REQUEST FOR PROPOSAL (RFP)
Fiber Optic Broadband Market Analysis and Cost Study
RFP Number: 2018-BB-12

DATE ISSUED: Thursday, August 23, 2018

QUESTIONS DEADLINE: Friday, September 14, 2018 @ 2:00 P.M. CST

CLOSING DATE: Tuesday, September 25, 2018 @ 4:00 P.M., CST

FORMAT: Five (5) printed copies of the Proposal, one (1) printed original signed in BLUE ink, and one (1) electronic copy in .pdf format on USB

SUBMIT TO: Deep East Texas Council of Governments
Attn: Broadband RFP
210 Premier Drive
Jasper TX 75951

Those responding to this solicitation may elect to either mail, ship, or personally deliver their proposals to DETCOG offices. DETCOG will not accept any proposals delivered by telephonic, electronic or facsimile means.

Proposals must be received by and will be opened on the date and time specified in this RFP as the Closing Date. DETCOG will date-stamp all proposals upon receipt. Proposals received after the deadline date and time will not be accepted. Respondents may submit their proposal to the DETCOG office any time prior to the deadline. The response opening is open to the public. Information regarding award can be obtained by public information request after award is made.

Please submit any questions regarding this solicitation in writing or by e-mail to the DETCOG at Respond@DETCOG.org by the date and time specified in this RFP as the Questions deadline. Questions received after the deadline date and time will not be answered.
All clarifications and interpretations to this Solicitation will be in writing and identified as a Letter of Clarification. Verbal communications and other written documents intended to clarify and interpret will not legally bind DETCOG. Only information supplied by a Letter of Clarification and posted to the DETCOG website should be used in preparing Proposal responses. Any Letter of Clarification will be posted on the DETCOG website (http://www.detcog.org/AboutDETCOG/JobsRFPs/tabid/71/Default.aspx) as soon as they are available.

DETCOG does not assume responsibility for the receipt of any Letters of Clarification by Proposer(s). Proposers should periodically check the website for updates.

**Note:** Submission must be signed by a duly authorized representative(s) of the respondent, which must be the actual legal entity that will perform the contract if awarded and any total fixed price contained therein will remain firm for a period of one-hundred eighty (180) days following the response due date and can be further extended by mutual written agreement.

Submission of a response will constitute acknowledgement and acceptance of all the terms and conditions contained in this RFP. Respondents, their authorized representative, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of this RFP at the time a response is submitted to DETCOG.
PART I – GENERAL INFORMATION

Organization Background

The Deep East Texas Council of Governments and Economic Development District (DETCOG) was organized in 1966 and is a voluntary association of Counties, cities, independent school districts, river authorities, special districts and sustaining private industry members in a 12-county region of Deep East Texas. The region covers an area of 10,383 square miles and includes approximately 385,000 citizens. DETCOG is governed by a Board of Directors composed of representatives of member local governments. All DETCOG programs are carried out under the policy direction of its Board of Directors.

DETCOG envisions a Deep East Texas region where all people have the skills and opportunities they need to achieve their individual dreams; a Deep East Texas where people enjoy good health, are safe and secure from harm, and share a quality standard of living – a Deep East Texas where we and future generations can enjoy our bountiful natural resources. By combining the resources of our local governments, the Deep East Texas Council of Governments and Economic Development District provides a window of opportunity for helping its citizens improve their quality of life.

Project Background

The DETCOG Board of Directors approved an amendment to re-allocate and distribute all remaining Hurricane Ike De-Obligated Non-Housing Funds (currently estimated to be $513,323.00) as well as any additional Hurricane Ike Non-Housing funds which may become available as follows: Allocate all funds to the Deep East Texas Council of Governments and Economic Development District (DETCOG) to fund a market analysis and cost study, to be used in development of a fiber optic broadband network to provide high-speed internet and data services to all 12 counties of the Deep East Texas Region.

Objective/Purpose

DETCOG is seeking consultant services to conduct a broadband feasibility study and develop a comprehensive economic development and community telecommunications strategy. The study will identify the preferred method, projected cost, and funding model to provide reliable high-speed broadband internet service to all areas of the DETCOG region, and provide a cost-benefit analysis for each of the 12 counties and for the region as a whole. DETCOG reserves the option to include additional related services in the resulting vendor contract after reviewing vendor proposals. A more detailed description of the desired deliverables is provided in the following sections of this document.

Special Note to Responders

This project will be funded by Hurricane Ike Round 2.2 Disaster Recovery Funds which DETCOG will receive through a contract with the Texas General Land Office (GLO). Final execution of a contract to perform the services described in this RFP is contingent upon the execution of the contract between GLO and DETCOG.
Solicitation Schedule

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
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<tbody>
<tr>
<td>Date RFP Issued</td>
<td>Thursday, August 23, 2018</td>
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<tr>
<td>Questions from Proposers due to DETCOG</td>
<td>Friday, September 14, 2018</td>
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<tr>
<td>Proposals Due</td>
<td>Tuesday, September 25, 2018</td>
</tr>
<tr>
<td>Contract Start Date (estimated)</td>
<td>Thursday, November 01, 2018</td>
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Scheduled Time Frame

The contract will be for a period not to exceed eight (8) months beginning November 1, 2018. DETCOG reserves the right to extend and/or expand the scope of this contract, subject to DETCOG Board of Directors approval and/or additional funding availability.

Funding Agreement Terms and Conditions

DETCOG reserves the right to require specific modifications to proposals accepted for funding before agreeing to negotiate contracts including specific items to bring the proposal into compliance with the U.S. Department of Housing and Urban Development (HUD), Texas General Land Office (GLO), other Federal or State laws or regulations, requirements of this Request, or DETCOG policies.
DETCOG Service Area

Regional Statistics Information

- 12 Counties
- 43 Cities (includes utilities-electric/water/gas)
- Population = approximately 385,000 (132,906 homes / 6395 businesses)
- 15 Public Safety Access Points (PSAPs) in the Regional 9-1-1 Network
- 24 Police Departments
- 22 Other Dispatch Centers (not 9-1-1 PSAPs)
- 50 public school districts with 150+ campuses
- 11 Hospitals
- 30+ Additional Healthcare Organizations/Facilities
- 4 G&T Electric Cooperatives, 6 Distribution Electric Utilities
- 2 Higher Education Institutions (13 locations including extension campuses)
PART II – SCOPE OF WORK

Broadband Vision Statement

The vision of the DETCOG is to provide a world-class telecommunication infrastructure to our region for the 21st century and beyond, facilitated by new access to the public’s local telecommunications assets. Broadband is a critical service for quality of life and economic development. Every home, business, nonprofit organization, government entity, and education institution should have the opportunity to connect affordably, easily and securely. Broadband services will be shaped by the values of the community. The DETCOG intends to empower its citizens and local businesses to be network economy producers, not just consumers of network information and data services. This requires access to gigabit-class broadband infrastructure to support these needed services and capabilities. DETCOG is looking for innovative solutions that will provide a cost-effective and rigorous path forward to present value to potential stakeholders, and to the region as a whole. Consideration that the region is rural and funding is limited is a priority to incorporate into development of the infrastructure.

The consultant will be expected to provide detailed, actionable guidance for the planning and implementation of a successful fiber-optic broadband network to provide high-speed internet and data services. DETCOG will rely on the experience and creativity of firms to design proposals and provide services that successfully complete the following general project phases:

Phase 1: Stakeholder Identification, Outreach, and Project Planning

1. Evaluate the current and future demand for broadband products and services in the DETCOG region through a range of efforts and methodologies, including, but not limited to, conversations with:
   a. Public and private stakeholders (e.g. local businesses, governments, schools, health care providers, utilities, other interested consumers and interest groups);
   b. Broadband providers regarding the demand for, and adoption of, their products;
2. Identification of existing or planned fiber assets or ongoing projects in the region that can be leveraged.
3. Strategy sessions to discuss best practices in municipal broadband network planning, design, construction, funding, and schedule.
4. Creation and development of public information and outreach materials to convey the messages and concepts of the strategy sessions to identified stakeholders.
5. Establishment of project goals, objectives, timelines, and milestones.

Phase 2: Research, Evaluation, and Analysis

- Research and evaluate the current supply of broadband communications assets, products and services in the region through a range of efforts and methodologies identified by the successful firm, and obtain the use of LiDAR/GIS technology or identify how to obtain existing GIS or aerial imagery for data collection and extraction to develop the planning infrastructure.
- Perform market analysis or survey to evaluate demand from residents and businesses; consider how DETOG may utilize existing cooperative public/private broadband services, while enhancing service quality, synchronous speeds, cost-effectiveness and competition the DETCOG region.
- At a point in the analysis that proves most advantageous, prepare and aid in the administration of an exploratory Request for Information (RFI) that will be distributed to potential partners to gauge private interest in using public infrastructure to expand broadband services in the DETCOG region.
The DETCOG considers this an expeditious, “real-time” input to the overall analysis that will enhance its value and actionability.

**Phase 3: Preliminary Design**

Using the results of the entire analysis, develop a comprehensive preliminary design that:

- Formulates a cost-benefit analysis and plans for a high-speed broadband network to serve each of the 12 counties in the DETCOG region, including suggested areas for infrastructure placement;
- Formulates a broadband strategy for each of the 12 counties in the DETCOG region which would allow for improved broadband service in each county as part of the broader regional plan;
- Presents alternatives for deploying broadband services throughout the community, assuming the use of any existing fiber infrastructure or other available telecommunications assets;
- Considers a wide continuum of business models and highlight associated costs for expansion, maintenance and operations;
- Proposes a maintenance strategy and action plan which includes best management practices and procedures to protect assets;
- Proposes a pricing, marketing, management strategy, and action plan for the regional fiber network. The proposed model, strategy and action plan should be financially sustainable, providing for long term solvency and security;
- Identifies other funding options that may be available to the DETCOG to support the development and maintenance of its broadband infrastructure, including grants, contracts, etc.;
- Includes estimated budget and funding recommendations;
- Includes an analysis of economic impact and growth;
- Includes recommendations for long term network management, operation and ownership; Includes detailed financial information including funding sources, investment structures, and returns on investment.

**Final Contract Deliverable**

Develop comprehensive final plan document which includes detailed documentation, at a minimum, for all phases requested in this RFP; including, but not limited to, a table of contents including sections for broadband implementation plan goals and objectives; communications to include summaries of all strategy sessions and stakeholder meetings and outreach communications; research and evaluation documentation and reporting of market analysis or surveys; final design documents including, but not limited to, construction plans, specifications, business models, maintenance and ownership strategy and/or action plans; budgeting, investment structures, and funding options; infrastructure deployment approach with schedule/timelines. The final plan documentation must be adequately detailed in all planning phases of the project which allows DETCOG may fully comprehend, review and approve. The documents must be submitted in a format acceptable to DETCOG.

If requested, the consultant will assist DETCOG with the development of an RFP and selection of an internet service provider(s) for municipal services.

**Post Award Meeting**

DETCOG reserves the right to require the awarded respondent attend a post award meeting with DETCOG staff and/or other designated persons at DETCOG offices in Jasper, Texas or another location within the DETCOG region thirty (30) calendar days after the award. The purpose of the meeting will be to discuss the terms and conditions and to provide additional information regarding the work tasks and
requirements. Awarded respondent and DETCOG will identify specific goals, strategies and activities planned for meeting particular program area objectives.

PART III – SUBMISSION OF PROPOSAL

A. Instructions for Submission

Number of Copies - Please submit Five (5) printed copies of the Proposal, one (1) printed original signed in BLUE ink, and One (1) electronic copy in .pdf format on USB/CD, in a sealed envelope bearing the assigned Project Number, located on the first page of the RFP. Those responding to this solicitation may elect to either mail, or personally deliver the proposals to DETCOG offices.

Submission by Mail
Respondents may mail proposals to:
Deep East Texas Council of Governments
Attn: Broadband RFP
c/o DETCOG
210 Premier Drive
Jasper TX 75951

Submission by Hand Delivery
Proposals may be delivered by hand to the DETCOG offices Monday through Friday, 8:00 A.M. to 5:00 P.M., CST.

Deep East Texas Council of Governments
Attn: Broadband RFP
c/o DETCOG
210 Premier Drive
Jasper TX 75951

DETCOG shall bear no responsibility for submitting responses on behalf of any Proposer. Proposer(s) may submit their proposal to DETCOG any time prior to the stated deadline.

Submission of proposal will constitute acknowledgement and acceptance of all the terms and conditions contained within this RFP.

Proposers, their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of this RFP at the time a proposal is submitted to DETCOG.

Time for Submission - Proposals must be submitted no later than the date and time indicated for submission in the RFP. Late submittals will not be considered and will be returned.

Format - Proposal should be left-bound with information on both sides of the page when appropriate. Material should be organized following the order of the submission requirements separated by labeled tabs. Expensive paper and bindings are discouraged since no materials will be returned.

Complete Submission - Proposers are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Incomplete proposals may lead to a proposal being deemed non-responsive. Non-responsive proposals will not be considered.
Deeep East Texas Council of Governments & Economic Development District

Packaging and Labeling- The outside wrapping/envelope must clearly indicate the RFP Title and date and time for submission. It must also indicate the name of the proposer and the following statement:

"SEALED PROPOSAL - DO NOT OPEN IN THE MAIL ROOM"

Timely delivery of Proposals- the Proposal must be delivered by hand or sent to the DETCOG through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFP. Include the RFP number on any package delivered or sent to DETCOG and on any correspondence related to the Proposal. If using an express delivery service, the package must be delivered to the designated building. Packages delivered by express mail services to other locations might not be re-delivered in time to be considered.

Late Proposals- the proposer remains responsible for ensuring on-time delivery of all submission requirements regardless of whether the delay is caused from the U.S. Postal Service, courier delivery services or any other act or circumstance. Late proposals will not be considered and will be returned.

PART IV - PROPOSAL CONTENTS

Proposals must include the information described below. Staff resumes and any additional forms should be included as an appendix to the submittal and do not count towards any section page limits noted below.

A. Cover Letter

This letter should include a summary of key aspects of the organizations or the individuals’ qualifications and should also include the primary contact name, physical and mailing address and other physical locations, if any, telephone number, and email address of the primary contact and must be signed by an individual with the authority to legally represent the proposer to the work proposed by the organization. (Maximum 2 pages)

B. Methodology and Approach

Describe your overall approach to fulfilling the tasks and objectives included in this RFP. A project timeline must be submitted reflecting milestones and durations for each task to be completed to successfully implement the proposed solution. A final schedule of these tasks will be mutually agreed upon after a contractor is selected. The timeline should illustrate key milestones and anticipate necessary meetings with DETCOG staff. (Maximum 3 pages)

C. Project Organization and Management

A project organization and management plan should be developed. The plan should include project staffing with an indication of the personnel to be involved, their respective roles, and person-hours by task dedicated to the project. A general summary of the approach to be used in accomplishing the work should be given, describe functions and responsibilities of the staff involved. Proposals should clearly delineate all individuals, by names and titles that will be working on this plan and their areas of responsibility. If substitutes or back-up personnel are planned on a contingency basis, they should be indicated in the plan. DETCOG requests the prime contract signatory be specified, with title, to facilitate the preparation of the contract. (Maximum 5 pages)
D. Responsibility and Qualifications

The project manager and other key staff members must be specified and a clear indication given as to their involvement in the project. Brief resumes of staff members, including field staff, should be included. Substitutions for essential personnel will not be allowed without DETCOG prior approval and resulting delays will be the responsibility of the respondent. DETCOG retains the right to request the removal of any personnel found, in DETCOG’s opinion, to be unqualified to perform the work. (Maximum 10 pages)

E. Project Staff List (Appendix A)

Please complete to identify the proposed project staff members (including any proposed subcontractors) that will assist the DETCOG with this project. Indicate the percent of time each staff member will be dedicated to the project and each member’s years of experience in the areas covered by this RFP. Add additional lines as necessary for each instance of the list. Use your word processing application’s copy and paste functions to create additional copies of the table as necessary.

F. Fee Schedule and Cost Proposal

Provide a detailed fee schedule and project cost proposal as follows: The proposal must contain a fee schedule and detailed cost proposal that includes estimated hours, rates, and overall price (including all estimated travel and ancillary expenses). (Maximum 1 page)

G. References

The respondent shall submit a list of at least three (3) public sector client references and examples of previous work performed for those references listed to substantiate the qualifications and experience requirements for all similar services completed in comparable implementation size and minimum requirements like those of the DETCOG. References shall illustrate respondents and project manager’s ability to provide the services outlined in the scope of services. References shall include name, point-of-contact, telephone number, and dates services were performed. The response will be disqualified if DETCOG is unable to verify qualification and experience requirements from the respondent’s references. The DETCOG’s proposal evaluation team will be the sole judge of references. (Maximum 3 pages)

H. Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Affirmation

Proposer must identify the small and minority businesses, women's business enterprises, and labor surplus area firms’ participation level and the role that each small and minority businesses, women's business enterprises, and labor surplus area firm will have in the project implementation. Since small and minority businesses, women's business enterprises, and labor surplus area firms proposed are considered part of the team, the Proposer must include all relevant information necessary to effectively perform the evaluation of the proposal as it relates to the submission requirements listed in this section. Nothing in this provision will be construed to require the utilization of any small and minority businesses, women's business enterprises, and labor surplus area firm that is either unqualified or unavailable. Failure to conduct this effort may result in response to solicitation being considered non-compliant/non-responsive and response being disqualified.

I. Other
Submit any information the Proposer deems pertinent to demonstrating its qualifications to perform the services being requested such as memberships in any professional associations, documents, examples, and others. (Maximum 10 pages)

**PART V – TERMS AND CONDITIONS**

By submitting a proposal, respondent agrees that it has read and fully intends to comply with the terms and conditions contained in this solicitation document as applicable to any subsequent contract or funding agency requirements or agreements.

**A. DETCOG Terms and Conditions**

1. DETCOG will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.
2. All materials submitted to DETCOG, including any attachments, appendices, or other information submitted as a part of a proposal, are considered public information, unless otherwise noted in the proposal itself as a trade secret or proprietary information, and become the property of DETCOG upon submission and may be reprinted, published, or distributed in any manner by DETCOG according to open records laws, requirements of the US Department of Labor and the State of Texas, and DETCOG policies and procedures. DETCOG is not responsible for the return of creative examples of work submitted.
3. DETCOG will not be held accountable if material from responses is obtained without the written consent of the contractor by parties other than DETCOG, at any time during the evaluation process.
4. Contract Termination:
   a. **Convenience**
      DETCOG may terminate this Agreement in whole or in part without cause at any time by written notice by certified mail to the Consultant whenever for any reason DETCOG determines that such termination is in the best interest of DETCOG. Upon receipt of notice of termination, all services hereunder of the Consultant and its employees and subcontractors shall cease to the extent specified in the notice of termination. In the event of termination in whole, the Consultant shall prepare a final invoice within 30 days of such termination reflecting the services actually performed which have not appeared on any prior invoice. Such invoice shall be satisfactory to the Executive Director or his designee. DETCOG agrees to pay the Consultant, in accordance with the terms of the Agreement, for services actually performed and accruing to the benefit of DETCOG, less payment of any compensation previously paid.

   The Consultant may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to DETCOG. The Consultant may not give notice of cancellation after it has received notice of default from DETCOG. In the event of such termination prior to completion of the Agreement provided for herein, DETCOG agrees to pay services herein specified on a prorated basis for work actually performed and invoiced in accordance with the terms of this Agreement, less payment of any compensation previously paid.

   b. **Default**
      DETCOG may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement in any one of the following circumstances:

      (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreement so that completion of the services herein specified within the agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by DETCOG in writing) after receiving written notice by certified mail of default from DETCOG.

In the event of such termination, all services of the Contractor and its employees and subcontractors shall cease and the Contractor shall prepare a final invoice reflecting the services actually performed pursuant to the Agreement which have not appeared on any prior invoice. Such invoice must be satisfactory to the Executive Director of DETCOG or his designee. DETCOG agrees to pay the Contractor, in accordance with the terms of this Agreement, for services actually performed and accruing to the benefit of DETCOG as reflected on said invoice, less payment of any compensation previously paid and less any costs or damages incurred by DETCOG as a result of such default, including incremental costs that DETCOG will incur to have the Agreement completed by a person other than the contractor.

B. Anti-Competitive Behavior

Proposer will not collude, in any manner, or engage in any practice, with any other Proposer(s) which may restrict or eliminate competition or otherwise restrain trade.

C. Contact by Proposer

To ensure a fair and competitive environment, direct communication between DETCOG employees other than the RFP Contact or any party able to create an unfair advantage to Proposer or disadvantage to other Proposers with respect to the RFP process, or the award of a Contract is strictly prohibited. This restricted period of communication begins on the issue date of the solicitation and for Proposer(s) not selected for award ends with the conclusion of the protest period identified in the RFP document and for Proposers(s) selected for award ends with the Contract execution. This restriction does not apply to communications to other DETCOG employees during a Pre-Proposal conference or other situations where the RFP Contact has expressly authorized direct communications with other staff. A Proposer who intentionally violates this requirement of the RFP process or otherwise deliberately or unintentionally benefits from such a violation by another party may have its Proposal rejected in accordance with DETCOG Procurement Policy.

Proposer(s) will not offer any gratuities, favors, or anything of monetary value to any official or employee of DETCOG (including any and all members of the evaluation committee) for the purposes of influencing consideration of any proposal.

D. Updates to the Request for Proposal

Any changes, corrections, additions, or deletions made to this Request for Proposal will be posted to the DETCOG website (http://www.detcog.org/AboutDETCOG/JobsRFPs/tabid/71/Default.aspx). It is the responsibility of proposers to check the website for any possible changes.

E. Interpretation of Specifications
The specifications and/or product references contained herein are intended to be descriptive rather than restrictive. DETCOG is soliciting proposals to provide a complete service package which meets its overall requirements. Specific services and collection references may be included in this RFP for guidance, but they are not intended to preclude proposers from recommending alternative solutions offering comparable or better performance or value. Results of informal meetings or discussions between a potential Proposer and DETCOG official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

F. Ownership of Materials

Ownership of all data, materials and documentation originated and prepared for DETCOG pursuant to this RFP and the resulting contract will belong exclusively to DETCOG.

G. Suspension and Debarment

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that it is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

H. Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(2) The contractor agrees to report each violation to the DETCOG and understands and agrees that the DETCOG will, in turn, report each violation as required to assure notification to the Texas General Land Office, The Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.
(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by HUD.

I. Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
(2) The contractor agrees to report each violation to the DETCOG and understands and agrees that the DETCOG will, in turn, report each violation as required to assure notification to the Texas General Land Office, The Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.
(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by HUD.

J. Procurement of Recovered Materials
(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

   (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
   (ii) Meeting contract performance requirements; or
   (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

K. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area firms

DETCOG’s goal is to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.213 Respondent must make and demonstrate a good faith effort to include small and minority businesses, women’s business enterprises, and labor surplus area firms’ participation under a contract. Respondent’s good faith effort must include the following affirmative steps:

1) Placing qualified small and minority businesses and women’s business enterprises on solicitation list;

2) Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;

3) Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;

4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;

5) Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. Failure to conduct this effort will result in response to solicitation being considered non-compliant/non-responsive and response being disqualified.

L. Payment Terms

DETCOG’s standard term of payment is Net 30 Days from the date of the invoice. If discounts for accelerated payment are offered, it must be clearly indicated in the proposal. However, agreements subject to funding from various sources could delay payment for at least ninety (90) days. This project will be funded with Hurricane Ike Disaster Recovery funds which flow to DETCOG through the Texas General Land Office. Payments will be made within fifteen (15) business days of DETCOG’s receipt of funds from the General Land Office.

M. Access to Records
The following access to records requirements apply to the contract:

(i) The contractor agrees to provide DETCOG, The Texas General Land Office, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(ii) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(iii) The contractor agrees to provide the DETCOG Executive Director or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

N. Conflict of Interest Questionnaire (If awarded a contract)

Chapter 176 of the Texas Local Government Code requires contractors and consultants contracting or seeking to contract with DETCOG to file a conflict of interest questionnaire (CIQ) if they have an employment or other business relationship with an DETCOG officer or an officer’s close family member. The required questionnaire and instructions is located on the DETCOG website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf DETCOG officers include its Board of Directors and Executive Director, who are listed on its website. The CIQ must be completed and filed with a bid/proposal response if an employment or business relationship defined in the law exists.

O. Certificate of Interested Parties Form – Form 1295 (If awarded a contract)

Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. A copy of the filed form must be provided to DETCOG with the proposal response.

P. DETCOG Responsibilities

DETCOG is responsible for project administration and final decisions on all contractual matters. All responses to inquiries about the RFP and attachments will be posted on the DETCOG website as often as possible. Visit http://www.detcog.org/AboutDETCOG/JobsRFPs/tabid/71/Default.aspx to access the RFP page. DETCOG has sole discretion and reserves the right to cancel this RFP or to reject any or all proposals received prior to the contract award. DETCOG reserves the right to waive any formalities concerning this RFP, or to reject any or all proposals or any part thereof.

Q. Title VI Requirements

The (Title of Recipient), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in
response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

R. Equal Employment Opportunity


The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

S. Compliance with Federal Law, Regulations, and Executive Orders

Respondent’s attention is called to the fact that any contract between DETCOG and the selected respondent(s) will be subject to financial assistance contracts between the DETCOG and the General Land office and the Department of Housing and Urban Development (HUD). The contract to be awarded, therefore, is subject to the terms of these agreements and will not proceed without these agreements having been duly executed. The successful respondent will be required to comply with, in addition to other provisions of the agreement, the conditions required by applicable federal regulations, including those regulations which must be documented in the proposal, as indicated the Proposal Contents section of this RFP.

Contractor will comply will all applicable federal law, regulations, executive orders, HUD policies, procedures, and directives.

T. Byrd-Anti Lobbying Amendment


U. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;  
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;  
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;  
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;  
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

V. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding $100,000 or a Federal loan or loan guarantee exceeding $150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly.

W. Management Plans/Consortiums, etc.

Consortiums, joint ventures, or teams submitting proposals will not be considered responsive to this RFP unless they have demonstrated in a management plan that all contractual responsibility rests solely with one prime contractor or legal entity of the team. A duly authorized official of the prime respondent must sign the cover letter and other pertinent certifications.

X. Insurance

Proposer must provide professional liability, general liability and property insurance in amounts sufficient to cover applicable contractual liability, protect program equipment, and facilities. Proposer must ensure that any owned, leased, or non-owned automobiles used in performance of any contractual agreement by Proposer’s employees or agents are covered by sufficient automobile liability insurance. Proposer further represents to DETCOG that it either has Workers’ Compensation insurance in the amount required by statute or is self-insured for Workers’ Compensation coverage under statute. All insurance certificates, policies, and binders must be maintained by Proposer at its program site for review by DETCOG at any time, and a copy must be provided to DETCOG upon contract award.
Y. Drug-Free Workplace

Proposer must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. DETCOG may request a copy of this policy upon contract award.

Z. Publicity

Any publicity released by the Respondent giving reference to this contract, whether in the form of press releases, brochures, photographic coverage, or verbal announcement shall be issued only with pre-approval of DETCOG.

AA. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

BB. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to the contract.

CC. Resolution of Protested Solicitations and Awards

1. Procedure

a. Any actual or prospective Bidder, Offeror or Contractor who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement.

b. In order for an above mentioned party to enter the grievance process, a written complaint must be sent to the Executive Director of DETCOG by certified mail within seven calendar days which identifies the following:

   (1) Name, mailing address and business phone number of the complaint.
   (2) Appropriate identification of the procurement being questioned.
   (3) A precise statement of reasons for the protest.
   (4) Supporting exhibits, evidence or documents to substantiate any claims.

c. The grievance must be based on an alleged violation of DETCOG Procurement Procedures, State or Federal law (if applicable) or applicable grant or contract agreements to which DETCOG is a party. Failure to receive a procurement award from DETCOG in and of itself does not constitute valid grievance. Upon receipt of a grievance, the Executive Director of DETCOG will initiate the informal resolution process.

2. Expedited Resolution
a. The Procurement Officer or Department Manager responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from the date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Executive Director with specifics on each point addressed in the original complaint.

b. If the Procurement Officer or Department Manager is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Executive Director immediately. The Executive Director will review all documentation. All interested parties will be given written notice of the date, time and place of the hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

3. Appeals

a. The complainant may appeal the Executive Director’s decision by submitting a written appeal, within five (5) working days, to the President of the Board of Directors of DETCOG. The DETCOG President, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. DETCOG’s Executive Committee of the Board of Directors has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

b. The decision reached by the Board of Directors or designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

c. Appeals of DETCOG decisions to a grantor agency are limited to violations of federal law or regulations and the standards of Section __.36 of the Uniform Administration Requirements for Grants and Cooperative Agreements to State and Local Governments; and violations of DETCOG’s protest procedures for failure to review a complaint or protest.

d. Protests received by the grantor agency, other than as specified above, are to be referred to DETCOG. Such appeal may be made only after exhausting all administrative remedies through DETCOG. DETCOG shall disclose all information regarding a protest to the grantor agency.
PART VI - EVALUATION AND SELECTION PROCESS

An evaluation committee may consist of representatives from DETCOG and other stakeholders, and will score the proposal responses to the RFP in accordance with the evaluation criteria listed below. DETCOG may utilize the services and expertise of paid or unpaid consultants to advise and assist in the evaluation.

Each criterion is given a weight totaling 100%, proposals are scored on a raw score scale of 1-5 and proposals are then ranked on the total of the weighted score.

Upon completion of the initial evaluation, the committee may develop a short list of Proposers. The short-listed Proposer(s) may be scheduled for a structured interview. Such presentation will be at no cost to DETCOG. At the end of the oral presentation, demonstration and/or interview, the evaluation of the short-listed Proposer(s) will be completed, and the evaluation committee will rank each proposal on the total combined score. The oral presentations, demonstrations and/or interviews may be recorded and/or videotaped.

At the end of the oral presentation, demonstration and/or interview, the evaluation of the short-listed Proposer(s) will be completed, and the evaluation committee will rank each proposal on the total combined score of the written proposal and the oral interview.

The evaluation committee reserves the right to contact respondents for clarification of information submitted and to contact references to obtain information regarding past performance, reliability and integrity.

A. Selection Process

Upon review of all information provided by proposers, the evaluation committee will rank each proposal on the total score of the written proposal. DETCOG intends to select a proposal that best meets the needs of DETCOG, and other stakeholders to be determined. However, the Final approval and selection of award lies with the Board of Directors.

B. Contract Award

A recommendation will be presented to the DETCOG Board of Directors for approval to negotiate, and execute, a contract with the ranked Consultants in descending order. However, the final approval and selection of award lies with the Board of Directors. DETCOG reserves the right to delay that date as needed and to reject any and all proposals as deemed in its interest.

C. Debriefing

Requests for a debriefing must be made within one week of notification of non-selection. DETCOG reserves the right to not conduct debriefings if requests are made after that time. This procedure is NOT available to proposers who did not participate in selected ITBs or RFPs, to non-responsive or non-timely proposers/bidders, or when all proposals/bids are rejected.

D. Oral Presentation/Demonstration and/or Interview

The evaluation committee reserves the right to request and require that each Proposer provide a final presentation of its proposal at a scheduled date and time. No Proposer is entitled to this opportunity, and no proposer will be entitled to attend presentations of any other Proposer. The purpose of the
presentations is to inform the work of the evaluation committee. If necessary, Proposers may be required to make more than one presentation or demonstration.

E. Best and Final Offer

DETCOG reserves the right to request a Best and Final Offer from finalist Proposer(s), if it deems such an approach necessary. In general, the Best and Final Offer would consist of updated costs as well as answers to specific questions that were identified during the evaluation of Proposals. If DETCOG chooses to invoke this option, Proposals would be re-evaluated by incorporating the information requested in the Best and Final Offer document, including costs, and answers to specific questions presented in the document. The specific format for the Best and Final Offer would be determined during evaluation discussions. Turnaround time for responding to a Best and Final Offers document is usually brief (i.e., five (5) business days).

F. Evaluation Criteria

- **Responsiveness to Proposal (Pass/Fail)**

Proposal must be responsive to all material requirements that will enable the evaluation committee to evaluate proposals in accordance with the evaluation criteria so as to make a recommendation to DETCOG officials. This includes a signed RFP signature page by a person authorized to bind the company to any contract/purchase order that may result from this Solicitation; and demonstrated ability to meet the small and minority businesses, women’s business enterprises, and labor surplus area firm participation, or a documented “good faith effort” provided. **Failure to conduct this effort may result in response to solicitation being considered non-compliant/non-responsive and response being disqualified.**

- **Qualifications, Experience and Capability (40%)**

Experience, qualifications and capability of personnel as evidenced by Appendix A, statement of experience and resumes, demonstrated effective organizational structure and relevant experience on similar project as demonstrated by at least three (3) references to previous, similar work in comparable implementation size and minimum requires like those of the DETCOG.

- **Methodology and Approach (20%)**

The proposal delineates an effective technical approach and methodology to achieving project objectives and demonstrates a clear understanding of the tasks to be undertaken in this RFP. Timeline is acceptable and illustrates key milestones.

- **Project Management, Organizational Structure and Key Personnel (20%)**

The Consultant (team) must have a qualified Project Manager. Proposal must demonstrate an effective organizational structure. Key personnel assigned to the project must possess the necessary qualifications and be available to perform the work within the project time frame and budget.

- **Cost Proposal (20%)**

The cost proposal is cost-effective and within budget, detailed, and in line with regards to proposed methodology and approach. The proposal contains a fee schedule that includes reasonable estimated hours, rates, and overall cost (including all estimated travel and ancillary expenses).
PART VII – INSTRUCTIONS TO PROPOSERS

A. Pre-Proposal Conference

A Pre-proposal conference will not be held for this solicitation.

B. Inquiries and Additional Information

Respondents can submit questions in writing or by e-mail to Respond@DETCOG.org by the date and time specified in this RFP as the Questions deadline. Questions received after the deadline date and time will not be answered.

No telephone inquiries will be accepted or considered. The DETCOG will respond as completely as possible to each question. Questions and answers will be posted on the DETCOG website (https://www.detcog.net/rfps-rfqs) as soon as they are available. The names of prospective vendors who submit questions will not be disclosed.

C. Letter(s) of Clarification

All clarifications and interpretations to this Solicitation will be in writing and identified as a Letter of Clarification. Verbal communications and other written documents intended to clarify and interpret will not legally bind the DETCOG. Only information supplied by a Letter of Clarification and posted to the DETCOG website should be used in preparing Proposal responses. Any Letter of Clarification will be posted on the DETCOG website (If requested, the consultant will assist DETCOG with the development of an RFP and selection of an internet service provider(s) for municipal services.) as soon as they are available.

DETCOG does not assume responsibility for the receipt of any Letters of Clarification by Proposer(s). Proposers should periodically check the website for updates.

D. Examination of Documents and Requirements

Each Proposer will carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.

Before submitting a Proposal, each Proposer will be responsible for making all investigations and examinations that are necessary to ascertain conditions affecting the requirements of this RFP. Failure to make such investigations and examinations will not relieve the Proposer from obligation to comply, in every detail, with all provisions and requirements of the RFP.

E. Modification of Proposal (Before Submission Deadline)

Respondents may modify proposals that have already been accepted by providing a written modification to DETCOG. However, no proposals may be modified after the deadline for submission.

F. Non-Responders to RFP

If unable to submit a proposal, please contact DETCOG in writing advising the reason for not submitting a proposal. Reasons for non-response to the RFP may be submitted to:

Respond@DETCOG.org
PART VIII – CHECKLIST OF REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL

☐ A. Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Affirmation Form (Appendix B)
☐ B. Signed RFP Signature Page (located on Page 2)
☐ C. Staff Project List – Appendix A

IX - REQUIRED FORMS IF AWARDED A CONTRACT

A. Certification Regarding Debarment
B. Conflict of Interest (if a conflict exists)
C. Verification of filing – Form 1295

This RFP does not commit DETCOG to award a contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a response to this request. The response will become part of DETCOG’s official files without any obligation on DETCOG’s behalf. All proposals will be held confidential from all parties other than DETCOG, until after such time as a contract is awarded; then responses will be available to the public.
### Appendix A – Project Staff List

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<th>Staff Member Name</th>
<th>(Please note sub-contracting firm’s name if applicable)</th>
<th>Title</th>
<th>Percent of Staff member’s time dedicated to project</th>
<th>Number of years in broadband consulting</th>
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Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Affirmation

SCHEDULE OF PARTICIPATION / GOOD FAITH EFFORT**

DETCOG’s goal is to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with the federal procurement requirements of 2 CFR §200.213 Contractor must make and demonstrate a good faith effort to include small and minority businesses, women’s business enterprises, and labor surplus area firms’ participation under a contract.

Contractor’s good faith effort must include the following affirmative steps:

1) Placing qualified small and minority businesses and women’s business enterprises on solicitation list;
2) Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3) Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5) Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Important Note: Failure to conduct this effort will result in response to solicitation being considered non-compliant/non-responsive and response being disqualified.

Solicitation #: __________________________ Solicitation Title: __________________________

Prime Contractor __________________________ Small/Minority/Women Business/Labor Surplus Entity __________________________

The above named Small/Minority/Women Business/Labor Surplus Entity named above intends to perform work for the referenced prime contractor for the referenced project to provide the following goods/services: (Please complete one form for each entity).

Description of goods/services to be provided

The undersigned affirms that s/he is a duly authorized official representing the proposed Small/Minority/Women Business/Labor Surplus Entity and affirms that its certification has not expired nor been revoked. (Attach certification letter.)

The undersigned both certify and agree that they will enter into a formal agreement upon execution of the contract for the above referenced project pursuant to all conditions noted in attached documents, swearing and affirming under the pains and penalties of perjury, that the foregoing information and appropriate attachments are true to the best of their knowledge.

Small/Minority/Women Business/Labor Surplus Entity __________________________ Prime Contractor __________________________
Authorized Signature __________________________ Authorized Signature __________________________

Date __________________________ Date __________________________

**If Small/Minority/Women Business/Labor Surplus Entities are not applicable or available, please complete page 2 and submit “good faith effort” compliance documentation.

Last Revised: April 2017
“Good Faith” Effort Compliance Documentation - Prime Contractors must provide documentation to support a “good faith” effort in the solicitation of Small/Minority/Women Business/Labor Surplus Entity. A Prime Contractor is a business concern that enters written agreements directly with the entity which includes agreements to provide services (including engineering and legal), supplies, equipment and construction. The submission of documentation to support a “good faith” effort in the solicitation of Small/Minority/Women Business/Labor Surplus Entity is required if no Small/Minority/Women Business/Labor Surplus Entity is available or applicable to the proposed contract.

Documentation may include the following:

1) Copies of announcements/postings in newspapers or other media for specific contracting/subcontracting opportunities. Include language in announcements/postings that Small/Minority/Women Business/Labor Surplus firms are encouraged to bid;
2) Copies of announcements/postings of contracting/subcontracting opportunities in trade publications or minority media that target Small/Minority/Women Business/Labor Surplus Entity firms;
3) Documentation of sources used to identify potential Small/Minority/Women Business/Labor Surplus Entity firms;
4) Documentation of contacts with Small/Minority/Women Business/Labor Surplus Entity firms, including the firm name, address, telephone number dates of phone calls, letters and the contact results;
5) Copies of direct solicitation letters sent to all Small/Minority/Women Business/Labor Surplus Entity firms;

Searches should be done of potentially qualified Small/Minority/Women Business/Labor Surplus firms. From these lists, identify those firms in your area to directly solicit. Solicit firms that you would reasonably expect to respond and submit a quote. To ensure credit for good-faith outreach efforts, document the searches executed and the results of the searches, describe criteria used to determine who on the list(s) to directly solicit (i.e. zip code, distance, etc.) and describe any other resources used to seek qualified Small/Minority/Women Business/Labor Surplus Entity firms.

Solicitation #: ___________________________ Solicitation Title: ___________________________

________________________________________
Prime Contractor

The undersigned certifies that it has taken the required affirmative steps and the participation of Small/Minority/Women Business/Labor Surplus businesses is not applicable or available for the above referenced project pursuant to all conditions as noted in the attached documentation which supports a “good faith effort”, swearing and affirming under the pains and penalties of perjury, that the foregoing information and appropriate attachments are true to the best of their knowledge.

_______________________________________
Prime Contractor
Authorized Signature

_______________________________
Date

Last Revised: April 2017
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires the Deep East Texas Council of Government (DETCOG) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors/providers.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Houston-Galveston Area Council or other federal department or agency, may pursue available remedies, including suspension and/or debarment.

2. The potential contractor shall provide immediate written notice to the person to whom this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.


4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Houston-Galveston Area Council or other federal department or agency, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? _____ YES _____ NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered contracts and in solicitations for all covered subcontracts.

6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Deep East Texas Council of Government, or other federal department or agency, as applicable, may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate which statement applies to the covered potential contractor:

— The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.

— The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL CONTRACTOR

VENDOR ID NO./FEDERAL EMPLOYER ID NO.

Signature of Authorized Representative

Printed/Typed Name of Authorized Representative

Date

Title of Authorized Representative
INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.

2. The inability of a contractor to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such contractor from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective contractor shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).

6. The prospective contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required, to check the Non-procurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
CONFlict of interest questionnaire

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.

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 is being disclosed.

   Name of Officer

4. Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

   A. Is the local government officer or a family member of the officer 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 or a family member of the officer AND the taxable income is not received from the local governmental entity?

      □ Yes □ No

5. Describe each employment or business relationship that the vendor named in Section 1 maintains with 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.

6. □ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7. ____________________________ ____________________________

   Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:
(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
(B) a transaction conducted at a price and subject to terms available to the public; or
(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):
(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
   (2) the vendor:
      (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that
         (i) a contract between the local governmental entity and vendor has been executed; or
         (ii) the local governmental entity is considering entering into a contract with the vendor;
      (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:
         (i) a contract between the local governmental entity and vendor has been executed; or
         (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.008(a) and (a-1)
(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
   (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
   (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
   (3) has a family relationship with a local government officer of that local governmental entity.
(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
   (1) the date that the vendor:
      (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
      (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity;
   (2) the date the vendor becomes aware:
      (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
      (B) that the vendor has given one or more gifts described by Subsection (a); or
      (C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015
# CERTIFICATE OF INTERESTED PARTIES

<table>
<thead>
<tr>
<th>FORM 1295</th>
</tr>
</thead>
</table>

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1. Name of business entity filing form, and the city, state and country of the business entity’s place of business.

2. Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3. Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

<table>
<thead>
<tr>
<th>Name of Interested Party</th>
<th>City, State, Country (place of business)</th>
<th>Nature of Interest (check applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Controlling</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Intermediary</td>
</tr>
</tbody>
</table>

5. Check only if there is NO Interested Party. 

6. AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said , this the day of , 20 . to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY