

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS  
REQUEST FOR PROPOSAL No. NCT-2018-10  
REQUEST FOR PROPOSALS FOR: RECYCLING PROGRAM TECHNICAL ASSISTANCE**

**PROPOSAL CLOSING DATE: MAY 17, 2018, 1:30 P.M.**

**For further information contact: Jane Rogers, Procurement Specialist  
FAX (817) 640-7806 [jrogers@nctcog.org](mailto:jrogers@nctcog.org)**

**INSTRUCTIONS TO PROPOSERS**

Proposals are solicited for furnishing the supplies, services and/or equipment set forth in this solicitation. **Proposals must be received at NCTCOG Purchasing office by 1:30 P.M. May 17, 2018** and then publicly opened at **2:00 P.M.** at NCTCOG Offices. Proposals must be returned in a sealed envelope, addressed to the NCTCOG Attn: Purchasing Division, and have the bid number, closing date, and company name clearly marked on the outside envelope. Proposals to be delivered by special courier (i.e. Federal Express, Special Delivery etc.) are to be marked **“PROPOSALS MUST BE DELIVERED TO NCTCOG OFFICES BEFORE 1:30 P.M.”** in order to be considered. **Proposals should be mailed or hand delivered to the following address:**

**NCTCOG  
Attn: Jane Rogers, Procurement Specialist  
RFP No. NCT-2018-10  
616 Six Flags Drive  
Arlington, Texas 76011**

Late proposals will be returned; they will not be opened nor considered in the evaluation of the proposal. Proposals may be withdrawn at any time prior to the official opening. Proposals may not be altered, amended or withdrawn after the official opening. The undersigned agrees, if the proposal is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this proposal will be 90 calendar days after the proposal opening date unless the proposer submits a different date.

**By signing below, your company agrees that they have read and agreed with the General Terms and Conditions, Instructions to Proposers and the Invitation to Proposal requirements. Failure to complete the requested information below may result in rejection of your company’s proposal.**

Company Name:	Company’s Authorized Agent: (Name and Title)
Federal ID Number (TIN) or Social Security Number and Legal:	Signature:
Company Address:	Date:
Company Email/Phone/Fax:	

**Cooperative Purchasing:** Should other Governmental Entities decide to participate in this contract, would you, the proposer, agree that all terms, conditions, specifications, and pricing would apply?  
Yes \_\_\_\_\_ No \_\_\_\_\_

If you checked “Yes”, the following will apply: Governmental entities utilizing Inter-Governmental Contracts with NCTCOG will be eligible, but not obligated, to purchase material/services under this contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than NCTCOG will be billed directly to that Governmental Entity and paid by that Governmental Entity. NCTCOG will not be responsible for another Governmental Entity’s debts. Each Governmental Entity will order its own material/services as needed.

**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 SUPPLIER'S RESPONSIBILITY TO CHECK THE WEBSITE FOR ANY SOLICITATION CHANGES DURING THE RFP RESPONSE TIME.**

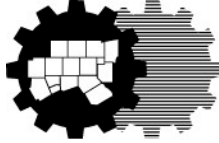
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## PROPOSAL SPECIFICATIONS AND REQUIREMENTS

### 1.0 INTRODUCTION

- 1.1 **NCTCOG Overview:** The North Central Texas Council of Governments (NCTCOG) is a Texas political subdivision and non-profit corporation organized and operating under Texas Local Government Code Chapter 391 as the regional planning commission for the 16-county North Central Texas region. 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. The NCTCOG region includes the following counties; Collin, Denton, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, Wise, Dallas and Tarrant. 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 7 million, which is larger than 38 states.

- 1.2 **Purpose of RFP:** NCTCOG seeks qualified Contractor(s) to provide Recycling Program Technical Assistance to local governments in the NCTCOG 16-county region. Through this technical assistance program and contract, NCTCOG seeks to provide free technical assistance to cities, counties, and other local government entities in establishing, building, expanding, and improving recycling programs and participation in rural, suburban, and urban underserved cities and counties in the 16-county NCTCOG region. NCTCOG's anticipated budget for this contract is a not to exceed amount of \$20,000 for initial term.
- 1.3 **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 Master Contract(s) for services with NCTCOG beginning on the effective date and ending July 31, 2019 for initial term. At the end of the initial term, and at the discretion of NCTCOG, the Master Contract(s) may be extended on an annual basis for up to four (4) one-year additional terms.
- 1.4 **Administrative Guidance:** The information provided herein is intended to assist Proposer(s) in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested Proposer(s) 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. Proposer(s) 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.

### 2.0 SOLICITATION SCHEDULE

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

**Tentative Schedule of Events:**

RFP Issued	April 19, 2018
Inquiry Period Ends	May 4, 2018, 5:00 p.m.
Proposal Due Date	May 17, 2018
Evaluation Period	May 18 – 24, 2018
Interviews	May 25 – 31, 2018
Anticipated Award	June 1, 2018

**3.0 SCOPE OF WORK**

- 3.1 NCTCOG seeks qualified Contractor(s) to provide Recycling Program Technical Assistance to local governments in the NCTCOG 16-county region. Through this technical assistance program and contract, NCTCOG seeks to provide free technical assistance to cities, counties, and other local government entities in establishing, building, expanding, and improving recycling programs and participation in rural, suburban, and urban underserved cities and counties in the 16-county NCTCOG region.
- 3.2 **Project Background:** Each legislative session, the State Legislature allocates funds generated by solid waste disposal fees through the Texas Commission on Environmental Quality (TCEQ) to NCTCOG, the designated solid waste management agency for North Central Texas. The Resource Conservation Council (RCC) is the regional solid waste advisory committee and provides support and advice to NCTCOG's Executive Board on methods to identify regional solid waste priorities and implementation projects, provide input to develop and update the regional solid waste management plan, and review solid waste grant applications and make recommendations on projects to be funded.
- 3.2.1 NCTCOG uses a portion of the allocated solid waste funds to offer pass-through grants to eligible entities to advance the goals and strategies found in the regional solid waste management plan. In addition, allocated grant funds may also be used to fund regional projects that are consistent with the Regional Materials Management Plan, Planning for Sustainable Materials Management (RMMP/PSMM) in North Central Texas. This document can be found at: <http://www.nctcog.org/envir/SEELT/SolidWastePlan.asp>.
- 3.2.2 During Fiscal Year 2018 and 2019, NCTCOG seeks to provide technical assistance on a first come, first serve basis to cities, counties, and other local governments in need of technical assistance to establish a recycling program or to improve, expand, or grow participation in existing recycling programs in their jurisdiction. This project will be guided by NCTCOG and participation and results of the Technical Assistance program will be shared with the RCC on a quarterly basis. Expanding recycling programs in the NCTCOG 16-county region is an objective of the RMMP/PSMM in North Central Texas. The RCC has a goal of providing technical assistance to small, rural, and underserved communities in the region to expand recycling opportunities to residents.
- 3.3 **Project Intent:** The objective of the project is to provide technical assistance to local governments that will support them with a variety of activities related to establishing recycling programs or improving, expanding, or growing participation in existing recycling programs.
- 3.4 NCTCOG is seeking a proposal from Contractor(s) who have expertise in working with local governments and other private and non-profit partners to establish and expand recycling programs, particularly in underserved and rural areas that do not have existing programs or have limited programs and/or participation. This Contractor should be skilled

at facilitating groups and developing consensus; have knowledge of the recycling industry in the United States and Texas; have knowledge of facility siting and city, county, and state regulations and laws that govern recycling and other facilities that may be involved; have the ability to work with diverse stakeholders (elected officials and city/county staff); understand the challenges of recycling in small, rural, underserved communities; have knowledge about other related industry aspects such as composting and landfill management; knowledge of end-markets and negotiating contracts for services; be skilled at collecting data and evaluating program needs, and providing excellent customer service.

- 3.5 NCTCOG anticipates exploring any viable alternative for providing these services, and may decide, after reviewing the proposal documents, not to enter into any agreement or to award any portion thereof. Proposals may be submitted for the entire scope of work, or proposals can identify primary and subcontractors dependent on tasks or deliverables. Additionally, NCTCOG may choose to hire more than one respondent to deliver requested services or require proposers to partner with other firms identified through this RFP. There is no minimum guarantee of any work under this contract.
- 3.6 The awarded Proposer shall develop a scope of work in coordination with NCTCOG.
- 3.7 Proposers are encouraged to employ creativity and to propose modifications to the described tasks below that could improve the overall outcomes while incorporating the most cost-effective approaches to producing the desired outcomes/deliverables of this project. Proposers shall itemize their proposal according to cost per Tasks (Tasks 1 through 3) for evaluation purposes and scoring.

### **Task 1. Project Management**

Contractor shall attend meetings with NCTCOG and other stakeholders directly related to this project. Additional requirements shall include, but not be limited to, a project kick-off meeting, bi-weekly or monthly conference calls, committee presentations, webinars, conference presentations, etc. NCTCOG will coordinate with the Contractor's Project Manager to ensure timely production of deliverables and maintain communication throughout the project, address challenges, etc. Progress reports will be required to assess project work progress and document challenges, lessons learned, and outcomes.

#### **Task 1 Deliverables:**

- Kick-off Meeting
- Conference Calls (frequency to be established in coordination with NCTCOG)
- Progress Reports (frequency to be established in coordination with NCTCOG)

### **Task 2. Technical Assistance**

Provide technical assistance to local government communities in the NCTCOG 16-county region. The Contractor(s) services would include, but not be limited to:

- Serving as a liaison between private, public, non-profit, and other organizations
- Serving as a mentor and resource (guide local governments down a path, "hold their hand" through the process of establishing, expanding, or improving a program)
- Identifying potential program partners (collaborative opportunities, share resources such as Keep Texas Beautiful, etc.)
- Identifying program funding opportunities
- Assisting with drafting Request for Proposals and contracts
- Assisting with identifying permitting requirements (if needed)

- Evaluating business models (which recycling commodities to focus on, small program start vs. large program start)
- Evaluating needed infrastructure, developing procurement/phasing plans for capital infrastructure
- Evaluating existing programs and suggesting improvements to grow participation
- Providing program marketing assistance
- Providing solutions, advice, or assistance with recycling program challenges (contamination, low participation, infrastructure needs, end-markets, hauling contracts, etc.).

These services could be provided in-person or via phone, email, webinar, conference call, or other agreed upon means. The Contractor(s) would be expected to be on-call during normal business operating hours and will provide a designated phone number or email that interested local governments would contact in order to initiate the technical assistance request.

Because the project intent is to serve as many communities as possible, while offering services that are valuable and productive, the Contractor(s) will need to do careful evaluation of the request by the community and the time commitment each request may entail. Balancing of these requests will be up to the Contractor(s). This program will be administered on a first-come-first-serve approach. NCTCOG and the Contractor(s) will agree on program administration to provide the Contractor(s) some framework by which to provide acceptable and valuable services to the participating entities.

Consideration for the most cost-effective methods of providing technical assistance, developing, documenting, and sharing the needed assistance is desired and can include methods such as surveys, using existing materials from partners (non-profits), webinars, conference calls in-lieu of face-to-face meetings, or any combination thereof.

The Contractor(s) will provide NCTCOG deliverables to document the success of this technical assistance program and will include data points such as number of site visits, meetings, and other technical assistance that is provided. The Contractor(s) will also provide NCTCOG several documents and resources that can be housed on the NCTCOG website in the form of a Recycling Program Technical Resource Toolkit. NCTCOG and Contractor(s) will identify what resources should be included in this Toolkit, but at a minimum, a list of mentors, potential partners, potential funding sources, a Frequently Asked Questions (questions received through the program) document, and sample template contracts and/or Request for Proposals (RFP) will be included. Furthermore, the Contractor(s) will develop three (3) case studies that summarize three local government programs. Additional resources will be identified throughout the contract based on questions asked by the participants and the resources that are most helpful. NCTCOG will provide assistance with creation of resources, as budget and timelines allows, and based on the value of the resource to local governments.

**Task 2 Deliverables:**

- Log of site visits to local governments requesting technical assistance, including description of site visit, challenges, outcomes, next steps, etc.

- Log of meetings (in-person, webinars, calls, etc.) with program participants, including description of site visit, challenges, outcomes, next steps, etc.
- Log of other technical assistance provided through the program (phone calls, marketing assistance, RFP drafting, etc.), including description of site visit, challenges, outcomes, next steps, etc.
- Technical Resource Toolkit documents posted on NCTCOG's website that includes, but is not limited to:
  - List of mentors and resources that are helpful for communities (e.g. regional recycling program coordinators, Keep Texas Beautiful affiliates, recycling signage, RFP etc.)
  - List of potential partners to seek assistance
  - Potential funding sources
  - Frequently Asked Questions Document
  - Sample/template contracts
  - Sample/template RFPs
  - 3 case studies (ideally a city, county, and other local government example)

### **Task 3. Final Technical Assistance Report**

The Contractor(s) will provide a Final Technical Assistance Report that evaluates the program overall (quantitative and qualitative aspects) and provides key lessons learned, program challenges, program successes (i.e. number of programs created and assisted, specific improvements, financial impacts and outcomes, etc.), summarizes key challenges and barriers that were being experienced by local government participants and where they needed the most assistance, suggests improvements to the program and opportunities to grow the technical assistance program. Documenting additional outreach needs, challenges, and opportunities that were encountered during the program such as tires, illegal dumping, lack of infrastructure, etc. will be required to assist NCTCOG in determining the value of future program activities and outreach and training needs.

#### **Task 3 Deliverables:**

- Draft and Final Technical Assistance Report

## **4.0 PROPOSALS**

Proposers shall submit responses in a clear and concise manner in alignment with the outlined format below. Proposals shall be limited to a maximum of twenty (20) 8-1/2" X 11" pages (one side only and includes Tabs A, B, D, E, F, G and H) using a font size no smaller than eleven (11) point and one inch margins. Pertinent supplemental information should be referenced and included as attachments. Proposers should consider the requirements listed in Section 5.0 Evaluation Factors and Award criteria as responses are prepared. Proposers must submit one original and one (1) electronic copy (on disk or USB flash drive). Failure to submit the items identified below may be grounds for rejection of a bid as non-responsive to the specifications.

4.1 **Tab A: Transmittal Letter.** The transmittal letter must be limited to two pages and must contain:

- a) Proposer's name and any assumed names

- b) Physical and mailing address
- c) A brief statement of the Proposer's understanding of the work to be done and summary of its Proposal
- d) 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
- e) A statement that the person signing the transmittal letter is authorized to legally bind the Proposer
- f) A statement that the Proposal will remain in effect until a contract has been finalized and Purchase Order has been issued by NCTCOG to the Awarded Contractor(s)
- g) Signature of person(s) authorized to legally bind the Proposer

- 4.2 **Tab B: Executive Summary.** An executive summary will briefly describe the firm's history and professional capabilities.
- 4.3 **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.
- 4.4 **Tab D: Detailed Business Plan.** This section should constitute the major portion of the proposal and must contain a specific response to each criteria listed in **Section 3.0, Scope of Work and Section 5.0, Evaluation Factors and Award. Indicate specific examples of how your firm can meet each criteria.** Failure to provide written response to items indicated in this RFP will be interpreted by NCTCOG as an *inability* by the firm to provide the requested product, service or function.
- 4.5 **Tab E: References.** Include at least three references of customers who have used services similar to those requested by the NCTCOG. 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 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.
- 4.6 **Tab F: Affirmative Action Plan.** Include a copy of your affirmative action plan for review (if applicable).
- 4.7 **Tab G: Miscellaneous.** Miscellaneous additional information and attachments, if any, may be submitted by the firm.
- 4.8 **Tab H: Price.** Proposers shall furnish a 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 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 costs 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.

4.9 **Tab I: Signed Forms & Attachments.** All forms that are included in this proposal must be completed and submitted with original signatures. These forms include:

- a) Conflict of Interest Questionnaire, Attachment I;
- b) Instructions for Proposals Compliance and Submittal, Attachment II;
- c) Certifications of Offeror, Attachment III;
- d) Certification Regarding Debarment, Suspension and Other Responsibility Matters, Attachment IV;
- e) Certification Regarding Lobbying, Attachment V;
- f) Drug-Free Workplace Certification, Attachment VI;
- g) Certification of Good Standing Texas Corporate Franchise Tax Certification, Attachment VII;
- h) Historically Underutilized Business, Minority or Women-Owned or Disadvantaged Business Enterprises, Attachment VIII, if applicable
- i) NCTCOG House Bill 89 Certification, Attachment IX;
- j) Reference Sheet, Attachment X
- k) Contact Information, Attachment XI

## 5.0 EVALUATION FACTORS AND AWARD

5.1 **Evaluation:** Proposers may furnish pricing for all or any portion of the solicitation (unless otherwise specified). However, NCTCOG may evaluate and award a contract for any item or group of items shown on the solicitation, or any combination deemed most advantageous to NCTCOG. Proposals that specify an “all or none” award may be considered if a single award is advantageous.

5.2 **Award:** NCTCOG will award a contract to the responsible firm(s) whose proposal is most advantageous to NCTCOG, price and other factors considered.

5.2.1 The following criteria may be considered to determine the best value (see section 252.043 of the Texas Local Government Code):

The criteria to be used to evaluate proposals are as follows (100 points total):

- a. Expertise - Relevant subject-matter expertise (prior experience conducting recycling program technical assistance as stated herein, Section 3.0, Scope of Work) (25 points);
- b. Quality of Proposal - of work plan submitted, extent of experience, innovation/leveraging in using existing resources/partnerships/networks, and ability to provide the services/deliverables requested (20 points);
- c. Qualifications - Background, qualifications, and references, of the proposer, subcontractors, if relevant (prior contract experience with local governments in NCT, working with the waste management industry, etc.) (20 points);
- d. Other - Proposed timeline for scope of work, proposed budget/cost, cost-effectiveness (5 points);
- e. Cost – As proposed for services under Section 4.8 Tab H – (25 points)

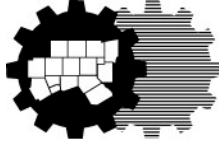
f. Use of Historically Underutilized Business - 5 Points

Certified historically underutilized businesses must include the certification documentation as a part of the submission.

- 5.3 Time for Evaluation. All submissions shall remain valid for a minimum of 90 calendar days after the Proposal Closing Due Date to allow adequate time for evaluation.
- 5.4 Evaluation Process. All submissions in response to this RFP 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 firms. Accordingly, each initial submission should include the most favorable price and service available.
- 5.5 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 RFP 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 RFP.
- 5.6 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.
- 5.7 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, after proposals are received and prior to the award of the Contract.
- 5.8 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.
- 5.9 NCTCOG reserves the right to reject the proposal of a proposer who has previously failed to perform properly or complete on time contracts of a similar nature.
- 5.10 **Post Award:** Following the award, additional services of the same general category that could have been encompassed in the award of this RFP, and that are not already on the RFP, may be added within the NCTCOG approved budget.
- 6.0 LAWS, REGULATIONS, AND ORDINANCES** - The proposer shall be responsible for meeting all Federal, state, and local laws, regulations, and ordinances.
- 7.0 PERFORMANCE** - Failure of NCTCOG to insist, in one or more instances, upon performance of any of the terms and conditions of this contract shall not be construed as a waiver or relinquishment of the future performance of any terms and conditions, but the proposer's obligation with respect to such performance shall continue in full force and effect.

- 8.0 PRICES** - The proposer should have a fixed price for the base Contract term. If option years are renewed, the proposer will have an opportunity to present revised pricing based upon justifiable increases in pricing, if needed.
- 9.0 CONTACT** - Proposer shall designate at least one (1) person as a Point of Contact with office phone or cell phone number and email for accessibility. The person designated for this purpose shall be identified in the proposal submittals.
- 10.0 QUESTIONS** – Questions, explanations or clarifications desired by a proposer regarding any part of the proposal must be requested in writing from the Purchasing Division by **5:00 pm CDT on May 4, 2018**. Questions and responses can be found at <http://www.nctcog.org/aa/RFP.asp> and will be available by **5:00 pm CDT on May 8, 2018**. Interpretations, corrections or changes to the proposal made in any other manner are not binding upon the NCTCOG, and proposers shall not rely on such interpretations, corrections or changes. Oral explanations or instructions given before the award of the contract are not binding. Requests under this section can be sent to:

Jane Rogers, Procurement Specialist, [jrogers@nctcog.org](mailto:jrogers@nctcog.org)



## NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS INSTRUCTIONS TO PROPOSERS

Unless otherwise specified on the Proposal Specifications and Requirements, the following apply to all solicitations.

### 1.0 SOLICITATION

- 1.1 **Review of Documents:** Proposers are expected to examine all documents that make up the Solicitation. Proposers shall promptly notify NCTCOG of any omission, ambiguity, inconsistency or error that they may discover upon examination of the solicitation. Proposers must use a complete solicitation to prepare proposals. NCTCOG assumes no responsibility for any errors or misrepresentations that result from the use of incomplete solicitations.
- 1.2 **Location of Documents:** Solicitations are issued by the Purchasing Division. The location and phone number for the Purchasing Division are specified in the advertisement and in the solicitation.

### 2.0 EXPLANATIONS OR CLARIFICATIONS

- 2.1 Any explanation, clarification, or interpretation desired by a proposer regarding any part of the solicitation must be requested in writing from the requesting department with sufficient time allowed for a written addendum to reach each proposer before the submission of their proposal. Interpretations, corrections, or changes to the solicitation made in any other manner are not binding upon the NCTCOG, and proposers shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.
- 2.2 Requests for explanations or clarifications may be faxed to NCTCOG's Purchasing Division at (817) 640-7806. The fax must clearly identify the Purchasing Specialist's name and the solicitation number. Any material information given to one proposer concerning a solicitation will be furnished by an Addendum to all proposers who have been issued a solicitation.
- 2.3 The following provisions are intended to ensure a fair and equitable review process so that there is no actual or potential situation where one proposer secures or attempts to secure an unfair advantage over another proposer or creates a situation where there is an appearance of impropriety in contacts between the proposer, its agent, contractor, or Contractor and NCTCOG officials.
  - 2.3.1 **After release of the solicitation, no officer, employee, agent or representative of the proposer shall have any contact or discussion, verbal or written, with any members of NCTCOG Board, NCTCOG staff (other than the contact listed herein) or NCTCOG's Contractors, or directly or indirectly through others, seek to influence any NCTCOG Board member, NCTCOG staff, or NCTCOG's Contractors regarding any matters pertaining to this solicitation, except as herein provided.**
  - 2.3.2 Contacts by the proposer with NCTCOG staff when such contacts do not pertain to a solicitation or proposal are exempt from this provision. Examples include:
    - 2.3.2.1 Private (non-business) contacts with NCTCOG staff by the proposer's employees acting in their personal capacity;
    - 2.3.2.2 Presentations and/or responses to inquiries initiated by NCTCOG staff.

- 2.3.3 If a representative of the proposer has a question about any potential contact as described above, the Purchasing Specialist will be notified in order to make a determination as to whether any contact is allowed in accordance with the solicitation.
- 2.3.4 **If a representative of any proposer submitting a proposal violates the foregoing prohibition by contacting any of these parties, such contact may result in the proposer being disqualified from the procurement process.**

### **3.0 PRE-PROPOSAL CONFERENCE**

If a pre-proposal conference is held, the time, place and nature of the conference will be specified on <http://www.nctcog.org/aa/RFP.asp>. Attendance at pre-proposal conferences is not mandatory.

### **4.0 PREPARATION OF PROPOSALS**

Each proposer must furnish all information required by a solicitation on the documents provided. Proposals submitted on forms other than the forms included in the solicitation shall be considered non-responsive. Any attempt to alter the wording in the solicitation is ineffective and will result in rejection of the proposal.

- 4.1 **Taxes:** Purchases of goods or services for NCTCOG use are usually exempt from City, State, and most Federal Taxes. Proposals may not include exempted taxes. The successful proposer should request a Tax Exemption Certificate from the Purchasing Division. Under no circumstances shall NCTCOG be liable to pay taxes for which NCTCOG has an exemption under any Contract.
- 4.2 **Brand Name or Equal:** If the solicitation indicates brand name or "equal" products are acceptable, the proposer may offer an "equal" product and must be prepared to demonstrate those features that render it equal. Final determination of a product as "equal" remains with the NCTCOG.
- 4.3 **Delivery Time:** Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any NCTCOG purchase. If the indicated date cannot be met or the date is not indicated, the proposer shall state its best delivery time.
- 4.4 **Free on Board (FOB) Point:** Freight Terms shall be FOB Destination, Freight Prepaid and Allowed. The proposer should quote its lowest and best price, with the goods delivered to the place specified, at the Proposer's expense and risk, and there tender delivery to the NCTCOG. Proposals offering any other delivery terms are not acceptable and may be cause for rejection.
- 4.5 **Prices:**
- 4.5.1 Proposals shall be firm priced offers unless otherwise specified.
- 4.5.2 Pricing shall be entered on the Bid Sheet in ink.
- 4.5.3 Totals shall be entered in the "Total Price" column of the Bid Sheet.
- 4.5.4 In the event of a discrepancy between unit price and extended price, the unit price shall govern.
- 4.5.5 Prices shall be offered in the Dollars of the United States of America (or decimal fractions thereof).
- 4.6 **Signature:** The proposer must sign each document in the solicitation requiring a signature. Any change made to the proposal must be initialed by the proposer.
- 4.7 **Proposal Security:** If a proposal security is required for this purchase, the requirement will be reflected on the Bid Sheet. Cashier's check or an acceptable surety bond in the amount indicated in the Notice to Proposers must be submitted at the time the proposal is submitted, and is subject to forfeiture in the event the successful proposer fails to execute the contract documents within 10 calendar days after the contract has been awarded.

- 4.7.1 To be an acceptable surety on the bond:
  - 4.7.1.1 The name of the surety shall be included on the current Department of the Treasury's Listing of Approved Sureties (Department Circular 570); or
  - 4.7.1.2 The surety must have capital and surplus equal 10 times the amount of the bond. The surety must be licensed to do business in the state of Texas.
- 4.8 **Alternate Proposals:** Proposers may offer an "equal" product as an alternate proposal. Final "approved equal" determination remains with the NCTCOG.
- 4.9 **Proprietary Information:**
  - 4.9.1 All material submitted to NCTCOG becomes public property and is subject to the Texas Public Information Act upon receipt.
  - 4.9.2 if a proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. NCTCOG will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to information that must be disclosed lies with the Texas Attorney General.
  - 4.9.3 Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- 4.10 **Proposal Preparation Costs:** All costs associated with preparing a proposal in response to a solicitation shall be borne by the proposer.
- 4.11 **Payment:** All payment terms shall be "Net 30 Days" unless specified in the proposal document.
  - 4.11.1 Successful proposers are encouraged to register for direct deposit payments prior to providing goods and/or services using the forms posted on NCTCOG's website at <http://www.nctcog.org/aa/purchasing.asp>.

## 5.0 **SUBMISSION OF PROPOSALS**

- 5.1 Copies: **Unless otherwise specified, proposers are required to submit an executed original and one (1) copy of the proposal on USB Drive.**
- 5.2 **Documents required with Proposal:** The following documents must be submitted with each proposal prior to the due date:
  - 5.2.1 The Price Sheet; and
  - 5.2.2 Any other document included in the solicitation requiring completion or execution by the proposer.
- 5.3 **Disadvantaged, Minority, and Women's Business Enterprise Goal and Use of Historically Underutilized Business's:** This contract may be funded by multiple funding sources. Different funding sources may have different requirements for Disadvantaged Business Enterprise (DBE), Minority Business Enterprise, Women's Business Enterprise (M/WBE), or Historically Underutilized Business (HUB) participation.
 

To the extent United States Department of Transportation (U.S. DOT) funds will be used, there will be an overall DBE participation goal of 25%. Proposers who are certified DBE's are encouraged to respond. To demonstrate certification as a DBE, proposer should include a valid DBE certificate with their proposal.

Additionally, NCTCOG encourages the participation of M/WBE and HUB firms.

Please complete Attachment VIII to notate which designation applies to this proposal submission.

- 5.4 **Addendum:** Receipt of an Addendum must be acknowledged by signing and returning the Addendum with the proposal if requested or under separate cover prior to the due date and time. Any addendum that contains proposal pricing should be returned in a sealed envelope marked on the outside with the proposer's name, address, the solicitation number, and the due date and time.
- 5.5 **Late Proposals:** Proposals must be received in the Purchasing Division prior to the due date and time. All Proposals received after the due date and time are considered late and will be returned to the proposer unopened. It is the sole responsibility of the proposer to ensure timely delivery of the proposal. NCTCOG will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the proposer.

## **6.0 MODIFICATION OR WITHDRAWAL OF PROPOSALS**

- 6.1 **Modification of Proposals:** Proposals may be modified in writing at any time prior to the due date.
- 6.2 **Withdrawal of Proposals:** Proposals may be withdrawn in writing, telegraphically, or by facsimile (provided that the facsimile is signed by the proposer) at any time prior to the due date. A Proposal may also be withdrawn in person by a proposer, provided the withdrawal is made prior to the due date. A receipt of withdrawal must be signed by the proposer. No proposals may be withdrawn after the due date without forfeiture of the proposal guarantee, unless there is a material error in the proposal. Withdrawn proposals may be resubmitted, with or without modifications, prior to the due date. NCTCOG may require proof of agency from the person withdrawing a proposal.

## **7.0 OPENING OF PROPOSALS**

The Procurement Division representative responsible for opening proposals shall confirm the time and announce the proposal opening. The representative shall then personally and publicly open all proposals timely received, reading each proposal aloud.

## **8.0 EVALUATION FACTORS AND AWARD**

- 8.1 **Evaluation:** Proposers may furnish pricing for all or any portion of the solicitation (unless otherwise specified). However, NCTCOG may evaluate and award a contract for any item or group of items shown on the solicitation, or any combination deemed most advantageous to the NCTCOG. Proposals that specify an "all or none" award may be considered if a single award is advantageous.
- 8.2 **Award:** NCTCOG will award contract(s) to the proposer(s) whose offer represents the best value offer to NCTCOG, price and other factors considered.
- 8.2.1 Total long-term cost may include specification conformance, delivery requirements, the life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, warranties and other factors contributing to the overall acquisition cost of the product/services.
- 8.3 **Acceptance of Proposal:** Acceptance of a proposal will be in the form of a Purchase Order or a Contract. Subsequent purchase releases may be issued, as appropriate. The contents of a proposal shall become a part of the contract. Under no circumstances will NCTCOG be responsible for goods or services provided without an acceptance signed by an Authorized NCTCOG Representative.
- 8.4 **Reservations:** NCTCOG expressly reserves the right to:
- 8.4.1 Specify approximate quantities in the solicitation;
  - 8.4.2 Extend the solicitation opening date and time;
  - 8.4.3 Consider and accept alternate proposals, if specified in the solicitation, when most advantageous to the NCTCOG;

- 8.4.4 Waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable goods or services;
- 8.4.5 Waive any minor informality in any proposal or solicitation procedure (a minor informality is one that does not affect the competitiveness of the proposer);
- 8.4.6 Add additional terms or modify existing terms in the solicitation;
- 8.4.7 Reject a proposal because of unbalanced unit prices proposal;
- 8.4.8 Reject or cancel any or all proposals;
- 8.4.9 Reissue a solicitation;
- 8.4.10 Procure any item by other means.

**9.0 POST-PROPOSAL DOCUMENTS REQUIRED FROM SUCCESSFUL PROPOSER**

- 9.1 **Certificates of Insurance:** When insurance is required, the proposer must provide Certificates of Insurance in the amounts and for the coverages required to the Purchasing Division within 14 calendar days after notification of award, or as otherwise required by the solicitation.
- 9.2 **Payment and/or Performance Bonds:** When payment and/or performance bonds are required, the proposer must provide the bonds, in the amounts and on the conditions required, within 14 calendar days after notification of award, or as otherwise required by the solicitation.



## **GENERAL TERMS AND CONDITIONS**

1. 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.
2. NCTCOG reserves the right to accept or reject any and/or all submissions or to cancel this notice at any time.
3. A response to this Request for Proposals (RFP) does not commit NCTCOG to a purchase contract, or to pay any costs incurred in the preparation of such response.
4. Unless the Proposer specifies in the proposal, the NCTCOG may award the contract for any items/services or group of items/services in the RFP and may increase or decrease the quantity specified.
5. 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.
6. NCTCOG reserves the right to negotiate the final terms of any and all purchase contracts with Proposer(s) selected and such contracts negotiated as a result of this RFP may be re-negotiated and/or amended in order to successfully meet the agency needs.
7. NCTCOG reserves the right to waive any defect in this procurement process or to make changes to this solicitation as it deems necessary. NCTCOG will provide notifications of such changes to all Proposers recorded in the official record (Distribution Log/Receipts Record) as having received or requested an RFP.
8. 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.
9. 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.
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.
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.
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.
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.
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.

15. The only purpose of this RFP is to ensure uniform information in the selection of proposals and procurement of services. This RFP is not to be construed as a purchase contract, or as a commitment of any kind, nor does it commit the NCTCOG to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by NCTCOG.
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 the NCTCOG as a result of the Proposer's failure to contract may be recovered from the Proposer.
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.
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.
19. At all times during the term of a contract resulting from this procurement, the Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, and shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this contract to do likewise. The Contractor may cause the insurance to be effected in whole or in part by the sub-contractors or sub-subcontractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.
  1. Workers' Compensation: Statutory limits and employer's liability of not less than \$100,000 for each accident.
  2. Commercial General Liability:
    - a. Minimum Required Limits:  
\$1,000,000 per occurrence;  
\$1,000,000 General Aggregate
    - b. Commercial General Liability policy shall include:
      - (i) Coverage A: Bodily injury and property damage;
      - (ii) Coverage B: Personal and Advertising Injury liability;
      - (iii) Coverage C: Medical Payments
      - (iv) Products: Completed Operations
      - (v) Fire Legal Liability
    - c. Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance
    - d. Attachment of Endorsement CG 20 10 - additional insured
    - e. All other endorsements shall require prior approval by 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

20. Contractor shall defend, indemnify, and hold harmless NCTCOG, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to the contract; (ii) breach of any obligation, warranty, or representation in the contract, (iii) the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of NCTCOG's gross negligence or willful misconduct.
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.
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](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html).
23. **Equal Employment Opportunity.** Proposer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Proposer 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.
24. **Davis-Bacon Act.** Proposer agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
25. **Contract Work Hours and Selection Standards.** Proposer agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this solicitation indicates any employment of mechanics or laborers.
26. **Rights to Invention Made Under Contract or Agreement.** Proposer agrees to comply with all applicable provisions of 37 CFR Part 401.
27. **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Proposer agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.

28. **Debarment/Suspension.** Proposer is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Proposer and its subcontractors shall comply with the special provision "Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions," which is included as Attachment IV of this Solicitation.
29. **Restrictions on Lobbying.** Proposer is prohibited from using monies for lobbying purposes; Proposer shall comply with the special provision "Restrictions on Lobbying," which is included as Attachment V of this Solicitation. Proposer shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.
30. **Procurement of Recovered Materials.** Proposer agrees to comply with all applicable provisions of 2 CFR §200.322.
31. **Civil Rights Compliance**
- Compliance with Regulations: Proposer will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- Nondiscrimination: Proposer, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Proposer will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.
- Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by proposer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by proposer of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.
- Information and Reports: Proposer will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of proposer is in the exclusive possession of another who fails or refuses to furnish this information, proposer will so certify to NCTCOG, the Texas Department of Transportation ("the State") or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- Sanctions for Noncompliance: In the event of proposer's noncompliance with the Nondiscrimination provisions of this contract, proposer will impose such contract sanctions as it the State or the FHWA may determine to be appropriate, including, but not limited to:  
withholding of payments to the proposer under the contract until the proposer complies and/or cancelling, terminating, or suspending of the contract, in whole or in part.
- Incorporation of Provisions: Proposer shall include the language of the provisions in this section 31 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Proposer shall take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if

proposer becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, proposer may request the State to enter into such litigation to protect the interests of the State. In addition, proposer may request the United States to enter into such litigation to protect the interests of the United States.

32. **Disadvantaged Business Enterprise Program Requirements**

Proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. DART shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts.

Each sub-award or sub-contract must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

33. **Pertinent Non-Discrimination Authorities**

During the performance of this contract, proposer, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- i. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

34. **Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts**

In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

- a. Receive payments from state funds under a contract to provide property, materials or services;
- or
- b. Receive a state-funded grant or loan.

By accepting a contract resulting from this solicitation, the proposer certifies they comply with this provision.

**ATTACHMENT I:**

**CONFLICT OF INTEREST DISCLOSURE REQUIREMENT**

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e. NCTCOG) must disclose in the Questionnaire Form CIQ ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. By law, the Questionnaire must be filed with NCTCOG no later than seven days after the date the person begins contract discussions or negotiations with the NCTCOG, or submits an application or response to a request for proposals or bids, correspondence or another writing related to a potential agreement with the NCTCOG.

Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is enclosed with the submittal documents. The form is also available at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

### OFFICE USE ONLY

Date Received

**1** Name of vendor who has a business relationship 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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information in this section is being disclosed.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes       No

D. Describe each employment or business and family relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 8/7/2015



**ATTACHMENT II:**

**INSTRUCTIONS FOR PROPOSAL COMPLIANCE AND SUBMITTAL**

**Compliance with the Request For Proposal (RFP)**

Submissions must be in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification.

**Acknowledgment of Insurance Requirements**

By signing its submission, Offeror acknowledges that it has read and understands the insurance requirements for the submission. Offeror also understands that the evidence of required insurance must be submitted within ten (10) working days following notification of its offer being accepted; otherwise, NCTCOG may rescind its acceptance of the Offeror's bid. The insurance requirements are outlined in Section 19 - General Terms and Conditions.

Name of Organization/Contractor(s):

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Signature of Authorized Representative:

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Date: \_\_\_\_\_

**ATTACHMENT III:**

**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 RFP 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 RFP 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 Proposer, Offeror and/or 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 Proposer, Offeror and/or Respondent by authority of its governing body.

Name of Organization/Contractor(s):

\_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT IV:**

**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 indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

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

Name of Organization/Contractor(s):

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Signature of Authorized Representative:

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Date: \_\_\_\_\_

**ATTACHMENT V:**

**CERTIFICATION REGARDING LOBBYING**

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

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

Name of Organization/Contractor(s):

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Signature of Authorized Representative:

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Date: \_\_\_\_\_

**ATTACHMENT VI:**

**DRUG-FREE WORKPLACE CERTIFICATION**

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

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor’s policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the subcontractor’s policy statement;

Notifying the employees in the subcontractor’s policy statement that as a condition of employment under this subcontract, employees shall abide by the terms of the policy statement and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the Board within ten (10) days of the subcontractor’s receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization/Contractor(s):

\_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT VII:**

**CERTIFICATION OF GOOD STANDING  
TEXAS CORPORATE FRANCHISE TAX CERTIFICATION**

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

The undersigned authorized representative of the corporation making the offer herein certified that the following indicated statement is true and correct and that the undersigned understands that making a false statement is a material breach of contract and is grounds for contract cancellation.

Indicate the certification that applies to your corporation:

The Corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

The Corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

Type of Business (if not corporation):

Sole Proprietor

Partnership

Other

I.R.S.Tax Number: \_\_\_\_\_

\_\_\_\_\_  
(Printed/Typed Name and Title of Authorized Representative)

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**ATTACHMENT VIII:**

**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 should 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 HUB or M/W/DBE certification documentation as part of this RFP.**

**Indicate all that apply:**

- Minority-Owned Business Enterprise
- Women-Owned Business Enterprise
- Disadvantaged Business Enterprise
- Historically Underutilized Business

**ATTEST TO Attachments of Certification:**

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

State of Texas  
County of \_\_\_\_\_

Subscribed and sworn before me, the undersigned notary public, on this \_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_.

\_\_\_\_\_  
Notary Public's Signature

\_\_\_\_\_  
My Commission Expires (Notary Seal/Stamp)

**ATTACHMENT IX:**

**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



**ATTACHMENT X:  
REFERENCE SHEET**

Please Complete and Return This Form.

Company Name \_\_\_\_\_

Company's Authorized Agent \_\_\_\_\_ Signature \_\_\_\_\_

1.	Project Contracting Entity	
	Description/Scope of Work (what product/service did you provide:	
	Completion Date:	
	Was work subcontracted?	___ Yes ___ No # of Days worked _____
	Subcontractor's name:	
	Project Location(s)	
	Project Manager/Superintendent:	
	Phone:	
	Email:	
	Contract Amount:	
2.	Project Contracting Entity	
	Description/Scope of Work (what product/service did you provide:	
	Completion Date:	
	Was work subcontracted?	___ Yes ___ No # of Days worked _____
	Subcontractor's name:	
	Project Location(s)	
	Project Manager/Superintendent:	
	Phone:	
	Email:	
	Contract Amount:	
3.	Project Contracting Entity	
	Description/Scope of Work (what product/service did you provide:	
	Completion Date:	
	Was work subcontracted?	___ Yes ___ No # of Days worked _____
	Subcontractor's name:	
	Project Location(s)	
	Project Manager/Superintendent:	
	Phone:	
	Email:	
	Contract Amount:	

**ATTACHMENT XI:**

**Contractor Contact Information**

Contractor's Name: \_\_\_\_\_

Contractor's Local Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Name of persons to contact when placing an order:

Name/Title \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Name/Title \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Name/Title \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**NO PROPOSAL SHEET  
FOR REQUEST FOR PROPOSAL TO RFP NO. NCT-2018-10  
RECYCLING PROGRAM TECHNICAL ASSISTANCE  
PROPOSAL CLOSING DATE: MAY 17, 2018**

**Attn: Jane Rogers, Procurement Specialist**

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

**NCTCOG  
Attn: Jane Rogers, Procurement Specialist  
616 Six Flags Drive  
Arlington, Texas 76011  
{or fax to above address}**

**Please check the items that apply:**

- Do not sell the item(s) required.**
- Cannot be competitive.**
- Cannot meet the Specifications highlighted in the attached Bid.**
- Cannot provide Insurance required.**
- Cannot provide Bonding required.**
- Cannot comply with Indemnification requirements.**
- Job too large.**
- Job too small.**
- Do not wish to do business with the NCTCOG.**
- Other reason: \_\_\_\_\_**

Company Name: \_\_\_\_\_

Authorized Officer or Agent Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

FAX Number: \_\_\_\_\_