



REQUEST FOR PROPOSALS
For
Public Safety Strategic Consulting Services
RFP # 2019-074

Sealed proposals will be accepted until **3 PM CT, June 14, 2019** and then publicly opened and read aloud thereafter.

The North Central Texas Council of Governments ("NCTCOG") North Central Texas Emergency Communications District (NCT9-1-1) is seeking proposals for the purpose of retaining strategic consulting services.

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, your company agrees that they have read and agreed with the General Terms and Conditions, Instructions to Respondents and the solicitation requirements. Failure to submit all requested information may result in rejection of your company's proposal as non-responsive.

Authorized Signature

SECTION 1: OVERVIEW

1.0 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 centered on the two urban centers 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.

1.2 PURPOSE

The NCTCOG Region includes the following 16 counties: Dallas, Tarrant, Collin, Denton, Rockwall, Kaufman, Wise, Johnson, Hood, Erath, Hunt, Navarro, Ellis, Somervell, Palo Pinto, and Parker, which cover approximately 12,800 square miles. As individual projects are defined these boundaries may be expanded or contracted at the sole discretion of NCTCOG.

The North Central Texas Emergency Communications District (NCT9-1-1) is responsible for 40 plus Public Safety Answering Points (PSAPs) in 14 counties surrounding the Dallas/Fort Worth Metroplex. The NCT9-1-1 Program serves a population of over 1.6 million and 10,000 plus square miles.

Services provided to the NCT9-1-1 members include:

Data Team- Private switch ALI, emergency notification database services, call statistic reporting

GIS Team- Regional GIS coordination in partnership with 9-1-1 addressing authorities, quality control of all authoritative GIS data, data aggregation and conversion services, regional geospatial call-routing solutions provider, 9-1-1 dispatch mapping provider, robotic services

Operations Team- Public education, telecommunicator training, PSAP compliance, Regional Telecommunicators Emergency Response Task Force (TERT), pre-employment assessments

Technology Team- Research and development of industry technology, system installation and maintenance, 24/7 helpdesk assistance, network technology deployment and monitoring

The **primary intent** of this RFP is to establish a Master Services Agreement retaining services for Strategic Consulting. At a minimum, services would cover the NCT9-1-1 service area to include 40+ PSAPs located across the 14 counties surrounding and including Dallas and Tarrant Counties, Texas. Services will be outlined in separate scopes of work.

The **second intent** of this RFP (SHARE Proposal) is to receive proposals for the selection of a contractor/s to provide Strategic Consulting Services as part of the SHARE Cooperative Purchasing Program. Under the SHARE program, any public entity **NATIONWIDE** can use the SHARE contract and its selected Contractors and pricing to pursue their own projects. This offers a unique advertising advantage for Contractors to promote their services. The core components of the SHARE Proposal are the same as the Strategic Consulting Plan.

For those interested in responding to this RFP, please see **Section 2.1** for a Scope of Services that details the required project components and **Exhibit A** for pricing submittal information.

This RFP does not constitute an actual contract for services. All submitted proposals will become the property of NCTCOG and will not be returned. NCTCOG will not be responsible for any costs incurred while responding to the RFP. For proposal purposes, a comprehensive and detailed list of expectations can be found under **Section 2: Specifications**.

1.3 QUESTIONS

Questions arising subsequent to the issuance of this solicitation should be submitted to Cjohnson@nctcog.org prior to **5 PM, June 05, 2019**. Questions received after this time may not be answered in a timely manner. Please reference the solicitation number and name when submitting questions. Questions and answers of a material nature will be consolidated and provided to plan holders of record and on Public Purchase, at the conclusion of the inquiry period.

1.4 SOLICITATION SCHEDULE

The schedule for the RFP process and the work is given below. All times indicated are Central Standard Time (CST). NCTCOG may change this schedule at any time through the addenda process. It is each Proposer's responsibility to check the website question and answer area for this RFP for current information regarding this RFP and its Calendar of Events through award of the Contract. (www.nctcog.org/aa/RFP.asp).

The anticipated schedule is as follows:

RFP Issued	May 08, 2019	
Pre Proposal Conference	June 3, 2019	At 10:30 a.m. CDT
Inquiry Period Ends	June 05, 2019	At 5:00 p.m. CDT
Proposal Due Date	June 14, 2019	At 3:00 p.m. CDT
Interviews (If Applicable)	July, 2019	
Anticipated Award Date	August, 2019	
Anticipated Start Date	October 1, 2019	

1.5 PRE-PROPOSAL CONFERENCE

NCTCOG will hold a Pre-Proposal Conference at NCTCOG Offices, Centerpoint Three, 600 Six Flags Drive, Arlington, TX 76011, **9-1-1 Offices, Training Room B** on, June 3, 2019, at 10:30 a.m. CDT. The purpose of this conference is to discuss the RFP and the services required with Proposers and to allow them to ask questions arising from their initial review of this RFP.

A conference line will be available for Proposers unable to attend in person. Email Cjohnson@nctcog.org for conference line information.

During the conference Proposers shall have the opportunity to ask questions. Oral answers will not be binding. Proposers must follow instruction provided in Section 1.3 of this RFP to submit and receive formal, binding answers to their questions.

1.6 SHARE COOPERATIVE PROGRAM EXPLANATION

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

1.7 CONTRACT MANAGEMENT AND REPORTING

The Contractor will be required to track and report to SHARE 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 Contractor will agree to form and content of reports after award of contract.

1.8 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% on sales.

1.9 PROPOSAL SUBMISSION

Please submit four (4) hard copy and one (1) electronic copy (on a USB flash drive) of your response to:

By UPS, FedEx: North Central Texas Council of Governments
 Attn: Craigan Johnson
 616 Six Flags Drive, Centerpoint II
 Arlington, TX 76011

By mail: North Central Texas Council of Governments
 Attn: Craigan Johnson
 PO Box 5888
 Arlington, TX 76005-5888

IMPORTANT: Mark SEALED PROPOSAL with the RFP Number, Name, and Due Date on the outside of the shipping package. Failure to do so may result in a misdirected package. Faxed, emailed or late proposals will be ineligible and not accepted for consideration.

It is the responsibility of the respondent(s) to ensure that the proposals is received at the NCTCOG address 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.

SECTION 2: SPECIFICATIONS

2.1 SCOPE OF WORK

The intent of this RFP is to establish a contract for public safety strategic consulting services. The RFP is intended to encompass professional planning, advising, consulting, and continuity of operations activities that may fit in the broadly defines scope as presented below.

- a. Strategic consulting
- b. Project planning management
- c. Contract management
- d. System integrations planning and execution
- e. Assistance with program procurements
- f. Advisement on contracts including language and cost
- g. Public Safety Technical Expertise including, but not limited to:
 - Next Generation 9-1-1 components and core services
 - PSAP operations
 - Radio, wireless, broadband, networks
- h. Preparedness including COOP plan and annual exercises

A successful firm must have reasonable established relationships with industry partners including, but not limited to: **wireless carriers, telcos, call handling equipment (CHE) vendors, networking vendors, and local municipalities.**

For the primary intent of this RFP, Respondents must also demonstrate a proven knowledge and understanding of Next Generation 9-1-1, in addition to an in-depth knowledge of legacy 9-1-1, Texas statutes dealing with 9-1-1 administration in the State of Texas (Texas Health and Safety Code Chapters 771 and 772), NENA standards and other industry standards. Respondents must also demonstrate a general working knowledge of FirstNet and interoperability with 9-1-1.

Responses are desired that demonstrate the Respondent can meet the requirement categories presented in this Scope of Work. Respondents are asked to provide examples of committees and/or working groups that attest to specific skillsets/range of knowledge listed above.

Any contract resultant of this RFP would be compensated for hours performed. Respondents are asked to identify all skillsets and individuals required for services identified within this RFP, and hours required for each skillset. For more information, please refer to Exhibit A.

2.2 CONTRACT INTENT

NCTCOG intends to contract with one or more qualified Contractor(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.

The selected Proposer will enter into a one (1) year initial Contract for services with NCTCOG. At the end of the initial one (1) year contract, and at the discretion of NCTCOG, the Master Contract may be extended with nine (9) one (1) year renewals. The total term of the Master Contract shall not exceed ten (10) years. Any extension beyond the initial one (1) year period will be subject to NCTCOG approval.

Because the resulting contract(s) will be on an as needed basis, there will be no guarantee of any expenditure on any of the resulting Master Contract(s). Any individual work orders issued by the NCT9-1-1 will be for maximum not to exceed amounts and billed for hours performed.

2.3 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.

2.4 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 Contractor'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.

2.5 INSTRUCTIONS FOR PROPOSERS

Your proposal must be concise and in an outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and tabbed to comply with the following sections:

Tab A LETTER OF TRANSMITTAL. The letter of transmittal will consist of:

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

Tab B BUSINESS VIABILITY AND CAPABILITY. Proposers will briefly describe their 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. Items to include are:

- Company's registered name
- Brief company history, ownership, organization, and year established
- Geographic coverage area including corporate office location, total number of employees, map and/or listing of sales and or service office locations
- Financial qualifications including current audited statement of financial condition, prepared by an independent certified public accountant and financial statements for two (2) years preceding years to which the current audit statement applies.
- Written confirmation of the ability to meet NCT9-1-1's needs. Approximately 313 hours of work were performed monthly under the previous contract. Examples of the previous year's projects include:
 - CPE Deployment
 - Contract Management
 - IPSR Transition
 - NG Core Services RFP
 - Advanced Location
 - Video Relay Pilot
 - GIS Program Support
 - Read Time Text
 - TC Academy Support
 - Leadership Development
 - Master Planning
 - Continuity Management
 - Program Management
 - Process Development Systems
 - Marketing Support
 - Data Analytics
 - Smart Projects
 - Data Analytics Implementation
 - Mitigation Efforts

- Tab C **KEY PERSONNEL.** Attach resumes for all **managers, supervisors, and all other team members** who will be involved in 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. Provide a general explanation and chart which specifies project leadership and reporting responsibilities, and how the team will interface with NCTCOG and Participating Entities project management and team personnel. Designate specific contact person(s) for the following: project management, negotiating potential contracts, conducting presentations/interviews, reporting, and who will be the primary point of contact for receiving Requests for Services from Participating Entities.
- Tab D **TECHNICAL PROPOSAL.** This section should constitute the major portion of the submittal and must contain a narrative in specific response to the specifications outlined in **Section 2.1 –Scope of Work.**
This section should constitute the major portion of the proposal and must contain a specific response to each criteria listed in **Section 2.1, Scope of Work and Section 3.4, Proposal Evaluation Criteria. Indicate specific examples of how Proposer can meet each criteria.** Failure to provide written response to items indicated in this RFP will be interpreted by NCTCOG as an *inability* by the firm to provide the requested product, service or function.
- Tab E **REFERENCES.** Include at least three recent references for public agency customers for whom you have provided the goods or services similar to those requested in this solicitation. Please include the organization's name, address, contact person, phone number, and email address for each reference.
For each reference, include a summary of the projects completed. NCTCOG reserves the right to contact or visit any of the respondent's current and/or past customers to evaluate the level of performance satisfaction.
- Tab F **REQUIRED DOCUMENTS.** Please include signed copies of all ATTACHMENTS (beginning with ATTACHMENT I) appended to the back of this solicitation document.
- Tab G **COST PROPOSAL.** Respondents should furnish a cost proposal for the service they propose. For more information, please refer to **Exhibit A.** Provide a rate sheet including hourly rates by labor/skill category.

SECTION 3: EVALUATION AND AWARD

3.0 TIME FOR EVALUATION

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.

3.1 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.

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. 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.

3.2 INTERVIEWS

NCTCOG reserves the right to require an interview, including 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.

3.3 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.

3.4 PROPOSAL EVALUATION CRITERIA

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

Criteria Factors	Proposal Section	Description	Percent
Established Relationships	Section 2.1	Points will be awarded for required components of response for the sections identified, with 20% as a maximum total possible percentage points.	20%
Industry Knowledge	Section 2.1	Points will be awarded for required components of response for the sections identified, with 20% as a maximum total possible percentage points.	20%
Prior Experience Providing Similar Services	Section 2.1, Tabs B, D, and portion of Tab E	Points will be awarded for description of required components of project deliverables, and overall project plan in the Scope of Services, with 30% as the maximum total possible percentage points.	30%
References	Tab E	Points will be awarded for required components of response for the Reference sections identified, with 10% as a maximum total possible percentage points.	10%
Cost Proposal	Tab G and HUB Status	<p>Points will be awarded based upon responses to the Cost Proposal, with 20% as a maximum total possible percentage points. Cost Proposals will be reviewed after consideration of all other requirements.</p> <p>Additional points will be awarded in this section to Historically Underutilized Businesses, Minority, or Women-Owned or Disadvantages Business Enterprises (HUB).</p>	20%

SECTION 4: GENERAL TERMS AND CONDITIONS

4.0 TERMS

The following terms and conditions apply to this solicitation.

- 4.01 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.
- 4.02 NCTCOG reserves the right to accept or reject any and/or all submissions or to cancel this notice at any time.
- 4.03 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.
- 4.04 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.
- 4.05 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.
- 4.06 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.
- 4.07 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.
- 4.08 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.
- 4.09 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.
- 4.10 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.
- 4.11 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.
- 4.12 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.
- 4.13 Respondent shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a respondent's bid to be rejected. This does not preclude joint ventures or subcontracts.
- 4.14 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.

- 4.15 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.
- 4.16 The contents of a successful proposals 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.
- 4.17 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.
- 4.18 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.
- 4.19 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 requirements set forth below, and shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this contract to do likewise. The contractor may cause the insurance to be effected in whole or in part by the sub-contractors or sub-subcontractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.
1. Workers' Compensation: Statutory limits and employer's liability of not less than \$100,000 for each accident.
 2. Commercial General Liability:
 - a. Minimum Required Limits:
\$1,000,000 per occurrence;
\$3,000,000 General Aggregate
 - b. Commercial General Liability policy shall include:
 - i. Coverage A: Bodily injury and property damage;
 - ii. Coverage B: Personal and Advertising Injury liability;
 - iii. Coverage C: Medical payments
 - iv. Products: Completed operations
 - v. Fire Legal Liability
 - c. Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance
 - d. Attachment of Endorsement CG 20 10- additional insured
 - e. All other endorsements shall require prior approval by the NCTCOG.
 3. Comprehensive Automobile/Truck Liability: Coverage shall be provided for all owned hired, and non-owned vehicles. Minimum Required Limit: \$1,000,000 combined single limit.
 4. Professional liability:
 - a. Minimum Required Limits:
\$1,000,000 Each Claim
\$1,000,000 Policy Aggregate

- 4.20 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.
- 4.21 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.
- 4.22 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 needs to be completed electronically and submitted through the Texas Ethics Commission website. NCTCOG will provide a specific contract number associated with the award for inclusion in the submittal. Once submitted, an email confirmation of submittal must be sent to NCTCOG. For more information about the process, please visit the following website: https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html.
- 4.23 **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.
- 4.24 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 4.25 **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.
- 4.26 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 4.27 **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.
- 4.28 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.

4.29 **House Bill 89 Certification.** Contractor agrees to comply with all applicable provisions of House Bill 89, Texas Government Code, Section 270.001, does not boycott Israel currently and will not boycott Israel during the term of the contract.

SECTION 5: ATTACHMENTS

5.0 Attachments. Please complete and submit with your proposal the attachments that follow.

**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 must be submitted within ten (10) working days following notification of its offer being accepted; otherwise, NCTCOG may rescind its acceptance of the Offeror's proposals. The insurance requirements are outlined in Section 4 - General Terms and Conditions.

Name of Organization/Contractor(s):

Signature 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 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 offeror and respondent herein and that I am legally authorized to sign this offer and to submit it to the North Central Texas Council of Governments, on behalf of said offeror by authority of its governing body.

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:
CERTIFICATION REGARDING LOBBYING**

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

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

Amended 01/13/2006

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person 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

IRS Tax Number: _____

(Printed/Typed Name and Title of Authorized Representative)

Signature

Date: _____

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

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

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

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

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

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

Submitter must include a copy of its minority certification documentation as part of this solicitation.

If your company is already certified, attach a copy of your certification to this form and return with your proposal.

Indicate all that apply:

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

ATTEST TO Attachments of Certification:

Authorized Signature

Typed Name

Date

Subscribed and sworn to before me this _____ day of _____ (month), 20__ in

_____ (city), _____ (county), _____ (state).

SEAL

Notary Public in and for _____ (County),
State of _____ Commission expires: _____

**ATTACHMENT X:
House Bill 89 Certification**

I, _____ (name), the undersigned representative of
_____ (Company or Business name), hereafter referred
to as Company, being an adult over the age of eighteen (18) years of age, certify that the Company named
above, under the provisions of Subtitle F, title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means 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 specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

Exhibit A
Cost Proposal

Respondents are to provide a rate chart for the labor categories/ skill sets outlined below. All rates should be presented as fully loaded hourly rates. Include any other cost categories that should be considered within the “other” category. Attach extra sheets, as necessary.

Staff Categories	Expertise/Requirements	Chargeable Hourly Rate
Executive Leadership/Principals	Must have at least 15 years of applicable experience and must be working on tasks that warrant the higher level.	
Program Management Staff – Level 2	Must have at least 7 years of applicable experience and must be working on tasks that warrant the higher level.	
Program Management Staff – Level 1	Must have at least 5 years of applicable experience.	
Project Management Staff – Level 2	Must have at least 7 years of applicable experience and must be working on tasks that warrant the higher level.	
Project Management Staff – Level 1	Must have at least 5 years of applicable experience.	
Technology Staff – Level 2	Must have at least 7 years of applicable experience and must be working on tasks that warrant the higher level.	
Technology Staff – Level 1	Must have at least 5 years of applicable experience.	
Operations Staff – Level 2	Must have at least 5 years of applicable experience and must be working on tasks that warrant the higher level.	
Operations Staff – Level 1	Must have at least 3 years of applicable experience.	
Support Staff – Level 2	Must have at least 5 years of applicable experience and must be working on tasks that warrant the higher level.	
Support Staff – Level 1	Must have at least 3 years of applicable experience.	
Other		