



**REQUEST FOR PROPOSALS (RFP)
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
for**

Employment Benefits Enrollment Application and Database Software Support

**RFP No. NCT 2017-43
Issued: January 19, 2018**

**PROPOSAL SUBMISSION DEADLINE:
*****February 17, 2018 by 3:00 PM Local Time *****
NO LATE PROPOSALS WILL BE ACCEPTED**

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|--|---|
| <p>RESPONSES SHALL BE DELIVERED TO:</p> <p>NCTCOG ATTN: Craigan Johnson 616 SIX FLAGS DRIVE ARLINGTON, TEXAS 76011</p> | <p>RESPONSES SHALL BE MAILED TO:</p> <p>NCTCOG ATTN: Craigan Johnson 616 SIX FLAGS DRIVE ARLINGTON, TEXAS 76011</p> |
| <p>FOR ADDITIONAL INFORMATION REGARDING THIS RFP PLEASE CONTACT:</p> <p>Craigan Johnson Purchasing@NCTCOG.org Phone: 817-695-9186</p> <p>*****</p> <p>RETURN THIS COVER SHEET WITH RESPONSE TO:</p> <p>NCTCOG Attn: Craigan Johnson 616 SIX FLAGS DRIVE ARLINGTON, TEXAS 76011</p> | <p>NAME AND ADDRESS OF COMPANY SUBMITTING PROPOSAL:</p> <p>Proposer: _____ Address: _____ City: _____ State: _____ Zip Code: _____ Contact Person: _____ Phone: _____ Fax: _____ Signature: _____ Printed Name: _____</p> |

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) WEBSITE. 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

- 1.1 NCTCOG OVERVIEW The North Central Texas Council of Governments (hereafter NCTCOG) is a voluntary association of, by, and for local governments and was established to assist local governments in planning for common needs, cooperating for mutual benefit and coordinating for sound regional development. NCTCOG serves a 16-county metropolitan region surrounding the 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 Public Employee Benefits Cooperative (PEBC) was created in 1998. On behalf of its member governments, the PEBC works diligently to keep benefit costs affordable. The PEBC is dedicated to providing choice, flexibility and value as we strive to manage costs in an era of double-digit health care increases. The PEBC provides many services including joint purchase of employee benefits and cost-effective, centralized administration. With current economic conditions and the rapidly rising cost of health care, benefits of PEBC membership are even more valuable today. PEBC member groups include Dallas County, Tarrant County, the North Texas Tollway Authority, Denton County and Parker County.

- 1.2. PURPOSE OF RFP This purpose of this Request for Proposals (RFP) is to receive proposals for the annual support of the PEBC's Employee Benefits Enrollment Application and Database Software. This software is written in C#, housed in Azure, and the data is housed in a SQL Server database.

PEBC provides healthcare benefits administrative services for Dallas County, Tarrant County, Denton County, Parker County and the North Texas Tollway Authority. Files are received weekly from each entity related to the health insurance being provided to employees and retirees. These files are reviewed, loaded and processed into the database using the Benefits Administration Software.

- 1.2.1. The software uses rules engines and stored procedures to:
- 1.2.1.1. identify errors in the data;
 - 1.2.1.2. make corrections;
 - 1.2.1.3. prepare the information for submittal to insurance providers; and
 - 1.2.1.4. process files containing information on tax saver and/or health savings plans that are submitted to vendors.
- 1.2.2. In addition to traditional software maintenance activities of bug fixes, patches, etc., the vendor will also:
- 1.2.2.1. provide software development services as needed for development of new features
 - 1.2.2.2. perform modifications required due to regulatory changes or plan changes of customer entities
 - 1.2.2.3. Maintain the Azure environment from the standpoint of provisioning users, removing users, ensuring updates to the environment are made using a process that ensure the system continues to operate accurately and performance meet PEBC needs.

- 1.2.3. Security of the system is critical. This requires:
 - 1.2.3.1. The vendor to possess and exercise expertise in Microsoft Azure security best practices around, but not limited to:
 - 1.2.3.1.1. Network segmentation,
 - 1.2.3.1.2. Network Security Groups,
 - 1.2.3.1.3. Azure Security Center,
 - 1.2.3.1.4. Data security/encryption
 - 1.2.3.1.5. Identity management,
 - 1.2.3.1.6. Virtual machine hardening, and
 - 1.2.3.1.7. Endpoint access control.
- 1.2.4. All application development must, at a minimum, adhere to the standards outlined in the Open Web Application Security Project's (OWASP) Application Security Verification Standard (ASVS) at Level 2.
- 1.2.5. All code changes must be scanned for vulnerabilities before being put to User Acceptance Testing to ensure any weaknesses are addressed.

Additionally, all software in use must remain current to provide a secure environment so the vendor will be responsible for ensuring that occurs. Additional responsibilities include documenting and managing the process for adding new users to the system and removing users when requested by PEBC. The successful vendor will be required to sign a Business Associate Agreement with PEBC. This agreement satisfies the HIPAA requirements of the engagement.

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

- 1.3 **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/s will enter into a two (2) year initial Master Contract for services with NCTCOG. At the end of the initial two (2) year contract, and at the discretion of NCTCOG, the Master Contract may be extended with three (3) one (1) year renewals. The total term of the Master Contract shall not exceed five (5) 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).

SECTION 2 – PROPOSAL FORMAT

- 2.1. 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.
- 2.2. 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 services 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 service.
3. Description of the Proposer's process for delivering orders to respective clients.
4. Description of the Proposer's customer satisfaction services, if any, 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

8. exceptions of the Proposer.
9. 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 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.

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

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

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

- 2.4. **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, February 17, 2018. Electronic copy of proposal must be one PDF file and not submitted as separate sections. Mark outside envelope “Sealed Proposal – RFP NCT #2017-43 and send to:

Public Employee Benefits Cooperative
 ATTN: Craigan Johnson
 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 February 17, 2018 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.

- 2.5. **ISSUING OFFICE AND RFP REFERENCE NUMBER** The PEBC of the NCTCOG is the issuing office for this RFP and all subsequent addenda relating to it. The reference number for the RFP is #NCT 2017-43. This number must be referenced on all proposals, correspondence, and documentation relating to the RFP.
- 2.6. **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 | January 19, 2018 | |
| Inquiry Period Ends | January 31, 2018 | |
| Proposal Due Date | February 17, 2018 | |
| Interviews (if applicable) | February 2018 | |
| Anticipated Award | February 22, 2018 | |
| Anticipated Start Date | | |

2.7. 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 Purchasing@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. | 30% |
| Experience, References, Key Personnel | Tabs C and D | Points will be awarded for required components of response for the sections identified, with 30% as a maximum total possible percentage points. | 30% |
| Innovative, Value added services beyond Basic Requirements | | Points will be awarded for value-added services that were not anticipated by the scope of this RFP that are beneficial to the NCTCOG, with 10% as a maximum total possible percentage points. | 10% |
| Cost Proposal | Exhibit C | 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. | 20% |
| 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% |

- 3.2. 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.

- 3.3. INTERVIEWS NCTCOG 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.
- 3.4. 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 NCTCOG 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.
- 3.5. 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.
- 3.6. NEWS RELEASES News releases pertaining to the RFP, submissions, or the Contract will be made only by NCTCOG.

SECTION 4 - GENERAL TERMS AND CONDITIONS

- 4.1. 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.
- 4.2. NCTCOG reserves the right to accept or reject any and/or all submissions or to cancel this notice at any time.
- 4.3. 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.
- 4.4. 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.
- 4.5. 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.
- 4.6. 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.
- 4.7. 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.
- 4.8. 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.
- 4.9. 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.
- 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. 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.
- 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. 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.
- 4.14. 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.

