REQUEST FOR PROPOSALS (RFP)
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
for
Early Flood Warning Detection Software

RFP No. NCT-2017-01
Issued: 4/20/2017

PROPOSAL SUBMISSION DEADLINE:
*******May 30, 2017 by 3:00 PM Local Time *******
NO LATE PROPOSALS WILL BE ACCEPTED

<table>
<thead>
<tr>
<th>RESPONSES SHALL BE DELIVERED TO:</th>
<th>RESPONSES SHALL BE MAILED TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCTCOG</td>
<td>NCTCOG</td>
</tr>
<tr>
<td>ATTN: North Texas SHARE</td>
<td>ATTN: North Texas SHARE</td>
</tr>
<tr>
<td>616 SIX FLAGS DRIVE</td>
<td>616 SIX FLAGS DRIVE</td>
</tr>
<tr>
<td>ARLINGTON, TEXAS 76011</td>
<td>ARLINGTON, TEXAS 76011</td>
</tr>
</tbody>
</table>

FOR ADDITIONAL INFORMATION REGARDING THIS RFP PLEASE CONTACT:
North Texas SHARE
NorthTexasSHARE@NCTCOG.org
1 (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.
# TABLE OF CONTENTS

## SECTION 1 – Overview

1.01 NCTCOG Overview ................................................................................................................................... 3  
1.02 Purpose of RFP ........................................................................................................................................... 3  
1.03 Contract Intent ............................................................................................................................................ 3  
1.04 Contract Management and Reporting ......................................................................................................... 3  
1.05 Remuneration .............................................................................................................................................. 4  

## SECTION 2 - Proposal Format

2.01 Administrative Guidance ............................................................................................................................ 5  
2.02 Business Plan ................................................................................................................................................. 5  
2.03 RFP Submission .............................................................................................................................................. 5  
2.04 Issuing Office and RFP Reference Number ..................................................................................................... 7  
2.05 Solicitation Schedule ....................................................................................................................................... 7  
2.06 Pre-Proposal Conference ............................................................................................................................. 8  
2.07 Written Questions .......................................................................................................................................... 8  

## SECTION 3 - Proposal Evaluation and Award

3.01 Proposals Evaluation Criteria ..................................................................................................................... 9  
3.02 Evaluation Process ......................................................................................................................................... 9  
3.03 Interviews...................................................................................................................................................... 9  
3.04 Award of the Contract ................................................................................................................................... 9  
3.05 Contract Period and Effective Date ................................................................................................................ 9  
3.06 News Releases ............................................................................................................................................... 9  

## SECTION 4 – General Terms and Conditions

## ATTACHMENT AND EXHIBIT GUIDE

Attachment I: Instructions for Proposal Compliance and Submittal ................................................................. 14  
Attachment II: Certification of Offeror .................................................................................................................. 15  
Attachment III: Certification Regarding Debarment, Suspension, and Other Responsibility Matters .............. 16  
Attachment IV: Certification Regarding Lobbying ............................................................................................... 17  
Attachment V: Drug-Free Workplace Certification ............................................................................................... 18  
Attachment VI: Certification Regarding Disclosure of Conflict of Interest ......................................................... 19  
Attachment VII: Certification of Fair Business Practices ..................................................................................... 20  
Attachment VIII: Certification of Good Standing Texas Corporate Franchise Tax Certification ....................... 21  
Attachment IX: HUBs, Minority or Women-Owned or Disadvantaged Business Enterprises ............................ 22  

Exhibit A: NCTCOG Member Entities ................................................................................................................... 23  
Exhibit B: Scope of Services .................................................................................................................................. 24  

---

**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 7 million, which is larger than 35 states. A list of all NCTCOG member entities has been provided as Exhibit A.

The overall theme for NCTCOG’s environmental resource and development initiatives continues to be Sustainable Environmental Excellence. The Environment and Development Department focuses on planning for the future of this growing and changing area, in a collaborative and cost-effective way, for the benefit of all North Central Texas. The Department addresses this growth primarily within six different program areas – Materials Management, Natural Resources, Public Works, Regional Codes, Watershed Management, and Development Excellence.

NCTCOG operates 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. 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 RFP is being issued with the goal of implementing software options compatible with existing rain/stream gauge systems used in the NCTCOG area. NCTCOG will research purchasing options for software for NCTCOG participants to use such that all participants can view information in real time. The desired product is a single, consolidated regional software system, with the hosted cloud-based solution as one central hub server or base station location to be owned, operated, and maintained by the selected Provider, with services made available to NCTCOG entities as subscribers. Once the regional software system solution is available for sign-up, NCTCOG will begin to promote the product availability for use throughout our 16-county region. The Basic Requirements and scope of that preferred regional software system solution are described in Exhibit B of this RFP.

1.03 CONTRACT INTENT NCTCOG intends to contract with a qualified Proposer based upon the qualifications of the Proposer, the quality of products, and the types of services provided.

The selected Proposer will enter into a five (5) year Master Contract for services with NCTCOG. At the end of the initial five (5) 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 seven (7) years. Any extension beyond the initial five (5) year period will be subject to NCTCOG approval.

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.

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).
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.
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. 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. Directions for response to the Basic Requirements of the software are detailed in Exhibit B of this RFP.

1. Description of the services for which the Proposer is able to provide. Proposer must follow industry accepted practices for those same services they are able to provide.
2. Description of the team’s Quality Assurance/Quality Control procedures including what is standard practice for all stages of the project.
3. Description of the availability and number of key personnel and ability to commit their time throughout the life of the project. Please include related business protocols and policies.
4. Include a statement that Proposer is willing to conduct educational classes for the participating entities that will familiarize them with the process and assist them in the managing of their software system.
5. Description of the variety of the data that the public would have access to (gauge reading, flooded areas, water depth, etc.)
6. Description of how the software provides access to data that allows for more accurate forecasting/lead time as storms track through the NCTCOG region.
7. Explanation of how this proposal’s approach accommodates the continual growth of the software system as this product expands with regional deployment.
8. Presentation of the architecture of how the various regional systems can be connected (i.e. Fort Worth, Grand Prairie, Dallas, Tarrant Regional Water District, etc.)
9. Description of any automated systems the Proposer utilizes to facilitate fulfillment of services
under this RFP.
10. Any assumptions made in responding to the requirements.
11. Any exceptions to 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.
   Any special features or services the Proposer is proposing in response to the requirements that
are included within the pricing provided.
12. Include samples of any value added reports or services that could be of value to participating
   entities.
13. List all sub-contractors to be used by the Proposer over the course of the contract, if any.
14. List any special features or services the Proposer is proposing in response to the requirements
   that are included within the pricing provided.
15. Responses to items 1-27 of the Basic Requirements of the Software System included in
   Exhibit B.

Tab C EXPERIENCE. Proposer must provide information to indicate that it has the experience to provide
the products and/or services requested in the RFP. Specifically, the Proposer is to provide:

1. An overview and brief history of the Proposer, and a description of what uniquely qualifies the
   Proposer for this service.
2. Texas and/or other state registrations. Relevant testing accreditations and equipment
certifications.
3. A description of services the Proposer has provided in the past five years that demonstrates the
   Proposer’s capability to provide the proposed services. Include the nature of the services
   provided, scope of activities, and the organization for which the service was provided. Where
   possible, focus should be placed on relevant experience with governmental entities.
4. A summary listing of judgments or pending lawsuits or actions against; adverse contract
   actions, including termination(s), suspension, imposition of penalties, or other actions relating
to failure to perform or deficiencies in fulfilling contractual obligations against Proposer. If
applicable, include an explanation(s). If none, so state.
5. Provide information on any claim submitted by any client against the Proposer within the past
two years related to the services provided by the Proposer or its key personnel. For purposes
of this request, “claim” means a sum of money in dispute in excess of 5% of the Proposer’s
fee for the services provided. If none, so state.

Tab D REFERENCES. Include at least three references from customers who have used services in the
past two years that are similar to those requested by the NCTCOG. 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 E 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 Contracts for Services from Participating Entities.
Tab F AFFIRMATIVE ACTION PLAN. Include a copy of your affirmative action plan provided as (reference) of this RFP for review (if applicable).

Tab G 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 Disadvantages Business Enterprises (Attachment IX)

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

2.03 RFP SUBMISSION Please submit 1 physical copies and 1 electronic copy (on compact disk or USB flash drive) of your response no later than 3:00 PM CDT, Tuesday, May 30, 2017. Electronic copy of proposal must be one PDF file and not submitted as separate sections. Mark outside envelope “Sealed Proposal – Early Flood Warning Software NCT-2017-01” 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.

2.04 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-2017-01. This number must be referenced on all proposals, correspondence, and documentation relating to the RFP.

2.05 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 NCT-2017-01
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:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issued</td>
<td>April 20, 2017</td>
<td></td>
</tr>
<tr>
<td>Pre-Proposal Conference</td>
<td>5/9/2017 2:00PM</td>
<td>NCTCOG, 616 Six Flags Drive, Arlington, TX 76011 (Metroplex Conference Room)</td>
</tr>
<tr>
<td>Inquiry Period Ends</td>
<td>5/19/2017 12:00PM</td>
<td></td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>5/30/2017 3:00PM</td>
<td></td>
</tr>
<tr>
<td>Interviews (if applicable)</td>
<td>June 2017</td>
<td></td>
</tr>
<tr>
<td>Anticipated Award</td>
<td>June 2017</td>
<td></td>
</tr>
<tr>
<td>Anticipated Start Date</td>
<td>July 2017</td>
<td></td>
</tr>
</tbody>
</table>

2.06 PRE-PROPOSAL CONFERENCE NCTCOG will hold a Pre-Proposal Conference at NCTCOG Offices, 616 Six Flags Drive, Arlington, TX 76011, Metroplex Conference Room, on Tuesday, May 09, 2017, at 2:00 PM CDT. The purpose of this conference is to discuss the RFP and the services required with Proposers and to allow them to ask questions arising from their initial review of this RFP.

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

During the conference Proposers shall have the opportunity to ask questions. Oral answers will not be binding. Proposers must follow instruction provided in Section 2.07 of this RFP to submit and receive formal, binding answers to their questions.

Attendance at the Pre-Proposal Conference is not a prerequisite to submitting a Proposal.

2.07 WRITTEN QUESTIONS Proposers will have until the date and time outlined in Section 2.05 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:

<table>
<thead>
<tr>
<th>Sender Name/Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sender Company:</td>
</tr>
<tr>
<td>Sender Mailing Address:</td>
</tr>
<tr>
<td>Sender Phone:</td>
</tr>
<tr>
<td>Sender Email:</td>
</tr>
<tr>
<td>Sender Questions</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Question</th>
<th>RFP Section</th>
<th>Paragraph #</th>
<th>Line #</th>
</tr>
</thead>
</table>

NCT-2017-01
SECTION 3 – PROPOSAL EVALUATION AND AWARD

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

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Proposer qualifications, experience, and references</td>
<td>15%</td>
</tr>
<tr>
<td>2. Business Plan</td>
<td>25%</td>
</tr>
<tr>
<td>3. Responses to Software Basic Requirements (Exhibit B)</td>
<td>30%</td>
</tr>
<tr>
<td>4. Innovative, value added services beyond Basic Requirements</td>
<td>10%</td>
</tr>
<tr>
<td>5. Best value as indicated by services proposed, overall reputation and estimated pricing table (Overall Quality)</td>
<td>20%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

3.02 EVALUATION PROCESS All submissions in response to this RFP will be evaluated in a manner consistent with NCTCOG applicable rules and policies. An evaluation committee will review and score submissions according to the evaluation criteria described above. Once the evaluation committee has made a recommendation based upon the responses, NCTCOG will award the contract to the firm that offers the best value. Each Proposer bears sole responsibility for the items included or not included in the response submitted by that Proposer. The NCTCOG reserves the right to disqualify any submission that includes significant deviations or exceptions to the terms, conditions, and/or specifications in this RFP. 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.

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

4.01 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.

4.02 NCTCOG reserves the right to accept or reject any and/or all submissions or to cancel this notice at any time.

4.03 A response to this Request for Proposals (RFP) does not commit NCTCOG to a purchase contract, or to pay any costs incurred in the preparation of such response.

4.04 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.

4.05 NCTCOG reserves the right to hold and accept any proposals received by the submission deadline for a period of ninety (90) days after the deadline if a determination has not been made for an award.

4.06 NCTCOG reserves the right to negotiate the final terms of any and all purchase contracts with 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.

4.07 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.

4.08 NCTCOG reserves the right to contact any individual, agencies, or employers listed in a submission, to contact others who may have experience and/or knowledge of the Proposer's relevant performance and/or qualifications; and to request additional information from any and all Proposers.

4.09 NCTCOG reserves the right to conduct a review of records, systems, procedures, etc., of any entity selected for funding. This may occur prior to, or subsequent to, the award of a purchase contract. Misrepresentation of the 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.
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.

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.

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.

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
4.20 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.

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

Attachment I: Instructions for Proposal Compliance and Submittal .......................................................... 14
Attachment II: Certification of Offeror ........................................................................................................ 15
Attachment III: Certification Regarding Debarment, Suspension, and Other Responsibility Matters .... 16
Attachment IV: Certification Regarding Lobbying ..................................................................................... 17
Attachment V: Drug-Free Workplace Certification .................................................................................... 18
Attachment VI: Certification Regarding Disclosure of Conflict of Interest ............................................. 19
Attachment VII: Certification of Fair Business Practices ......................................................................... 20
Attachment VIII: Certification of Good Standing Texas Corporate Franchise Tax Certification .......... 21
Attachment IX: HUBs, Minority or Women-Owned or Disadvantaged Business Enterprises .................. 22
Exhibit A: NCTCOG Member Entities and Map ..................................................................................... 23
Exhibit B: Scope of Services ...................................................................................................................... 24
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 statues 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 or any federal contract, grant, loan, or cooperative Contract; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, and or cooperative Contract, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with the instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

Name of Organization/Contractor(s):

______________________________________________________________

Signature of Authorized Representative:

______________________________________________________________

Date:________________________
ATTACHMENT V:
DRUG-FREE WORKPLACE CERTIFICATION

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE


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)

<table>
<thead>
<tr>
<th>Collin</th>
<th>Dallas</th>
<th>Denton</th>
<th>Ellis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Erath</td>
<td>Hood</td>
<td>Hunt</td>
<td>Johnson</td>
</tr>
<tr>
<td>Kaufman</td>
<td>Navarro</td>
<td>Palo Pinto</td>
<td>Parker</td>
</tr>
<tr>
<td>Rockwall</td>
<td>Somervell</td>
<td>Tarrant</td>
<td>Wise</td>
</tr>
</tbody>
</table>

Cities (169)

| Addison | Aliso | Allen | Alvord | Anna | Annetta | Argyle | Arlington | Aubrey | Aurora | Azle | Batch Springs | Bartonville | Bedford | Benbrook | Blooming Grove | Blue Mound | Blue Ridge | Bridgeport | Burleson | Caddo Mills | Carrollton | Cedar Hill | Celeste | Celina | Cleburne | Cockrell Hill | Collinity | Comanche | Commerce | Coppell | Copper Canyon | Corinth | Corsicana | Crandall | Cross Timbers | Crowley | Dallas | Dalworthington Gardens | Decatur | Denton | DeSoto |
|--------|-------|------|-------|------|--------|--------|----------|--------|--------|-----|--------------|------------|---------|---------|-------------|-----------|-----------|-----------|---------|-------------|----------|--------|----------------|---------|--------|-----------|

School Districts (22)

<table>
<thead>
<tr>
<th>Arlington ISD</th>
<th>Birdville ISD</th>
<th>Carrollton-Farmers Branch ISD</th>
<th>Cedar Hill ISD</th>
<th>Denton ISD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Duncanville ISD</td>
<td>Farmersville ISD</td>
<td>Fort Worth ISD</td>
<td>Garland ISD</td>
<td>Grand Prairie ISD</td>
</tr>
<tr>
<td>Irving ISD</td>
<td>Kaufman ISD</td>
<td>Lewisville ISD</td>
<td>Mansfield ISD</td>
<td>Mesquite ISD</td>
</tr>
<tr>
<td>Plano ISD</td>
<td>Richardson ISD</td>
<td>Rockwall ISD</td>
<td>Tarrant ISD</td>
<td>Weatherford ISD</td>
</tr>
</tbody>
</table>

Special Districts (31)

<table>
<thead>
<tr>
<th>Acton Municipal Utility</th>
<th>Area Metropolitan Authority</th>
<th>Ambulance Authority</th>
<th>Benbrook WIS Authority</th>
<th>Collin Central Appraisal District</th>
<th>Central Appraisal, Johnson Co.</th>
<th>Dallas Area Rapid Transit</th>
<th>Dallas Co. Community College District</th>
<th>Dallas Co. Park Cities MU</th>
<th>Dallas County Schools</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dallas County Utility and</td>
<td>Reclamation</td>
<td>Dallas County WCID #6</td>
<td>Dalworthington ISD</td>
<td>Denton Co. FWSD #1A</td>
<td>Denton Co. FWSD #1B</td>
<td>Denton Co. Trans. Authority</td>
<td>Hunt Memorial Hospital District</td>
<td>Johnson County Special Utility District</td>
<td>Johnson County FWSD #1</td>
</tr>
<tr>
<td>Lake Cities MU Authority</td>
<td>NE TX Rural Rail District</td>
<td>North Texas MWD</td>
<td>North Texas Tollway Authority</td>
<td>Trinity River Authority</td>
<td>Trinity River Vision Authority</td>
<td>Trophy Club MUD #1</td>
<td>Valwood Imp. Authority</td>
<td>Weatherford College</td>
<td>Wise Co. Water Control &amp; Improvements Dist. #1</td>
</tr>
</tbody>
</table>
EXHIBIT B:
SCOPE OF SERVICES

This section is intended to complement the overview section of this RFP. To gain a basic understanding regarding the overall approach of this RFP, the proposer should read both sections.

