



**REQUEST FOR PROPOSALS (RFP)
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
for
PVS 14 Night Observation Devices and Accessories**

RFP No. NCT 2017-34
Issued: November 8, 2017

**PROPOSAL SUBMISSION DEADLINE:
*****December 7, 2017 by 3:00 PM Local Time*****
NO LATE PROPOSALS WILL BE ACCEPTED**

RESPONSES SHALL BE DELIVERED TO: NCTCOG ATTN: North Texas SHARE 616 SIX FLAGS DRIVE ARLINGTON, TEXAS 76011	RESPONSES SHALL BE MAILED TO: NCTCOG ATTN: North Texas SHARE 616 SIX FLAGS DRIVE ARLINGTON, TEXAS 76011
FOR ADDITIONAL INFORMATION REGARDING THIS RFP PLEASE CONTACT: North Texas SHARE NorthTexasSHARE@NCTCOG.org (817) 695 9186 ***** RETURN THIS COVER SHEET WITH RESPONSE TO: NCTCOG Attn: North Texas SHARE 616 SIX FLAGS DRIVE ARLINGTON, TEXAS 76011	NAME AND ADDRESS OF COMPANY SUBMITTING PROPOSAL: Proposer: _____ Address: _____ City: _____ State: _____ Zip Code: _____ Contact Person: _____ Phone: _____ Fax: _____ Signature: _____ Printed Name: _____

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

NOTICE TO PROPOSER: ANY FURTHER INFORMATION OR AMENDMENTS TO THIS SOLICITATION SHALL BE POSTED ON THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS' (www.nctcog.org/aa/RFP.asp) AND NORTH TEXAS SHARE (www.NorthTexasSHARE.org) WEBSITES. AMENDMENTS SHALL NOT BE FAXED, EMAILED OR MAILED. IT IS THE PROPOSER'S RESPONSIBILITY TO CHECK THE WEBSITE FOR ANY SOLICITATION CHANGES DURING THE RFP RESPONSE TIME.

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SECTION 1 - OVERVIEW

1.01 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 around the two urban centers of Dallas and Fort Worth. Currently the Council has 238 members, including 16 counties, 169 cities, 22 independent school districts, and 31 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 6.2 million, which is larger than 35 states. A list of all NCTCOG member entities has been provided as Exhibit A.

The Emergency Preparedness Department was established in 2002 as a direct result of the events that occurred on September 11, 2001. Since that time, the Emergency Preparedness Department has provided professional emergency preparedness services to the North Central Texas Region and continues to expand those services as needs arise. The NCTCOG Emergency Preparedness Department is a flexible department that adapts to the needs of the region and creates innovative solutions to meet those demands.

NCTCOG also operates The North Texas SHARE (SHARE), a shared services program, as a benefit to other governmental entities. SHARE is a collaboration in the procurement of goods or services for the aid of participants, and to streamline the procurement process for SHARE participants. NCTCOG intends to make the contract resulting from this procurement available to other governmental entities through SHARE. Please consider the potential collective purchasing volume when providing pricing.

1.02 PURPOSE OF RFP

This purpose of this Request for Proposals (RFP) is to receive proposals for PVS 14 Night Observation Devices and common associated accessories for bulk purchasing, in order to supply the NCTCOG region Special Weapons and Tactics (SWAT) teams, Police and Sheriff Departments, and other first-responder units that would benefit from possessing night-vision optics. NCTCOG intends to budget a range of \$400,000 to \$500,000 for this project. Separate purchases made by SHARE participants are also expected.

The identified device for the purposes of this RFP is the AN/PVS 14 monocular with generation III auto gated, gain-adjustable white phosphor image intensifier tubes. NCTCOG seeks a firm with proven expertise in, and the ability to deliver products with the following key components:

- Generation III class products
- Powered by a single commercial off the shelf (COTS) battery
- Integrated active projected infrared illuminator
- Low battery indicator
- Auto gated power supply for operations in urban environments
- White phosphor image intensifier
- Accessories

In addition, a successful firm will address how the firm will handle the following logistical items:

- Large-Quantity Orders
- Order Processing
- Method of Delivery
- Warranty and/or Repair Services (if applicable)

For proposal purposes, a comprehensive and detailed list of expectations can be found as **Exhibit B – Scope of Services**.

