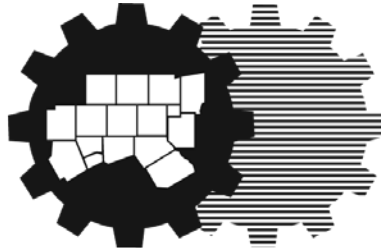


REQUEST FOR STATEMENT OF QUALIFICATIONS DIETITIAN CONSULTANT SERVICES



North Central Texas Council of Governments

RFSQ # NCT-2018-05

Issued: February 8, 2018

Submission Deadline: March 15, 2018

**Pre-Proposal Conference: February 21, 2018, 10:00 am, Eagle Conference Room
616 Six Flags Drive, Center Point II, Arlington, Texas 76011**

Questions regarding this RFSQ should be directed to:

Agency Administration, Jane Rogers

NOTICE TO CONSULTANTS: 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.

1.02 **Purpose of RFSQ.** NCTCOG seeks an experienced registered/licensed Consultant to provide Dietitian Consultant Services for NCTCOG Area Agency on Aging (NCTAAA). This is a contracted position in which the ideal Consultant would provide dietitian consulting services with NCTAAA Stanford University Diabetes Self-Management Program (DSMP) participants in 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 Consultant 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

NCTAAA is a program of NCTCOG. It is a regional organization that plans, coordinates and delivers services for persons age 60 and over and their family caregivers. The NCTAAA serves residents of the 14 counties surrounding the Dallas/Fort Worth area. Part of a national network created by the 1973 amendments to the Older Americans Act, it is one of 28 area agencies on aging in the State of Texas. Its primary funding source is Texas Health and Human Services (HHS).

The NCTAAA administers several evidence-based programs, including DSMP. Its non-clinical staff members, volunteers, and Consultants who have been certified by Stanford University as lay leaders and/or master trainers conduct a series of six workshops, using a structured curriculum. Workshops are two and a half hours in length, held once a week for six consecutive weeks. The workshops are highly interactive and attended by small groups of six to 12 persons.

1.02.2 SCOPE OF SERVICES

The NCTAAA is seeking certification of its DSMP program by the American Diabetes Association (ADA). Although the DSMP curriculum satisfies most of the ADA requirements for certified curricula, it does not meet all. Specifically, the NCTAAA must add the following program elements to DSMP classes:

- Individual assessments and education plans

- Personalized follow-up plans

The NCTAAA Dietitian Consultant shall provide the following to DSMP participants:

- An individual assessment and education plan, developed collaboratively by the participant and the successful Proposer, to direct the selection of appropriate educational interventions and self-management support strategies.
- Educational interventions directed toward helping the participant achieve self-management goals.
- At least one follow-up evaluation to determine attainment of educational objectives or need for additional interventions and future reassessments.
- A personalized follow-up plan developed collaboratively by the participant and the successful Proposer for ongoing self-management support.
- The Dietitian Consultant shall document in the education record the assessment, education plan, intervention, and outcomes.

The NCTAAA will provide orientation to the Dietitian Consultant, recruit class participants, and schedule appointments with participants at convenient times.

1.02.3 QUALIFICATIONS

The awarded Consultant shall be a Registered/Licensed Dietitian and have a current license issued by the [Texas State Board of Examiners for Dietitians](#). Certification as a diabetes educator is preferred. In addition, he/she must have completed at least 12 hours of continuing education relevant to diabetes within the prior 24 months.

1.02.4 PRE-PROPOSAL CONFERENCE

**Pre-Proposal Conference: February 21, 2018, 10:00 am, Eagle Conference Room
616 Six Flags Drive, Center Point II, Arlington, Texas 76011.**

Attendance is not mandatory but is strongly encouraged.

- 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 five (5) month Master Contract for services with NCTCOG. At the end of the initial five (5) month period contract, and at the discretion of NCTCOG, the Master Contract(s) may be extended on an annual basis for up to three (3) one-year additional terms. The total term of the Master Contract(s) shall not exceed the initial five (5) month period with up to three (3) one-year additional terms. Any extension beyond the initial five (5) 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 Consultant(s)
- VII. Signature of person(s) authorized to legally bind the Proposer

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

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 Consultant 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 Consultant to provide the requested product, service or function.

Deliverables:

Proposers should submit with proposal; Proposal Cover Sheet, Applicant's Notice of Certification, program specific narrative, Standard Assurances, Certification Regarding Debarment and narrative that addresses the following questions:

1. Summarize the Proposer's education, licensure, certification, and other credentials.

2. Attach proof of current licensure as a Registered/Licensed Dietitian.
3. Attach a summary of continuing education the Proposer received during the prior year on diabetes care and education.
4. Is the Proposer a Certified Diabetes Educator?
5. Describe the Proposer's experience relative to producing each of the following deliverables:
 - a. An individual assessment and education plan developed collaboratively by the participant and the successful Proposer to direct the selection of appropriate educational interventions and self-management support strategies.
 - b. Educational interventions directed toward helping the participant achieve self-management goals.
 - c. Periodic evaluations to determine attainment of educational objectives or need for additional interventions and future reassessments.
 - d. A personalized follow-up plan developed collaboratively by the participant and the successful Proposer for ongoing self-management support.
6. Is the Proposer a Medicare provider?
7. Is the Proposer affiliated with an organization that is a Medicare provider? If so, what is the name of the Medicare provider with which the Proposer is affiliated?
8. Does the Proposer have experience providing diabetes education that has been reimbursed by Medicare? If so, describe such experience.
9. The NCTAAA serves a 14-county area, consisting of Collin, Denton, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, and Wise counties. Specify the county or counties in which the Proposer is willing to provide 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 Consultant.