- 4.15. 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.
- 4.16. 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.
- 4.17. 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.
- 4.18. 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.
- 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.
- 4.19.1. Workers' Compensation: Statutory limits and employer's liability of not less than \$100,000 for each accident.
- 4.19.2. Commercial General Liability:
- 4.19.2.1. Minimum Required Limits:
- 4.19.2.1.1. \$1,000,000 per occurrence;
- 4.19.2.1.2. \$1,000,000 General Aggregate
- 4.19.2.2. Commercial General Liability policy shall include:
- Coverage A: Bodily injury and property damage;
- Coverage B: Personal and Advertising Injury liability;
- Coverage C: Medical Payments
- Products: Completed Operations
- Fire Legal Liability

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

4.19.2.4. Attachment of Endorsement CG 20 10 - additional insured

4.19.2.5. All other endorsements shall require prior approval by the NCTCOG.

4.19.3. Comprehensive Automobile/Truck Liability: Coverage shall be provided for all owned, hired and non-owned vehicles. Minimum required Limit: \$500,000 combined single limit.

4.19.4. Professional Liability:

4.19.4.1. Minimum Required Limits

4.19.4.1.1. \$1,000,000 Each Claim

4.19.4.1.2. \$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 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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Exhibit B: Scope of Services.....26

Exhibit C: Cost Proposal.....29

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 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 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):

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: _____

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 statement is true and correct and that the undersigned understands that making a false statement 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

I.R.S. 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 RFP 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 RFQ.

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: _____.

**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 | Rhome |
| 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 | Haltom 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 and respond to the criteria listed in both.

The following features, or the equivalent of, are essential features of the software solution that NCTCOG desires. The proposer should identify if they possess the ability or willingness to provide for each feature, and a description of Proposer's method of delivery for each:

1. Services to be Provided

- 1.1 SOFTWARE must remain available 99.9% of the time. Contractor will not be held accountable for outages as a result of Azure outages.
- 1.2 Contractor shall install the current release of SOFTWARE and any subsequent patches or updates to the version. Contractor will ensure SOFTWARE installation performs to the specified performance level.
- 1.3 Maintain SOFTWARE to ensure it continues to work as designed and accepted by PEBC and resolve any bugs identified by PEBC according to the adopted Service Level Agreement.
- 1.4 Assist, as needed, with data maintenance, including changes to data in fields as identified by PEBC.
- 1.5 Program and implement changes to SOFTWARE as identified by PEBC during Annual Enrollment.
- 1.6 Assist with maintenance, modification and addition to the rules contained in the rules engine and in stored procedures as requested by PEBC.
- 1.7 Assist with maintenance, modification and addition to the PEBC reports/reporting as requested by PEBC.
- 1.8 Assist with maintenance, modification and addition to the PEBC file packaging/transfer as requested by PEBC.
- 1.9 All application development must, at a minimum, adhere to the standards outlined in the Open Web Application Security Project's (OWASP) Application Security Verification Standard (ASVS) at Level 2.
- 1.10 Administer the Azure environment containing SOFTWARE and associated data including provisioning of users and removing access for users according to adopted procedures.
- 1.11 Follow Microsoft Azure security best practices around, but not limited to:
 - 1.10.1 Network segmentation,
 - 1.10.2 Network Security Groups,
 - 1.10.3 Azure Security Center,
 - 1.10.4 Data security/encryption,
 - 1.10.5 Identity management,
 - 1.10.6 Virtual machine hardening, and

1.10.7 Endpoint access control.

- 1.9 Comply with all terms of the Business Associate agreement as required by HIPAA and HITECH regulations.
 - 1.10 Document any changes to program code and/or rules in SOFTWARE documentation.
 - 1.11 Services Level reports will be provided on a monthly basis and any billing adjustments required as a result of actual performance against defined performance levels to be achieved will be identified. Billing adjustments will be applied to the invoice for the following month.
 - 1.12 Quarterly testing of the backups will occur to ensure the backup/restore system is working properly.
 - 1.13 Monitor environment capacity against utilization and provide quarterly reporting to afford PEBC the ability to increase capacity as needed in an orderly and timely manner.
2. New Development Requests:

Contractor will provide development services as follows.

- 2.1 PEBC will present Contractor with a Statement of Work related to new development.
- 2.2 Contractor will seek any clarification required to respond to the request and then provide a response that includes:
 - 2.2.1 Estimated hours to complete development
 - 2.2.2 Estimated duration of development
 - 2.2.3 Cost of development.
- 2.3 PEBC will review development request and, if acceptable, authorize Contractor to proceed with development.
- 2.4 Agreements for new development will contain an estimated cost to complete and a not-to-exceed amount.
- 2.5 Contractor will be required to completed development prior to receiving payment unless other payment arrangements are detailed in the development agreement.
- 2.6 Change orders for development agreements will follow the Change Order Request and Sign-off Process described in a Business Associate Agreement.

3 Support for contacting the Contractor

A successful Contractor will provide the following communication mechanisms for Agency to use when submitting requests for support:

- 3.1 Telephone Support. Contractor shall maintain a contact telephone number during regular business hours (8 a.m. to 5:00 p.m. Monday - Friday CST) to assist Agency in reporting errors and in providing first line support in the use and operation of the SOFTWARE. This telephone number(s) will be provided upon execution of this agreement.
- 3.2 Internet Email. Agency shall maintain a ticket system for the express purpose of requesting and tracking Contractor support. This ticket system shall be managed by Agency which tracks problem

progress on an incident by incident basis in order to ensure a timely turn-around for Agency. The ticketing system will provide email notification capability and will be configured to notify the Contractor of any issue reported or updated in the ticketing system. Specific email address(es) will be provided to PEBC upon execution of this agreement. The URL for this ticketing system is <https://nctcog.visualstudio.com/PEBC>

- 3.3 Limitations on Hot-line support. Agency agrees that its point of contact support of the SOFTWARE will be limited to two (2) designated employees at any one time, who will act as the support liaison between the Contractor and PEBC, and that hotline support services for the SOFTWARE subject to this Support Agreement will be available to Agency through electronic mail communication or by telephone.

EXHIBIT C

COST PROPOSAL

The Cost Proposal must include a Master Rate Card that will serve as the price guide and shall also be an attachment to the Master Agreement. The Master Rate Card should include the following:

- 1.1 Any and all costs associated with the software, to include, but is not limited to, annual licenses and/or recurring fees, one-time service fees, technical service fees, recurring service fees, training, and any other cost measure that may be required to pay to implement and maintain the selected software solution.
- 1.2 Outline any tier-based pricing or price ranges based upon a fixed unit cost that would need to be considered, if applicable.
- 1.3 Identify and differentiate between required services and optional/value-added services and provide pricing for all available services with estimated timelines for completion (as applicable)
- 1.4 Any services included on the Master Rate Card should include a Statement of Work (SOW) as an attachment to the Master Rate Card.
- 1.5 Identify any rate changes in the Master Rate Card that should be considered for the duration of the contract, if applicable.
- 1.6 Any additional information regarding services that the Proposer will want to be made available to during the sales cycle.

Additional Considerations:

- 2.1 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.
- 2.2 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.
- 2.3 Proprietary Information:
 - 2.3.1 All material submitted to NCTCOG becomes public property and is subject to the Texas Public Information Act upon receipt.
 - 2.3.2 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.
 - 2.3.3 Failure to identify proprietary information will result in all unmarked sections being

deemed non-proprietary and available upon public request.

- 2.4 Proposal Preparation Costs: All costs associated with preparing a proposal in response to a solicitation shall be borne by the proposer.
- 2.5 Payment Terms: All payment terms shall be “Net 30 Days” unless specified in the proposal document.