1.03 CONTRACT INTENT NCTCOG intends to contract with one qualified Proposer based upon the qualifications of the Proposer that provides the best overall combination of the qualifications of the Proposer, the quality of the products, and the cost of services proposed.

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 two (2) one (1) year renewals. The total term of the Master Contract shall not exceed three (3) 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).

1.04 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 in 1.05. 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.



1.05 REMUNERATION NCTCOG intends to make the contract resulting from this procurement available to other governmental entities through its SHARE Program. Vendors realize substantial efficiencies through their ability to respond to a SHARE solicitation and RFP that will increase their sales opportunities. From these efficiencies, vendors pay an administrative fee to SHARE calculated as a percentage of sales processed through the SHARE contracts awarded and held by the vendor. 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.

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 the RFP. 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.



SECTION 2 – PROPOSAL FORMAT

2.01 ADMINISTRATIVE GUIDANCE The information provided herein is intended to assist Proposers in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested Proposers 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. Proposers 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 RFP.

2.02 BUSINESS PLAN Business Plans must be concise and in 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 must be limited to two pages, and must contain:

1. Proposer's name and any assumed names
2. Physical and mailing address
3. A brief statement of the Proposer's understanding of the work to be done and a summary of its Proposal
4. The names, titles, addresses, email addresses and telephone numbers of the primary contact and other individuals authorized to make representations on behalf of the Proposer
5. A statement that the person signing the transmittal letter is authorized to legally bind the Proposer
6. A statement that the Proposal will remain in effect until a contract has been finalized and a Purchase Order has been issued by NCTCOG to the Awarded Contractor
7. Signature of person(s) authorized to legally bind the Proposer

Tab B **TECHNICAL PROPOSAL.** This section should constitute the major portion of the proposal and must contain a specific response to items identified below and to all requirements detailed in **Section 1** and **Exhibit B. Proposers must indicate specific examples of how they can meet each requirement.** Failure to provide written response to items indicated will be interpreted by the NCTCOG as an *inability* by the Proposer to provide the requested service or function.

1. Description of the products for which the Proposer is able to provide. In responding, please use the categories identified in Section 1.02 and Exhibit B 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.

Tab C **REFERENCES.** Please include the organization's name, address, phone number and a contact person for each reference. NCTCOG reserves the right to contact or visit any of the Proposer(s) Proposer's current and/or past customers to evaluate the level of performance and customer satisfaction.

Tab D KEY PERSONNEL. Attach resumes for all managers, supervisors, and other team members who will be involved in the management of the delivery of services under 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: procurement process, 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 E AFFIRMATIVE ACTION PLAN. Include a copy of your affirmative action plan provided as (reference) of this RFP for review (if applicable).



Tab F REQUIRED DOCUMENTS. Please include signed copies of the following documents (if applicable).

1. Instructions for Proposal Compliance and Submittal (Attachment I)
2. Certifications of Offeror (Attachment II)
3. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Attachment III)
4. Certification Regarding Lobbying (Attachment IV)
5. Drug-Free Workplace Certification (Attachment V)
6. Certification Regarding Disclosure of Conflict of Interest (Attachment VI)
7. Certification of Fair Business Practices (Attachment VII)
8. Certification of Good Standing- Texas Corporate Franchise Certification (Attachment VIII)
9. Historically Underutilized Businesses, Minority, or Women-Owned or Disadvantaged Business Enterprises (Attachment IX)

Tab G MISCELLANEOUS. Miscellaneous additional information and attachments, if any, may be submitted by the Contractor(s).

2.03 COST PROPOSAL The Cost Proposal provided as Exhibit C of this RFP shall be completed and submitted in a **separate sealed envelope**.

