

REQUEST FOR PROPOSALS (RFP)
Regional Rural Broadband Network Design
RFP Number: 2020-02 (As Revised May 20, 2020)

DATE ISSUED: Wednesday, April 29, 2020

- **Revised May 13, 2020 to Extend Questions Deadline**
- **Revised May 18, 2020 to add paragraph to Deliverables on page 7 and add paragraph to Section E on page 9.**
- **Revised May 20, 2020 to eliminate Fee Schedule and Cost Proposal, eliminate Best and Final Offer provision, and adjust scoring criteria. Changes are summarized in Appendix B which has been added on page 23.**

**REQUIRED ONLINE
PRE-PROPOSAL
CONFERENCE:**

Tuesday, May 12, 2020 @ 3:00 P.M. CDT

**QUESTIONS
DEADLINE:**

Thursday, May 21, 2020 @ 5:00 P.M. CDT

CLOSING DATE:

Wednesday, June 03, 2020 @ 5:00 P.M., CDT

FORMAT:

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

SUBMIT TO:

Deep East Texas Council of Governments
Attn: Network Design RFP No. 2020-02
1405 Kurth Drive
Lufkin TX 75904

Those responding to this solicitation may elect to either mail, ship, or personally deliver their proposals to the offices of the Deep East Texas Council of Governments (DETCOG). DETCOG will not accept any proposals delivered by telephonic, electronic or facsimile means.

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

A **mandatory** online Pre-proposal Conference will be held. Participation is required by at least one representative of each respondent. Proposals will not be considered from non-participating respondents.

Please submit any questions regarding this solicitation in writing or by e-mail to the DETCOG at Respond@DETCOG.gov by the date and time specified in this RFP as the Questions deadline. Questions received after the deadline date and time will not be answered.

Deep East Texas Council of Governments & Economic Development District

All answers to questions, clarifications and interpretations to this Solicitation will be in writing and identified as a Letter of Clarification. Verbal communications and other written documents intended to clarify and interpret will not legally bind DETCOG. Only information supplied by a Letter of Clarification and posted to the DETCOG website should be used in preparing Proposal responses. Any Letter of Clarification will be posted on the DETCOG website under “Notices & Resources/RFPs & RFQs” (<https://www.detcog.gov/rfps-rfqs>) as soon as it is available.

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

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

Respondent is <i>REQUIRED</i> to sign (in blue ink) this <i>RFP Signature Page</i> and return with the submitted proposal.	
Legal Name of Entity/Individual Filed with IRS for this Tax ID NO.:	
Doing Business As (DBA) Name:	
Company Mailing Address:	
City, State, Zip Code:	
Billing Address (if different from company address):	
Tax I.D. Number (EIN):	DUNS # (if applicable):
Contact Person:	Phone Number:
Email Address:	
Authorized Signature of the person authorized to bind your company to any contract/purchase order that may result from this Solicitation:	
Authorized Signature:	Date:
Printed Name:	Title:
Email Address:	

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

PART I – GENERAL INFORMATION

Organization Background

The Deep East Texas Council of Governments and Economic Development District (DETCOG) was organized in 1966 and is a voluntary association of Counties, Cities, Independent School Districts, River Authorities, Special Districts and sustaining private industry members in a 12-county region of Deep East Texas. The region encompasses an area of 10,383 square miles and is home to approximately 385,000 residents. DETCOG is governed by a Board of Directors composed of representatives of member local governments. All DETCOG programs are carried out under the policy direction of its Board of Directors.

DETCOG envisions a Deep East Texas region where all people have the necessary skills and opportunities to achieve their individual dreams; a Deep East Texas where people enjoy good health, safety and security, and a high quality standard of living. DETCOG assists its members' efforts to increase jobs and strengthen their local economies. Regional cooperation leads to stronger communities and more efficient use of resources. DETCOG provides the opportunity for local jurisdictions to work together to accomplish more than any individual member could accomplish on its own.

Project Background

DETCOG considers a modern digital infrastructure with broadband service that is accessible and affordable for all to be a critical component of a competitive and modern regional ecosystem for its enterprise and residential stakeholders. Our goal is reliable and affordable broadband for everyone in Deep East Texas. At present, broadband service is either inadequate or not available in many areas of the region. DETCOG commissioned inCode Consulting to conduct a regional broadband market analysis and feasibility study as a first step in development of a broadband network to provide high-speed internet and data services to all 12 counties of the region. DETCOG assumes this will include a mixture of Fixed Wireless and Fiber to Home. The next step in the process is the Network Design phase.

Objective/Purpose

DETCOG is seeking a qualified and experienced engineering firm (hereinafter referred to as “Engineer”) to provide Network Design services as described in Part II - Scope of Work. This RFP (No. 2020-02) is for Network Design services in the seven (7) DETCOG counties which are included in the Hurricane Harvey Presidential Disaster Declaration. These seven counties include: Jasper, Newton, Polk, Sabine, San Augustine, San Jacinto, and Tyler.

DETCOG intends to negotiate a separate contract with the Engineer chosen under this RFP to also provide Network Design services for the remaining five (5) DETCOG counties not included in the Hurricane Harvey Presidential Disaster Declaration. These five counties include: Angelina, Houston, Nacogdoches, Shelby, and Trinity.

A more detailed description of the desired deliverables is provided in the following sections of this document. DETCOG reserves the option to achieve the maximum value for its investment by including additional related services in the resulting vendor contract after reviewing vendor proposals.

Federal Funding and Stipulations

This project will be funded with Federal funds from the United States Department of Commerce, Economic Development Administration (EDA), and therefore is subject to the Federal laws and regulations associated with that program. Final execution of a contract to perform the services described in this RFP is contingent upon review and approval by the EDA. The EDA funds flow to DETCOG from the Hurricane Harvey Disaster Recovery funds.

DETCOG intends to apply for funding from other Federal Agencies to fund future construction of the regional broadband network, including but not limited to funds managed, awarded, or administered by the Federal Communications Commission and the U.S. Department of Agriculture and their subparts or sub-agencies (collectively, the Federal Agencies). Future funding to construct the network will be subject to the Federal laws and regulations associated with such programs.

Compliance with Federal Regulations

To be considered, all Respondents must acknowledge and certify that they will in all respects comply with Federal requirements including but not limited to Equal Employment Opportunity laws and regulations, the Davis Bacon Wage Act, the Contract Work Hours and Safety Standards Act, and all other provisions set forth in CFR Part 200, Appendix 2 and requirements of the Federal Agencies. Any Respondent that does not acknowledge this in writing will not be considered.

Solicitation Schedule

EVENT	DATE
Date RFP Issued	Wednesday, April 29, 2020
Required Online Pre-Proposal Conference *	Tuesday, May 12, 2020
Questions from Proposers due to DETCOG	Thursday, May 21, 2020
Proposals Due	Wednesday, June 03, 2020
Presentations from Short-Listed Candidates	Week of June 15 th (Tentative)
Contract Start Date (estimated)	Wednesday, July 01, 2020

* To register for the online Pre-Proposal Conference, send an email to Respond@detcog.gov. Include name and email address of person(s) who will participate. Invitations and log-in credentials will be emailed to those persons.

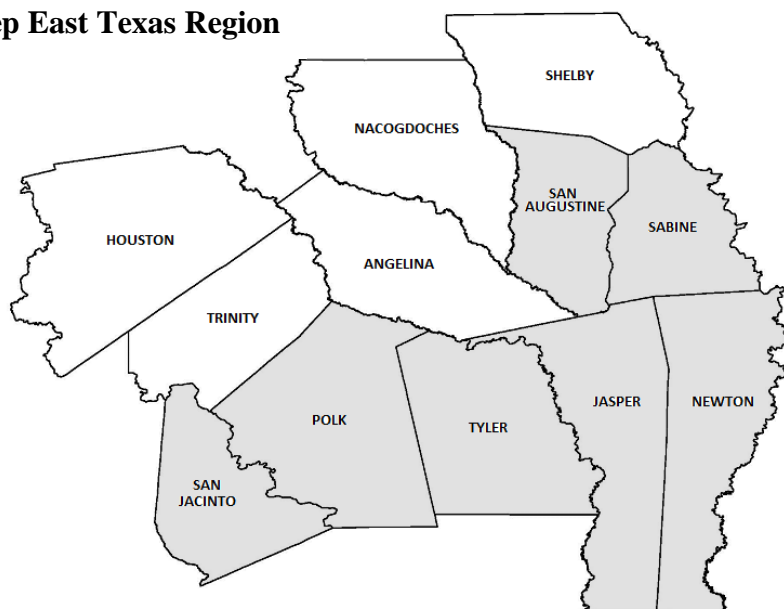
Scheduled Time Frame

The Network Design phase must be completed before DETCOG can apply for funding to implement construction of a regional broadband project; therefore, time is of the essence. DETCOG will negotiate with the Engineer selected to develop a timeline for completion. DETCOG reserves the right to extend and/or expand the scope of the contract, subject to approval by the DETCOG Board of Directors or Executive Committee, review and approval by the EDA, and/or additional funding availability.

Funding Agreement Terms and Conditions

DETCOG reserves the right to require specific modifications to proposals accepted for funding before agreeing to negotiate contracts including specific items to bring the proposal into compliance with the Federal Agencies, or State laws or regulations, requirements of this Request, or DETCOG policies.

Deep East Texas Region



The shaded counties are the counties included in this RFP.

DETCOG intends to negotiate with the successful respondent to provide Network Design services for the remaining five counties (unshaded) under a separate contract.

Regional Information

- 12 Counties and 43 Cities
- Population = approximately 385,000 (132,906 homes / 6395 businesses)
- 38 Law Enforcement Agencies (not including school district police departments)
- 15 Public Safety Answering Points (PSAPs) in Regional 911 Network
- 22 Additional Dispatch Centers (not 911 PSAPs)
- 50 Public School Districts with 150+ campuses
- 2 Higher Education Institutions (13 locations including extension campuses)
- 11 Hospitals and 40+ Other Healthcare Facilities (Urgent Care / ER / Outpatient Surgery / LTC)
- 4 Electric Distribution Cooperatives

Deep East Texas Electric, Houston County Electric, Jasper-Newton Electric, Sam Houston Electric

Statistics for the Seven-County Area included in this RFP

- 7 Counties and 20 cities
- Population = approximately 163,417
- 19 Law Enforcement Agencies (not including school district police departments)
- 7 Public Safety Answering Points (PSAPs) in Regional 911 Network;
- 5 Additional Dispatch Centers (not 911 PSAPs)
- 22 Public School Districts with 61 campuses
- 3 Higher Education extension campuses
- 5 Hospitals and 20 Other Healthcare Facilities (Urgent Care / ER / Outpatient Surgery / LTC)
- 3 Electric Distribution Cooperatives

Deep East Texas Electric, Jasper-Newton Electric, Sam Houston Electric

PART II – SCOPE OF WORK

Broadband Vision Statement

The vision of DETCOG is to facilitate development of a world-class telecommunications infrastructure for our region for the 21st century and beyond. Broadband is a critical service for health and safety, quality of life and economic development. Every home, business, nonprofit organization, government entity, and education institution should have the opportunity to connect affordably, easily and securely. DETCOG intends to empower its citizens, local businesses, governments and schools to be network economy producers, not just consumers of network information and data services. DETCOG is looking for innovative solutions that will provide a cost-effective and rigorous path forward to present value to potential stakeholders, and to the region as a whole. Consideration that the region is rural and funding is limited is a priority to incorporate into development of the infrastructure.

Qualification of Engineer

The Engineer selected must possess the necessary experience, tools, data, professional training and licensing needed to perform the Network Design work described below and professionally certify the results. The financial strength and stability to successfully complete project is also required.

Deliverables

The Engineer must provide a detailed, actionable Network Design plan that includes, at a minimum, all of the deliverables listed below, provided in a format or formats acceptable to DETCOG.

- A desktop network design, showing how the broadband network will be built to meet subscriber requirements, including the proposed technology that will be used to deliver the broadband services, existing network assets that will be used, and proposed new network assets that will be built, that also shall:
 - Include an overlay showing the service areas of the three Electric Distribution Cooperatives and their rights-of-way;
 - Identify (in overlaid map with Electric Distribution Cooperative service territories) those current service areas where at least 90% of households lack access to fixed, terrestrial broadband service of a least 10 megabits per second (Mbps) downstream and 1 Mbps upstream; and
 - Identify (in overlaid map with Electric Distribution Cooperative service territories) those current service areas that lack any existing broadband speed of at least 10 Mbps downstream and 1 Mbps upstream.
- DETCOG assumes a mixture of Fixed Wireless and Fiber to Home. The network should be designed for a ***minimum*** performance of 25 Mbps download and 3 Mbps upload during peak hours assuming 90 percent penetration. Our expectation is higher speeds for most of the region. If the 25/3 minimum is not feasible everywhere, exceptions will be considered in some remote areas. **Our goal is to achieve the highest network speeds that are economically feasible throughout the region.**
- A network diagram which provides a map of connections for the network, including a diagram of existing network infrastructure to be used, proposed new network assets that will be built, core elements, distribution network elements, and access elements.
- A construction map which identifies the geographical areas where construction will take place, whether the route will follow existing easements or require additional easements, and whether or not the route will cross any Tribal Lands or Federally Managed Lands.

Also included would be assistance by the Engineer with completion of any required environmental questionnaires.

- A projected construction schedule for the project, including milestones representing points through the project lifecycle that identify key stages or development changes, and buildout support for reasonableness with data points for each milestone.
- A detailed list of costs associated with the project, with costs broken down by project asset category and type, cost per unit, and total cost.
- The final deliverable must include a complete and actionable plan that, when implemented, will result in a successful fiber-optic based broadband network to provide high-speed internet and data services throughout the seven-county area.
- Design and costs should reflect above- or below-ground for any wiring.
- Provide primary connection points for the fiber/internet.
- Provide impact of broadband outage (how many homes will go broadband-dark in case of a network failure).
- Provide information to reflect and justify Engineer's level of confidence of design data.
- After this project is completed, the Engineer agrees to assist DETCOG in the development of applications for funding from the Federal Agencies, state, or private sources. Engineer agrees to provide, at no additional charge, a maximum of 30 additional hours of professional consultation and assistance, provided this assistance is requested by DETCOG within 180 days from the date of the final payment for services rendered under this RFP.
- **ADDED 5/18/2020: If funding is available at the time this RFP is awarded, Engineer may be asked to provide additional engineering/design work which may include but is not limited to desktop low level network design for a portion of the addressable area.**

Post Award Meeting

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

PART III - RESOURCES TO BE PROVIDED FROM REGIONAL BROADBAND STUDY

The Engineer will be provided access to a significant amount of information and data from the Regional Broadband Market Analysis and Feasibility Study conducted for DETCOG by inCode Consulting.

- A summary of the findings of the study will be provided to all prospective respondents.
- The Engineer selected will be provided access to all data and resources from the study.
- DETCOG will host an online Pre-Proposal Conference in which the inCode study team will provide more information about the results of the study and resources and data from it with all prospective respondents. This conference will be held Tuesday, May 12, 2020 at 3:00 P.M. CDT. Respondents should register for the Pre-Proposal Conference by sending an email to Respond@detcog.gov. Include name and email address of person(s) who will participate. Invitations and log-in credentials will be emailed to those persons.

PART IV – SUBMISSION OF PROPOSAL

A. Instructions for Submission

Number of Copies - Please submit Five (5) printed copies of the Proposal, one (1) printed original signed in BLUE ink, and One (1) electronic copy in .pdf format on USB, in a sealed envelope bearing the assigned RFP Number, located on the first page of the RFP. Responses may be submitted by mail, delivery service/courier, or personal delivery to the DETCOG offices at the following address:

Deep East Texas Council of Governments
Attn: Network Design RFP No. 2020-02
1405 Kurth Drive
Lufkin TX 75904

Note: The DETCOG offices are open to accept deliveries Monday through Friday, 8:30 A.M. to Noon and 1:00 P.M. to 4:30 P.M. (until 5:00 P.M. on June 3rd only)

DETCOG shall bear no responsibility for submitting responses on behalf of any Proposer. Proposals may be submitted any time prior to the stated deadline. Submission of proposal will constitute acknowledgement and acceptance of all the terms and conditions contained within this RFP. Proposers, their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of this RFP at the time a proposal is submitted to DETCOG.

Time for Submission- Proposals must be submitted no later than the date and time indicated for submission in the RFP. Late submittals will not be considered and will be returned. Proposers may submit their proposal to DETCOG any time prior to the stated deadline.

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

Complete Submission- Proposers are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Incomplete proposals may lead to a proposal being deemed non-responsive. Non-responsive proposals will not be considered.

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

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

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

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

PART V - PROPOSAL CONTENTS

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

A. RFP Signature Page (found on page 2 of this RFP)

B. Cover Letter

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

C. Methodology and Approach

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

D. Project Organization and Management / Staff Responsibilities and Qualifications

A project organization and management plan should be developed. A general summary of the approach to be used in accomplishing the work should be given. The project manager and other key staff members must be specified and a clear indication given as to their respective roles, and person-hours by task dedicated to the project. Brief resumes of staff members, including field staff, should be included. Substitutions for essential personnel will not be allowed without DETCOG's prior approval and resulting delays will be the responsibility of the respondent. DETCOG retains the right to request the removal of any personnel found, in DETCOG's opinion, to be unqualified to perform the work. If substitutes or back-up personnel are planned on a contingency basis, they should be indicated in the plan. (Maximum 10 pages)

E. (Deleted 5/20/2020)

F. References

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

G. Staff Project List (Appendix A)

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

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

I. Other

Submit information to demonstrate the proposer's financial capacity to successfully complete the project. Submit any additional information the Proposer deems pertinent to demonstrating its experience and qualifications to perform the services being requested such as memberships in any professional associations, documents, examples, and others. (Maximum 10 pages)

PART VI – TERMS AND CONDITIONS

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

A. DETCOG Terms and Conditions

1. DETCOG will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.
2. All materials submitted to DETCOG in response to this RFP, including any attachments, appendices, or other information submitted as a part of a proposal, may be considered public information. Any information submitted that is considered by the respondent to be a trade secret or proprietary information should be clearly labeled as such. All materials become the property of DETCOG upon submission and may be reprinted, published, or distributed in any manner by DETCOG according to open records laws, requirements of the US Department of Labor and the State of Texas, and DETCOG policies and procedures. DETCOG is not responsible for the return of creative examples of work submitted.
3. DETCOG will not be held accountable if material from responses is obtained without the written consent of the contractor by parties other than DETCOG, at any time during the evaluation process.
4. Contract Termination:
 - a. *Convenience*

DETCOG may terminate the Agreement in whole or in part without cause at any time by written notice by certified mail to the Engineer whenever for any reason DETCOG determines that such termination is in the best interest of DETCOG. Upon receipt of notice of termination, all services hereunder of the Engineer and its employees and subcontractors shall cease to the extent specified in the notice of termination. In the event

of termination in whole, the Consultant shall prepare a final invoice within 30 days of such termination reflecting the services actually performed which have not appeared on any prior invoice. Such invoice shall be satisfactory to the Executive Director or his designee. DETCOG agrees to pay the Engineer, in accordance with the terms of the Agreement, for services actually performed and accruing to the benefit of DETCOG, less payment of any compensation previously paid.

b. Default

DETCOG may, by written notice of default to the Engineer, terminate the whole or any part of the Agreement in any one of the following circumstances:

- (1) If the Engineer fails to perform the services herein specified within the time specified in the Agreement or any extension thereof; or
- (2) If the Engineer fails to perform any of the other provisions of the Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreement so that completion of the services herein

specified within the agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by DETCOG in writing) after receiving written notice by certified mail of default from DETCOG.

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

B. Anti-Competitive Behavior

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

C. Contact by Proposer

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

a violation by another party may have its Proposal rejected in accordance with DETCOG Procurement Policy.

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

D. Updates to the Request for Proposal

Any changes, corrections, additions, or deletions made to this Request for Proposal will be posted to the DETCOG website (<https://www.detcog.gov/rfps-rfqs>). It is the responsibility of proposers to check the website for any possible changes.

E. Interpretation of Specifications

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

F. Ownership of Materials

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

G. Suspension and Debarment

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

H. Clean Air Act

- (1) The Engineer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Engineer agrees to report each violation to the DETCOG and understands and agrees that the DETCOG will, in turn, report each violation as required to assure notification to the proper local, state, and federal authorities.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the EDA.

I. Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the DETCOG and understands and agrees that the DETCOG will, in turn, report each violation as required to assure notification to the proper local, state, and federal authorities.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the EDA.

J. Procurement of Recovered Materials

- (1) In the performance of this contract, the Engineer shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

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

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

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

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

L. Payment Terms

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

M. Access to Records

The following access to records requirements apply to the contract:

- (i) The Engineer agrees to provide DETCOG, the EDA, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Engineer which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (ii) The Engineer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (iii) The Engineer agrees to provide the DETCOG Executive Director or his authorized representatives access to work sites pertaining to the work being completed under the contract.

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

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

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

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

P. DETCOG Responsibilities

DETCOG is responsible for project administration and final decisions on all contractual matters. All responses to inquiries about the RFP and attachments will be posted on the DETCOG website as often as possible. Visit <https://www.detcog.gov/rfps-rfq> to access the RFP page. DETCOG has sole discretion and reserves the right to cancel this RFP or to reject any or all proposals received prior to the contract award. DETCOG reserves the right to waive any formalities concerning this RFP, or to reject any or all proposals or any part thereof.

Q. Title VI Requirements

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

R. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

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

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

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

Engineer will comply will all applicable federal law, regulations, executive orders, EDA policies, procedures, and directives.

T. Byrd-Anti Lobbying Amendment

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) - Bidders for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Respondent agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

U. Discrimination

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

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- h) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

V. Lobbying

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

W. Management Plans/Consortiums, etc.

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

X. Insurance

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

Y. Drug-Free Workplace

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

Z. Publicity

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

AA. No Obligation by Federal Government

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

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

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

CC. Resolution of Protested Solicitations and Awards

1. Procedure

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

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

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

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

2. Expedited Resolution

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

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

3. Appeals

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

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

c. Appeals of DETCOG decisions to a grantor agency are limited to violations of federal law or regulations and the standards of Section 3016.36 of the Uniform Administration Requirements for Grants and Cooperative Agreements to State and Local Governments; and violations of DETCOG's protest procedures for failure to review a complaint or protest.

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

PART VII - EVALUATION AND SELECTION PROCESS

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

Each criterion is given a weight with a cumulative total of 100%. The evaluation committee will determine a score on a scale of 1-10 for each criterion and proposals are then ranked based on the total of the weighted score.

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

Deep East Texas Council of Governments & Economic Development District

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

A. Selection Process

Upon review of all information provided by proposers, the evaluation committee will rank each proposal and report the rankings to the DETCOG Board of Directors or Executive Committee. DETCOG intends to select a proposal that best meets the needs of DETCOG and other stakeholders to be determined. (Added 5/20/2020) In accordance with Chapter 2254 of the Texas Government Code, the selected respondent whose selection was based on qualifications will then negotiate with DETCOG on fee and contract conditions. If DETCOG determines that a fair and reasonable price cannot be achieved with the respondent of choice, negotiations will proceed with the second most-qualified respondent and continue the process until a mutually agreed contract can be negotiated with a qualified respondent. The final approval and selection of award lies with the Board of Directors or Executive Committee.

B. Contract Award

A recommendation will be presented to the DETCOG Board of Directors or Executive Committee for approval to negotiate, and execute, a contract with the ranked Engineers in descending order. However, the final approval of a contract lies with the Board of Directors or Executive Committee. DETCOG reserves the right to delay that date as needed and to reject any and all proposals as deemed in its interest. (Added 5/20/2020) Any contract awarded will be on a fixed price basis.

C. Debriefing

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

D. Oral Presentation/Demonstration and/or Interview

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

E. (Deleted 5/20/2020)

F. Evaluation Criteria

Responsiveness to Proposal (Pass/Fail)

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

Qualifications, Experience and Capability (50%) (5/20/2020) Increased from 40% to 50%

The proposal demonstrates the organizational structure, experience, qualifications and capability (including financial capacity) of the Engineer to perform the work described in this RFP, as well as the experience, qualifications and capability of personnel who will work on the project. Relevant experience on similar projects is demonstrated by at least three (3) references to previous, similar work comparable to the work described in this RFP.

Methodology and Approach (30%) (5/20/2020) Increased from 20% to 30%

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

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

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

Section Deleted - (5/20/2020) Cost Proposal Criteria Deleted

PART VIII – INSTRUCTIONS TO PROPOSERS

A. Examination of Documents and Requirements

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

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

B. Modification of Proposal (Before Submission Deadline)

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

C. Non-Responders to RFP

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

Respond@DETCOG.gov

D. Additional Information

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

PART IX – CHECKLIST OF REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL

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

PART X - REQUIRED FORMS IF AWARDED A CONTRACT

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

Appendix A – Project Staff List

Staff Member Name	
(Please note sub-contracting firm's name if applicable)	
Title	
Percent of Staff member's time dedicated to project	
Number of years in broadband consulting	

Staff Member Name	
(Please note sub-contracting firm's name if applicable)	
Title	
Percent of Staff member's time dedicated to project	
Number of years in broadband consulting	

Staff Member Name	
(Please note sub-contracting firm's name if applicable)	
Title	
Percent of Staff member's time dedicated to project	
Number of years in broadband consulting	

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Percent of Staff member's time dedicated to project	
Number of years in broadband consulting	

Staff Member Name	
(Please note sub-contracting firm's name if applicable)	
Title	
Percent of Staff member's time dedicated to project	
Number of years in broadband consulting	

Appendix B – Summary of Changes Made on 5-20-2020

This revision of RFP 2020-02 includes the following changes from the previous version:

- On page 9, Paragraph E: Fee Schedule and Cost Proposal has been deleted.
- On page 19, the following language has been added in Paragraph A: Selection Process:
“In accordance with Chapter 2254 of the Texas Government Code, the selected respondent whose selection was based on qualifications will then negotiate with DETCOG on fee and contract conditions. If DETCOG determines that a fair and reasonable price cannot be achieved with the respondent of choice, negotiations will proceed with the second most-qualified respondent and continue the process until a mutually agreed contract can be negotiated with a qualified respondent.”
- On page 19, the following language has been added in Paragraph B: Contract Award:
“Any contract awarded will be on a fixed price basis.”
- On page 19, Paragraph E: Best and Final Offer has been deleted.
- On page 20, Evaluation Criteria has been adjusted as follows:
 - Qualifications, Experience and Capability increased from 40% to 50%
 - Methodology and Approach increased from 20% to 30%
 - Cost Proposal has been deleted.

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

SCHEDULE OF PARTICIPATION / GOOD FAITH EFFORT**

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

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

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

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

Solicitation #: _____ Solicitation Title: _____

Prime Contractor

Small/Minority/Women Business/Labor Surplus Entity

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

Description of goods/services to be provided

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

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

Small/Minority/Women Business/
Labor Surplus Entity
Authorized Signature

Prime Contractor
Authorized Signature

Date

Date

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

Deep East Texas Council of Governments & Economic Development District

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

SCHEDULE OF PARTICIPATION / GOOD FAITH EFFORT

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

Documentation may include the following:

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

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

Solicitation #: _____ Solicitation Title: _____

Prime Contractor

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

Prime Contractor
Authorized Signature

Date

Deep East Texas Council of Governments & Economic Development District

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

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

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

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

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Houston-Galveston Area Council or other federal department or agency, may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to whom this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Houston-Galveston Area Council or other federal department or agency, as applicable.

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

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts " without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Deep East Texas Council of Government, or other federal department or agency, as applicable, may pursue available remedies, including suspension and/or debarment.

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

Indicate which statement applies to the covered potential contractor:

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

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

NAME OF POTENTIAL CONTRACTOR _____

VENDOR ID NO. /FEDERAL EMPLOYER ID NO. _____

Signature of Authorized Representative

Printed/Typed Name of Authorized Representative

Date

Title of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

- 2 -

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
2. The inability of a contractor to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such contractor from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective contractor shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required, to check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center;">OFFICE USE ONLY</div> <div style="border: 1px solid black; height: 100px; margin-top: 5px;"> <div style="position: absolute; top: 5px; right: 5px; font-size: small;">Date Received</div> </div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information is being disclosed. </div> <div style="text-align: center; margin-top: 10px;"> <hr style="width: 30%; margin: 0 auto;"/> Name of Officer </div>		
<div style="border: 1px solid black; padding: 2px;"> 4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. </div> <div style="margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: center; gap: 50px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: center; gap: 50px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. </div>		
<div style="border: 1px solid black; padding: 2px;"> 6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). </div>		
<div style="border: 1px solid black; padding: 2px;"> 7 </div>		
<div style="border: 1px solid black; padding: 2px;"> Signature of vendor doing business with the governmental entity </div>		<div style="border: 1px solid black; padding: 2px;"> Date </div>

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

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

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
<div style="text-align: right; margin-bottom: 10px;"> _____ Signature of authorized agent of contracting business entity </div> <div style="margin-bottom: 10px;"> AFFIX NOTARY STAMP / SEAL ABOVE </div> <div style="margin-bottom: 10px;"> Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office. </div> <div style="display: flex; justify-content: space-between;"> _____ _____ _____ </div> <div style="display: flex; justify-content: space-between; font-size: small;"> Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath </div>			
ADD ADDITIONAL PAGES AS NECESSARY			