Request for Proposals for Information Technology Financial Management System
RFP #NCT 2015-09

Issued February 27, 2015

Response Deadline: March 27, 2015

NCTCOG Offices
616 Six Flags Drive (Centerpoint Two)
Arlington, TX  76011
Contact: Merrily Carey, Administrative Assistant II
817.704.2520
mcarey@nctcog.org
OVERVIEW

NCTCOG is requesting assistance to identify the cost of IT operation by cost causing activities, benchmarking costs to determine the appropriateness of the costs, and using the financial information and service catalog information to work with business units and ensure the operational and strategic plans meet their needs. The goal is to have a system that can be used for planning, forecasting and strategic planning and that the system is used on a regular basis to reset and reevaluate based on IT industry developments. An additional goal is to provide complete transparency to customer (business units) on IT costs, charges for services, planning efforts and strategies moving forward.

GENERAL REQUIREMENTS

The NCTCOG Research and Information Services Department is interested in adopting a platform/service that will provide the following.

- Allocation of IT costs to services provided.
- Ability to accurately forecast impact of proposed projects short-term and long-term in terms of capital and operational costs.
- Ability to forecast resource requirements for existing operations.
- Ability to forecast resource requirements associated with proposed projects, both during project implementation and after the move to operations.
- Automate budgeting and forecasting processes.
- Ability to map budget to cost pools.
- Ability to provide service catalog cost allocation.
- Ability to provide internal charges to business units based on accurate allocation of costs to services provided.
- Provide variance reporting.
- Show the dependencies between IT service offerings.
- Effectively present the information created in a format that facilitates quick understanding of the implications of decisions and effective decision-making.
- Provide benchmarking against industry standards to facilitate evaluation of operations for efficiency, effectiveness, competitiveness.

Experience:

- Offeror must have experience with a proven system to provide the services described.

INQUIRIES

Questions regarding this RFP must be submitted in writing no later than 3:00 p.m. (CT) March 13, 2015 to:

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All questions and answers will be consolidated and responded to in writing via e-mail and submitted to each potential respondent. Questions and answers will also be provided on NCTCOG’s website at http://www.nctcog.org/aa/rfp.asp.

EVALUATION CRITERIA

- Capabilities of the platform/services offering
- References
- Internal resource requirement, both for initial implementation and ongoing support
- Cost, both initial and ongoing

TIMETABLE OF EVENTS

- February 27, 2015  RFP Issued
- 3:00 pm (CT), March 13, 2015  Cutoff date for clarifying questions from vendors
- 3:00 pm (CT), March 27, 2015  Responses Due
- April 24, 2015  Vendor selected

QUALIFICATIONS AND CAPABILITIES

A. Describe in detail the system and/or services you propose to meet the requirement described.

B. Describe your qualifications in each of the following skill areas related to Information Technology:

- Information Technology operations
- Information Technology budgeting
- Operational analysis
- Cost-allocation methods
- Business Intelligence and data visualization
- Assessment of new industry developments to determine strategic direction
- Project selection and implementation
- Identification of information required for effective decision-making
- Analysis of available information for effective decision-making
• Knowledge transfer service to the customer staff.

C. Describe the process used to define information needed, determine where the information resides and populate the proposed system with that information. Additionally, describe the process used to update and maintain the information in the proposed system.

D. Describe the impact on NCTCOG staff to implement the solution you propose

• Describe the classification of employees that must be involved and the level of involvement required for:
  - Data gathering
  - Initial setup and configuration
  - Ongoing support and maintenance of the system
  - Analysis of results produced by the system

E. Describe training provided to IT staff for effective utilization of system/services

PRIOR EXPERIENCE AND REFERENCES

• Offeror shall indicate on the Offer Form pages the names of all customers served in the last 12 months. NCTCOG will select from that list customers to be contacted as references for performance. Governmental and Texas references should be included if they exist.

• Offeror shall provide resumes for all resources being proposed to work on this project for NCTCOG review.

PROJECT TIMING AND DURATION

• From the time of selection for this service, how long does it typically take to get all the information from financial systems, help desk systems, etc. into your system?

• From the time of selection for this service, how long does it typically take to produce reports detailing cost allocations, service catalog costs, budget reports, benchmark reports, etc.? 
OTHER PROJECT INFORMATION

- Describe where your company would expect the resource(s) to be housed/worked when engaged in a project under this RFP.

- Describe how project related communication would work between NCTCOG and project resources.

PROPOSAL 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. **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.
RFP SUBMISSION INSTRUCTIONS

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. CT, March 27, 2015. Electronic copy of proposal must be one PDF file and not submitted as separate sections. Sealed proposals must be marked “Information Technology Financial Management System NCT-2015-09” on outside envelope and submitted to:

If delivered: TIM BARBEE
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
RESEARCH & INFORMATION SERVICES
616 SIX FLAGS DRIVE
ARLINGTON, TX 76011

If mailed: TIM BARBEE
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
RESEARCH & INFORMATION SERVICES
P O BOX 5888
ARLINGTON, TX 76011

Faxed, emailed or late proposals will not be accepted and are 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 on March 27, 2015 at 4:00 p.m. CT at the NCTCOG offices. Only the names of the respondents will be read aloud. No other information will be disclosed at this time.
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 responses 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 responder specifies in its response, 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.

E. NCTCOG reserves the right to hold and accept any response for a period of ninety (90) days after the response deadline.

F. NCTCOG reserves the right to negotiate the final terms of any and all purchase agreements with bidders 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 bidders 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 response, to contact others who may have experience and/or knowledge of the bidder's relevant performance and/or qualifications; and to request additional information from any and all responders.

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 responder's ability to perform as stated in the responses 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. Responders 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 response or any other response 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. Responders shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a responder's response to be rejected. This does not preclude joint ventures or subcontracts.

N. All responses submitted must be an original work product of the responders. The copying, paragraphing or other use of substantial portions of the work product of others and submitted hereunder, as original work of the responder is not permitted. Failure to adhere to this instruction may cause the response(s) to be rejected.

O. The only purpose of this RFP is to ensure uniform information in the selection of responses 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 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.

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

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 response 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 bidders 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, the minimum insurance requirements set forth below, and shall
require all subcontractors and sub-subcontractors 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 subcontractors of 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 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

T. Contractor covenants and agrees to indemnify and hold harmless and defend and does hereby indemnify, 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.

V. Successful bidder(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the NCTCOG. As such, NCTCOG has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

**DEBT OWED TO NCTCOG**

All responders must be cleared of all debt owed to NCTCOG before any contract will be executed. Responders must demonstrate adequate personnel, administrative, and fiscal capabilities necessary to implement the goals and objectives of the program and to ensure compliance with the ensuing contract.

**DOCUMENTATION REQUIREMENTS**

Included as part of this RFP, if Responder proposes to utilize subcontractors that are small businesses, Responder must list those firms' names, expected value of each subcontract price, and area of work to be performed as part of the contract.
NCTCOG will not permit changes to the list of proposed small businesses after the responses are received and opened except as authorized by law. Submission of a response shall constitute Responder’s representation that neither Responder nor an officer, agent or employee of Responder, or the spouse, parent or child of an officer, agent or employee of Responder, is involved in the ownership, operation or management of any subcontractor claiming status as a small business for purposes of this Contract. Further, submission of a response shall constitute Responder’s representation that every subcontractor claiming status as a small business for purposes of this Contract has been doing business under its current name and ownership for at least one year prior to response date in the trade in which it will be employed by Responder in the performance of Contract work. Responder shall collect and submit with its Response an AFFIDAVIT FOR CLAIMING STATUS AS A SMALL BUSINESS from each proposed Small Business. As a condition of progress payments to the contractor, Owner will require that Contractor submit evidence of participation of and Contractor’s payment to all Small Businesses participating in the Project.

This evidence shall consist of Copies of Subcontracts, Subcontractors’ Applications for Payment, Subcontractors’ Certified Payrolls, and proof of payment for Small Business Subcontractors; and Purchase Orders, Invoices, and Proof of Payment for Small Business Suppliers.

If, during the course of the Contract, Contractor fails to maintain the level of small business participation shown in Contractor’s Response, or if any material representation made in Contractor’s Response concerning the small business status of any Subcontractor or Contractor’s involvement in the ownership, operation or management of any Subcontractor claiming status as a Small Business is shown to be false to the satisfaction of Owner’s designated representative acting in good faith, Owner may, at its sole option and in addition to any other remedies available under the Contract, at law or in equity, terminate the Contract.

Whether or not Owner terminates the Contract, immediately upon demand, Contractor shall refund to Owner the difference between Contractor’s total base response and the total base amount of the next lowest responsive and responsible offer submitted, or any lesser portion thereof that Owner, in its sole discretion, deems appropriate. Further, in the event that Owner terminates the Contract, Contractor shall pay Owner’s full reprocurement costs, including, without limitation, any costs associated with reprocurement delays. Owner will institute debarment proceedings against any Responder that misrepresents in a response any material fact concerning the Small Business status of any Subcontractor or Responder’s involvement in the ownership, operation or management of any Subcontractor claiming status as a Small Business.
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

Responder must include a copy of its minority certification documentation as part of this RFP.

If your company is already certified, attach a copy of your certification to this form and return with your response.

Indicate all that apply:

_____ Minority-Owned Business Enterprise

_____ Women-Owned Business Enterprise

_____ Disadvantaged Business Enterprise
CONFIDENTIAL PROPRIETARY MATERIALS

Documents in the response considered confidential/proprietary by Responder shall be clearly identified as such, but will be subject to confirmation of such status by NCTCOG. In the event of a challenge, and if a determination is made by the Attorney General of Texas or a court of competent jurisdiction that these materials are not considered confidential/proprietary, Responder may withdraw the designated materials from consideration prior to public review and the evaluation process. If any required materials are withdrawn the response will be disqualified.

CERTIFICATION OF SPECIFICATIONS AS UNBIASED

Responders are required to certify that this Invitation contains no requirements considered to be unduly biased in favor of other responders that may be competing for this procurement.

Acknowledgment of Insurance Requirements

By signing its response, Responder acknowledges that it has read and understands the insurance requirements for the response. Responder 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 Responder’s response. The insurance requirements are outlined in the General Terms and Conditions section.
CERTIFICATIONS OF OFFEROR

I hereby certify that the information contained in this response 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 response. I acknowledge that I have read and understand the requirements and provisions of the Request for Proposals and that the organization will comply with the WIA regulations and other applicable local, state, and federal regulations and directives in the implementation of this program. I also certify that I have read and understood the "Governing Provisions and Limitations" section of this Request for Proposals and will comply with the terms; and furthermore that I, ________________ (typed or printed name) certify that I am the ___________________________ (typed 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 Responder by authority of its governing body.

 DRUG FREE WORKPLACE CERTIFICATION

The ___________________________ (proposing organization) will provide a Drug Free Workplace 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 ___________________________ (proposing organization) 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.

Name of Firm: ___________________________

_________________________________________   ___________________________
Signature of authorized person to sign on firm’s behalf   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 Firm: __________________________________________

___________________________________________________________________________

Signature of authorized person to sign on firm’s behalf     Date
FAIR BUSINESS PRACTICES

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

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 firm:

___________ 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.

Name of Firm: ____________________________________________

__________________________________________________________________________

Signature of authorized person to sign on firm’s behalf             Date
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 Firm: ____________________________________________

__________________________________________________________

Signature of authorized person to sign on firm’s behalf    Date

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