2.04 RFP SUBMISSION Please submit (5) physical copies and (1) electronic copy (on compact disk or USB flash drive) of your response no later than 3:00 p.m. CDT, December 27, 2017. Electronic copy of proposal must be one PDF file and not submitted as separate sections. Mark outside envelope "Sealed Proposal – RFP NCT #2017-34 and send to:

North Central Texas Council of Governments
North Texas SHARE
616 Six Flags Drive, CP II
Arlington, TX 76011

Faxed, emailed or late proposals will be ineligible and not accepted for consideration.

It is the responsibility of the Proposer to ensure that the proposal is received in NCTCOG's office by the designated due date and time. NCTCOG assumes no responsibility for delays caused by postage, mail courier deliveries, email delays or any other form of delivery.

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

Proposals will be publicly opened at 3:10 CDT on **December 7, 2017** in the Pecan Conference Room, NCTCOG offices. Only the names of the Proposer will be read aloud. No other information will be disclosed at this time.

2.05 ISSUING OFFICE AND RFP REFERENCE NUMBER The North Texas SHARE program of NCTCOG is the issuing office for this RFP and all subsequent addenda relating to it. The reference number for the

RFP is #NCT 2017-34. **This number must be referenced on all proposals, correspondence, and documentation relating to the RFP.**



2.06 **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. NCTCOG (www.nctcog.org/aa/RFP.asp) or North Texas SHARE (www.NorthTexasSHARE.org)

The anticipated schedule is as follows:

RFP Issued	November 8, 2017	
Inquiry Period Ends	November 27, 2017	
Proposal Due Date	December 7, 2017	
Interviews (if applicable)	December 2017	
Anticipated Award	December 28, 2017	
Anticipated Start Date	January 2018	

2.07 **WRITTEN QUESTIONS** Proposers will have until the date and time outlined in Section 2.06 of this RFP to submit in writing all questions regarding this RFP. NCTCOG will answer the questions in a Question and Answer Document posted as an addendum to this RFP.

Only answers provided in writing by NCTCOG shall be considered official. Information in any form other than the materials constituting this RFP, the Question and Answer Document, and any RFP Addendum, shall not be binding on NCTCOG.

All questions submitted to NCTCOG must be submitted to NorthTexasSHARE@nctcog.org using the following format:

Sender Name/Title:			
Sender Company:			
Sender Mailing Address:			
Sender Phone:			
Sender Email:			
Sender Questions			
Question	RFP Section	Paragraph #	Line #

SECTION 3 – PROPOSAL EVALUATION AND AWARD

3.01 PROPOSAL EVALUATION CRITERIA The criteria to be used to evaluate submissions are as follows:

Criteria Factors	Proposal Section	Description	Percent
Business Plan	Tab B & Consideration of Tab A	Points will be awarded for required components of response for the sections identified, with 30% as a maximum total possible percentage points.	35%
Experience, References, Key Personnel	Tabs C and D	Points will be awarded for required components of response for the sections identified, with 10% as a maximum total possible percentage points.	25%
Cost Proposal	Exhibit C	Points will be awarded based upon responses to the Cost Proposal, with 50% as a maximum total possible percentage points. Cost Proposals will be reviewed after consideration of all other requirements.	30%
Overall Quality	Entire Document & Consideration of Tabs F and G	Points will be awarded on the basis of the quality of writing, quality of responses to required items, overall proposal presentation, and adherence to Tab G, Required Documents, with 10% as a maximum total possible percentage points. Additional points will be awarded in this section to Historically Underutilized Businesses, Minority, or Women-Owned or Disadvantages Business Enterprises (HUB).	10%

3.02 EVALUATION PROCESS All submissions in response to this RFP will be evaluated in a manner consistent with NCTCOG and all applicable rules and policies.

Non-responsive submissions (those not conforming to RFP requirements) will be eliminated. Remaining submissions will be evaluated in a cursory manner to eliminate from further consideration those submissions which, in the judgment of the evaluation committee, fail to offer sufficient and substantive provisions to warrant further consideration.

