REQUEST FOR SEALED PROPOSALS
Mass Fatality Table Top Exercise

North Central Texas
Council of Governments

RFP # NCT-2015-01

Issued:
March 3, 2015

Submission Deadline:
March 20, 2015
3:00 p.m. CDT

NOTICE TO FIRMS: 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 VENDOR’S RESPONSIBILITY TO
CHECK THE WEBSITE FOR ANY SOLICITATION CHANGES DURING THE RFP
RESPONSE TIME.
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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.

1.02 Purpose of RFP: The Emergency Preparedness Department (EP) was established in 2002 as a direct result of the events that occurred on September 11, 2001. Since that time, EP has provided professional emergency preparedness services to the North Central Texas Region and continues to expand those services as needs arise. The NCTCOG Emergency Preparedness Department is a flexible department that adapts to the needs of the region and creates innovative solutions to meet those demands. The Emergency Preparedness Department is seeking proposals from qualified vendors to provide necessary planning, design, development, execution, and reporting of a Mass Fatality Table Top Exercise.
SECTION 2 - GENERAL INFORMATION

2.01 Proposals Response Outline. Proposals 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 should include an introduction of the firm, the name, email address, address, telephone number and fax number of the person to be contacted along with others who are authorized to represent the company in replying to this RFP. Any other information not appropriately contained in the proposal itself should also be included in the letter. A representative authorized to sign contracts on behalf of the vendor must sign the cover letter and any other documents to be submitted with the RFP for signature.

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

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.

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 your firm can meet each deliverable. Failure to provide written response to items indicated in this RFP will be interpreted by the NCTCOG as an inability by the firm to provide the requested product, service or function.

Deliverables:
NCTCOG seeks a firm with proven expertise in, and the ability to deliver, the following services:

The Contractor will collaborate with Emergency Preparedness (EP) staff, the North Central Texas Council of Governments (NCTCOG), and Department of State Health Services (DSHS) Regions 2/3 to provide the necessary exercise design services to include planning, design, development, execution, and reporting.

The purpose of this exercise is to conduct a capabilities assessment of the DSHS HSR 2/3 to provide fatality management services, including body recovery and victim identification, working with state and local authorities to provide temporary mortuary solutions, sharing information with mass care services for the purpose of reunifying family members and caregivers with missing persons/remains, and providing counseling to the bereaved. The overall goal of the tabletop exercise is to identify strengths, areas of improvement, gaps in services and abilities to respond.

Scope of work should include, but is not limited to the following:
1. Facilitate Exercise Planning to include the following documents and actions using HSEEP templates:
   a. Development of an exercise planning team
   b. Concept and Objectives meeting facilitation
   c. Initial Planning Conference facilitation
   d. Mid-Term Planning Conference facilitation
   e. Evaluator briefings
   f. Player briefings
   g. After Action Report Conference
   h. Provide the Core Capabilities that will be assessed in the exercise

2. Design, Develop, and Conduct an HSEEP compliant tabletop exercise by May 31, 2015 to include:
   a. Participants from each county in DSHS regions 2/3 as well as private, state and federal partners who want to participate
   b. Participants from multiple disciplines, specifically:
      i. Citizen/Community volunteers
      ii. Emergency Management
      iii. Emergency Medical Services
      iv. Governmental/Administrative Staff
      v. Healthcare
      vi. Law Enforcement
      vii. Public Health
      viii. Other disciplines to be determined during exercise planning
   c. Exercise evaluators where applicable

3. Provide NCTCOG-EP Department with all exercise related documentation such as, but not limited to:
   a. Exercise Evaluation Guides (EEGs)
   b. Situation Manual (SitMan)
   c. Multimedia Presentation
   d. After Action Report (AAR)
   e. Improvement Plan (IP)

Tab E REFERENCES. Include at least three references who has used your firm for similar services within the last five years. Please include the organization’s name, address, phone number and a contact person for each reference. The NCTCOG reserves the right to contact or visit any of the vendor’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 your affirmative action plan for review (if applicable).

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

Tab H SEALED PROPOSAL. The vendor should furnish a pricing model for their services in a separate sealed envelope. This can be presented as a flat one-time fee based on proposed services rendered, a cost/rate fee for the aforementioned services, or a one-year retainer proposal based on expectations outlined in the proposal. Vendors will not be selected based solely on pricing.
Include in your time/cost estimate submitted:

I. Direct Labor
II. Indirect Costs
III. Equipment or Material Costs- Including Data Processing, if any.
IV. Travel or Per Diem Rates, if any.
V. Other (Identify)
VI. Facilities to be furnished by NCTCOG
VII. Proposed Compensation Arrangement Including: Invoice Method/Timing;
VIII. Pricing List Including Incremental Cost for Additional Services
2.02 Administrative Guidance. The information provided herein is intended to assist firms in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested firms 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. Firms 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.

2.03 Issuing office and RFP Reference Number. The Agency Administration Department of NCTCOG is the issuing office for this RFP and all subsequent addenda relating to it. The reference number for the RFP is NCT-2015-01. This number must be referenced on all proposals, correspondence, and documentation relating to the RFP.

2.04 RFP SUBMISSION. Please submit one physical copy and one electronic copy (on disk or USB flash drive) of your response no later than 3:00 p.m. CDT, Friday, March 20, 2015. Electronic copy of proposal must be one PDF file and not submitted as separate sections. Mark outside envelope “Mass Fatality Table Top Exercise” and send sealed proposals to:

Emergency Preparedness
Attn: Brent Archer
616 Six Flags Drive, CP II
Arlington, TX 76011

Fax, emailed or late proposals will not be accepted and ineligible 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, or any other form of delivery.

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

Proposals will be publicly opened at 3:15 p.m. on March 20th in the Fred Keithley Conference Room of the NCTCOG offices. Only the names of the respondents will be read aloud. No other information will be disclosed at this time.

2.05 Inquiries. Questions regarding this RFP, that could have a significant impact on the responses to the RFP, may be submitted via email to Brent Archer (barcher@nctcog.org) by March 16, 2015, at 3:00pm CDT. All questions and answers will be consolidated and provided on NCTCOG’s website at http://www.nctcog.org/aa/rfp.asp for all vendors to read.
2.06 **RFP Timeline.** The following dates are significant for this RFP:

- RFP Dated and Issued: **March 3, 2015**
- RFP Submission Due Date: **March 20, 2015, by 3:00 p.m. CDT**

2.07 **Time for Evaluation.** All submissions shall remain valid for a minimum of 120 calendar days after the RFP Submission Due Date to allow adequate time for evaluation.

2.08 **Evaluation of Proposals.** NCTCOG may award a contract based on initial submissions received without discussion of such submissions with firms. Accordingly, each initial submission should include the most favorable price and service available. (Also, see SECTION 3 – PROPOSALS EVALUATION.)

2.09 **Interviews.** NCTCOG reserves the right to require an interview, including a presentation by the firm, to supplement their written submission. These presentations will be scheduled, if required, by Emergency Preparedness after submissions are received and prior to the award of the contract.

2.10 **Award of the Contract.** Upon completion of the evaluation process, NCTCOG may award the contract to the vendor whose submission is determined to be the most advantageous to the governmental organizations that choose to participate in the shared services program and NCTCOG.

2.11 **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.

2.12 **News Releases.** News releases pertaining to the RFP, submissions, or the Contract will be made only by NCTCOG.
SECTION 3 – PROPOSALS EVALUATION

3.01 Proposals Evaluation Criteria. The criteria to be used to evaluate submissions are as follows:

A. Responses to the deliverables presented in Tab D, Detailed Business Plan;
B. Experience of Key Personnel,
C. Overall quality of the RFP response;
D. Overall best value and fit.

3.02 Evaluation Process. All submissions in response to this RFP will be evaluated in a manner consistent with NCTCOG procurement requirements including all applicable rules and policies.

First, nonresponsive submissions (those not conforming to RFP requirements) will be eliminated. Second, the remaining submissions will be evaluated in a cursory manner to eliminate from further consideration those submissions which, in the judgment of the evaluation committee, fail to offer sufficient and substantive provisions to warrant further consideration. Each vendor bears sole responsibility for the items included or not included in the response submitted by that vendor. NCTCOG reserves the right to disqualify any submission that includes significant deviations or exceptions to the terms, conditions, and/or specifications in this RFP.

Finalist vendor submissions will be selected for detailed review and evaluation, including reference checks and oral presentations if necessary. NCTCOG reserves the right to be the sole judge as to the overall acceptability of any submission or to judge the individual merits of specific provisions within competing offers.

NCTCOG also reserves the right to request a best and final offer to the vendor who provides the best fit for NCTCOG’s proposal requirements.
SECTION 4 - GENERAL TERMS AND CONDITIONS

A. NCTCOG is exempt from Texas limited sales, federal excise and use tax, nor does NCTCOG pay tax on the purchase, rental or lease of tangible personal property for the organization’s use. A tax exemption certificate will be issued upon request.

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

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

D. Unless the proposer specifies in its proposal, 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.

E. 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.

F. NCTCOG reserves the right to negotiate the final terms of any and all purchase agreements with responders selected and such agreements negotiated as a result of this RFP may be re-negotiated and/or amended in order to successfully meet the agency needs.

G. NCTCOG reserve 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 responders recorded in the official record (Distribution Log/Receipts Record) as having received or requested an RFP.

H. NCTCOG reserve 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 responder's relevant performance and/or qualifications; and to request additional information from any and all submitters.

I. 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 agreement. Misrepresentation of the submitter's ability to perform as stated in the qualification submittals may result in cancellation of the purchase agreement award.

J. 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.

K. Submitters 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.

L. 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.

M. Submitters shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a submitter's bid to be rejected. This does not preclude joint ventures or subcontracts.

