



North Central Texas  
Council of Governments

**REQUEST FOR PROPOSALS**  
**For**  
**HOME CARE MEDICAL SUPPLIES & DURABLE MEDICAL EQUIPMENT**  
**RFP # 2018-25**

Sealed proposals will be accepted until **2 PM Local Time August 2, 2018** and then publicly opened and read aloud thereafter.

The North Central Texas Council of Governments ("NCTCOG") seeks an experienced firm to provide consumable health & hygiene care supplies and medical equipment merchandise. The purpose of this Request for Proposals ("RFP") is to solicit responses that result in a contract with a qualified vendor.

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Legal Name of Proposing Firm

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Contact Person

Title

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Telephone Number

E-Mail Address

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Street Address of Principal Place of Business

City/State

Zip

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Complete Mailing Address

City/State

Zip

Acknowledgment of Addenda Received: #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_

By signing below, your company agrees that they have read and agreed with the General Terms and Conditions, Instructions to Respondents and the solicitation requirements. Failure to submit all requested information may result in rejection of your company's proposal as non-responsive.

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Authorized Signature

**PLEASE USE THIS PAGE AS THE COVER SHEET FOR YOUR PROPOSAL**

## **SECTION 1: GENERAL INFORMATION**

### **1.0 SCOPE OF WORK**

The intent of this RFP is to establish a contract for the purchase of various types of home healthcare equipment and supplies for use by elderly persons living in the 14 counties surrounding Dallas and Tarrant Counties. The items will be ordered by NCTCOG staff on an as-needed basis. The awarded contractor is responsible for providing and delivering the items to the client's residence.

For proposal purposes, a comprehensive and detailed list of expectations can be found under **Section 2: Specifications**.

### **1.1 PERIOD OF PERFORMANCE**

A contract will be awarded for a period beginning October 1, 2018, and terminate September 30, 2023. Because any resulting contract(s) will be on an as needed basis, and subject to available funding, there will be no guarantee of any expenditure on any of the resulting contract(s).

Either Party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice.

### **1.2 PRE-SOLICITATION CONFERENCE**

There is not a Pre-Solicitation Conference scheduled.

### **1.3 QUESTIONS**

Questions arising subsequent to the issuance of this solicitation should be submitted to [coberrender@nctcog.org](mailto:coberrender@nctcog.org) prior to **5 PM, July 26, 2018**. Questions received after this time may not be answered in a timely manner. Please reference the solicitation number and name when submitting questions. Questions and answers of a material nature will be consolidated and provided to plan holders of record and on Bid Sync, at the conclusion of the inquiry period.

### **1.4 SOLICITATION SCHEDULE**

The proposed contracts are estimated to be awarded in August 2018.

### **1.5 PROPOSAL SUBMISSION**

Please submit one (1) hard copy and one (1) electronic copy (on a USB flash drive) of your response to:

By UPS, FedEx: North Central Texas Council of Governments  
Agency Administration Department  
Attn: Charles Oberrender  
616 Six Flags Drive, Centerpoint II  
Arlington, TX 76011

By mail: North Central Texas Council of Governments  
Agency Administration Department  
Attn: Charles Oberrender  
PO Box 5888  
Arlington, TX 76005-5888

**IMPORTANT: Mark SEALED PROPOSAL with the RFP Number, Name, and Due Date on the outside of the shipping package. Failure to do so may result in a misdirected package. Faxed, emailed or late proposals will be ineligible and not accepted for consideration.**

It is the responsibility of the respondent(s) to ensure that the proposals is received at the NCTCOG address as described above by the designated due date and time. NCTCOG assumes no responsibility for delays caused by postage, mail courier, email, package misdirection or any other form of delivery. Late proposals will be not be opened nor considered in the evaluation of the proposal. Proposals may be withdrawn at any time prior to the submittal deadline, but they may not be withdrawn after the official

opening.

Proposals received will be publicly opened after the response submission deadline at NCTCOG offices. Persons wishing to attend the opening should notify the receptionist upon arrival. A staff member will escort attendees to the opening location prior to the opening. Only the names of the vendor submitting the proposal will be read aloud. No other information will be disclosed at that time.

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

## **SECTION 2: SPECIFICATIONS**

### **2.0 OVERVIEW**

The intent of this RFP is to establish a contract for the purchase of various types of home healthcare equipment and supplies for use by elderly persons living in the 14 counties surrounding Dallas and Tarrant Counties. The items will be ordered by NCTCOG staff on an as-needed basis. The awarded contractor is responsible for providing and delivering the items to the client's residence.

The RFP covers the following categories:

- a percent discount from list price for a catalog for supplies, materials and equipment;
- a not-to-exceed hourly labor rate for assembly of equipment requiring same;
- delivery charge for assembled items.

Vendor may propose any combination of categories. NCTCOG reserves the right to select the proposal offering the most advantageous combination, with price and other evaluation criteria considered. Proposer should answer all questions related to each item on which Proposer wishes to propose, and either leave the questions for other items unanswered (blank) or indicate "No Bid." The NCTCOG will consider items individually and make awards on each item independently,

Examples of items historically purchased are:

Grab bars	Trach vents
Raised toilet seats	Pedal exercise machine
Bath benches	Hair care products
Adult diapers	Bath products
Commode rails	Catheters
Shower chairs	Drain bags,
Adult cleansing wipes	Pill organizers
Incontinence shields,	Bed tables
Chux pads	Egg crate mattress pads
Walkers	
Wheelchairs	Over the counter medications
Abdominal binders	Bandages
Bathroom scales	Glucose test strips
Bath mats	Insulin syringes
Latex gloves	Sure hand dishes & utensils
Grabbers	Bedding & pillows
Blood pressure monitor	Nutrition drinks
Bed rails	Cushions
Hospital gowns	Oximeter
Enemas	Med-e-lerts
Gauze pads	

These items will be ordered and then delivered directly to the residence of the client being served by the NCTCOG. Packaged consumables may be drop shipped. However, certain equipment items, such as wheelchairs, walkers, raised toilet seats, etc., may require assembly before they may be used. If vendor chooses to offer assembly, it shall be billable by either a flat rate or an hourly labor rate, with those rates stated on the attached pricing sheet. When assembly is ordered, the items must be assembled, and delivered to the client residence. Delivery may be by courier or common carrier. Vendor understands that delivery may be requested to any location within the 14 county service area of the NCTCOG. When delivery is added, it shall be billable by either a flat rate or mileage rate, in accordance with the rates stated on the attached pricing sheet. The cost of assembly and delivery shall be included in the applicable product invoice. The cost of freight for drop shipped items shall be Freight Prepaid and Allowed.

Unless otherwise specified, the specifications of the items herein are intended to be non-proprietary, and should be construed as such. Catalog numbers, brand names, or manufacturer product or reference numbers used in the item specifications in this RFP are intended to be descriptive, not restrictive. These references, as well as "approved brands and/or models" listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

Where specific brands or models are identified, Proposer is encouraged to propose the exact item specified, in addition to an alternate brand or model with equal/equivalent functionality or features where appropriate or necessary.

Along with their proposal, the proposer shall complete and submit the Sample Market Basket Pricing worksheet. This worksheet is for evaluation purposes only, and in no way reflects the actual description or quantities of items to be purchased under this contract. In all cases, Proposals must identify the manufacturer, brand, model, etc., of the item being offered. For Proposals on "equal/equivalent" items other than the specified "approved brand and/or model," Proposer must supply a complete description and sufficient data for the Cooperative to properly analyze the product being proposed, including its functionality and features. In order to conduct such analysis, the Cooperative may request samples for items other than "approved brands and/or models." If the specification identifies a specific brand or model for any item and Proposer fails to identify the manufacturer, brand, model, etc., for that item, the NCTCOG will assume Proposer is proposing on the exact brand and model identified in the specification, and if awarded a contract, Vendor must furnish the exact brand name, model, etc., as specified.

The estimated annual value of this contract is \$100,000.00; however, this estimate should not be construed to be a guarantee of either minimum or maximum since usage is dependent upon actual needs and available funding.

An awarded vendor must supply the awarded products and services at the awarded discount structure and hourly rate, as applicable, for the duration of the contract and honor all orders by the NCTCOG.

Vendors are to propose pricing for each product category on the attached Price Sheet. If a vendor proposes more than one price level for the category, then the vendor must clearly state the difference in price levels, either by manufacturer or product type, along with the specific price level for each.

## **2.1 DELIVERY**

Unless otherwise provided for in the Proposal, all products must be packaged in containers that are new, appropriately designed for the product, and sturdy enough to protect the product during loading, transit, unloading, and storage, and be suitably packed to secure the lowest transportation costs.

Vendor is responsible for paying all freight, delivery, handling and other charges incurred in transporting and delivering products to a client, and for the risk of loss until the product is delivered to and accepted by the client.

Delivery may be by common carrier, postal service, or other private delivery service. Delivery must occur within 5 – 7 business days after receipt of order. Awarded vendors shall use their best efforts to comply with this delivery timeline. However, if the vendor cannot fulfill the emergency delivery requirements, the Cooperative member may procure the products or services from alternative sources without penalty.

Consumable supplies are to be drop shipped FOB Destination Freight Prepaid and Allowed. Equipment that is assembled and delivered will be shipped FOB Destination with the added charge for delivery as stated on the Pricing Sheet submitted by the Proposer.

## **2.2 CONTRACT TYPE**

This is a “sealed proposal” based on discount off catalog or price list and may contain a not-to-exceed hourly labor rate. All discount percentages shall remain firm for the duration of the contract. In the event of price decreases, such price decreases shall be allowed for all products. A copy of, or link to, the vendor’s catalog/pricelist must be submitted with the Proposal.

By signing this Proposal, the Proposer certifies that the proposing entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals, or licenses, necessary for lawful performance of its obligations under this contract.

## **2.3 WARRANTY/GUARANTY**

All products purchased under this contract shall be new and free from defects.

## **2.4 PRICING**

If this Proposal Invitation requires “discount from catalog” pricing, Proposer must quote a single discount percentage to be applied to all items in Proposer's published catalog. Proposer must submit the catalog or published pricelist with the Proposal, and is encouraged to submit this information via electronic format.

Proposer will not include freight, transportation and delivery charges or costs or sales tax in Proposal pricing.

## **2.5 QUALITY**

Products must be new condition, and must be warranted in the same manner. Factory seconds, used, remanufactured or refurbished items are not acceptable.

Any deviation from the specifications should be clearly noted by the Proposer and explained in detail in the Proposal submitted. Unless the deviation submitted is accepted in writing by NCTCOG, the NCTCOG will hold Proposer accountable to perform in strict accordance with these Terms and Conditions and the item specifications as written.

## **2.6 ALL OR NOTHING AWARD**

“All or nothing” Proposals are not acceptable and will be rejected. Proposer must be willing to accept a partial award for any combination of the items or services proposed, and must be willing to share the business with any other successful Proposers.

The NCTCOG may award contracts to multiple Proposers supplying comparable products or services, also known as a multiple award schedule, or award the contract to a single Proposer.

The NCTCOG’s decision to make multiple awards or a single award will be based upon its sole discretion regarding the type of award that provides best value.

## **SECTION 3: PROPOSAL RESPONSE**

### **3.0 OUTLINE**

Your proposal must be concise and in an outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and tabbed to comply with the following sections:

#### **TAB A LETTER OF TRANSMITTAL**

The letter of transmittal will consist of:

- I. The completed page 1 of this solicitation document.
- II. A brief statement of the respondent's understanding of the work to be done and a summary of its qualifications.

#### **TAB B EXECUTIVE SUMMARY**

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

#### **TAB C KEY PERSONNEL**

Attach resumes for all managers, supervisors, and other team members who will be involved in the management of the delivery of goods or services under this RFP. Where applicable, provide a general explanation and chart which specifies project leadership and reporting responsibilities, and how the team will interface with NCTCOG and Participating Entities' project management and team personnel. Designate specific contact person(s) for the following: procurement process, negotiating potential contracts, conducting presentations/interviews, reporting, and who will be the primary point of contact for receiving Requests for Services from Participating Entities.

#### **TAB D TECHNICAL PROPOSAL**

This section should constitute the major portion of the submittal and must contain a specific response to the specifications outlined in **Section 2**. Failure to provide written response that addresses all items indicated in the specifications may be interpreted as an *inability* by the firm to provide the requested goods or services. Cut sheet or detailed specification sheets may be attached to provide necessary detail. The following items (as applicable) should be addressed:

1. Description of the products or services which the Proposer is able to provide. This may include a link to a catalog or website.
2. Description of the Proposer's process for responding to an order for product or services.
3. Description of the Proposer's process for delivering orders to the respective customer. Include a timeline indicating average number of business days between receiving an order, shipping an order, and confirming an order has been received by the client.
4. Description of the Proposer's customer satisfaction services, to include any warranty and/or repair capabilities.
5. Description of the Proposer's invoicing process.
6. Any assumptions made in responding to the requirements.
7. Any exceptions to the requirements. If there are no exceptions, Proposer shall explicitly state that no exceptions are taken to any part of this RFP. Offer must be in compliance with stated term and conditions unless NCTCOG accepts identified exceptions of the Proposer.
8. Any special features or services the Proposer is proposing in response to the requirements that are included within the pricing provided.

#### **TAB E REFERENCES**

Include at least three recent references for customers (preferably public agencies) for whom you have provided the goods or services similar to those requested in this solicitation. Please include the organization's name, address, contact person, phone number, and email address for each

reference. NCTCOG reserves the right to contact or visit any of the respondent's current and/or past customers to evaluate the level of performance and customer satisfaction.

**TAB F REQUIRED DOCUMENTS**

Please include signed copies of all ATTACHMENTS (beginning with ATTACHMENT I) appended to the back of this solicitation document.

**TAB G PRICE**

Respondents shall complete the Pricing Sheet and Market Basket worksheet for their goods or services. This will be presented as unit cost price and a percent discount off list price per the applicable category.

**SECTION 4: PROPOSAL RESPONSE**

**4.0 PROPOSAL EVALUATION CRITERIA**

The criteria to be used to evaluate submissions are as follows:

<b>Criteria Factors</b>	<b>Points</b>
Extent To Which The Goods Or Services Meet Requirements Herein	40
Experience & Qualifications	15
Purchase Price	40
HUB Status	5

# Pricing Sheet

Item #	Description	Name of Catalog/Pricelist	Exceptions	Percent (%) Discount off Price List	Unit/Rate
1	Incontinence Products				
2	Oral Nutrition Products				
3	Supplies				
4	Bath Safety				
5	Other Consumable Items				
6	Assembly Charge				
7	Delivery Charge for Assembled Items				
	*Please clearly specify the unit and cost per unit.				

Note if you are proposing more than one discount per product line, then please state accordingly and provide the relevant link to the additional catalogs.

I understand that consumable supplies are to be drop shipped FOB Destination Freight Prepaid and Allowed. Equipment that is assembled and delivered will be shipped FOB Destination with the added charge for delivery as stated on the Pricing Sheet submitted by the Proposer.

\_\_\_\_\_  
Proposer Signature & Date



Sample Market Basket Pricing

Your Proposed Pricing

Item #	Qty	UM	Description	Brand/Model Bid	Unit	Unit Price	Extension
1	90	Ea	Shower Chair, with back, non-padded, Moen DN7030		\$		\$
2	80	Ea	Transfer Bench, shower, adjustable, Moen CSIDN7065		\$		\$
3	70	Ea	Grab Bar, wall mount, 18", stainless steel, ProFlo PFGB16PF2		\$		\$
4	70	Ea	Grab Bar, wall mount, 24", stainless steel, ProFlo PFGB24PF2		\$		\$
5	70	Cs	Underpads, Chux, absorbent bed/chair/pads, 23" x 36", Kendall Tendersorb 7176, 150/case		\$		\$
6	70	Ctn	Nutrition Shake, Ensure Original, 8 oz., 24/ctn		\$		\$
7	60	Pk	Washcloths, heavyweight cleansing, 8" x 8", SAGE Products Comfort, 8 cloths/pack		\$		\$
8	160	Cs	Diaper, adult, pull up, extra absorbent, S-XL, Tena Brand, 64/cs		\$		\$
9	70	Ea	Shower, handheld, w 8 ft hose, shutoff button, Rinse Ace model 3520		\$		\$
10	50	Pk	Wipes, premoistened, large, Tena 65724, 48/pk		\$		\$
11	50	Pk	Abdominal Binder, 3 panel, fits 30-45", washable, A-T Surgical, pk		\$		\$
12	30	Ea	Grab Bar, wall mount, 12", stainless steel, ProFlo PFGB12SF2		\$		\$
13	30	Ea	Grab Bar, wall mount, 18", stainless steel, ProFlo PFGB18SF2		\$		\$
14	30	Ea	Grab Bar, wall mount, 30", peened steel, ProFlo PFGB30PF2		\$		\$
15	30	Ea	Shower Chair, without back, non-padded, Moen DN7025		\$		\$
16	30	Cs	Underpads, Chux, absorbent bed/chair/pads, 17.5" x 24", Kendall Tendersorb 7105, 300/case		\$		\$
17	60	Bx	Pad, Incontinence, Ultra Thin, Poise Regular Length Moderate, 20 pads/box		\$		\$
18	20	Pk	Underwear, Depend brand, womens, large, moderate absorbency, 19 count/pkg		\$		\$
19	20	CS	Underwear, Depend brand, mens, large, maximum absorbency, 68 count/case		\$		\$

Item #	Qty	UM	Description	Brand/Model Bid	Unit	Unit Price		Extension	
20	40	Pk	Drink, high protein, chocolate, Boost brand, 8 oz, 24/pk			\$		\$	
21	15	Ea	Shampoo, No Rinse brand, 16 oz., each			\$		\$	
22	10	Ctn	Nutrition Shake, Ensure Plus, 8 oz., 24/ctn			\$		\$	
23	10	Pk	Drink, glucose control, strawberry, Boost brand, 8 oz, 16/pk			\$		\$	
24	12	Bx	Pad, Incontinence, Ultra Thin, Poise Regular Length Maximum, 48 pads/box			\$		\$	
25	5	Ea	Toilet Seat, raised, removable arms, 300 lb. capacity, Drive brand			\$		\$	
Total								\$	

# **STANDARD TERMS AND CONDITIONS**

## **SECTION 1: OVERVIEW**

### **1.0 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 surrounding the cities of Dallas and Fort Worth. Currently the Council has 236 members, including 16 counties, 168 cities, 23 independent school districts, and 29 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 7.0 million, which is larger than 30 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 17-member Executive Board. The Board also includes one ex-officio non-voting member of the legislature. The Executive Board is supported by policy development, technical advisory, and study committees, as well as a professional staff.

## **SECTION 2: GENERAL INFORMATION**

### **2.0 CONTRACT INTENT**

NCTCOG intends to contract with one or more qualified vendor(s) based upon the qualifications of the respondent and the categories of services it is able to provide. However, NCTCOG anticipates exploring any viable alternative for providing these services and may decide, after reviewing Proposals submitted, not to enter into any agreement.

### **2.1 ADMINISTRATIVE GUIDANCE**

The information provided herein is intended to assist respondents in the preparation of proposals necessary to properly respond to this solicitation. The solicitation is designed to provide interested respondents 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. Respondents 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 solicitation.

### **2.2 ADDENDA**

Addendums to this solicitation will be emailed only to plan holders of record. Addendums will also be posted on [www.bidsync.com](http://www.bidsync.com). However, it is the vendor's responsibility to check for any addenda that may be issued for this solicitation. Please acknowledge receipt of addenda by checking the appropriate spaces on the cover sheet of this RFP.

## **SECTION 3: EVALUATION AND AWARD**

### **3.0 TIME FOR EVALUATION**

Unless stated otherwise elsewhere in this Request for Proposals, all proposals of qualification submitted shall remain valid for a minimum of 90 calendar days after the due date to allow adequate time for evaluation and award.

### **3.1 EVALUATION PROCESS**

All submissions in response to this solicitation will be evaluated in a manner consistent with the NCTCOG and all applicable rules and policies.

A proposal review committee will be assembled to perform the evaluations. In the initial phase of the evaluation process, the evaluation committee will review all proposals that have been received before the solicitation due date. Nonresponsive submissions (those not conforming to the solicitation requirements) will be eliminated. Each respondent bears sole responsibility for the items included or not included in the response submitted by that respondent. NCTCOG reserves the right to disqualify any submission that includes significant deviations or exceptions to the terms, conditions, and/or specifications in this solicitation.

Once proposals have been submitted, the NCTCOG evaluates the proposals and determines which of those are determined to be reasonably qualified for award. Those so determined will be reviewed and scored. Best and final offers ("BAFO") for those reasonably qualified may be obtained by allowing the submission of a BAFO before the final decision is made to award a contract.

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.

### **3.2 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.

### **3.3 AWARD OF THE CONTRACT**

Upon completion of the evaluation process, NCTCOG may award the contracts to one or more respondent(s) whose submission is determined to be the most advantageous to NCTCOG.

## **SECTION 4: GENERAL TERMS AND CONDITIONS**

### **4.0 TERMS**

- 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 solicitation does not commit NCTCOG to a purchase contract, or to pay any costs incurred in the preparation of such response.
- 4.04 Unless the respondent specifies in the proposals, NCTCOG may award the contract for any items/services or group of items/services in the solicitation 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 ninety (90) 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 respondent(s) selected and such contracts negotiated as a result of this solicitation 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 respondents recorded in the official record (Distribution Log/Receipts Record) as having received or requested solicitation.

- 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 respondent's relevant performance and/or qualifications; and to request additional information from any and all respondents.
- 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 respondent'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 Respondent 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 Respondent shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause the respondent'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 respondent. The copying, paraphrasing, or other use of substantial portions of the work product of others and submitted hereunder, as original work of the respondent 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 solicitation is to ensure uniform information in the selection of proposals and procurement of services. This solicitation 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 proposals submission may become a contractual obligation, if selected for award of a contract. Failure of the respondent to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to the successful respondent as a basis for release of proposed services at stated price/cost. Any damages accruing to NCTCOG as a result of the Respondent's failure to contract may be recovered from the respondent.
- 4.17 A contract with the selected respondent 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 selection process. This includes, but is not limited to, disputes, claims, protest of award, source evaluation or other matters of a contractual nature. Respondent agrees, to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this process informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 4.19 At all times during the term of a contract resulting from this procurement, the contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, and shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this contract to do likewise. The contractor may cause the insurance to be effected in whole or

in part by the sub-contractors or sub-subcontractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

1. Workers' Compensation: Statutory limits and employer's liability of not less than \$100,000 for each accident.
2. Commercial General Liability:
  - a. Minimum Required Limits:  
\$1,000,000 per occurrence;  
\$3,000,000 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: \$1,000,000 combined single limit.
4. Professional liability:
  - a. Minimum Required Limits:  
\$1,000,000 Each Claim  
\$1,000,000 Policy Aggregate

4.20 Contractor shall defend, indemnify, and hold harmless NCTCOG, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to the contract; (ii) breach of any obligation, warranty, or representation in the contract, (iii) the negligence or willful misconduct of contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by contractor and/or its employees or subcontractors of any right of a third party; provided, however, that contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any losses are the result of NCTCOG's gross negligence or willful misconduct.

4.21 It is expressly understood and agreed by both parties that, if the performance of any provision of a contract resulting from this procurement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of the contract to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.

4.22 The Texas Legislature has adopted House Bill 1295. In summary, 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 prior to the award of certain contracts. 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 emailed 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).

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

## **SECTION 5: ATTACHMENTS**

- 5.0 **Attachments.** Please complete and submit with your proposal the attachments that follow.

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

**Compliance with the Solicitation**

Submissions must be in strict compliance with this solicitation. Failure to comply with all provisions of the solicitation 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 proposals. The insurance requirements are outlined in Section 4 - General Terms and Conditions.

Name of Organization/Contractor(s):

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Signature of Authorized Representative:

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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 solicitation 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 solicitation and will comply with all the terms and conditions as stated; and furthermore that I, \_\_\_\_\_ (typed or printed name) certify that I am the \_\_\_\_\_ (title) of the corporation, partnership, or sole proprietorship, or other eligible entity named as offeror and respondent herein and that I am legally authorized to sign this offer and to submit it to the North Central Texas Council of Governments, on behalf of said offeror by authority of its governing body.

Name of Organization/Contractor(s):

\_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

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

**ATTACHMENT III:  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false Proposals, 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 qualifications 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 IV:  
CERTIFICATION REGARDING LOBBYING**

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

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

Name of Organization/Contractor(s):

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Signature of Authorized Representative:

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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 Proposal 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 Proposal;

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

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

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

Name of Organization/Contractor(s):

\_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

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

**ATTACHMENT VI:  
CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST**

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

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the contractor is a member of the NCTCOG.

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

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

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

Name of Organization/Contractor(s):

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Signature of Authorized Representative:

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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.

# 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

**ATTACHMENT VII:  
CERTIFICATION OF FAIR BUSINESS PRACTICES**

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

Name of Organization/Contractor(s):

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Signature of Authorized Representative:

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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 certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal 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

IRS Tax 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 businesses enterprises (M/W/DBE) are encouraged to participate in the solicitation 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 solicitation.**

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:**  
**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