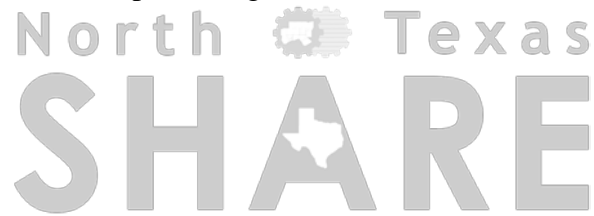
Each Proposer bears sole responsibility for the items included or not included in the response submitted by that Proposer. NCTCOG reserves the right to disqualify any submission that includes significant deviations or exceptions to the terms, conditions, and/or specifications in this RFP.

Proposers' submissions will be selected for detailed review and evaluation, including oral presentations, if necessary. 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.

NCTCOG may award a contract based on initial submissions received without discussion of such submissions with Proposers. Accordingly, each initial submission should include the most favorable price and service available.

NCTCOG also reserves the right to request a best and final offer to the Proposers who provide the best fit for NCTCOG's proposal requirements. Preference will also be given to those Proposers who can provide support services in addition to staffing the project.

- 3.03 INTERVIEWS SHARE reserves the right to require an interview, including a presentation by the Proposer, to supplement their written submission. These presentations will be scheduled, if required, by Agency Administration after submissions are received and prior to the award of the contract.
- 3.04 AWARD OF THE CONTRACT Upon completion of the evaluation process, NCTCOG may award the contract to the Proposer whose Proposal is determined to be the most advantageous to the SHARE considering the relative importance of price and the other evaluation factors included in the RFP. NCTCOG reserves the right to award in whole and in part, by item or groups of items, by section or geographic area, or make multiple awards, where such action serves NCTCOG or Participant(s) best interests.
- 3.05 CONTRACT PERIOD AND EFFECTIVE DATE The contract will become effective immediately upon execution and will continue until the terms listed in the contract have been satisfied.
- 3.06 NEWS RELEASES News releases pertaining to the RFP, submissions, or the Contract will be made only by NCTCOG.



SECTION 4 - GENERAL TERMS AND CONDITIONS

- 3.01 NCTCOG and several Participating Entities are 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.
- 3.02 NCTCOG reserves the right to accept or reject any and/or all submissions or to cancel this notice at any time.
- 3.03 A response to this Request for Proposals (RFP) does not commit NCTCOG to a purchase contract, or to pay any costs incurred in the preparation of such response.
- 3.04 Unless the Proposer specifies in the proposal, the NCTCOG may award the contract for any items/services or group of items/services in the RFP and may increase or decrease the quantity specified.
- 3.05 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.
- 3.06 NCTCOG reserves the right to negotiate the final terms of any and all purchase contracts with Proposer(s) selected and such contracts negotiated as a result of this RFP may be re-negotiated and/or amended in order to successfully meet the agency needs.
- 3.07 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 Proposers recorded in the official record (Distribution Log/Receipts Record) as having received or requested an RFP.
- 3.08 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 Proposer's relevant performance and/or qualifications; and to request additional information from any and all Proposers.
- 3.09 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 Proposer's ability to perform as stated in the qualification submittals may result in cancellation of the purchase contract award.
- 3.10 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.
- 3.11 Proposer 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.
- 3.12 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.
- 3.13 Proposer shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a Proposer's bid to be rejected. This does not preclude joint ventures or subcontracts.
- 3.14 All proposals submitted must be an original work product of the Proposer. The copying, paraphrasing, or other use of substantial portions of the work product of others and submitted hereunder, as original work of the Proposer is not permitted. Failure to adhere to this instruction may cause the proposal submission(s) to be rejected.
- 3.15 The only purpose of this RFP is to ensure uniform information in the selection of proposals and procurement of services. This RFP is not to be construed as a purchase contract, or as a commitment of any kind, nor does it commit the NCTCOG to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by NCTCOG.

- 3.16 The contents of a successful proposal submission may become a contractual obligation, if selected for award of a contract. Failure of the Proposer to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to the successful Proposer as a basis for release of proposed services at stated price/cost. Any damages accruing to the NCTCOG as a result of the Proposer's failure to contract may be recovered from the Proposer.
- 3.17 A contract with the selected Proposer 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.
- 3.18 NCTCOG is the responsible authority for handling complaints or protests regarding the proposals selection process. This includes, but is not limited to, disputes, claims, protest of award, source evaluation or other matters of a contractual nature. Proposer 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.
- 3.19 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. \$1,000,000 per occurrence;
 2. \$1,000,000 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: \$500,000 combined single limit.
 4. Professional Liability:
 - a. Minimum Required Limits:
 1. \$1,000,000 Each Claim
 2. \$1,000,000 Policy Aggregate
- 3.20 Contractor shall defend, indemnify, and hold harmless NCTCOG and Participating Entities, 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 or Participating Entities' gross negligence or willful misconduct.

3.21 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.

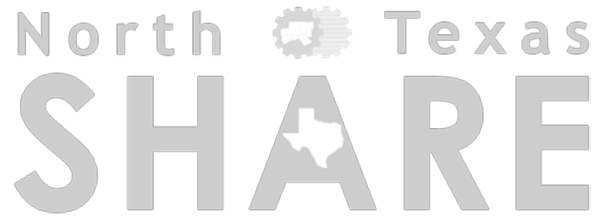
3.22 The Texas Legislature has adopted House Bill 1295. In short, the law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to our agency at the time of a signed contract. 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.



ATTACHMENTS & EXHIBITS GUIDE

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

Compliance with the RFP

Submissions must be in strict compliance with this Request for Proposals. Failure to comply with all provisions of the RFP may result in disqualification.

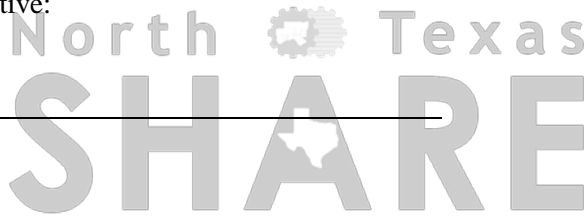
Acknowledgment of Insurance Requirements

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 proposal. The insurance requirements are outlined in Section 4S- General Terms and Conditions.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____



**ATTACHMENT II:
CERTIFICATIONS OF OFFEROR**

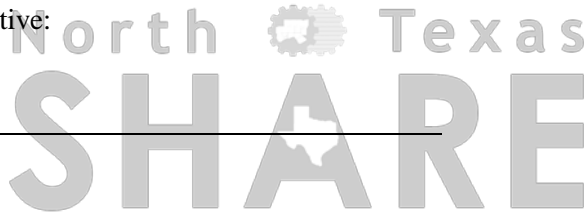
I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee, board member, or agent of the North Central Texas Council of Governments has assisted in the preparation of this proposal. I acknowledge that I have read and understand the requirements and provisions of the Request for Proposal 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 Request for Proposals 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 statements, 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 offenses 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 statements 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 of any federal contract, grant, loan, or cooperative Contract; and
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, and or cooperative Contract, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with the instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

Name of Organization/Contractor(s):

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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 statement 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 statement;

Notifying the employees in the subcontractor's policy statement that as a condition of employment under this subcontract, employees shall abide by the terms of the policy statement 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: _____

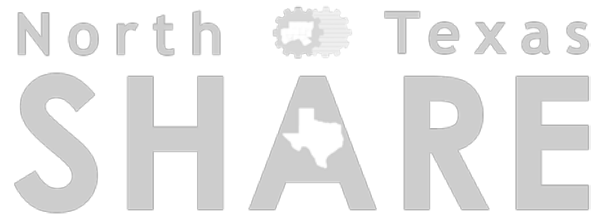
**ATTACHMENT VII:
CERTIFICATION OF FAIR BUSINESS PRACTICES**

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: _____



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EXHIBIT A:
NCTCOG MEMBER ENTITIES*
*(*This is not an exhaustive list of potential Participants.)*

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS MEMBER ENTITIES

Counties (16)

Collin	Erath	Kaufman	Rockwall
Dallas	Hood	Navarro	Somervell
Denton	Hunt	Palo Pinto	Tarrant
Ellis	Johnson	Parker	Wise

Cities (169)

Addison	Dish	Kaufman	Ponder
Aledo	Double Oak	Keene	Princeton
Allen	Dublin	Keller	Prosper
Alvarado	Duncanville	Kemp	Quinlan
Alvord	Edgecliff Village	Kennedale	Red Oak
Anna	Ennis	Kerens	Reno
Annetta	Eules	Krum	Rhame
Argyle	Everman	Lake Bridgeport	Richardson
Arlington	Fairview (Collin)	Lake Dallas	Richland Hills
Aubrey	Farmers Branch	Lakewood Village	Rio Vista
Aurora	Farmersville	Lake Worth	River Oaks
Azle	Ferris	Lancaster	Roanoke
Balch Springs	Flower Mound	Lavon	Rockwall
Bartonville	Forest Hill	Lewisville	Rowlett
Bedford	Forney	Little Elm	Royse City
Benbrook	Fort Worth	Lucas	Runaway Bay
Blooming Grove	Frisco	Mabank	Sachse
Blue Mound	Garland	Mansfield	Saginaw
Blue Ridge	Glenn Heights	McKinney	Sanger
Bridgeport	Glen Rose	McLendon-Chisholm	Sansom Park
Burleson	Gordon	Melissa	Scurry
Caddo Mills	Graford	Mesquite	Seagoville
Carrollton	Granbury	Midlothian	Southlake
Cedar Hill	Grand Prairie	Milford	Springtown
Celeste	Grandview	Millsap	Stephenville
Celina	Grapevine	Mineral Wells	Sunnyvale
Cleburne	Greenville	Murphy	Talty
Cockrell Hill	Hackberry	Newark	Terrell
Colleyville	Halton City	New Fairview	The Colony
Combine	Haslet	New Hope	Trophy Club
Commerce	Heath	Northlake	University Park
Coppell	Hickory Creek	North Richland Hills	Venus
Copper Canyon	Highland Park	Oak Point	Watauga
Corinth	Highland Village	Oak Ridge	Waxahachie
Corsicana	Hudson Oaks	Ovilla	Weatherford
Crandall	Hurst	Palmer	West Tawakoni
Cross Timbers	Hutchins	Pantego	Westworth Village
Crowley	Irving	Paradise	White Settlement
Dallas	Italy	Parker	Willow Park
Dalworthington Gardens	Josephine	Pecan Hill	Wilmer
Decatur	Joshua	Pilot Point	Wolfe City
Denton	Justin	Plano	Wylie
DeSoto			

School Districts (22)

Arlington ISD	Duncanville ISD	Irving ISD	Plano ISD
Birdville ISD	Farmersville ISD	Kaufman ISD	Richardson ISD
Carrollton-Farmers Branch ISD	Fort Worth ISD	Lewisville ISD	Rockwall ISD
Cedar Hill ISD	Garland ISD	Mansfield ISD	Terrell ISD
Denton ISD	Grand Prairie ISD	Mesquite ISD	Weatherford ISD
	Hurst-Eules-Bedford ISD	Midlothian ISD	

Special Districts (31)

Acton Municipal Utility	Dallas County Utility and Reclamation	Lake Cities MU Authority
Area Metropolitan Ambulance Authority	Dallas County WCID #6	NE TX Rural Rail District
Benbrook W/S Authority	Dalworth Soil and Water	North Texas MWD
Collin Central Appraisal District	Denton Co. FWSD #1A	North Texas Tollway Authority
Central Appraisal, Johnson Co.	Denton Co. FWSD #6/7	Tarrant Reg. Water District
Dallas Area Rapid Transit	Denton Co. Trans. Authority	Trinity River Authority
Dallas Co. Community College District	Fort Worth Transp. Authority	Trinity River Vision Authority
Dallas Co. Park Cities MU	Hunt Memorial Hospital District	Trophy Club MUD #1
Dallas County Schools	Johnson County Special Utility District	Valwood Imp. Authority
	Johnson County FWSD #1	Weatherford College
		Wise Co. Water Control & Improvements Dist. #1

EXHIBIT B: SCOPE OF SERVICES

This section is intended to complement but not repeat the overview section at the front of this RFP. To gain a basic understanding regarding the overall approach of this RFP, the proposer should read both sections. The following items are considered non-negotiable for this solicitation, and all Proposals must reference PVS 14 units that are/have:

- Generation III class products
- Powered by a single commercial off the shelf (COTS) battery
- Integrated active projected infrared illuminator
- Low battery indicator
- Auto gated power supply for operations in urban environments
- White phosphor image intensifier
- Accessories

Proposers will also address the processes that are used to satisfy the following logistical items:

- Large-Quantity Orders
- Order Processing
- Method of Delivery
- Warranty and/or Repair Services (if applicable)

NCTCOG requests that Proposers identify the specifications of the AN/PVS 14 unit that they intend to make available. Please provide the following information:

1. Field of View
2. Magnification
3. Diopter Adjustment
4. Eye Relief
5. Submersible Capability
6. Objective Lens Diameter
7. Focus Range
8. Power Supply
9. Operation Time
10. Weight
11. Size
12. Signal to Noise Ratio
13. Photocathode Response
14. Halo
15. Electronic Background Input
16. Resolution
17. Maximum Spots Allowed per Zone, with Spot Size in U.S. Inches

EXHIBIT C:
COST PROPOSAL

The attached pricing sheet should be included as part of the proposal and shall also be an attachment to the Master Agreement. Exceptions or features or services not anticipated by this sheet should be clearly stated.

PREPARATION OF COST PROPOSALS

Each proposer must furnish all information required by a solicitation on the documents provided. Proposals submitted on forms other than the forms included in the solicitation shall be considered non-responsive. Any attempt to alter the wording in the solicitation is ineffective and will result in rejection of the proposal.

- C.1 **Taxes:** Purchases of goods or services for NCTCOG use are usually exempt from City, State, and most Federal Taxes. Proposals may not include exempted taxes. The successful proposer should request a Tax Exemption Certificate from the Purchasing Division. Under no circumstances shall NCTCOG be liable to pay taxes for which NCTCOG has an exemption under any Contract.
- C.2 **Brand Name or Equal:** If the solicitation indicates brand name or "equal" products are acceptable, the proposer may offer an "equal" product and must be prepared to demonstrate those features that render it equal. Final determination of a product as "equal" remains with the NCTCOG.
- C.3 **Delivery Time:** Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any NCTCOG purchase. If the indicated date cannot be met or the date is not indicated, the proposer shall state its best delivery time.
- C.4 **Free on Board (FOB) Point:** Freight Terms shall be FOB Destination, Freight Prepaid and Allowed. The proposer should quote its lowest and best price, with the goods delivered to the place specified, at the Proposer's expense and risk, and there tender delivery to the NCTCOG. Proposals offering any other delivery terms are not acceptable and may be cause for rejection.
- C.5 **Prices:**
- C.5.1 Proposals shall be firm priced offers unless otherwise specified.
 - C.5.2 Pricing shall be entered on the Price Proposal in ink.
 - C.5.3 Totals shall be entered in the "Total Price" column of the Bid Sheet.
 - C.5.4 In the event of a discrepancy between unit price and extended price, the unit price shall govern.
 - C.5.5 Prices shall be offered in the Dollars of the United States of America (or decimal fractions thereof).
 - C.5.6 In the event that any accessory is already included in the base cost of the AN/PVS 14 unit, please indicate its status as included in the base price, AND provide individual pricing for each accessory for replacement purposes.
 - C.5.6. Pricing should be included only for accessories that Proposer is able to provide. Any additional items that may not be mentioned in this RFP are welcome to be submitted with pricing by Proposer.
- C.6 **Signature:** The proposer must sign each document in the solicitation requiring a signature. Any change made to the proposal must be initialed by the proposer.
- C.8 **Alternate Proposals:** Proposers may offer an "equal" product as an alternate proposal. Final "approved equal" determination remains with the NCTCOG.

