



CONCHO VALLEY

COUNCIL OF GOVERNMENTS

REQUEST FOR PROPOSAL

Concho Valley Transit District

San Angelo, Texas

On Board Video Surveillance Camera Systems

RFP #: CVCOG-21-Transit-P-0014

Contact:

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Contracts & Open Records Specialist

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Deadline for Questions: 07-29-2022

Deadline for Submission: 3:00 p.m. 08-19-22

PART 1 GENERAL INFORMATION

1.1 Agency Information

The Concho Valley Council of Governments (CVCOG) is a voluntary organization of local governments to foster a cooperative effort in resolving problems, policies, and plans that are common and regional. Included in the CVCOG are the following departments:

- Area Agency on Aging
- Foster Grandparents
- Senior Companions
- Concho Valley Transit District
- 211 Texas
- Criminal Justice
- Homeland Security
- IT
- Aging & Disability Resource Center
- 911 ER Communications
- CV Economic Development District
- Solid Waste
- CVCOG Administration

Concho Valley Council of Governments is a political subdivision of the State of Texas, hereafter shall be referred to as CVCOG.

Operating in conjunction with CVCOG, the Concho Valley Transit District (CVTD) is a political subdivision of Texas that Texas Transportation Code Chapter 458 authorizes, and therefore receives state funds for transit services. CVTD serves as a rural transit district (RTD) for 12 counties in central and western Texas, including Coke, Concho, Crockett, Irion, Kimble, McCulloch, Menard, Reagan, Schleicher, Sterling, Sutton, and Tom Green Counties. In 2006, CVTD took over the responsibility from the City of San Angelo to provide public transportation for the San Angelo urbanized area (UZA), and CVT serves as an urban transit district (UTD) as well.

1.2 Background

Concho Valley Transit District's (CVTD) transit program provides general public transportation to the urban and non-urbanized areas across West Texas for access to employment, education, shopping, recreation, health care and social services. Curb-to-curb traditional demand response service is available to our passengers who request pick-ups and or drop-off.

CVTD Transportation Services include Fixed Routes throughout San Angelo that connect the general public to more than 110 bus stop locations across six main routes that include Angelo State University and Goodfellow Air Force Base. CVTD also provides free rides throughout the rural counties of the Concho Valley, county to county, county to San Angelo, and San Angelo to county.

ADA (Americans with Disabilities Act) Paratransit is available through CVTD to persons with disabilities who are unable to navigate the Fixed Route System, reach destinations through Fixed Route, or reach the bus stop independently. This requires the individual and their physician to

fill out an application in order to receive curb-to-curb transportation. Similarly, CVTD also provides transportation for medical trips for those who are approved for Medicaid transportation. Furthermore, Seniors 65 years of age or older may benefit from Elderly and Disabled Transportation. While this is a grant funded service, and therefore temporary in nature; as available, CVTD is able to provide free curb-to-curb transportation for those who are eligible through disability or age.

1.3 **Request**

Concho Valley Council of Governments / Concho Valley Transit District is requesting proposals (RFP) for the configuration, development, manufacture, delivery, installation, training, and maintenance service of an On-Board Video Surveillance Camera System.

The specifications herein may not have addressed all functional elements of a vendor's product of technology. Such omissions are not intended to mean that we do not desire to have that functional element as part of the Camera system(s) to be purchased under this procurement. A full featured functionally Surveillance Camera System package is required.

1.4 **Proposed Services**

The purpose in soliciting Request for Proposals (RFP) is to secure a vendor(s) that will provide quality On-Board Video Surveillance Camera System to meet the rural and urban public transit service needs of Concho Valley Transit District. Please visit www.cvtd.org. Concho Valley Transit District is seeking an On-Board Wireless or Non-Wireless Video Surveillance Camera System that offers live streaming from a platform that will record from two (2) to four (4) views where strategically place cameras within the buses needed for the primary purpose of increasing safety to passengers and employees, by recording all incidents and accidents. An additional purpose is to conduct real time monitoring of driving staff.

The Camera system is to include, but not be limited to efficient design, installation, and user training of the needed equipment along with software and services.

Proposer should be aware that there are existing software products currently on each unit and must demonstrate compatibility or adequate integration with the existing products such as Ecolane.

All data must be stored on solid storage or a component with the primary capability to transfer data via a wireless connection, downloaded directly to the main office in San Angelo, TX. The proposed Camera System package must be able to store information for a minimum of 30 days and can have a back-up storage media capability. The proposed Camera System package shall include all equipment needed for "live streaming" and for the transfer of information to a remote location without attaching any additional equipment to the on-board system.

The current CVTD inventory of vehicles needing camera systems can be provided upon request.

Respondents interested in submitting proposals to CVTD for our growing needs in the future must have at least three (3) years of service delivery of systems to other transit agencies similar in size.

1.5 Pricing

Proposed prices or discounts offered to CVTD may be considered the Respondent's most favored Customer pricing. However, CVTD reserves the right to negotiate pricing. In the event that the Respondent offers or provides a decrease in price or an increase in discount to its customers for the same decrease in price or increase in discount for CVTD, CVTD recommends that the Respondent provide any price decrease or discount increase voluntarily.

Respondent must provide a pricing sheet for each product/service to provided and/or performed in response to this RFP, including a minimum of fifty (50) and a maximum of one hundred (100) wireless camera kits.

The Respondent will develop a list of equipment for each system requested. The Respondent will provide the brand name, part number, brief description, cost per item, estimated quantity, extended service price and unit costs. Respondent will include installation costs and the number of installations required for any additional discount installations, etc.

Respondent must acknowledge that a unit cost will be the cost per a complete system installed on each vehicle (either a two (2) camera system or a four (4) camera system based on vehicle sizes).

Respondent will list any other equipment and software that will be installed, as needed, and will list all equipment or services although there may be no additional charge and indicate the cost to be "0".

Respondent will label all costs as either one-time costs or recurring costs for each list of equipment items.

Additionally, for each list of equipment add a section labeled **Added Value**. Include the price per unit and the extended price for the quantity of each piece of equipment needed, and total price. The **Added Value** equipment shall have an explanation that supports the enhancement.

Shipping will be F.O.B. destination; therefore, unit prices are requested for delivery and must include all shipping, handling/delivery fees and fuel surcharges.

Prices will remain firm for the first year of the contract. For the subsequent years, CVTD will allow for a price increase not to exceed 5% from the previous year. The Contractor will submit to CVTD before September 1, of each subsequent year, the updated price list.

Purchase orders dated prior to September 1, of the subsequent years, must be honored at the price reflected on the order.

1.6 Requirements

1. Proprietary Specifications

The Respondent shall provide a specification sheet for each piece of equipment included in the design for the wireless on-board surveillance system and it shall be labeled "Wireless On-Board Video Surveillance Camera System Equipment". The specification sheets shall include

manufacturer, brand or trade name, product number and a description. The Respondent's descriptive literature can be provided as the description for the equipment. The Respondent shall also include the "Useful Life" of the equipment. "Useful Life" is the life expectancy of a particular item under normal circumstances; therefore, the length of time the selected equipment can be expected to perform allows CVTD to plan for future replacement of equipment.

2. Referenced Brand Example

Catalog, brand names, or manufacturer's references are descriptive only and indicate type and quality desired. Proposals on brands of like nature and quality will be considered. Respondent must show manufacturer, brand, or trade name, product number and provide descriptive information of product offered and include it with response.

3. Requirements

- The Proposal requires pricing per unit. Respondent guarantees product offered will meet or exceed specifications identified in the RFP.
- The Proposal will include all applicable and **valid license(s) required**.
- The Proposal shall be placed in an envelope completely and properly identified. Proposal must be received by CVTD by the time and date specified.
- Late Proposals shall be returned to Respondent unopened. Late Proposals will not be considered under any circumstances.
- Proposal prices will be firm for the first year of the contract period. CVTD will allow price increases beginning with the second (2nd) to fourth (4th) year not to exceed 5% each year. Rebates payable to the purchaser after the cameras are purchased should not be deducted from the Proposal price. Concessions of discounts which reduce the purchase price of the equipment may be deducted only if they are claimed on the RFP form and if they reduce the initial purchase cost of the camera systems.
- No proposal may be changed, amended or modified after it has been submitted or filed in response to this solicitation, except for obvious errors in extension or as part of the bidding process. However, a proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals. No proposal may be withdrawn after the submittal deadline without approval by CVTD, which shall be based on proposer's submittal in writing of a reason acceptable to CVTD..
- CVTD reserves the right to waive minor technicalities or variations to specifications.
- Failure to provide the required information with the Proposal may disqualify the Proposal from consideration for award in connection with this transaction.
- All Proposals must indicate brand name, manufacturer, brand or trade name, product number and a brief description of all equipment.
- All Proposals must include the documents listed in the RFP and address the Technical Specifications for each component.
- Facsimile Proposals are **NOT** acceptable and will not be considered for award.
- The following guidelines apply to Proposal procedures:

- Reference should be made to Proposal Due Date.
- Proposals should be submitted in a sealed envelope which is clearly marked as a Proposal, and the Proposal deadline date should be noted on the envelope.
- When Proposal is received, the envelope should be dated and time- stamped, which may be handwritten.
- Proposals should be received by the date and time that is shown on the face of the request for Proposals. Any Proposal received after the Proposal opening date and time cannot be considered and shall be returned unopened.
- Proposals shall not be publicly opened. All proposals will be kept strictly confidential throughout the evaluation, negotiation, and selection process. Only the members of the Evaluation Committee, and employees having a legitimate interest will be provided access to the proposals and evaluation results during this period.
- An Evaluation Committee will be established. The committee will make all decisions regarding the evaluations, determinations of responsible Respondents, the competitive range, negotiations, and the selection of the Respondents, if any, that may be awarded the Contract.
- Each Proposal will be evaluated in accordance with the requirements and criteria specified in the Proposal Evaluation Process.

4. References and Experience

Describe services your organization has provided to public or private entities in the past three (3) years that demonstrates your organization’s capability to carry out the proposed services to similar sized transit systems. Include the nature of the services provided, scope of activities, and the organization for which the service was provided.

Include a minimum of three (3) references from clients for whom similar services were performed or products were provided. Include Entity Name, Contact Name, Name of Position, Phone Number, Address, Dates of Contract, Project Description, and Annual Amount of Contract for each reference listed.

5. Key Personnel

Respondent will provide the name of its contact Person for this Project. Additionally, the Respondent will list the names and pertinent information requested of its Key Personnel.

1.7 Specifications

1. Wireless Communication System

The Contractor shall supply a secure wireless IP surveillance system to provide “live streaming” and an automatic transfer of data from the vehicle surveillance systems to the CVT Transit Operations computers without removing the storage media or connecting any external equipment. The Contractor shall conduct testing at the CVT Transit Operations location to identify the quantity of connection points needed so any video system on any transit vehicle can be connected without moving the vehicles.

The Contractor shall provide a minimal of a 2 camera on-board surveillance system for vehicle Type IV (SUV), VII (Mini-Vans) and Type IX (Vans); and a 4-camera on-board surveillance system for vehicle Types II and III, needing the wireless component.

The Contractor shall provide all wireless communication equipment, cables, backend equipment including servers, routers, DVRs, viewing software and any other equipment needed or highly recommended components to meet CVTD's objectives. The Respondent will provide the dimensions of the equipment as well.

2. Camera Selection for Wireless Systems

Of the factors that contribute to an optimal system design, resolution is the priority element followed by frame rate and retention time. Each camera shall produce a high-definition color quality image that records the true state of traffic signals and dashboard indicators, and clearly depicts the interaction occurring within/outside of the vehicle. Cameras shall be equipped with automatic mechanisms to ensure proper exposure under varying lighting conditions and produce an optimally recognizable picture.

Cameras should be placed in strategic points in each vehicle to be able to record crucial dialogue and physical interactions among riders, drivers, vehicle design and the external environment. Wide lens views should be available of the front of windshield facing the road/street, facing the entrance door, top front of vehicle facing back and one covering the wheelchair lift. However, the Respondent may present other recommendations along with the explanation for their selections.

Minimal Technical Specifications for Wireless Cameras

- Shall produce High-Definition images
- Shall be operable under varied temperatures
- Camera styles shall be interior Dome or Wedge. Shall have high impact shatterproof Dome or Wedge cover,
- Shall produce images in day and night, and other low light settings, that are comparable
- Date & time stamp shall be associated to the camera rather than the receiver
- The "live streaming" video and recorded video shall be comparable when viewing
- Audio and video shall be recorded simultaneously and be in sync for each camera view, and
- Any other equipment needed or highly recommended components to meet CVTD's objectives, and
- Shall explain the value-added enhancement that the highly recommended components will provide.

3. Digital Video Recorder

The DVR shall be of solid-state design recording and storing all footage on removable SD cards. However, the contractor designing the configuration of the technical equipment can make other recommendations and demonstrate the usage. The DVR shall record the full time that the vehicles are in operation for not less than 300 hours per month and shall store information up to 31 days without compromising the “live streaming” or the recordings as the storage fills up.

Minimal Technical Specifications for Wireless Cameras:

- a) Shall include a GPS feature for recording bus speed and coordinates
- b) Shall have an on-board, real-time clock that operates independently of the main power supply and will automatically adjust to daylight savings time
- c) Shall easily search, pause/freeze downloaded events
- d) Shall imprint on the video the date, time, driver/route ID, speed, right or left turns, and brake/blinker function plus additional inputs, for each separate camera view, and not interfere with action on the recording
- e) Shall record at the start of the engine and have a delay off, of a minimum of 10 minutes
- f) Shall have the capability of programing frames per second to record the normal mode activity and when “triggered” by an alarm will adjust the frames per second to record emergency situations
- g) Shall be capable of withstanding shock of at least 800gs resting or 200gs active
- h) Shall have no buttons or switches on exterior of DVR
- i) Shall record up to 8 indicators specifically the following: silent alarm, hard braking, warning lights, abrupt acceleration, turn signals/hazards, speed; the remaining will be determined at the time of installation
- j) Shall have a back-up battery that saves internal DVR settings/clock for a minimal of 5 years
- k) Shall have a panic/event button added for the driver’s use, and easily assessable to the driver
- l) Any other equipment needed or “value added” components to meet CVT’s objectives
- m) Shall explain the “value-added” enhancement.

4. System Data Storage and Security

The SD card or other comparable storage component must be securely locked and must hold up to at least 300 hours of recording. The recorded information shall be stored on board minimally for 31 days. Address proprietary features if any for the selected storage component.

5. Router

The Router shall have built-in WIFI so that driver tablets can be connected to for gathering ridership information and any other internet-based equipment that may be added later. The router shall be password protected and provide a high level of protection from outside threats.

6. System Health Monitor

The On-Board Video systems shall incorporate a visual component that indicates to the driver at “a glance” that the system is operable or not. The Wireless System shall be capable of electronically notifying the designated staff that it requires service.

7. Viewing Software: Retrieval, Viewing and Archiving Technical Specifications

Software shall run on windows-based platform and shall be included as part of the system at no extra charge as well as the updates. Shall be readily available by date, by hour and by minute as highlighted on the appropriate selection. Software shall be user friendly and have single or multiple camera capability for viewing. The GPS requires a mapping view that shall be separate from the camera views. The software shall allow the viewer to view the footage at a faster rate (minimal 16X) and slower rate (minimal 1/16X) than originally recorded. The software shall have a feature to allow the viewer to customize the length of the footage or archive it while still maintaining its protected format. Once archived to the computer hard drive or alternate storage i.e., CD or USB Memory Stick Storage device, the footage can be easily viewed using a window's-based platform for insurance or legal purposes.

8. Installation

The Respondent is responsible for the installation of the camera systems. This is an extremely crucial process, and the Respondent should include all necessary equipment needed to complete the wireless system as well as the individual camera systems. The Respondent's installer shall be familiar with the minimum requirements outlined by CVTD when selecting the settings for the components. Vehicles from the surrounding counties will be brought to the San Angelo location to install the camera equipment in an agreed upon schedule.

9. Training and Technical Support for Staff on the Wireless On-Board Surveillance Camera System

The Respondent shall be responsible to train designated personnel on the requirements specified at no additional charge. The Respondent will provide instructional manuals consisting of applicable equipment operation and maintenance manuals and supplemental notebooks consisting of additional drawings, procedures, and descriptive information. Materials shall be suited to the level of technical familiarity and operating environment of the training audience. Awarded Respondent will have an 800 toll-free technical support line at no additional charge.

Drivers and Users will receive practical training on equipment familiarization and systems operation. The minimum training is that which is necessary to bring those employees to proficiency required to perform their duties.

Fleet maintenance staff will receive practical training on equipment familiarization and systems operation. Maintenance training shall commence during the time when equipment is installed on the vehicles and shall include hands-on orientation of maintenance technicians during installation.

The Respondent will provide a routine maintenance plan that can be performed by transit fleet staff. The contractor will provide "hands on" guidance along with manuals or other documentation that can be easily followed and indicate the frequency that maintenance checks should occur.

The Respondent will respond to all aspects of the functional specifications listed. Proposal shall be accompanied by sufficient information to enable the purchaser to ascertain that the equipment offered meets the minimal technical and functional specifications. The Respondent shall provide current product literature and detailed specifications, drawings, screens shots, to

list a few. Any deviations from the specifications or exceptions must be clearly noted in the proposal and compiled in a section of the proposal referred to as Assumptions and Exceptions. CVTD shall entertain other options and recommendations if they produce improved Wireless systems.

10. Replacement Parts

The Respondent will have available replacement parts within an 8 – 10-day period. If more time is needed, the Respondent will communicate that information to the fleet staff in the San Angelo office regarding parts.

11. Request for Additional Information and Product Demonstration

CVTD reserves the right to seek clarification or additional information from any Respondent throughout the solicitation process. CVTD requires Respondent's to answer questions during the evaluation process with regard to the Respondent's proposal. Failure of a Respondent to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive. Respondents that meet minimum qualifications will be scheduled for a demonstration and interview of the equipment and the systems proposed.

The demonstration of the proposed equipment will be arranged by the Respondent at a site that is agreeable to CVTD. The demonstration may include a demonstration of the equipment at a customer site (Respondent's customer). This will provide an additional opportunity for Respondents to validate claims listed in their proposals.

There is no express or implied obligation by CVTD to reimburse a Respondent for any costs incurred in product demonstrations or providing any additional information.

12. Condition of Products

Proposed and delivered products must be new, unused production, and in first class condition. The equipment furnished under these specifications shall be the latest improved model in current production and shall be quality workmanship and material. The Respondent represents that all equipment offered under these specifications shall be new. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE OR DISCONTINUED EQUIPMENT IS NOT ACCEPTABLE.

13. Quantities

CVTD proposes a minimum and maximum number of camera systems for the Wireless systems to be purchased over a 5-year period. A minimum of fifty (50) and maximum of one hundred (100) wireless camera kits.

- 1.8 **Warranty**
- 1.9 Shipping, Delivery and Packaging
- 1.10 Returns, Cancellation and Restocking Fees
- 1.11 Purchase Orders, Invoices and Payment

1.12 Proposal Information

1.5 All contractors are encouraged to send any questions using the Request for Clarification form to Amy Briley, Contracts & Open Records Specialist, at amy.briley@cvcog.org by **July 29, 2022**. Answers and any supplemental materials pertaining to submitted questions will be posted to the CVTD (www.cvtd.org) and CVCOG (www.cvcog.org) websites in the form of addenda addressing each submitted question. **Addenda will be posted no later than EOB August 05, 2022.**

Except as provided in this RFP and as otherwise necessary for the conduct of ongoing CVCOG/CVT business operations, proposers are expressly and absolutely prohibited from engaging in communications with CVCOG/CVT personnel who are involved in any manner in the review and/or evaluation of the proposals, selection of a proposer, and/or negotiation or formalization of a contract.

1.6 Contractors shall submit sealed proposals in an envelope with two original printed copies with 1 electronic copy on a disk or zip drive. Please address the envelope and insert the proposal number as shown below. It is the responsibility of the Contractors to have the proposals in this office by the specified time and date of opening. Our office does not take responsibility for any Proposals not delivered to the Purchasing Division.

**RFP CVCOG-21-Transit-P-0014
Concho Valley Council of Governments
Attn: Procurement
5430 Link Road
San Angelo, Texas 76904**

Estimated Timeline of RFO:

CVCOG Publishes RFO.....	07-12-2022
RFO Submittal Questions Deadline.....	07-29-2022
Deadline for Posting of Addenda.....	08-05-2022
Deadline for Submittal of Bids.....	08-19-2022
CVCOG Evaluation of Responses.....	08-22-2022
CVCOG Vendor Selection and Award.....	08-26-2022

1.7 **Funding Source Requirements:**

Grant monies used to purchase these products/services may be provided from local, federal, and/or state funding sources. The successful Bidder must comply with any and all modifications that are enacted by the federal, state, local governments throughout the life of the Award and for any contract it executes with CVTD as a result of this solicitation.

All Bidders must certify they are not on the Comptroller General's list of ineligible contractors. The single successful Bidder shall be required to comply with all applicable Equal Employment Opportunity laws and regulations. HUB and/or DBE vendors will be afforded full opportunity to submit bids and compete for subcontracting work and will not be discriminated against on the basis of race, color, religion, sex, national origin, or disability.

PART 2 PROPOSAL REQUIREMENTS

2.1 Proposal Preparation:

At a minimum, each response must include the following elements:

1. All Attachment forms
2. Solicitation response document:
3. Itemized tax-exempt proposal
4. Current W9 -- signed and dated
5. Prefer a cover page indicating the following:
 - a. Why we should select your company
 - b. How many years that you've been in business

2.2 Taxes:

The prices herein must not include any sales taxes imposed by any State Government. Such tax, if included, must be deducted by the contractor when submitting invoice for payment. An Exemption Certificate is available upon request.

2.3 Proposal Evaluation:

An award resulting from this Request for Proposal (RFP) shall be awarded to the most responsive and responsible contractor whose proposal is determined to be the most advantageous to the CVCOG department taking into consideration best value; moreover, CVCOG reserves the right to reject any and all proposals received and in all cases.

Responsive means that a proposal must conform in all material respects to the requirements stated in any portion of the solicitation package. Responsiveness is determined from the proposal documents themselves and, with very few exceptions, is determined with no discussions or further input from the contractor. Examples of Proposal responsiveness, as identified in other parts of the solicitation package, are:

- Does the cover letter or any of the Attachments take exception to any material terms and conditions?
- Are the proposal documents complete and is any part of the proposal intentionally or inadvertently ambiguous? Is it susceptible to two or more reasonable interpretations?
- Were all Addenda to the solicitation acknowledged?
- Was the proposal signed?
- Were all material representations and certifications completed and signed, including but not limited to, federal requirements?

A responsible contractor is a company, which based on its Proposal, references, and any other pertinent information, has demonstrated it has the ability, willingness, and integrity to perform successfully under the terms and conditions of the Award and any contract resulting from the solicitation. Consideration shall be given to such matters as defined elsewhere in this RFP. Examples of Contractor responsibility, as identified in other parts of the solicitation package, are:

- Demonstrable integrity, record of past performance, and financial and technical resources needed to meet the required delivery and performance schedule, *taking into consideration all the Contractor’s existing commercial and governmental business commitments.*
- The necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them;
- Compliance with applicable licensing and tax laws and regulations;
- The necessary production, construction, and technical equipment and facilities, or the ability to obtain them.
- Compliance with Affirmative Action and Disadvantaged Business Program requirements; and
- Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

In accordance with the above criteria, all proposals will be evaluated based on best value evaluation. Each of these areas will be subjectively scored and added together to get the overall 100 points. The proposer(s) whose RFP response is complete, accepted, and who scores the most points will be selected as the contractor:

2.3.1 Best Value Evaluation: 100 points

CVCOG/CVT will award the contractor with the *best value* as defined per the following up to 100 points:

CVCOG/CVT will consider the following criteria:

- Price up to 40 points
- Reputation of the proposer up to 10 points
- Proposer’s goods and/or services up to 20 points
- Quality of the proposer’s goods and/or services up to 10 points
- Proposer’s past relationship with CVCOG up to 10 points
- Long term cost to CVCOG/CVT for acquiring the proposer’s goods and/or services up to 10 points

2.4 Proposal Rejection:

The CVCOG department reserves the right to accept or reject any or all Proposals; to waive minor technicalities and informalities; to only accept items as specified in the solicitation package. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded. Conditional proposal and/or proposals with incomplete documents or insufficient Federal certifications will be considered nonresponsive and will be rejected.

2.5 Single Proposal Response:

If only one Proposal is received in response to this solicitation, a detailed cost Proposal shall be requested of the single Contractor.

2.6 Term of Contract:

Any contract executed by CVCOG resulting from the Award based on the RFP is intended to have a term of **one (1) year** beginning on date of execution with an option to renew for an additional one-year terms up to five (5) years. Renewal options will be discussed at least 30 days prior to expiration of the contract and both parties must agree on the renewal.

2.7 **Confidential/Proprietary Information:**

The CVCOG department will keep confidential any trade secrets and/or proprietary information which the Contractor does not wish to be disclosed. For such information, the Contractor must mark each page in boldface at the top and bottom as “**CONFIDENTIAL/PROPRIETARY INFORMATION**”. Cost information shall not be deemed confidential.

2.8 **Required Forms & Information:**

The following instructions explain how prospective Contractors may obtain additional information or clarifications for any part of this solicitation package. All Requests for Clarifications (RFC) must be submitted following these instructions and on the forms provided. All forms should be submitted electronically in the original Word format or searchable PDF format.

If any prospective Contractor is in doubt as to the true meaning of any part of this RFP, or if additional information is required, the Contractor may submit a written **Request for Clarification (RFC)**. Contractors should fill out and e-mail an RFC form for clarification or interpretation of any aspect, or a change to any requirement of the RFP or any Addenda to the RFP. A hard copy is attached as Request for Clarification.

Each item or issue should be addressed separately and sequentially numbered by the Contractor, section heading and page number to which it applies. All items must include sufficient justification or technical information to support the question.

Such written requests shall be made to the CVCOG department’s Liaison and must be transmitted by e-mail. The Contractor making the request shall be responsible for its proper delivery to the CVCOG/CVT department using the Request for Clarification form in the attachments section. All RFCs should be submitted by **07/22/22**.

Responses to the Requests for Clarification shall be posted by end of business on 07/29/22. Only written responses provided as Addenda shall be official and all other forms of communication with any employee or agent of the CVCOG/CVT department shall not be binding.

2.9 **Offer & Award:**

Once the CVCOG has decided to make an Award on this solicitation, the CVCOG department will send the successful Contractor a signed copy of the official notification via email.

PART 3 GENERAL CONTRACTUAL PROVISIONS

3.1 **Conflict of Interest**

The contractor certifies that (1) no relationship, whether by blood, marriage, business association, capital funding Contract or by any other such kinship or connection exists between the owner of any proposer that is a sole proprietorship, the officers or directors of any proposer that is a corporation, the partners of any proposer that is a partnership, the joint ventures of any proposer that is a joint venture or the members or managers of any proposer that is a limited liability company, on one hand, and an employee of any component of CVCOG/CVT

department, on the other hand, other than the relationships which have previously been disclosed to CVCOG/CVT department in writing and (2) proposer has not been an employee of any component institution of the CVCOG/CVT department within the immediate twelve (12) months prior to the submittal deadline. All disclosures by proposer in connection with this affirmation will be subject to administrative review and approval before CVCOG/CVT department enters into a Contract with the proposer. Any violation of this conflict of interest policy shall result in immediate cancellation of any resulting Contract in addition to a potential debarment of the contractor from doing business with the State of Texas and/or US Transit Authority.

An employee may not be in any dual employment positions that would result in a conflict of interest in relation to his/her position at CVCOG/CVT department. If such circumstance arises, the employee shall remove himself/herself from the process and disclose the relationship to his/her direct supervisor and to the Executive Director of CVCOG.

3.2 Governing Law & Forum:

The Award or any Contract executed as a result of this Solicitation is made under and shall be governed and construed in accordance with the laws of the State of Texas. The place of this Contract, its situs and forum, shall be Texas, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined. The exclusive forum and venue for disputes arising out of this RFP and any resulting Contracts shall be the Texas General Court of Justice in Tom Green County.

3.3 HUB and/or DBE contractor(s):

In compliance with the Texas Comptroller and the US Federal government regulations, contractors that submit confirmation of the following information will be scored higher:

Historically Underutilized Business (HUB):

State agencies, such as Texas Department of Transportation, and affiliated transit subsidiaries, such as the Concho Valley Transit District, are constantly looking to work with businesses certified as Historically Underutilized Business (HUB) per the state of Texas. The goal of this good-faith effort is to actively involve HUBs in the Texas procurement process and ensure they receive a fair share of state business. Per the Comptroller, a HUB is defined as:

- a for-profit entity that has not exceeded the size standard prescribed by [34 TAC §20.294](#), and has its principal place of business in Texas, and
- is at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs.
- Must be signed up and certified by the Texas Comptroller
- Please include copies of your HUB certification documentation in your RFP response.

Disadvantaged Business Enterprises (DBE):

Concho Valley Transit District (CVCOG/CVT) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26 (<https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise>). CVCOG/CVT has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, CVCOG/CVT has signed an assurance that it will comply with 49 CFR Part 26. Per the federal government, a DBE is:

- A business that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
- A business whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
 - *Socially and economically disadvantaged individual* means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a members of groups and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
 - (1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.
 - (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (i) “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;
 - (ii) “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) “Native Americans,” which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians;
 - (iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust

Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

- (v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- (vi) Women;
- (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

Contractors that fall into the DBE category can contact amy.briley@cvcog.org for information regarding DBE certification.

3.4 **Indemnification**

The Contractor agrees to and shall indemnify and hold harmless CVCOG/CVTD department, CVCOG, officers, agents, employees, and personnel, against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of the contractor in the performance and/or failure to perform within the Contract including the negligent acts or omission of any subcontractor or any direct or indirect employees of the contractor or subcontractors. The indemnification obligations set forth in the Contract shall survive termination or expiration of the Contract.

3.5 **Inspection:**

All goods and services are subject to inspection and approval by the CVCOG/CVTD department at all reasonable times. Any goods or services rejected by the CVCOG/CVTD department shall be promptly repaired or replaced at Proposer's expense. Any and all costs incurred by the CVCOG/CVTD department in connection with the return of goods or rejection of services shall be at the Proposer's risk and expense.

3.6 **Insurance:**

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this Contract. All such insurance shall meet all laws and requirements of the State of Texas and CVCOG/CVT department. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business.

The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing Texas laws or this Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

The following minimum insurance standards shall apply to all contractors performing, selling, or distributing products and services to **CVCOG/CVTD department**:

Contractor agrees that contractor and contractor's employees and agents have no employer-employee relationship with CVCOG/CVT department. CVCOG/CVTD department shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will CVCOG/CVTD department furnish any medical or retirement benefits or any paid vacation or sick leave. Contractor is responsible for conduct of business operation, including employee salaries, travel, etc.

The contractor agrees to furnish insurance certificates reflecting the following coverage:

Type of Coverage Limits of Liability

- **Commercial General Liability**
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Personal/Advertising Injury
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$100,000 Damage to Rented Premises (Each Occurrence)
 - \$5,000 Medical Expense (Any One Person)

- **Commercial Automobile Liability** (Owned/Leased/Hired and Non-Owned Vehicles)
 - \$1,000,000 Bodily Injury/Property Damage (Each Accident)

- **Workers' Compensation and Employers' Liability**
 - Coverage A (Workers' Compensation) Statutory
 - Coverage B (Employers' Liability)
 - \$1,000,000 Each Accident
 - \$1,000,000 Each Employee
 - \$1,000,000 Disease (Policy Limit)

3.7 Invoices:

Invoices for goods must be submitted on date of complete shipment and installation. Invoices for services must be submitted within 30 days after completion of services. Payment will be delayed if the invoice fails to reference the ordering department, unit prices, quantities, totals, and a full description of the order that matches the contract information. The CVCOG department will provide payment 30 days after satisfactory delivery, acceptance, and receipt of invoice. Please route invoices to 5430 Link Road, San Angelo, Texas, 76904 or email to procurement-dept@cvcog.org.

3.8 Modifications to Contract:

WRITTEN CHANGE ORDERS

Oral change orders are not permitted. No change in any Contract executed as a result of this Solicitation shall be made unless the Contracting Officer for CVCOG/CVT department gives prior written approval. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification changes not properly ordered by written modification to the Contract and signed by the Contracting Officer.

CHANGE ORDER PROCEDURE

As soon as reasonably possible but no later than 30 (thirty) calendar days after receipt of the written change order to modify the Contract, the Contractor shall submit to the Contracting Officer a detailed price and schedule proposal for the Work to be performed. This proposal shall be accepted or modified by negotiations between the Contractor and the Contracting Officer for the respective CVCOG/CVT department. At that time both parties shall execute a detailed modification in writing. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with "Dispute Resolution" (Section 3.11). Regardless of any disputes, the Contractor shall proceed with the Work ordered.

3.9 **Parties & Changes in Parties:**

PARTIES

The parties to any Contract executed as a result of this Solicitation shall be the CVCOG/CVTD department and the Contractor as set out in the Successful Proposal.

In the event that information such as remit to address location and/or business status changes during the contact, a new W9 or W8Ben (if international) will need to be submitted to the purchasing liaison. If key personnel for the contractor leave employment, a new contact person will be identified prior to the absence of the current contact and provided to CVCOG/CVTD within reasonable amount of time.

SUCCESSION

Any Contract executed as a result of this Solicitation shall be binding on the parties to that Contract, their successors, and assigns.

SPECIFICATIONS AND OMISSIONS

Notwithstanding the provision of drawings, technical specifications, or other data by the CVCOG/CVTD department during Contract execution and pre-production meetings, the Contractor shall have the responsibility of supplying all parts and details required to make the equipment complete and ready for service even though such details may not be specifically mentioned in the drawings and technical specifications.

3.10 **Terms and Conditions**

Contractor agrees to the terms and conditions listed in the attached purchasing agreement regarding state and/or federal regulations regarding the execution of a contract.

3.11 **Termination**

Upon award, the contract may be terminated, without penalty, by CVCOG/CVTD department or the contractor with or without cause by giving at least sixty (60) days written notice of such termination.

This contract may be terminated by either the contractor or by CVCOG/CVTD department upon thirty (30) days written notice to the other, if the other party fails to perform or comply with any of the material terms, covenants, contracts or conditions hereof, and such failure is not cured during such thirty (30) day period.

CVCOG/CVTD department may terminate this contract immediately without further notice if the contractor (i) petitions for reorganization under the Bankruptcy Code or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to the insolvency; or (iii) makes a general assignments or sale of its assets or business for the benefit of creditors.

In no event shall such termination by CVCOG/CVTD department as provided for under this section give rise to any liability on the part of CVCOG/CVTD department including, but not limited to, claims of contractor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. CVCOG/CVT department's sole obligation hereunder is to pay contractor for products or services received prior to the date of termination.

3.12 **Dispute Resolution:**

1. **Disputes:** Disputes arising in the performance of any Contract executed as a result of this Solicitation, which are not resolved by agreement of the parties, shall be decided in writing by the CVCOG/CVT department's General Manager/Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to CVCOG Executive Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of CVCOG Executive Director shall be binding upon the Contractor and the Contractor shall adhere to the decision.

Executive Director, Concho Valley Council of Governments
c/o Procurement
5430 Link Road
San Angelo, TX 76904

2. **Performance During Dispute** – Unless otherwise directed by the respective Contracting Officer, the Contractor shall continue performance under any Contract executed as a result of this Solicitation while matters in dispute are being resolved.
3. **Claims for Damages** – Should either party to any Contract executed as a result of this Solicitation suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
4. **Remedies** – Unless any Contract executed as the result of this Solicitation provides otherwise, all claims, counterclaims, disputes and other matters in question between the CVCOG/CVT department and the Contractor arising out of or relating to any Contract executed as the result of this Solicitation or its breach will be decided by arbitration as the Award/or any Contract executed as a result of this Solicitation is made under and shall be governed and construed in accordance with the laws of the State of Texas.
5. **Rights and Remedies** – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the CVCOG/CVT department or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

3.13 **Contract Communications:**

Communications in connection with any Contract executed as a result of this Solicitation shall be in writing.

PART 4**ATTACHMENTS****Attachment A – Bid Submission Checklist**

Bidder: _____

Attachment #	Attachment Name	Check
Attachment A	Bid Submission Checklist	
Attachment B	Bidder Cover Letter	
Attachment C	Pricing Schedule for Products and Services – provide an itemized bid	
Attachment D	Bidder Products Technical Information	
Attachment E	Comprehensive Warranty Program Plan	
Attachment F	Bidders Acknowledgement of Addenda	
Attachment G	Request for Clarifications Form	
Attachment H	Certification of Primary Participant Regarding Debarment, Suspension & Other Responsibility Matters	
Attachment I	DBE certification	
Attachment J	Certification Regarding Lobbying	
Attachment K	Bidder Information and Signature	
Attachment L	Buy America Certificate	
Attachment M	HUB Subcontracting Certification & Plan	

Attachment B – Bidder Cover Letter

The Cover Letter must be on the Bidder's official letterhead and signed by a person having the authority to commit offeror to a contract with the date of the Offer. The Bidder must provide a Cover Letter per Section 3.4, Bid Minimum Requirements.

Attachment C – Pricing Schedule for Products & Services

Please include an itemized bid that excludes sales tax.

Attachment D – Bidder Products Technical Information

The Bidder shall submit with their bid(s) for review by CVTD any materials applicable to this RFO which detail the products specifications which may include photo images, artistic renderings, model varieties, color options, etc.

Attachment E – Comprehensive Warranty Program Plan

The Bidder must provide a detailed written plan for addressing all possible Warranty requirements described in Section 2.3.3. The program plan should be written in a mostly non-technical manner so that any person from CVTD can readily understand it.

Attachment F – Bidder’s Acknowledgement of Addenda

Bidder: _____

This form shall be completed and included in the Bidder’s Bid packet. Failure to acknowledge receipt of all addenda may cause the bid to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

Addenda Number		Dated	

Attachment G - Request for Clarifications Form (RFC)

Proposer: _____

Each Proposer should number all of its RFC forms sequentially starting at 1. Please email the forms to: amy.briley@cvcog.org

RFC Number:	Proposer Name:		
Section Title	RFO Section No.	RFO Subsection No.	RFO Paragraph No.
List of Attachments	1 2 3 4		
Explanation/Justification for RFC			

CVCOG department USE ONLY

Date of Reply via addendum _____

More information required? _____

Addendum # _____

This form is for informational purposes only and does not modify the Proposal. Proposal modifications will only be made by issuing an addendum, not through this form. Proposers shall complete all the information as indicated and attach all supporting documentation listed above. Requests shall be numbered sequentially by the Proposer to uniquely identify requests.

Attachment H

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Primary Participant, _____ (major third party bidder), certifies to the best of its knowledge and belief, that is and its principals:

- Are not presently debarred, suspended, proposed for Debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in the second bullet point of this certification; and
- Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

*If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

The primary participant, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 *et seq.* are applicable hereto.

Signature and Title of Authorized Official

Date

****If primary participant attaches an explanation for no signature above, please have the following signed:**

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under state and local law to comply with the subject assurances and the certification above has been legally made.

Signature of Applicant's Attorney

Date

Failure to submit this form in a property executed manner will result in the bid/proposal being found non-responsive and rejected.

Attachment I

Disadvantaged Business Enterprise (DBE) Certification

Policy: It is the policy of the U.S. Department of Transportation and the Texas Department of Transportation that DBE's as defined in 49 CFR Part 23 as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with the Federal and/or state funds under the agreement which results from the Purchaser's acceptance of the proposer's offer. Consequently, the DBE requirements of 49 CFR Part 23, as amended, apply to that agreement.

DBE Obligation: The bidder/contractor agrees to ensure that DBE's as defined in 49 CFR Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under the agreement which results from the Purchaser's acceptance of the proposer's offer. In this regard, all bidders/contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23, as amended, to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Bidders/contractors shall not discriminate on the basis of race, color, national origin, or sex in award and performance of Department of Transportation assisted contracts.

Signature: _____

Date: _____

Title: _____

Firm: _____

Failure to submit this form in a properly executed manner will result in the bid/proposal being found non-responsive and rejected.

Attachment J

CVCOG Certification Regarding Lobbying (per 49 CFR Part 20)

Certification for Contracts, Grants, Loans and Cooperative Agreements **to be submitted with each bid or offer exceeding \$100,000**

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or influencing or attempting to influence an officer or employee of an agency, a Member of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352 (c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor’s Authorized Official

_____ Name and Title of Contractor’s Authorized Official

Attachment K

PROPOSER INFORMATION AND SIGNATURE

Proposer certifies that the individual signing this document, and documents made a part of this RFO, is authorized to sign such documents on behalf of the proposer and to bind proposer under any Contract that may result from the submission of proposer's proposal.

Contractor Checklist:

- Cover Letter ____
- (If applicable) HUB and/or Disadvantaged Business Enterprise certification ____
- Current W9 ____
- Certification of Primary Participant Regarding Debarment ____
- Signed proposer information and signature exhibit page(s) ____
- (If applicable) HUB Subcontracting Plan ____
- All forms on attachments list ____

Proposer/Contractor Name: _____

Name of Contact/Title: _____

Street address of contractor: _____

City/State/Zip: _____

Telephone number: _____

Cell Phone: _____

Email: _____

Fax: _____

Is this contractor a Certified Historically Underutilized Business in Texas? ____ yes ____ no

Is this contractor a Certified Disadvantaged Business Enterprise? ____ yes ____ no

**THIS EXHIBIT MUST BE COMPLETED, SIGNED AND RETURNED WITH CONTRACTOR'S PROPOSAL.
FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN REJECTION OF YOUR PROPOSAL.**

Name of Authorized Signor (Printed): _____

Signature of Authorized Signor: _____

Date: _____

Attachment L

Buy America Certificate

Certification required for procurement of steel, iron, or manufactured products (required for contracts over \$100,000).

CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Company Name: _____

or

CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA REQUIREMENTS

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Company Name: _____

Attachment M

Bidder: _____

****ONLY SIGN IF YOU ARE A CURRENT HUB CERTIFIED BY A STATE****

Please submit a copy of your HUB certification if you are currently certified.

Per the Texas Comptroller: It is vital to be truthful in all documents provided for HUB certification. It is a state jail felony under [Texas Penal Code §37.10](#) to knowingly provide false information in an application for HUB certification. It is a third degree felony under [Texas Government Code §2161.231](#) to apply for a state contract as a HUB vendor knowing you are not actually a HUB.

For purchases over \$100,000, a HUB subcontracting plan is required. HSP forms can be found at <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php> under the “Historically Underutilized Business (HUB) Program” link.

Signature: _____

Date: _____

Title: _____

Firm: _____

Failure to submit this form in a property executed manner will result in the bid/proposal being found non-responsive and rejected.