Tab H: Price. Proposers should furnish an all-inclusive pricing model for their services. 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. **Proposers will not be selected based solely on pricing.**

Price proposed shall include all cost associated but not limited to the following:

- I. Direct Labor: category rate x time = total
- 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. Total Estimated Audit Cost
- VII. Expected Annual Escalation of Fees
- VIII. Facilities to be furnished by NCTCOG
- IX. Proposed Compensation Arrangement Including: invoice method and timing
- X. Pricing List Including Incremental Cost for Additional Services: provide a pricing list for the life of the contract.

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-2018-05**. This number must be referenced on all qualifications, correspondence, and documentation relating to the RFSQ.

2.04 Proposal Submission. Proposals shall be limited to a maximum of twenty (20) 8-1/2" X 11" pages (one side only and including cover letter) using a font size no smaller than eleven (11) point and one inch margins. 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, **March 15, 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 **March 15, 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 **March 2, 2018**. Please reference RFSQ# **NCT-2018-05** 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	February 8, 2018
Pre-Proposal Conference	February 21, 2018
Inquiry Period Ends	March 2, 2018
Proposal Due Date	March 15, 2018
Evaluation Period	March 16 - 23, 2018
Anticipated Award	March 26, 2018
Anticipated Initial Contract Period	April 1 – September 30, 2018

- 2.07 Contract Period and Effective Date. The anticipated contract term will be for an initial five (5) month contract period and three (3) one (1) year renewal options for a total of five (5) months and three (3) years, during which time NCTCOG may terminate the contract at its sole discretion. The anticipated initial effective date of the contract is **April 1, 2018** and ending date is September 30, 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. Related Experience – 50 Points

The Proposal Review Subcommittee will consider the proposer’s experience developing individual assessments and written plans and conducting follow up. Preference will be given to applicants who are

Medicare providers and/or have provided professional services that have been billed to Medicare.

2. Qualifications – 20 Points

The Proposal Review Subcommittee will consider proposer’s education, licensure, and other credentials. Preference will be given to applicants who are Certified Diabetes Educators.

3. Responsiveness – 10 Points

The Proposal Review Subcommittee will consider proposer’s ability to follow instructions as contained in this RFSQ and provide all materials requested.

4. Cost – 20 Points

The Proposal Review Subcommittee will consider the proposer’s cost per project-related hour.

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 Consultants. 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 Consultant, 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 Consultant shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, and shall require all Consultants and sub-Contractors performing work for which the same liabilities may apply under this contract to do likewise. The Consultant may cause the insurance to be effected in whole or in part by the sub-Contractors or sub-subcontractor 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 Consultant 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 Consultant and/or its employees or subcontractor; or (iv) any infringement, misappropriation, or violation by Consultant and/or its employees or subcontractors of any right of a third party; provided, however, that Consultant 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.** Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Consultant 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.** Consultant agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 4.25 **Contract Work Hours and Selection Standards.** Consultant 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.** Consultant agrees to comply with all applicable provisions of 37 CFR Part 401.
- 4.27 **Procurement of Recovered Materials.** Consultant agrees to comply with all applicable provisions of 2 CFR §200.322.
- 4.28 **House Bill 89 Certification.** Consultant 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 X – House Bill 89 Certification

**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/Consultant(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 Proposer 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/Consultant(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/Consultant(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/Consultant(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/Consultant(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 Consultant, no member of the Consultant’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 Consultant 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 Consultant to conduct business with a friend or associate of an executive or employee of the Consultant, 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 Consultant, 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 Consultant 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 Consultant is a member of the NCTCOG.

No officer, manager or paid consultant of the Consultant is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the Consultant.

The Consultant 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 Consultant for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the Consultant fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the Consultant 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/Consultant(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.

**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/Consultant(s):

Signature of Authorized Representative:

Date: _____

**ATTACHMENT VIII:
CERTIFICATION OF GOOD STANDING
TEXAS CORPORATE FRANCHISE TAX CERTIFICATION**

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The following certification that the corporation entering into this offer is current in its franchise taxes must be signed by the individual authorized on Form 2031, Corporate Board of Directors Resolution, to sign the contract for the corporation.

The undersigned authorized representative of the corporation making the offer herein certifies 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

Taxpayer Identification Number: _____

(Printed/Typed Name and Title of Authorized Representative)

Signature

Date: _____

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

Historically Underutilized Businesses (HUBs), minority or women-owned or disadvantaged 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: _____

**ATTACHMENT X:
NORTH CENTRAL TEXAS COUNCIL OF
GOVERNMENTS
House Bill 89 Certification**

I, _____ (name), the undersigned representative of _____ (Company or Business name), hereafter referred to as Company, being an adult over the age of eighteen (18) years of age, certify that the Company named above, under the provisions of Subtitle F, title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE