REQUEST FOR QUALIFICATIONS
FOR ARCHITECTURAL AND ENGINEERING SERVICES
FOR TRANSIT MAINTENANCE FACILITY
Concho Valley Council of Governments
San Angelo, Texas
RFQ #: CVCOG-21-Transit-Q-0005

Contact:
Allye Potter
Contracts & Open Records Officer
allye.potter@cvcog.org

Deadline for Questions: 05/21/2021
Deadline for Submission: 3:00 p.m. 06/14/2021
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
- 211 Texas
- Criminal Justice
- Homeland Security
- Head Start
- 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.

1.2  Background:
CVTD’s 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 **General Information:**
Currently CVTD does not operate or own a vehicle maintenance facility. Area third party maintenance vendors perform vehicle maintenance oversight. In 2016 and 2020, CVTD explored the feasibility of establishing its own vehicle maintenance center to create cost reductions and efficiency within the operation as it relates directly to vehicle maintenance and operation. The results of the study indicated a maintenance center would be feasible for the agency.

In conjunction with CVCOG, CVTD has procured up to seventeen acres with a Class A office building and maintenance warehouse. CVCOG and CVTD acquired the property listed below to have a secure facility for bus storage for transit and to develop an in-house maintenance facility. The CVCOG will be utilizing the large office building to consolidate the entire CVCOG into one facility to streamline administrative processes.

- 5430 Link Road, A in San Angelo, Texas 76904
  - Property consists of 2 potential tracts:
    - **Tract #1** - Large upscale office building with over 75,000 sq. ft. of asphalt and concrete parking, total of 5 acres, built in 2014. Total of 41,800 sq. ft. with approximately 80 individual offices, 8 conference/training rooms and multiple labs and break areas throughout.
    - **Tract #2** - 2,400 sq. ft. warehouse on 12 acres with base material throughout and perimeter fencing, automatic gates opening to Old Christoval Rd.
  - See attachments section and separate attachments

1.4 **Project Description/Purpose:**
The purpose of this RFQ is for CVTD to obtain proposals for the services of an experienced and qualified firm or individual(s) to provide CVTD’s Architectural and Engineering services to oversee all aspects of the design and construction for a new vehicle maintenance and transit operations facility.

The existing shop style metal building on the property is approximately 2,400 square feet. It consists of a 40’x40’ shop area featuring two (2) 10’x12’ overhead doors and a single unisex bathroom. The remainder of the building is a 20’x40’ storage area. Attached to the west side of the building is a 15’x40’ overhang. The existing bays on the current structure are approximately 30’x14’. The current eave height of the building is 16’.

The proposed maintenance facility will need to be sized to accommodate a fleet of approximately 55 buses. The largest buses in the fleet will be up to 35 feet in length. A typical recommended number of bays for a maintenance facility would be 1 bay per 15 buses, or in this case 4 bays. Since the existing bays and doors on the existing structure are too small to serve the current maintenance facility needs, all maintenance bays would have to be a part of new construction.
The facility will require 4 maintenance bays, one wash bay, one lube bay, parts storage, a tire room, battery room, break room, oil and fluid storage room, and an office area for up to 10 employees. See attached 2020 Feasibility Study for more information.

The awarded A/E Firm/Individual will conceive and execute the project with respect to the planning, design, and construction phase management of the project. A designated A/E Liaison will act as a Project Manager (“PM”) to provide professional Federal Transit Administration related project management services including, but not limited to:

1. Preliminary Engineering and Environmental Studies
2. Final Design
3. Procurement and Oversight of Contractor during Construction phases
4. Project Closeout Assistance

The Construction Team(s) for this project have not been selected. Chosen A/E contractor will work with the CVCOG Contract Officer to write an RFP for construction services, help find potential bidders via advertisements per the CVCOG and state/federal procurement rules, act as PM managing the construction phase of the contract, etc.

The successful A/E firm will contract directly with CVCOG/CVTD and will work cooperatively with project team members to provide the architectural and engineering services requested and complete the full scope of the project within budget and on schedule.

This RFQ is the first step in the process for selecting an A/E firm. The RFQ provides the information necessary to prepare and submit Qualifications for consideration by the CVTD. The CVTD may select the top three (3) or more of the top ranked qualified Contractors to present their qualifications during a follow-up interview and/or award a contract.

After selecting the most qualified Contractor, the CVCOG will negotiate the detailed professional services to be provided by the A/E and a suitable fee(s) for those services. The CVCOG will request a fee proposal from the most qualified Contractor, with supporting information demonstrating that the requested fee is justified by the level of effort (and related personnel costs) required to provide the services necessary for the design and execution of the Project.

Potential Contractors should be aware that, except in unusual cases, the CVTD does not consider billable time incurred while traveling to and from the Project site, CVTD’s offices, and/or Board meetings, as necessary to the completion of the Project. Potential Contractors whose offices are located where such time-consuming travel will be regularly required in the performance of services for the Project, should consider this policy when deciding whether or not to submit their Qualifications.
1.4.1 **Pre-Submittal Conference:** A pre-submittal conference will be held at the date, time and location described below. **Attendance is optional.**

**Wednesday, May 12th; 3:00 PM, CST**
5507 Christoval Rd,
San Angelo, Texas 76904

A tour will be included as a part of the conference agenda. This may be the only opportunity for potential Contractors to view the Project site before the submittal of Qualifications.

1.4.2 **Public Information:** All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after the solicitation is completed. The awarded contractor strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

1.4.3 **Clarifications and Interpretations:** Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be emailed by the CVCOG/CVTD as an Addendum(s). A Request for Clarifications form is included in the attachments for contractors to question issues and/or to request any substitutions. Contractors shall consider only those clarifications and interpretations that the CVCOG/CVTD issues by addenda prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the CVCOG/CVTD and should not be relied on in preparing Proposals. **It is the responsibility of all Contractors to check the status of formal addenda five (5) days prior to the submittal deadline.**

1.4.4 **No Reimbursement for Costs:** Contractor acknowledges and accepts that any costs incurred from the contractor’s participation in this RFQ shall be at the sole risk and responsibility of the Contractor.

1.4.5 **Eligible Contractors:** Only individuals or firms from lawfully formed business organizations may apply. The CVTD will contract only with the individual and/or firm that submits a responding proposal and is not on hold with the Texas and Federal Government. Individuals and/or firms will be on contract and will not be considered an employee of CVTD and/or CVCOG nor will the firm and/or individual be eligible for any benefits provided by CVCOG.

1.5 **Definitions**

**Addendum:** An addition or supplement to a solicitation document. Addenda are issued prior to the proposal opening date.

**Award:** The act of accepting a bid, proposal or offer; thereby resulting in a contract between CVCOG and a contractor.
**Contract:** A written document referring to promises for which the law establishes enforceable duties and remedies between a minimum of two (2) parties.

**Contractor:** A supplier of goods and/or services to CVCOG.

**Fiscal Year (FY):** The 12-month period covered by the State of Texas’s yearly budget, September 1 through August 31.

**Purchase Order:** A signed written acceptance of an offer from a contractor. A purchase order may serve as the legal and binding contract between parties. *The CVTD/CVCOG does not issue external purchase orders.

**Responsive Proposal:** Responsive means that a Proposals must conform in all material respects to the requirements stated in any portion of the solicitation package. Responsiveness is determined from the Proposals documents themselves and, with very few exceptions, is determined with no discussions or further input from the Contractors.

**Responsible Contractor:** A responsible Contractor’s company, which based on its Proposals, 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.

**Request for Qualifications (RFQ):** A Request for Qualifications (RFQ) is generally used for professional services wherein the Contractors are evaluated based solely on their qualifications and skills. This solicitation method is more like an application process, where it is very clear what is expected from the vendor. Price is negotiated after the agency selects its preferred Contractor based on how well the Contractors met the published qualifications.

1.6 **Term:** CVCOG anticipates awarding a **one-year service contract.** This contract can be renewed for up to four one-year service periods upon approval of both parties to the contract. Properly submitted proposals will not be returned to Contractors.

CVCOG reserves the right to award to more than one contractor if it deems necessary.

1.7 All contractors are encouraged to send any questions **in writing** to Allye Potter, Contracts & Open Records Officer, at allye.potter@cvcog.org by 05/21/2021. Answers and any supplemental materials pertaining to submitted questions will be posted to the CVTD (www.cvtfd.org) and CVCOG (www.cvcog.org) websites in the form of addenda addressing each submitted question.