N. All proposals submitted must be an original work product of the submitters. The copying, paraphrasing, or other use of substantial portions of the work product of others and submitted hereunder, as original work of the submitter is not permitted. Failure to adhere to this instruction may cause the proposal submission(s) to be rejected.

O. 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 agreement or 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.

P. The contents of a successful proposal submission may become a contractual obligation, if selected for award of a contract. Failure of the submitter to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to successful submitter(s) as a basis for release of proposed services at stated price/cost. Any damages accruing to NCTCOG as a result of the submitter's failure to contract may be recovered from the submitter.

Q. A contract with the selected provider may be withheld at sole discretion 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.

R. Procurement Dispute Resolution Policy. 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. Matters concerning violation of law shall be referred to such authority, as may have proper jurisdiction.

Once NCTCOG has agreed upon selection(s), all responders will be notified in writing of the results. Any protest regarding this process must be filed with NCTCOG in accordance with the following procedure. NCTCOG would like to have the opportunity to resolve any dispute prior to the filing of an official complaint by the protester. The protester should contact NCTCOG's Deputy Executive Director, at (817) 695-9121, P.O. Box 5888, Arlington, Texas 76005-5888, so that arrangements can be made for a conference between NCTCOG and the protester. Copies of the appeal process will be made available to the protester.

S. At all times during the term of this contract, the contractor shall procure, pay for, and maintain, with approved insurance carriers, insurance in an amount(s) to be approved by NCTCOG.

T. Contractor covenants and agrees to indemnify and hold harmless and defend NCTCOG, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to persons or property, whether real or asserted, arising out of any negligent act or omission on the part of the contractor, its officers,
agents, servants, employees, or subcontractors, and the contractor does hereby assume all liability for injuries, claims or suits for damages to persons, property, or whatever kind of character, whether real or asserted, occurring during or arising out of the performance of a contract as a result of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors to the extent permitted by law.

U. A force majeure event shall be defined to include governmental decrees or restraints, acts of God (except that rain, wind, flood or other natural phenomena normally expected for the locality, shall not be construed as an act of God), work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war, rebellion, and sabotage. If a delay or failure of performance by either party to this contract results from the occurrence of a force majeure event, the delay shall be excused and the time fixed for completion of the work extended by a period equivalent to the time lost because of the event, if and to the extent that:

1. The delay or failure was beyond the control of the party affected and not due to its fault or negligence; and

2. The delay or failure was not extended because of the affected party’s failure to use all diligence to overcome the obstacle or to resume performance immediately after the obstacle was overcome. If the failure to perform is caused by the failure of a subcontractor of the Provider to perform, and if such failure was beyond the control of both the Provider and the subcontractor, without their fault or negligence, the Provider shall not be deemed to be in default unless the subcontracted supplies or services were reasonably obtainable from other sources.

3. No time extension shall be granted under this paragraph unless the party seeking relief has notified the other in writing within a reasonable time after commencement of the event, of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the timetable by which the Provider intends to implement these measures. The party seeking relief shall also give written notice of the ending of the event within a reasonable time after the event has ended.

4. NCTCOG shall be responsible for costs related to a force majeure event, only if the Provider incurs them after prior written authorization by NCTCOG. Neither NCTCOG nor the Provider shall have, and both hereby waive, any claim whatsoever for any damages resulting from delays caused by force majeure events.
SECTION 5 – ADDITIONAL REQUIREMENTS

Please include signed copies of the documents contained in Section 5 (if applicable).

A. Instructions for Proposal Compliance and Submittal
B. Certifications of Offeror
C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
D. Certification Regarding Lobbying
E. Drug-Free Workplace Certification
F. Certification Regarding Disclosure of Conflict of Interest
G. Certification of Fair Business Practices
H. Certification of Good Standing- Texas Corporate Franchise Certification
I. Historically Underutilized Businesses, Minority, or Women-Owned or Disadvantages Business Enterprises
INSTRUCTIONS FOR PROPOSAL SUBMISSION
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.
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 agreement.

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/Firm:

_________________________________________________________

Signature of Authorized Representative:

__________________________________________________________

Date: __________________________

RFP # NCT-2015-01
This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,

4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

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

Name of Organization/Firm:

_________________________________________________________

Signature of Authorized Representative:

_________________________________________________________

Date: __________________________

RFP # NCT-2015-01
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 agreement, and the extension, continuation, renewal, amendment, or modification or any federal contract, grant, loan, or cooperative agreement; 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 agreement, 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/Firm:

_________________________________________________________

Signature of Authorized Representative:

_________________________________________________________________

Date: __________________________
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/Firm:

__________________________________________

Signature of Authorized Representative:

__________________________________________

Date: ___________________________
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/Firm:

________________________________________

Signature of Authorized Representative:

________________________________________

Date:______________________________
CERTIFICATION OF FAIR BUSINESS PRACTICES

That the proposer has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The proposer further affirms that no officer of the proposer 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/Firm:

________________________________________________________________________

Signature of Authorized Representative:

________________________________________________________________________

Date:____________________
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: ____________________
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

Proposer 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: __________