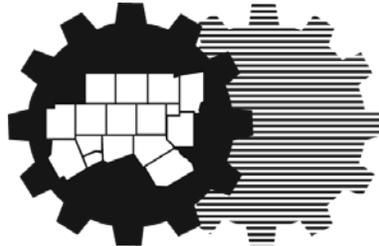


REQUEST FOR STATEMENT OF QUALIFICATIONS COMMUNITY OUTREACH SPECIALIST



North Central Texas Council of Governments

RFSQ # NCT-2018-01

Issued: January 11, 2018

Submission Deadline: February 8, 2018

Questions regarding this RFSQ should be directed to:

Agency Administration, Jane Rogers

NOTICE TO CONTRACTORS: ANY FURTHER INFORMATION OR AMENDMENTS TO THIS SOLICITATION SHALL BE POSTED ON THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS' WEBSITE AT <http://www.nctcog.org/aa/RFP.asp>. AMENDMENTS SHALL NOT BE FAXED, EMAILED OR MAILED. IT IS THE SUPPLIER'S RESPONSIBILITY TO CHECK THE WEBSITE FOR ANY SOLICITATION CHANGES DURING THE RFSQ RESPONSE TIME.

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SECTION 1: OVERVIEW

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

NCTCOG serves a 16-county metropolitan region centered around the two urban centers of Dallas and Fort Worth. Currently the Council has 240 members, including 16 counties, 170 cities, 24 independent school districts, and 30 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.

NCTCOG's governing structure is as follows: each member government appoints a voting representative from their governing body. These voting representatives make up the General Assembly which annually elects a 15-member Executive Board. The Executive Board is supported by policy development, technical advisory, and study committees, as well as a professional staff.

NCTCOG's budget for the previous two fiscal years was approximately \$150 million, with the majority of funding comprised of Federal and state grants. The Agency's financial system is on a modified accrual basis, supported by an in-house accounting system (CostPoint by Deltek). For more detailed information and to view NCTCOG's annual fiscal reports, please visit: <http://www.nctcog.org/aa/fiscal.asp>.

1.02 **Purpose of RFSQ.** NCTCOG seeks an experienced Contractor to provide Community Outreach Specialist services for NCTCOG Area Agency on Aging (NCTAAA). This is a contracted position in which the ideal Contractor would provide and coordinate outreach and education events, including group presentations, health fairs, webinars and disseminate Medicare information within the North Central Texas region. The purpose of this Request for Statement of Qualifications (RFSQ) is to solicit responses that result in a contract with a qualified Contractor to obtain services. NCTCOG anticipates exploring any viable alternative for providing these services and may decide, after reviewing qualifications submitted, not to enter into any agreement.

1.02.1 BACKGROUND

The North Central Texas Aging and Disability Resource Center (NCTADRC) is an interagency initiative led by the NCTAAA. The NCTAAA is a department of NCTCOG that plans, coordinates and delivers services such as information, referral and assistance; benefits counseling; care coordination; caregiver support coordination; and nursing home relocation. Through its benefits counseling program it helps older adults and persons that have been deemed disabled by the Social Security Administration to understand public benefits such as Medicare and Medicaid, in addition to private benefits.

Through the Medicare Improvements for Patients and Providers Act (MIPPA), the NCTADRC has received funding to conduct outreach activities that increase public knowledge about Medicare benefits, particularly Medicare preventive services, the Medicare Savings Programs, Medicare Part D, and Medicare Part D Extra Help. It has chosen to dedicate some of these funds to contracting with a Community Outreach Specialist to plan and schedule a minimum of two events per month, to include group presentations, health fairs, and/or webinars, and to disseminate Medicare information.

1.02.2 SCOPE OF SERVICES

NCTCOG wishes to contract with a Community Outreach Specialist to schedule outreach presentations targeted to Medicare beneficiaries, family members and caregivers, with particular emphasis on beneficiaries who have limited incomes and live in rural areas. Related media materials are to be disseminated throughout the service area.

NCTCOG will provide the Community Outreach Specialist with lists of staff and/or outside subject matter experts for group presentations and webinars, and staff and/or volunteers who may represent the agency at health fairs.

Local travel and/or telephone and email communication is required to businesses and organizations within a 14-county region and to the NCTAAA office in Arlington. Counties in the NCTAAA and NCTADRC service areas include: Collin, Denton, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, and Wise.

The Community Outreach Specialist may arrange outreach activities in any of the 14-counties within the NCTAAA and NCTADRC service area. However, he/she will be asked to target the service area's four rural counties (i.e., Erath, Navarro, Palo Pinto, and Somervell counties) and to arrange at least two presentations or health fairs in each county during the contract period of performance. Outreach events can be held in collaboration with events conducted by partner organizations. Additionally, the contractor is expected to arrange and conduct outreach for six webinars during the contract period of performance.

The Community Outreach Specialist will not have responsibilities for making presentations or providing individual counseling and advice to Medicare beneficiaries.

1.02.3 CONTRACTOR RESPONSIBILITIES

The Community Outreach Specialist will be responsible for the following activities:

- Schedule community presentations, health fairs and webinars for local Medicare beneficiaries, family members and caregivers in the service area
- Ensure that copies of Part D and preventive services flyers are provided to leaders of evidence-based classes, presenters who make community presentations, and to staff/volunteers who represent the agency at health fairs
- Distribute copies of Part D and preventive services flyers to health and social services professionals, beneficiaries, senior centers, senior apartment complexes and libraries throughout the service area
- Submit monthly reports of outreach activities on the agency's Public and Media (PAM) form and submit sign-in sheets for all presentations and webinars and an estimated count of contacts at health fairs.

1.02.4 KNOWLEDGE AND SKILLS

The Community Outreach Specialist will be expected to have knowledge of community organizations that are potential sites for group presentations, ways to compile a list of area health fairs, and technical knowledge related to scheduling and conducting webinars.

The Community Outreach Specialist will be expected to have excellent organizational skills and experience coordinating group presentations, health fairs and webinars. He/she must be capable of working independently.

Qualified candidates should have a bachelor's degree in marketing, business, social work, gerontology, or a human services field. Alternatively, five years of directly related experience may be substituted.

The Community Outreach Specialist will be an independent contractor and not an employee of NCTCOG or the NCTAAA. The Community Outreach Specialist may work for other organizations, may set his/her hours of work, and may determine the way in which work will be done. No Community Outreach Specialist shall be considered an employee of NCTCOG or the NCTAAA nor be eligible for any benefits, rights or privileges afforded to NCTCOG or NCTAAA employees.

1.02.5 COMPENSATION

The Community Outreach Specialist will be compensated for professional services at the rate of \$200 per event, inclusive of mileage and incidental expenses. The NCTAAA has budgeted approximately \$6,000 for community outreach services during the seven (7) month period of performance. Actual funding levels will be determined by Texas Health and Human Services, and reimbursement under the contract may be greater or lesser.

- 1.03 Contract Intent. NCTCOG intends to contract with one or more qualified Proposer(s) based upon the qualifications of the Proposer(s) and the categories of services it is able to provide. The selected Proposer(s) will enter into a seven (7) month Master Contract for services with NCTCOG. At the end of the initial seven (7) month period contract, and at the discretion of NCTCOG, the Master Contract(s) may be extended on an annual basis for up to four (4) one-year additional terms. The total term of the Master Contract(s) shall not exceed the initial seven (7) month period with up to four (4) one-year additional terms. Any extension beyond the initial seven (7) month period will be subject to NCTCOG approval.

SECTION 2: GENERAL INFORMATION

- 2.01 Administrative Guidance. The information provided herein is intended to assist Proposers in the preparation of proposals necessary to properly respond to this RFSQ. The RFSQ 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 RFSQ.
- 2.02 Qualifications Response Outline. Qualifications must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All qualifications 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:

- I. Proposer's name and any assumed names
- II. Physical and mailing address
- III. A brief statement of the Proposer's understanding of the work to be done and a summary of its Proposal

- IV. 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
- V. A statement that the person signing the transmittal letter is authorized to legally bind the Proposer
- VI. 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(s)
- VII. Signature of person(s) authorized to legally bind the Proposer

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

Tab C KEY PERSONNEL. Attach resumes for all managers, supervisors, and other team members who will be involved in the management of the total package of services, as well as the delivery of specific services. Designate contact person(s) for the following: procurement process, negotiating potential contracts, and conducting presentations/interviews.

Tab D DETAILED BUSINESS PLAN. This section should constitute the major portion of the proposal and must contain a specific response to each deliverable listed below. **Indicate specific examples of how Contractor can meet each deliverable.** Failure to provide written response to items indicated in this RFSQ will be interpreted by NCTCOG as an *inability* by the Contractor to provide the requested product, service or function.

Deliverables:

Respondents should submit with proposal a resume with a cover letter or narrative that addresses the following questions:

- What experience do you have planning educational outreach campaigns?
- What experience do you have planning and hosting webinars?
- Identify five or more local organizations you would contact regarding presentations or health fairs.
- What barriers to making presentation arrangements have you encountered, and how did you address them?
- How has working with groups in rural areas differed from working with groups in urban areas?
- What experience do you have writing and distributing press releases? You may attach a sample press release.
- What experience do you have marketing or publicizing a program?
- What is your knowledge of services for older adults and Medicare benefits such as Medicare Savings Programs, Part D, Extra Help, and preventive services?

Identify any conflicts of interest that may exist. If potential conflicts of interest exist, identify the person and nature for each such potential conflict. Include in your response the relationship to any current or former board member, current or former Regional Aging Advisory Committee member, or current or former employee of NCTCOG.

Tab E REFERENCES. Include at least three references of proposer's customers who have used services similar to those requested by 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 current and/or past customers to evaluate the level of performance and customer satisfaction. Please also include a list of past and present clients.

Tab F **AFFIRMATIVE ACTION PLAN.** Include a copy of affirmative action plan for review (if applicable).

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

2.03 **Issuing office and RFSQ Reference Number.** The Agency Administration Department of NCTCOG is the issuing office for this RFSQ and all subsequent addenda relating to it. The reference number for the RFSQ is **NCT-2018-01**. This number must be referenced on all qualifications, correspondence, and documentation relating to the RFSQ.

2.04 **Proposal Submission.** Please submit three (3) physical copies and one (1) electronic copy (on disk or USB flash drive) of your response no later than 1:30 p.m. CDT, Thursday, **February 8, 2018** to:

North Central Texas Council of Governments
 Agency Administration Department
 Attn: Jane Rogers
 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(s) 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 RFSQ, 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 RFSQ will become property of NCTCOG.

Proposals will be publicly opened at 1:30 pm, CDT on **February 8, 2018** at NCTCOG offices. Only the names of the Proposer(s) will be read aloud. No other information will be disclosed at this time.

2.05 **Inquiries.** Questions arising subsequent to the issuance of this RFSQ, that could have a significant impact on the responses to the RFSQ, should be submitted to JROGERS@NCTCOG.org prior to **January 25, 2018**. Please reference RFSQ# **NCT-2018-01** when submitting questions and use the following format:

Sender Name/Title:			
Sender Company:			
Sender Phone:			
Sender Email:			
Sender Questions			
Question	RFSQ Section	Paragraph #	Line #

Questions and answers will be consolidated and provided at the NCTCOG website at <http://www.nctcog.org/aa/RFP.asp> for all Proposers to read.

- 2.06 Solicitation Schedule The schedule for the RFSQ 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 RFSQ for current information regarding this RFSQ and its Calendar of Events through award of the Contract. <http://www.nctcog.org/aa/RFP.asp>

The anticipated schedule is as follows:

RFSQ Issued	January 11, 2018
Inquiry Period Ends	January 25, 2018
Proposal Due Date	February 8, 2018
Anticipated Award	February 22, 2018

- 2.07 Contract Period and Effective Date. The anticipated contract term will be for an initial seven (7) month contract period and four (4) one (1) year renewal options for a total of seven (7) months and four (4) years, during which time NCTCOG may terminate the contract at its sole discretion. The anticipated effective date of the contract is **February 23, 2018**.
- 2.08 News Releases. News releases pertaining to the RFSQ, submissions, or the Contract will be made only by NCTCOG.

SECTION 3: EVALUATION AND AWARD

- 3.01 Time for Evaluation. All submissions shall remain valid for a minimum of 120 calendar days after the Proposal Submission Due Date to allow adequate time for evaluation.
- 3.02 Evaluation Factors. The criteria to be used to evaluate submissions are as follows:

1. Project-Related Experience – 70 Points

The Proposal Review Subcommittee will consider the respondent’s experience planning educational outreach campaigns, planning and conducting webinars, preparing press releases, marketing or publicizing a program, and overcoming barriers to making presentation arrangements.

2. Project-Related Knowledge – 20 Points

The Proposal Review Subcommittee will consider the respondent’s ability to identify local organizations that might be willing to host presentations and his/her knowledge of services for older adults and Medicare benefits such as Medicare Savings Programs, Extra Help, Part D and preventive services.

3. Project-Related Skills – 10 Points

The Proposal Review Subcommittee will consider the respondent’s ability to make adjustments to outreach strategies based on whether the target community is urban or rural.

The maximum number of points that may be awarded is 100.

- 3.03 Evaluation Process. All submissions in response to this RFSQ will be evaluated in a manner consistent with the NCTCOG and all applicable rules and policies. NCTCOG may award a contract based on initial submissions received without discussion of such submissions with Contractors. Accordingly, each initial

submission should include the most favorable price and service available.

In the initial phase of the evaluation process, the evaluation committee will review all proposals received before the proposal due date. Nonresponsive submissions (those not conforming to RFSQ requirements) will be eliminated. 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 RFSQ.

At the conclusion of this initial evaluation phase, finalist Proposer 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.

- 3.04 Interviews. NCTCOG reserves the right to require an interview, including a presentation by the Contractor, to supplement their written submission. These presentations will be scheduled, if required, after proposals are received and prior to the award of the Contract.
- 3.05 Award of the Contract. Upon completion of the evaluation process, NCTCOG may award the Contract(s) to the Proposer whose submission is determined to be the most advantageous to NCTCOG. NCTCOG is the only agency authorized to award a Contract(s) for the proposed purchases.

SECTION 4: GENERAL TERMS AND CONDITIONS

- 4.01 NCTCOG is exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.
- 4.02 NCTCOG reserves the right to accept or reject any and/or all submissions or to cancel this notice at any time.
- 4.03 A response to this Request for Statement of Qualifications (RFSQ) 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, NCTCOG may award the contract for any items/services or group of items/services in the RFSQ 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 one hundred twenty (120) 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 RFSQ 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 RFSQ.
- 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 RFSQ is to ensure uniform information in the selection of proposals and procurement of services. This RFSQ is not to be construed as a purchase contract, or as a commitment of any kind, nor does it commit NCTCOG to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by NCTCOG.
- 4.16 The contents of a successful 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 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.

1. Workers' Compensation: Statutory limits and employer's liability of not less than \$100,000 for each accident.
2. Commercial General Liability:
 - a. Minimum Required Limits:
 - \$1,000,000 per occurrence;
 - \$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 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, 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.

- 4.23 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 4.24 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 4.25 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
- 4.26 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 4.27 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** CONTRACTOR agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 4.28 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 4.29 **House Bill 89 Certification.** Contractor agrees to comply with all applicable provisions of House Bill 89, Texas Government Code, Section 270.001, does not boycott Israel currently and will not boycott Israel during the term of the contract.

SECTION 5: ATTACHMENTS

Attachment I – Instructions for Proposal Compliance and Submittal

Attachment II – Certifications of Offeror

Attachment III – Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Attachment IV – Certification Regarding Lobbying

Attachment V – Drug-Free Workplace Certification

Attachment VI – Certification Regarding Disclosure of Conflict of Interest

Attachment VII – Certification of Fair Business Practices

Attachment VIII – Certification of Good Standing- Texas Corporate Franchise Tax Certification

Attachment IX – Historically Underutilized Businesses, Minority, or Women-Owned or Disadvantaged Business Enterprises

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

Compliance with the RFSQ

Submissions must be in strict compliance with this Request for Statement of Qualifications. Failure to comply with all provisions of the RFSQ 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 4- General Terms and Conditions.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____

**ATTACHMENT II:
CERTIFICATIONS OF OFFEROR**

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee, board member, or agent of the North Central Texas Council of Governments has assisted in the preparation of this proposal. I acknowledge that I have read and understand the requirements and provisions of the Request for Statement of Qualifications 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 Statement of Qualifications 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 indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

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

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____

**ATTACHMENT IV:
CERTIFICATION REGARDING LOBBYING**

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

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

Name of Organization/Contractor(s):

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 NCTCOG 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 NCTCOG as it relates to this contract.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date:_____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

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

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

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

Yes No

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

Yes No

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

Yes No

D. Describe each affiliation or business relationship.

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

7

Signature of person doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

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

Amended 01/13/2006

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

Historically Underutilized Businesses (HUBs), minority or women-owned or disadvantaged business enterprises (M/W/DBE) are encouraged to participate in the RFSQ 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 RFSQ.

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: _____