Except as provided in this RFQ and as otherwise necessary for the conduct of ongoing CVCOG business operations, **proposers are expressly and absolutely prohibited from engaging in communications with CVCOG 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.**
1.8 Contractors shall submit sealed proposals in an envelope with two (2) original printed copies and with 1 electronic copy on a disk or zip drive. It is the responsibility of the Contractors to have the submissions in this office by the specified time and date of opening: 06/14/21; 3:00 p.m. Our office does not take responsibility for any submissions not delivered to the Procurement Division.

Please address the envelope and insert the RFQs number as shown below:

PROPOSALS NO. CVCOG-21-Transit-Q-0005
Concho Valley Council of Governments
Attn: Allye Potter
Contracts & Open Records Officer
2801 W. Loop 306, Suite A
San Angelo, Texas 76904

1.8.1 Estimated Timeline of RFQ:

CVCOG publishes RFQ for A/E Services…………………………………………………………04-23-2021
Optional pre-submittal meeting at 5507 Christoval Rd…………………………………05-12-2021
RFQ Submittal Questions Deadline…………………………………………………………..05-21-2021
Deadline for submittal of Qualifications………………………………………………………06-14-2021
CVCOG announces “short list” of firms selected for interviews (if required)...06-24-2021
Interviews of short-listed firms (if required)...06-25-2021
CVCOG negotiates A/E fee and executes Agreement……………………………………07-02-2021

PART 2 SCOPE OF WORK

The contract period is approximately June 2, 2021 to June 1, 2022, with the option to renew on a yearly basis, not to exceed five (5) fiscal years. Project may be broken into phases for completion as needed.

2.1 Required Scope of Services:

- All services will be supervised by an A/E firm and/or individual currently licensed in the State of Texas and all contract documents and/or schematics will bear the seal of a licensed Architect and/or Engineer in accordance with State of Texas law.

- Design building improvements to include structural engineering, electrical engineering, mechanical engineering, civil engineering and architectural analysis of the approximately 2,400 square foot existing building with expansion to the requested maintenance facility that will be approximately 7,900 square foot

- Work with stakeholders to determine most appropriate final design;
• Provide to the CVCOG Contract Officer a scope of work for the construction bid package and help evaluate the construction bid responses during the tabulation and award process, conducting the pre-bid conference, attend the bid opening, help with the evaluation of bids, and subsequent recommendation of lowest responsive bidder;

• Conduct a pre-construction conference and issue the notice to proceed upon approval by CVTD/CVCOG

• Provide construction engineering including regular on-site supervision of construction work, facilitating and recording construction meetings, construction administration, preparing inspection reports, and review and certification of contractors pay application;

• Assure project compliance with all federal and state labor standards as applicable, including reviewing payroll reports to assure compliance with prevailing wage requirements; assuring that required equal opportunity, labor standards, and wage determinations have been posted; and conducting regular on-site interviews with a representative sample of construction personnel (working for any contractors and/or subcontractors) to assure compliance with federal Davis-Bacon and or state prevailing wage labor standards.

• Provide quality control to ensure the contractor and subcontractors are providing materials, labor and products consistent with what is identified in the design and specifications;

• Provide quality control to ensure compliance with technical specifications and conformance with codes and standards;

• Review and approve all contractor requests for payment and submit approved requests to CVTD for payment processing;

• Provide one complete set of as-built, reproducible plan drawings to the CVTD upon project completion; and

• Conduct final inspection and testing.

2.2 Preliminary Requirements of PM:

• Coordinate all planning, financing, and implementation on behalf of CVTD.

• An environment assessment was performed in October 2019 for the entire property. PM must evaluate and determine if a more in-depth environmental analysis is needed. PM should perform an environmental analysis of the identified site for the vehicle maintenance center in accordance with the Texas Administrative Code (43 TAC, Part 1, Chapter 2, Subchapter A, and Section 218(b)) as well as
meeting relevant National Environmental Protection Agency (NEPA) regulations related to air quality, and requirements for historical preservation and protection of public lands.

- During the construction bidding phase, PM will work with CVCOG and CVTD staff to review/comment on the set of final drawings, specifications, bid documents, addendums, bids/bid protests and recommendations from the designer as to any award recommendations or rejections. This includes filed sub-contractors as well as general contractors.

- PM will ensure that building design and construction incorporates methodologies promoted by value engineering, LEED, and incorporate the use of current technology and products that reduce energy consumption, reduce ongoing building operating costs, and reduce carbon emissions, if and where possible.

- PM should provide insight into any additional design input and review, cost and schedule contract(s), logistical planning and construction observation.

- PM should maintain a construction log, including, but not limited to, recording any occurrence of construction work that might result in a claim for change in Contract Sum or Contract Time.

- PM will develop a Project Management Plan (PMP) along the guidelines recommended by TxDOT and the Federal Transit Administration (FTA) for the duration of the project. A timetable with milestones should be included in this PMP. It is expected that this document will be considered a “working document”, subject to revision as conditions warrant and approved by the CVTD and CVCOG Executive Directors. The Project Manager is expected to meet the milestones of the project, or ensure that milestones are met by other contractors. PM should create and maintain project implementation schedules detailing all elements, responsibilities, deadlines, etc., for the project.

- PM should assist CVTD in public relations, including preparation of project information and making presentations regarding the project at internal and public meetings.

- PM will assist CVTD in maintaining and tracking project budgets and cost information.

- PM will work with other project team members, both external and internal, to ensure the successful implementation of the project including identifying, addressing, and minimizing potential obstacles that may arise and notifying CVTD when corrective action is required.

- PM will conduct progress meetings in conjunction with CVTD and other consultants as necessary.
• PM should prepare and provide monthly project status reports to the project team, which will include planned and actual schedule performance and identification of any unresolved issues.

• PM will prepare reports regarding project planning, development, and progress matters as necessary for CVTD/CVCOG.

• PM will provide to the CVCOG Contract Officer names of contractors and/or subs to check the DBE registry for the DBE Goals.

• PM will act as a liaison during construction phase(s) putting Contract Officer in contact with crews for Davis Bacon paperwork.

• PM will provide project closeout services which may include, but not be limited to, substantial completion certification, certificate of occupancy, moving coordination and set-up, final completion, project completion certification, record documents, O & M manuals, warranties, instructions, project acceptance recommendation, monitor status, and completion of the punch list items. PM should provide CVTD with the necessary documentation needed to “closeout” application with TxDOT.

Closing contractual activities requires the Project Manager to oversee final settlement of project contracts, acceptance of contract deliverables, collection of contract documents and records (such as as-built drawings, operation and maintenance manuals, and warranties, etc.), and approval of final payments. The Project Manager’s responsibilities for administrative closeout relate to demobilizing the project team and completing activities with other stakeholders, arranging the disposition of project records, closing of funding and financing agreements, and performing an evaluation of project success and lessons learned.

The Project Manager should follow the contract’s terms and conditions to settle and close the project’s construction contract agreements. The Project Manager will confirm the completion and acceptability of the following activities:

- **Manuals and Training** – The contractor delivers the operations and maintenance (O&M) manuals for the facilities constructed and equipment installed and provides any associated training of Agency staff in their use.

- **Beneficial Occupancy** – A contract is substantially complete when the permitting authority issues a Certificate of Beneficial Occupancy to the Agency and then the Agency can occupy and begin use of the facility and equipment. It is important on taking beneficial occupancy that you ensure the construction manager/resident engineer prepares a punch list of open items for the contractor to complete.

- **Guaranties and Warranties** – With beneficial occupancy confirm that the contractor has initiated the guaranties and warranties associated with the facility and equipment.

- **Record or As-built Drawings** – The Project Manager confirms that the contractor has submitted the record drawings that show the as-built condition of the constructed facility and installed equipment.
• **Final Inspection** – Lead a final walk through inspection of the facility to confirm that the contractor has completed the open punch list items and all work is completed correctly and satisfactorily.

• **Resolve Outstanding Change/Claim Disputes** – The Project Manager should make every effort to resolve any outstanding contract disputes so that they do not drag on past contract and project completion.

• **Final Payment** – With the above activities satisfactorily completed, the Project Manager will approve the final payment to the contractor and the Agency can close the contract.

• **Commissioning** – Assure that all other commissioning activities have been completed in a satisfactory manner

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**PART 3 REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS**

Contractors shall carefully read the information contained in the following criteria and submit a complete statement of Qualifications responding to all questions in Section 2. Incomplete Qualifications will be considered non-responsive and are subject to rejection. (Maximum of two (2) printed pages per question)

3.1 **Criterion One: Contractor’s Statement of Qualifications and Availability to Undertake the Project**

3.1.1 Provide a statement of interest for the Project including a narrative describing the Contractor’s unique qualifications as they pertain to this particular Project.

3.1.2 Provide a statement on the availability and commitment of the Contractor and its principal(s) and assigned professionals, including all consultants to undertake the Project.

3.1.3 Provide a brief history of the contractor’s firm and each consultant proposed for the Project. If more than one office is listed indicate the office that will manage the project. If the firm has changed name or ownership within the last three (3) years, please indicate the former name.

3.1.4 Provide an Organizational Chart for the team proposed for the project along with each individual’s resume.

3.2 **Criterion Two: Contractor’s Ability to Provide Services**

3.2.1 Provide the following information for the Contractor:

  • Legal name of the company as registered with the Secretary State of Texas
  • Address of the office that will be providing services
  • Number of years in business
  • Type of operation (Individual, Partnership, Corporation, Joint Venture, etc.)
  • Number of employees by skill group
  • Annual revenue totals for the past three (3) years
3.2.2 Identify if the contractor’s firm or any of its consultant team is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If yes, please explain the impact both in organizational and directional terms.

3.2.3 Provide any details of all past or pending litigation or claims filed against the Contractor’s firm or any of its consultant team within the past three (3) years that would affect Contractor’s performance under a contract with the CVCOG.

3.2.4 Identify if the Contractor is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.

3.2.5 Declare if any relationship exists by relative, business associate, capital funding agreement, or any other such kinship, between Contractor’s firm or any of its consultants and any CVCOG employee, officer, or Board Member. If so, please explain.

3.2.6 Provide a claims history under professional malpractice insurance for the past three (3) years for the Contractor’s firm and any team members proposed to provide professional architectural or engineering services.

3.3 Criterion Three: Project Team’s Ability to Provide Design and Construction Administration Services

3.3.1 List a maximum of three (3) projects for which you have provided services that are most related to this project. List the projects in order of priority, with the most relevant project listed first. For all consultants that are named in the response, please indicate the projects they also worked on. Provide the following information for each project listed:
- Project name, location, contract delivery method, and description
- Color images (photographic or machine reproductions)
- Final Construction Cost, including Change Orders
- Final project size
- Type of construction (new, renovation, or expansion)
- Actual start and finish dates for design
- Actual Notice to Proceed and Substantial Completion dates for construction
- Description of professional services Contractor provided for the project
  - Name of Project Manager (individual responsible to the Owner for the overall success of the project)
  - Name of Project Architect/Engineer (individual responsible for coordinating the day to day work)
  - Name of Project Designer (individual responsible for design concepts)
- Consultants
- References (for each project listed above, identify the following):
  - The Owner’s name and representative who served as the day-to-day liaison during the design and construction phases of the project, including telephone number
3.4 **Criterion Four: Respondent’s Knowledge of Best Practices**

3.4.1 Describe the Contractor’s design philosophy, design methodology, and its process for integrating institutional standards into design.

3.4.2 Describe the Contractor’s quality assurance program explaining the method used and how the firm maintains quality control during the development of Construction Documents and quality assurance during the Construction phase of a project. Provide specific examples of how these techniques or procedures were used for any combination of three (3) projects listed in response to Criteria 2.3.1.

3.4.3 Describe your project team’s demonstrated technical competence and management qualifications with institutional projects, particularly those for Government Offices.

3.4.4 Describe your cost estimating methods for the design and construction phases. How do you develop cost estimates and how often are they updated? For the three (3) projects listed in response to Criteria 2.3.1, provide examples of how these techniques were used and what degree of accuracy was achieved.

3.4.5 Describe the way in which your firm develops and maintains work schedules to coordinate with the Owner’s project schedule. For the projects listed in response to Criteria 2.3.1, provide examples of how these techniques were used.

3.4.6 Describe the types of records, reports, monitoring systems, and information management systems, which your firm used in the management of the projects listed above. Describe how you used these systems for the three (3) projects listed in response to Criteria 2.3.1.

3.4.7 Describe how you plan to ensure continuity of project objectives starting with design solution, moving through construction documents, and finishing with a constructed project that meets the Owner’s requirements.

3.4.8 Describe the project team’s approach to assuring timely completion of this project, including methods you will use for schedule recovery if necessary.

3.4.9 Describe how you track Owner input and review comments on your design document submittals to confirm that they have been addressed.

3.5 **Criterion Five: Respondent’s Knowledge of Best Practices Regarding This Project**

3.5.1 Describe your understanding of the administrative challenges and opportunities associated with providing Design and Construction Administration services for CVCOG on this project, and your strategy for resolving these issues.

3.5.2 What do you perceive are the critical issues for this project?

3.5.3 Understanding schedule limitations provide an analysis of the Owner’s project
planning schedule and describe how you plan to develop and communicate design, scope, and budget options in a form that will quickly facilitate the Owner’s decision making.

3.5.4 For the three (3) projects listed in response to Criteria 2.3.1, describe any conflicts with the Owner, Consultants, Contractor, or subcontractors, and describe the methods your firm used to resolve those conflicts.

**PART 4  RFQ REQUIREMENTS**

4.1 **Proposal Preparation:**
At a minimum, each proposal response must include the following elements:
1. All Attachment forms
2. Current W9 -- signed and dated
3. Bid information answering questions from section three
4. All responses must abide by the following proposal requirements:

4.2 **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.

4.3 **Type of Contract:** This is an indefinite delivery, indefinite quantity (IDIQ) contract.

4.4 **Buy America:**
Contractors are hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this award.

4.5 **Davis-Bacon Act:**
The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the “Related Acts,” under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts. 1, 3, and 5 are hereby incorporated by reference in this contract. FMI: https://www.dol.gov/whd/govcontracts/dbra.htm
Contractor must allow CVCOG Procurement department access to workers when estimated amount of work amount exceeds $2000. Procurement officers must have paperwork filled out for governmental audit by workers. If workers are not bilingual, contractor should be able to provide translation regarding paperwork onsite of work. Contractors are required to submit with invoices certified payroll form WH347.

4.6 **Disadvantaged Business Enterprise Vendors (DBE):**

It is the policy of the CVCOG and each of its component institutions, to promote and encourage contracting and subcontracting opportunities for Disadvantaged Business Enterprises (DBE) in contracts. Accordingly, specific plans and representations by Contractors that appear to facilitate the Fed’s commitment to supporting DBE enterprises will be favorably considered in the selection process. Failure to submit specific plans and representations regarding DBE utilization, or failure to address the subject at all, will be interpreted by the Selection Committee as an intention not to support the program.

Concho Valley Transit District (CVTD) 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 has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, CVCOG 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 member 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.

4.6.1 **Statement of Probability:** The CVCOG has determined that subcontracting opportunities are probable in connection with this procurement solicitation. Therefore, indication must be made in your response regarding use of potential DBE vendors. DBE information may be downloaded from the Texas Department of Transportation website at the following URL link: [https://www.txdot.gov/inside-txdot/division/civil-rights/tucp.html](https://www.txdot.gov/inside-txdot/division/civil-rights/tucp.html). If you have any questions regarding the site, please contact Allye Potter at allye.potter@cvcog.org.

4.6.2 **Subcontractors:** (a) **Definition.** "Construction, alteration or repair," as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation (I) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site; (2) Painting and decorating; (3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work; (4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(l)(i) and (ii) of the "site of the work" as defined in the Davis-Bacon Act of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of work" definition; and (5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of the work" definition in the Davis-Bacon Act, and the physical place or places where the building or work will remain (in the "site of the work" definition). (b) The Contractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled-(1) Davis-Bacon Act; (2) Contract Work Hours and Safety Standards Act-Overtime Compensation (if the clause is included in this contract); (3) Apprentices and Trainees; (4) Payrolls and Basic Records; (5) Compliance with Copeland Act Requirements; (6) Withholding of Funds; (7) Subcontracts (Labor Standards); (8) Contract Termination-Debarment; (9) Disputes Concerning Labor
Standards; (10) Compliance with Davis-Bacon and Related Act Regulations; and (11) Certification of Eligibility. (c) The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b). (d)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Procurement Officer or Executive Director a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor’s signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause has been included in the subcontract. (2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Procurement Officer or Executive Director an updated completed SF 1413 for such additional subcontract. (e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

4.6.3 Employment of Criminals: Given that CVCOG works with the elderly, children, etc., CVCOG must always protect its patrons and staff. Per the Texas Education Agency, Contractor represents and warrants that Contractor has not and Contractor’s employees assigned to any potential projects have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised CVCOG affiliated facility as to the facts and circumstances surrounding the conviction i.e. contractor must apprise CVCOG of any and all convicted felons working prior to working on any CVCOG facility. CVCOG will alert contractor if a convicted felon is to be excluded from CVCOG projects.

4.6.4 Disputes Concerning Labor Standards: The United States Department of Labor has set forth in 29 CFR parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives. [https://www.law.cornell.edu/cfr/text/29/5.5](https://www.law.cornell.edu/cfr/text/29/5.5)

4.7 Proposal Rejection: The CVTD 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.

4.8 Single Proposal Response: If only one Proposal is received in response to this solicitation, a detailed cost Proposal may be requested of the single Contractor.

4.9 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 RFQ, 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 RFQ or any Addenda to the RFQ. A hard copy is attached in the Attachment section.

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 enough 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 department using the Request for Clarification form in Attachment G. All RFCs should be submitted by **05/21/2021**.

As soon as practical, the CVCOG department will send out an Addendum to all prospective Contractors answering all Request for Clarification (RFC) based on the date above. Only written responses provided as Addenda shall be official and all other forms of communication with any employee or agent of the CVCOG department shall not be binding. Addenda shall also be posted on the CVTD (www.cvtd.org) and CVCOG (www.cvcog.org) websites.

4.10 **Evaluation of Qualifications:**
The evaluation of the Qualifications shall be based on the requirements described in this RFQ. All properly submitted Qualifications will be reviewed, evaluated, and ranked by a Selection Committee appointed by the Contracting Manager. The top three (3) or fewer ranked Respondents may be selected by the Owner for further consideration by participating in an interview where Qualifications will be presented and examined in further detail and where questions will be posed by the Selection Committee and answered by the responding Contractor.

4.10.1 Qualifications submittals should not include any information regarding Respondent’s proposed fees, pricing, or other compensation considerations as these will not be a factor in the selection of the most qualified Respondent.

4.10.2 **Owner’s Reservation of Rights:**
The Owner may evaluate the Qualifications based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Qualifications and re-solicit for new Qualifications, or to reject any and all submissions and temporarily or permanently abandon the Project. Owner makes no representations, written or oral, that it will enter into any form of agreement with any Respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.

4.10.3 **Acceptance of Evaluation Methodology:**
By submitting its Qualifications in response to this RFQ, Respondent accepts the evaluation process and acknowledges and accepts that determination of the “most qualified” firm(s) will require subjective judgments by the Owner. Determinations by the Selection Committee will be subject to routine administrative review by the Owner’s executive officers but, once a selection is announced, it will not be subject to further review.

4.10.4 Evaluation Criteria:
- Overall quality of the Statement of Qualifications per responses to questions from section three – 15%
- The qualifications and experience of the professional personnel to be assigned to the project, including reference checks – 20%
- The consultant's capability to meet time and the availability of personnel to respond and provide services in a timely manner – 10%
- Present or projected workload that would affect completion of the project – 10%
- Related experience on similar projects – 30%
- Small businesses owned and controlled by socially and economically disadvantaged individuals and which have been certified as a Disadvantaged Business Enterprises (DBE) from through a state Uniform Certification Program – 15%

4.10.5 Evaluation Process:
Upon receipt of responses, selection committee members will evaluate all responsive proposals and assign scores based on the stated evaluation criteria provided. Highest ranking firms may be asked to attend an interview or CVTD may opt to open direct negotiations with the firm that presents the most qualified, highest scoring proposal. If interviews are conducted, finalists are encouraged to bring renderings/photos of related examples of work and any other pertinent past project information. Contract negotiations will commence with the highest-ranked architectural firm. The contract will be awarded upon reaching an appropriate price for this work. If an appropriate agreement cannot be reached with the highest-ranked firm, the second-ranked firm will be approached, and so on. Unsuccessful firms will be notified as soon as possible.

This solicitation is being offered in accordance with federal and state statutes governing procurement of professional services. Accordingly, CVTD reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed, as well as the right to reject any and all responses deemed unqualified, unsatisfactory or inappropriate.

The project involves planning and construction administration, and no future work is implied or guaranteed. CVTD reserves the right to increase the scope of work or additional projects with the selected firm as long as the increase or addition is within the firm’s ability. Payment and contract terms will be negotiated with the selected firm.

In no event shall any official, officer, employee or agent of CVTD/CVCOG be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, not for any statement, representation or warranty made therein or in any connection with the agreement.
4.11 Offer & Award:
Once the CVTD has decided to make an Award on this solicitation, the CVCOG Procurement Department will send the successful Contractor(s) an email award notification. Negotiations of pricing and a contract will be executed with the awarded Contractor, and upon execution of the signed contract by the Executive Director, a copy will be emailed to the awarded Contractor(s).

PART 5 GENERAL CONTRACTUAL PROVISIONS

5.0 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 CVCOG and/or CVTD 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/CVTD department, on the other hand, other than the relationships which have previously been disclosed to CVCOG department in writing and (2) proposer has not been an employee of any component institution of the CVCOG 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 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/CVTD 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.

5.1 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 RFQ and any resulting Contracts shall be the Texas General Court of Justice in Tom Green County.

5.2 Indemnification:
The Contractor agrees to and shall indemnify and hold harmless CVCOG 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.
5.3 **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 department shall be promptly repaired or replaced at Proposer’s expense. Any and all costs incurred by the CVCOG department in connection with the return of goods or rejection of services shall be at the Proposer’s risk and expense.

5.4 **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 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 always 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 department:

Contractor agrees that contractor and contractor’s employees and agents have no employer-employee relationship with CVCOG. CVCOG 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 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)

*If no workers comp insurance is carried by the construction contractor, CVCOG and/or CVCOG cannot and will not be held responsible for any and all injuries incurred by employees of contractor while working at any CVCOG and/or CVCOG facilities.

5.5 **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 allye.potter@cvcog.org

5.6 **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 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 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.

5.7 **Parties & Changes in Parties:**
**PARTIES**
The parties to any Contract executed as a result of this Solicitation shall be the CVCOG department and the Contractor as set out in the Successful Proposal.

If information such as remit to address location and/or business status changes during the contract, 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 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 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.

5.8 **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.

5.9 **Termination**
Upon award, the contract may be terminated, without penalty, by CVCOG department or the contractor with or without cause by giving at least thirty (30) days written notice of such termination.

This contract may be terminated by either the contractor or by CVCOG 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 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 as provided for under this section give rise to any liability on the part of CVCOG department including, but not limited to, claims of contractor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. CVCOG department’s sole obligation hereunder is to pay contractor for products or services received prior to the date of termination.

5.11 **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’s Executive 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.
**Disputes should be addressed as follows:**

Concho Valley Council of Governments  
Attn: John Austin Stokes, Executive Director  
2801 W. Loop 306, Suite A  
San Angelo, TX  76904

OR

Concho Valley Council of Governments  
Attn: John Austin Stokes, Executive Director  
P.O. Box 60050  
San Angelo, TX 76906

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 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 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.
5.12 **Contract Communications:**
Communications in connection with any Contract executed as a result of this Solicitation shall be in writing and shall be delivered via email to allye.potter@cvcog.org.
### I. Request for Clarifications Form (RFC)

Proposer: ________________________________________________________________

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

<table>
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<th>RFC Number:</th>
<th>Proposer Name:</th>
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<th>Section Title</th>
<th>RFQ Section No.</th>
<th>RFQ Subsection No.</th>
<th>RFQ Paragraph No.</th>
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<th>List of Attachments</th>
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<th>3</th>
<th>4</th>
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Explanation/Justification for RFC

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**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.
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.
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 property executed manner will result in the bid/proposal being found non-responsive and rejected.
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

________________________ Date
PROPOSER INFORMATION AND SIGNATURE

Proposer certifies that the individual signing this document, and documents made a part of this RFQ, 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 ______
- Response Form ______
- 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.
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: _______________________________________________________________