.
- 6.02 **Conditions.** NCTCOG reserves the right to accept or reject any and/or all submissions or to cancel this notice at any time.
- 6.02.1 A response to this solicitation does not commit NCTCOG to a purchase contract, or to pay any costs incurred in the preparation of such response.
- 6.02.2 Unless the respondent specifies in the proposals, NCTCOG may award the contract for any items/services or group of items/services in the solicitation and may increase or decrease the quantity specified.
- 6.02.3 NCTCOG reserves the right to hold and accept any proposals received by the submission deadline for a period of ninety (90) days after the deadline if a determination has not been made for an award.
- 6.02.4 NCTCOG reserves the right to negotiate the final terms of any and all purchase contracts with respondent(s) selected and such contracts negotiated as a result of this solicitation may be re-negotiated and/or amended in order to successfully meet the agency needs.
- 6.02.5 NCTCOG reserves the right to waive any defect in this procurement process or to make changes to this solicitation, as it deems necessary. NCTCOG will provide notifications of such changes to all respondents recorded in the official record (Distribution Log/Receipts Record) as having received or requested solicitation.
- 6.02.6 NCTCOG reserves the right to contact any individual, agencies, or employers listed in a submission, to contact others who may have experience and/or knowledge of the respondent's relevant performance and/or qualifications; and to request additional information from any and all respondents.
- 6.02.7 NCTCOG reserves the right to conduct a review of records, systems, procedures, etc., of any entity selected for funding. This may occur prior to, or subsequent to, the award of a purchase contract. Misrepresentation of the respondent's ability to perform as stated in the qualification submittals may result in cancellation of the purchase contract award.
- 6.02.8 NCTCOG reserves the right to withdraw or reduce the amount of an award, or to cancel any contract resulting from this procurement if adequate funding is not available.
- 6.02.9 Respondent shall not, under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of NCTCOG for the purpose of, or having the effect of, influencing favorable disposition toward their own submission or any other submitted hereunder.
- 6.02.10 No employee, officer, or agent of NCTCOG shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, exists.
- 6.02.11 Respondent shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause the respondent's bid to be rejected. This does not preclude joint ventures or subcontracts.
- 6.02.12 All proposals submitted must be an original work product of the respondent. The copying, paraphrasing, or other use of substantial portions of the work product of others and submitted hereunder, as original work of the respondent is not permitted. Failure to adhere to this instruction may cause the proposal submission(s) to be rejected.

- 6.02.13 The only purpose of this solicitation is to ensure uniform information in the selection of proposals and procurement of services. This solicitation is not to be construed as a purchase contract, or as a commitment of any kind, nor does it commit NCTCOG to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by NCTCOG.
- 6.02.14 The contents of a successful proposal submission may become a contractual obligation, if selected for award of a contract. Failure of the respondent to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to the successful respondent as a basis for release of proposed services at stated price/cost. Any damages accruing to NCTCOG as a result of the Respondent's failure to contract may be recovered from the respondent.
- 6.02.15 A contract with the selected respondent may be withheld at the sole discretion of NCTCOG if issues of contract compliance or questioned/disallowed costs exist, until such issues are satisfactorily resolved. Award of contract may be withdrawn by NCTCOG if resolution is not satisfactory to NCTCOG.
- 6.02.16 NCTCOG is the responsible authority for handling complaints or protests regarding the selection process. This includes, but is not limited to, disputes, claims, protest of award, source evaluation or other matters of a contractual nature. Respondent agrees, to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this process informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.

6.03 House Bill 89 Certification

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

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

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

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

6.07 Form 1295. The Texas Legislature has adopted House Bill 1295. In summary, the law states that a governmental

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

- 6.08 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 6.09 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 6.10 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
- 6.11 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 6.12 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 6.13 **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 6.14 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 6.15 **Restrictions on Lobbying.** Contractor is prohibited from using monies for lobbying purposes; Contractor shall comply with the special provision “Restrictions on Lobbying,” which is included as Attachment V of the 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**
Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

Nondiscrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate

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

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

Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to NCTCOG, the Texas Department of Transportation (“the State”) or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

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

6.19 **Disadvantaged Business Enterprise Program Requirements**

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or 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.*

6.20 **Pertinent Non-Discrimination Authorities**

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

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination

on the basis of disability); and 49 CFR Part 27.

- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- i. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

6.21 Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts

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

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

6.22 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

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

Proposers shall certify its compliance with these requirements as part of their proposal response by completing the certifications included with the RFP document “Attachments” section. Failure to submit the required certification statement may be grounds for finding the proposal nonresponsive.

SECTION 7: HOW TO SUBMIT YOUR PROPOSAL

7.0 INSTRUCTIONS FOR RESPONDENTS

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

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

Tabs

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

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

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

Tab C KEY PERSONNEL. If applicable in providing services under this contract, identify all **managers, supervisors, and other team members** who will be involved in the management of the delivery of goods or services under this RFP. Identify any subcontractors or third-party services that are utilized in the performance of fulfilling this RFP. In addition to email and phone contact information for each, provide a general explanation of how the team will interface with NCTCOG and Participating Entities' project management and team personnel.

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

1. Description of the services for which the Proposer is able to provide. In responding, please use the categories identified in Exhibit A of this RFP.
2. Description of the Proposer's process for responding to an order for product.
3. Description of the Proposer's process for delivering orders to respective clients.
4. Description of the Proposer's customer satisfaction services, to include any warranty and/or repair capabilities.
5. Description of the Proposer's invoicing process used by the Proposer.
6. Any assumptions made in responding to the requirements.
7. Any exceptions to the requirements. If there are no exceptions, Proposer shall explicitly state that no exceptions are taken to any part of this RFP. Offer must be in compliance with stated term and conditions unless NCTCOG accepts identified exceptions of the Proposer.
8. Any special features or services the Proposer is proposing in response to the requirements that are included within the pricing provided.

Failure to provide written response to items indicated in this section will be interpreted by NCTCOG as an *inability* by the firm to provide the requested product, service or function. NCTCOG encourages vendors to be creative when developing their proposals for the requested goods and or service(s). Designate specific contact person(s) for the following phases: (1) bid process (2) contracting process (3) contract administration (primary point of contact for receiving orders from Participating Entities).

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

Tab F PROPOSAL PRICING. Respondents should furnish a proposal that specifies a pricing model(s) that will apply to all orders placed under this contract. The pricing models(s) can be based on quantity or a flat percentage discount across the board. Please provide a current suggested list pricing (rate card) for the products and services that you intend to provide in your proposal. Refer to **Exhibit B** for additional information.

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

REQUIRED ATTACHMENT CHECKLIST

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

- Page 1 - Cover Sheet
- Page 20 - Attachment I: Instructions for Proposals Compliance and Submittal
- Page 21 - Attachment II: Certification of Offeror
- Page 22 - Attachment III: Certification Regarding Debarment
- Page 23 - Attachment IV: Restrictions on Lobbying
- Page 25 - Attachment V: Drug-Free Workplace Certification
- Page 26 - Attachment VI: Certification Regarding Disclosure of Conflict of Interest
- Page 28 - Attachment VII: Certification of Fair Business Practices
- Page 29 - Attachment VIII: Certification of Good Standing Texas Corporate Franchise Tax Certification
- Page 30 - Attachment IX: Historically Underutilized Businesses, Minority Or Women-Owned Or Disadvantaged Business Enterprises
- Page 31 - Attachment X: Federal and State of Texas Required Procurement Provisions
- Page 35 - Exhibit B: Service Questionnaire and Pricing Proposal
- Page 36 – Exhibit C: Service Area Designation Forms
- Respondent recognizes that all proposals must be submitted electronically through Public Purchase by the RFP due date and time. All other forms of submissions will be deemed nonresponsive and will not be opened or considered.

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

Compliance with the Solicitation

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

Acknowledgment of Insurance Requirements

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

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____

**ATTACHMENT II:
CERTIFICATIONS OF OFFEROR**

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____

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

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

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

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

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

Name of Organization/Contractor(s):

Signature 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.

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

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

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

Name of Organization/Contractor(s):

Signature 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(s):

Signature of Authorized Representative:

Date: _____

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

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

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

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

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

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

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

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

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

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

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

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date:_____

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

FORM CIQ

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

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

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

 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7

 Signature of vendor doing business with the governmental entity

 Date

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

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

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____

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

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

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

Indicate the certification that applies to your corporation:

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

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

- Type of Business (if not corporation):
- Sole Proprietor
 - Partnership
 - Other

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

(Printed/Typed Name and Title of Authorized Representative)

Signature

Date: _____

ATTACHMENT X

NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS

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

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

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

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

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

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

SIGNATURE OF AUTHORIZED PERSON: _____

NAME OF AUTHORIZED PERSON: _____

NAME OF COMPANY: _____

DATE: _____

-OR-

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

SIGNATURE OF AUTHORIZED PERSON: _____

NAME OF AUTHORIZED PERSON: _____

NAME OF COMPANY: _____

DATE: _____

DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

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

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

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

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

B) An exception to this provision excludes the following:

- I. contracts with a sole-source provider; or
- II. the government entity does not receive bids from companies who can provide written verification.

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

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

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

-OR-

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

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

BOYCOTTING OF CERTAIN ENERGY COMPANIES

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

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

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

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

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

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

-OR-

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

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

EXHIBIT A
Description of Desired Categories for Proposed Pricing

BASIC REQUIREMENTS. The following items have been identified as regional software and hardware needs for a common platform, covering multiple jurisdictions, resulting in a rain/stream gauge network across the North Central Texas region (for use by cities, counties, water districts, NWS, USACE, USGS, TWDB, etc.) and expanded for the utilization of TXShare member entities throughout the United States.

Proposers shall describe their ability to provide any or all of the products and services outlined below, including any barriers or alternatives, if applicable.

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

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

Proposal Item #1: Early Warning Flood Software and Training Services

A. Software Platform Requirements:

- Should be a modified version of an existing off-the-shelf (OTS) product that is configurable to serve multiple customers. Custom developed or first-time prototype solutions are not desired.
- Must be produced and available for use within 3 (three) months of execution of the contract, including applicable training as outlined below in Proposal Item #1(C).
- Must include cloud-based data availability.
- Must provide access to a dedicated software support staff that is available 24/7 that provides troubleshooting and diagnostics of software.
- Must be provided with formal system testing procedures.
- System diagnostics and evaluation options for hardware, including battery level, etc., must be built into software.
- Capability must include data that is protected on a recoverable back-up system that includes all history collected on a virtual server.
- Must have the ability to perform automatic application updates (standard product releases).
- Must include a web accessible user interface (login portals). The maintenance of this website will be the responsibility of the awarded respondent.
- Must have the capability to interact with environmental hardware, such as rain gauges and water level sensors.
- Must be compatible with all versions of commonly used internet browsers (Microsoft Edge, Mozilla Firefox, Google Chrome, Safari, etc.).
- Must include mobile phone accessible data that supports all major mobile operating systems (iOS, Android, etc.).
- Must ensure effective data migration (import historical data collected through other software).
- Must have the ability to import data from external websites and GIS sources, including National Weather Service, US Geological Service, and local data.
- Must support ingestion of camera feeds; use of cloud-based servers.
- Must be capable of ingesting data from and delivering data to NEXRAD and CASA.
- Must provide redundant communication capabilities both for data input and customer access (radio, satellite, land lines, etc.)
- Must have the ability to control external devices such as warning lights, automated barricades, sirens, etc., with the ability to manually manipulate them for testing purposes.
- Data should be made publicly accessible in real time (all data accessible to the public should contain a disclaimer that the data is raw and should be used at their own risk).
- Data must be reported to the National Weather Service (NWS) and tied to the hydrologic radio frequency shared data system.

- Data to be communicated using Automated Local Evaluation in Real Time (ALERT) and/or ALERT2 and other 2-way protocols. System must be able to process all protocols.
- Data must be exportable to CSV, SHEF, API and other common format.
- Data must be compatible for use with ArcGIS. Must be able to integrate with local ArcGIS data and be able to upload to ArcGIS.
- Must be capable of providing an interactive and real-time map view of all monitored sites and sensors, with predefined user views configurable to individual needs.
- Must generate alerts based upon evaluation against user-defined trigger events to specified staff such as emergency responders, public information officers, etc.
- Must be designed for all data to be exported and transferable to other databases and systems in the future, with ownership rights of all regional data retained by NCTCOG.

B. *Software Security Requirements:*

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

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

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

- Cybersecurity strategy and governance
- Risk management framework
- 3rd-Party/Supply Chain risk management
- 3rd-party penetration testing, including frequency
- Data security
- Encryption in transit and at rest
- Data access by support personnel
- Personnel screening
- Physical security
- Software development life cycle security
- Network access controls
- Privileged level access controls
- Disaster recovery and business continuity
- Software Development Framework

C. *Software Training Requirements:*

Proposer's response should address a variety of training options and methods to sufficiently accommodate different entity needs, including, but not limited to

- A training plan targeted at the appropriate user level to include options for initial training as well as as-needed and refresher training to ensure effective use of the software.
- Various methods of training to be provided (i.e., step-by-step manual, online platform, in-person, on-demand video, etc.).
- The training plan shall outline an approach that ensures that sufficient instruction has been completed for entity to assume technical and functional responsibilities for executing program responsibilities with the new FWS software.
- Proposer shall describe qualifications of trainers, including years of experience training end-users on flood-warning software.

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

- Hardware shall include rain gauges, water level sensors, and/or related hardware or infrastructure utilized by flood-warning software.
- Proposer shall describe hardware's compatibility with a variety of flood-warning software services.
- Proposal shall describe hardware maintenance service plan options to ensure quality assurance (i.e., preventative maintenance, repairs, calibration, and quality assurance/control).

Proposal Item #3: Additional Related Services

- Respondents are encouraged to submit and describe in detail in their proposal optional related features or services that would benefit TXShare entities but are not part of the minimum requirements of this RFP. Related features and services may include consulting services, additional maintenance, perpetual software licenses, increased service levels, alternative pricing options, etc. In its offer, Respondent must describe with specificity any proposed optional features or services. For pricing associated with optional items that exceed the minimum requirements of this RFP, Respondent must include a percentage discount associated with each proposed related feature or service on a separate pricing sheet or section titled "Related Features and Services".
- New products and services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those services are within the scope of this RFP and include, but will not be limited to, new products added to the manufacturer's list offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the NCTCOG.

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

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

EXHIBIT B

Service Questionnaire and Pricing Proposal Instructions

Indicate the services your firm is able to provide:

Respondents are not required to fill out the entirety of the form – e.g., if a Respondent does not offer all of the items listed, they are asked to only fill out those that they do provide.

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

Respondents are to provide a rate chart for their proposed solutions in a format to best illustrate proposal. Include any other cost categories that should be considered within the “other” category. Attach extra sheets, as necessary.

It is acceptable for Respondent to submit a 0% Discount off Catalog Pricing for some or all of their services. A 0% discount must still be denoted on the line item(s) with the number zero. An example of a “list-less” or catalog option pricing proposal is found below, as is an hourly-rate retainer. These are examples of options that are available to propose, but are not required. Respondent may provide pricing that is the most compatible with their business model as long as they maintain consideration for geographic coverage for TXShare participants and evolution of the service throughout the contract lifecycle.

Pricing Format Request Example		Procurement No.:	2023-060
Respondent Name:			
Notes:	1. This pricing sheet is an EXAMPLE of how pricing should be submitted for RFP 2023-060. 2. For each proposed solution, indicate pricing structure used (tier level pricing, # of licensed users, # of training hours, etc.) 3. Use as many lines as needed. 4. Detail any additional information necessary. 5. Proposers are encouraged to offer optional features and supplemental functions or services to be offered as a catalog option. Please provide any additional options with 'list less' percentages for pricing.		
Early Warning Flood Management Software, Hardware and Related Services - TXShare Cooperative Purchasing Program			
Item	Description	% Discount off Catalog Price	
1	Proposed Solution and Pricing Structure	%	
2	Proposed Solution and Pricing Structure	%	
3	Proposed Solution and Pricing Structure	%	
4	Proposed Solution and Pricing Structure	%	
5	Other, Miscellaneous, Etc.	%	
6	Other, Miscellaneous, Etc.	%	
		%	
		%	
Contractor shall provide additional related services at catalog price less:		%	

EXHIBIT C

RFP 2023-059	Texas Service Area Designation or Identification		
Proposer Name:			
Notes:	Indicate in the appropriate box whether you are proposing to service the entire State of Texas		
	Will service the entire State of Texas	Will not service the entire State of Texas	
	If you are not proposing to service the entire State of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.		
Item	Region	Metropolitan Statistical Areas	Designated Service Area
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area	
2.	High Plains	Amarillo Lubbock	
3.	Northwest	Abilene Wichita Falls	
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler	
5.	Southeast	Beaumont-Port Arthur	
6.	Gulf Coast	Houston-The Woodlands- Sugar Land	
7.	Central Texas	College Station-Bryan Killeen-Temple Waco	
8.	Capital Texas	Austin-Round Rock	
9.	Alamo	San Antonio-New Braunfels Victoria	
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission	
11.	West Texas	Midland Odessa San Angelo	
12.	Upper Rio Grande	El Paso	

RFP 2023-059	Nationwide Service Area Designation or Identification Form		
Proposer Name:			
Notes:	Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.		
	Will service all Fifty (50) States	Will not service Fifty (50) States	
	<p>If you are not proposing to service to all Fifty (50) States, then designate on the form below the States that you will provide service to. By designating a State or States, you are certifying that you are willing and able to provide the proposed goods and services in those States.</p> <p>If you are only proposing to service a specific region, metropolitan statistical area (MSA), or city in a State, then indicate as such in the appropriate column box.</p>		
Item	State	Region/MSA/City	Designated as a Service Area
1.	Alabama		
2.	Alaska		
3.	Arizona		
4.	Arkansas		
5.	California		
6.	Colorado		
7.	Connecticut		
8.	Delaware		
9.	Florida		
10.	Georgia		
11.	Hawaii		
12.	Idaho		
13.	Illinois		
14.	Indiana		
15.	Iowa		
16.	Kansas		
17.	Kentucky		
18.	Louisiana		
19.	Maine		
20.	Maryland		
21.	Massachusetts		

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

Pricing Format Request Example		Procurement No.:	2023-060
Respondent Name:			
Notes:	1. This pricing sheet is an EXAMPLE of how pricing should be submitted for RFP 2023-060. 2. For each proposed solution, indicate pricing structure used (# of licened users, # of training hours, tier level pricing, etc.) 3. Use as many lines as needed. 4. Detail any additional information necessary. 5. Proposers are encouraged to offer optional features and supplemental functions or services to be offered as a catalog option. Please provide any additional options with 'list less' percentages for pricing.		
Early Warning Flood Management Software, Hardware and Related Services - TXShare Cooperative Purchasing Program			
Item	Description	% Discount off Catalog Price	
1	Proposed Solution and Pricing Structure	%	
2	Proposed Solution and Pricing Structure	%	
3	Proposed Solution and Pricing Structure	%	
4	Proposed Solution and Pricing Structure	%	
5	Other, Miscellaneous, Etc.	%	
6	Other, Miscellaneous, Etc.	%	
		%	
		%	
Contractor shall provide additional related services at catalog price less:		%	