C.9 **Proprietary Information:**

C.9.1 All material submitted to NCTCOG becomes public property and is subject to the Texas Public Information Act upon receipt.

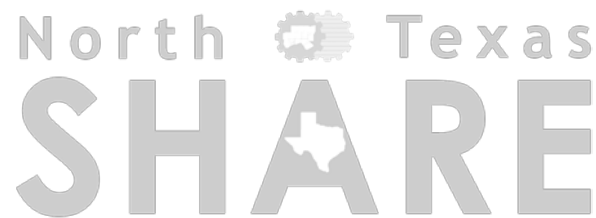
C.9.2 If a proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. NCTCOG will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to information that must be disclosed lies with the Texas Attorney General.

C.9.3 Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

C.10 **Proposal Preparation Costs:** All costs associated with preparing a proposal in response to a solicitation shall be borne by the proposer.

C.11 **Payment:** All payment terms shall be “Net 30 Days” unless specified in the proposal document.

C.11.1 Successful proposers are encouraged to register for direct deposit payments prior to providing goods and/or services using the forms posted on NCTCOG’s website at <http://www.nctcog.org/aa/purchasing.asp>.



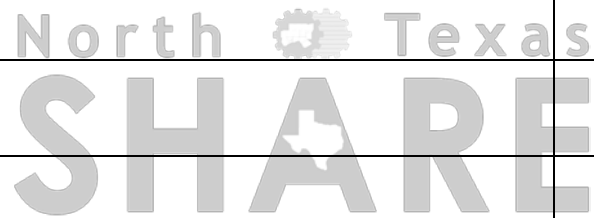
**EXHIBIT C:
COST PROPOSAL**

REQUEST FOR PROPOSAL (RFP) This is NOT a Purchase Order. RFP Number: NCT-2017-34 RFP For: PVS 14 Night Observation Devices and Accessories	NCTCOG 616 Six Flags Drive Arlington, Texas 76011 Phone: 817-640-3300 Fax: (817) 640-7806
--	--

Delivery After Receipt of Order (ARO)	Ship Via	F.O.B.		Terms
	BEST METHOD	NCTCOG		NET 30

ITEM	QTY	DESCRIPTION RECORD UNIT PRICE ON THIS PAGE	PRICE PER UNIT	TOTAL PRICE
1.		AN/PVS 14, Gen. III gain-adjustable, auto-gated Night Observation Device with White Phosphor image intensifier		
2.		Operator's Manual		
3.		Headmount Assembly		
4.		Headmount Adapter		
5.		Demist Shield		
6.		Sacrificial Window		
7.		Shuttered Eye guard		
8.		Shoulder Strap		
9.		Neck Cord		
10.		Eye-cup		
11.		Front Lens Cap		

12.		Weaver Weapon Mount		
13.		Hard Carry and Storage Case		
14.		Camera Adapter		
15.		3x Afocal Magnifier Lens		
16.		5x Afocal Magnifier Lens		
17.		Helmet Mount/s: (Please specify)		
Additional Items Proposed:				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
			SUB TOTAL	TOTAL
ENTER SUB-TOTAL AND TOTAL ON THIS LINE				



PRICE PROPOSAL SUBMITTED BY:

Company Name: _____


Signature: _____ **Date** _____

Representative: _____

E-mail Address: _____

Payment Terms: _____

Federal Tax ID No. _____

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