For the basic requirements of the software system, NCTCOG requests that Proposers list items 1-27 in the manner demonstrated below.

1. **Reliable software with cloud-based data availability**
   Vendor’s proposed solution to be detailed in this manner.

OR

2. **Data accessibility for mobile devices with common operating systems (iOS, Android, etc.)**
   Vendor’s proposed solution to be detailed in this manner.

SCOPE A single consolidated regional software system solution under one Master Agreement between the Provider and NCTCOG, with the hosted cloud-based solution as one central hub server or base station location owned, operated, and maintained by the selected Provider, available at the option of our member governments to sign up for under a Contract for Services with the Provider, is the product desired. Each member should be able to view and manipulate their individual network of systems under their contract with the Provider, but also be able to view only the data available by the other subscribers that are under contract within our region; all contained within the same database and system. At this time, it is not anticipated that NCTCOG ourselves has any data that will feed into the database, nor is compensation available to the Provider for the set-up of the system.

Compensation to the Provider for the system will be obtained through expansion of the system through the individual Contracts for Services initiated through requests to be included in the system by our member governments. Once the regional software system solution is available for sign-up, NCTCOG will begin to promote the product availability for use throughout our 16-county region.

Proposer may include images that support their response in their proposal for each item below. NCTCOG asks all Proposers to address your firm’s ability to provide a solution incorporating the following potential features, including any barriers or alternatives, if applicable:

**BASIC REQUIREMENTS.** The following items have been identified as potential regional software needs in a common platform, for multiple jurisdictions, resulting in a rain/stream gauge network across the Metroplex (for potential use by cities, counties, water districts, NWS, USACE, USGS, TWDB, etc.). Please address the ability to provide a solution incorporating the following potential features, including any barriers or alternatives, if applicable:

1. Provide a high quality, transparent and open procurement process for participating entities that may not have knowledge or experience implementing flood-warning software.
2. Provide reliable software with cloud-based data availability.
3. Software with mobile phone accessible data that supports all major mobile operating systems (iOS, Android, etc.)
4. Software with a web accessible user interface (login portals). The maintenance of this website will be the responsibility of the awarded respondent.
5. Software must be compatible with all versions of commonly used internet browsers (Internet Explorer, Mozilla Firefox, Google Chrome, etc.)
6. Have access to a dedicated software support staff that is available 24/7.
7. Data that is protected on a recoverable back-up system that includes all history collected on a virtual server.
8. Software data should be made publicly accessible in real time (all data accessible to the public should contain a disclaimer that the data is raw and should be used at their own risk).
9. Data to be reported to the National Weather Service (NWS) and tied to the hydrologic radio frequency shared data system.
10. Data to be communicated using Automated Local Evaluation in Real Time (ALERT) and/or ALERT2 and other 2-way protocols. System must be able to process all protocols.
11. Data that is exportable to CSV, SHEF, API and other common format.
12. Data must be compatible for use with, and able to upload to ArcGIS.
13. Software that is capable of providing an interactive and real-time map view of all monitored sites and sensors, with predefined user views configurable to individual needs.
14. Software solution should be a modified version of an existing off-the-shelf (COTS) product that is configurable to serve multiple customers. Custom developed or first-time prototype solutions are not desired.
15. Software will address system security issues and provide controls.
16. Software will ensure effective data migration (import historical data collected through other software).
17. Selected Respondent will provide reference manuals and training materials and services shall be available for both users and IT staff.
18. Software must have the ability to control external devices such as warning lights, automated barricades, sirens, etc., with the ability to manually manipulate them for testing purposes.
19. Software must be provided with formal system testing procedures.
20. System diagnostics and evaluation options for hardware, including battery level, etc., must be built into software.
21. Software must have the ability to perform automatic application updates (standard product releases).
22. Software must be capable of ingesting data from, and delivering data to NEXRAD and CASA.
23. Software must provide redundant communication capabilities both for data input and customer access (radio, satellite, land lines, etc.)
24. Software must generate alerts based upon evaluation against user-defined trigger events to specified staff such as emergency responders, public information officers, etc.
25. Software and data systems must be designed for all data to be exported and transferable to other databases and systems in the future, with ownership rights of all regional data retained by NCTCOG.
26. Software system to be produced and available for use within 3 (three) months of execution of the contract.
27. Provide an Estimated Budgetary Pricing Table for member government subscriptions to this proposed software solution for one time and also recurring annual costs under their future Contract for Services with the Provider.