



CONCHO VALLEY

COUNCIL OF GOVERNMENTS

REQUEST FOR OFFERS (RFO) **FOR CVTD GPS TRACKING FOR BUSES**

Concho Valley Transit District

San Angelo, Texas

RFO #: CVCOG-22-Transit-R-0018

Contact:

Amy Briley

Contracts & Open Records Specialist

amy.briley@cvcog.org

Deadline for Questions: 07-15-2022

Deadline for Submission: 3:00 p.m. 08-05-22

PART 1 GENERAL INFORMATION

1.1 Agency Information:

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

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

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

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

1.2 Objective of Solicitation:

CVTD invites sealed bids from responsible and responsive companies for GPS tracking systems for Transit buses. The system should include both hardware and software components. The software should have a publicly accessible component, or should interface with publicly available tracking systems.

1.3 General Information:

1.3.1 Pre-Submittal Conference:

A pre-submittal conference will not be held for this solicitation. All questions should be submitted in writing per section 1.3.3.

1.3.2 **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 RFO information.

1.3.3 **Clarifications and Interpretations:**

Any clarifications or interpretations of this RFO that materially affect or change its requirements will be posted by the CVCOG/CVTD as Addenda. 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 on the following the due date for addenda to be posted. This due date is provided in section 1.5.1 Estimated Timeline of RFO.**

1.3.4 **No Reimbursement for Costs:**

Contractor acknowledges and accepts that any costs incurred from the contractor's participation in this RFO shall be at the sole risk and responsibility of the Contractor.

1.3.5 **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.

1.4 **Term:**

CVCOG anticipates awarding a **one-year contract** resulting from this solicitation. All terms and pricing will be good for one year beginning on the effective date of the resulting contract. Properly submitted proposals will not be returned to Contractors.

1.5 **Instructions to Bidders:**

1.5.1 All contractors are encouraged to send any questions using the Request for Clarification form to Amy Briley, Contracts & Open Records Specialist, at amy.briley@cvcog.org by **July 15, 2022**. Answers and any supplemental materials pertaining to submitted questions will be posted to the CVTD (www.cvttd.org) and CVCOG (www.cvcog.org) websites in the form of addenda addressing each submitted question. **Addenda will be posted no later than EOB July 22, 2022.**

*Except as provided in this RFO 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.***

1.5.2 Contractors shall submit sealed proposals in an envelope with **two (1) original printed copy 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: **August 5, 2022; 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 RFOs number as shown below:

**PROPOSALS NO. CVCOG-22-Transit-O-0018
Concho Valley Council of Governments
Attn: Amy Briley
Contracts & Open Records Specialist
5430 Link Road
San Angelo, Texas 76904**

1.5.3 **Estimated Timeline of RFO:**

CVCOG Publishes RFO.....	06-27-2022
RFO Submittal Questions Deadline.....	07-15-2022
Deadline for Posting of Addenda.....	07-22-2022
Deadline for Submittal of Bids.....	08-05-2022
CVCOG Evaluation of Responses.....	08-08-2022
CVCOG Vendor Selection and Award.....	08-12-2022

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

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

1.7 **Bid Postponement & Addenda:**
The Procurement department reserves the right to revise or amend the specifications up to the time set for opening the Bids. Such revisions and amendments, if any, shall be announced by Addenda to this solicitation in the same manner as the original advertisement. If the revisions and Addenda require changes in quantities or prices bid, or both, the date set for opening Bids may be postponed by such number of days as in the opinion of the Procurement department shall enable Bidders to revise their Bids.

1.8 **Bid Withdrawal or Modification:**

No proposal may be changed, amended or modified after it has been submitted or filed in response to this solicitation, except for obvious errors in extension or as part of the bidding process. However, a proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals. No proposal may be withdrawn after the submittal deadline without approval by CVTD, which shall be based on proposer's submittal in writing of a reason acceptable to CVTD.

PART 2 SCOPE OF WORK

2.1 **No Guarantee of Volume:**

CVTD does not guarantee any specific amount of compensation, volume, minimum or maximum number/amount of commodities or services under this solicitation and resulting contract.

2.2 **Required scope:**

Vendor will propose solution specifying hardware and software for real-time GPS tracking of CVT's current Fixed Route Fleet of 17 Vehicles with option for additional units upon fleet expansion.

Must include an application that can be accessed easily via web browser, Google Play store, and Apple Apps Store. The application must be user friendly as well as free to download and use. The idea is to guide bus travelers with routes, all the possible stops that come on their way to their destination and moreover, display maps and track their locations and show the estimated time to reach each location and/or stop. The application must give information about all the routes from source to the destination, and give maps for the same.

In addition, app must give information about all the buses along with bus numbers that go through the selected stops, track the location in real time of the selected bus and send this information to the passenger giving him/her the estimated time for the bus to reach any location. Must work within the service area of the Concho Valley Transit District, must cover the entire City of San Angelo, Texas.

PART 3 BID REQUIREMENTS

3.1 **Due Date:**

Bids will be received until the time specified for the deadline of bid submissions in section 1.5.3. **Late bids will not be considered.**

3.2 **Required Forms and Certifications:**

The awarded contractor must indicate its compliance with certain Federal and state orders, laws, statutes, and regulations to be considered for the award (items referenced in attachments):

- Confirmation of no debarment with the state of Texas and/or Federal Government on the Contractor Information and Signature Page
- Confirmation of no Lobbying involvement on the Contractor Information and Signature Page
- Quote and/or Pricing Schedule (including shipping) to be fixed for the term of the contract
- HUB and/or Disadvantaged Business Enterprise (DBE) Certification

3.3 **Questions by Bidders:**

All inquiries shall be submitted using a Request for Clarification form via e-mail to Amy Briley, Contracts & Open Records Specialist at amy.briley@cvcog.org no later than **July 15, 2022**. All RFC's will be addressed in the form of addenda which will be posted alongside the solicitation document no later than EOB on **July 22, 2022**. Questions will not be answered via e-mail or over the phone during the time the solicitation is posted.

3.4 **Bid Minimum Requirements:**

At a minimum, each proposal response should include the following elements:

1. **Cover Letter addressing the following:**
 - a. Contact Information including e-mail and phone number
 - b. Address your understanding of the products and services solicited via this RFO and provide an explanation of your ability to perform the services described in your bid
 - c. Provide an affirmative statement that you are willing to provide the products and perform the services described in your bid and in all attachments within
 - d. Express commitment to enter into a mutual contract with CVCOG based on the terms and conditions set forth in this solicitation and in all attachments within
 - e. Express your understanding and willingness to provide product and services solicited via this RFO.
 - f. Cover Letter must state that the bid will be good for **# days after award**.
2. **All Attachments and applicable forms including:**
 - a. Bid Submission Checklist
 - b. Pricing Schedule for Products & Services
 - i. Must be itemized and tax exempt
 - c. Bidder Products Technical Information
 - d. Comprehensive Warranty Program Plan
 - e. Bidders Acknowledgement of any Addenda (if applicable)
 - f. Request for Clarifications Form
 - i. Used only to submit by the due date for questions
 - g. Certification of Primary Participant Regarding Debarment, Suspension & Other Responsibility Matters
 - h. HUB Subcontracting Certifications & Plan
 - i. DBE Certification
 - j. Certification Regarding Lobbying
 - k. Bidder Information & Signature
 - l. Buy America Certificate

3. Tax exempt quote with delivery for GPS tracking system
4. Current W-9 signed and dated

3.5 **Additional Response Requirements:**

3.5.1 **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.

3.5.2 **Type of Contract:**

This is **Fixed Cost** contract.

3.5.3 **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.

3.5.4 **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.

3.5.5 **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, Kiribati, 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.

3.5.5.1 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>. If you have any questions regarding the site, please contact Allye Potter at amy.briley@cvcog.org.

3.5.5.2 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: 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)(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)(i)** 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.

3.5.5.3 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.

3.5.5.4 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>

3.5.6 Proposal Rejection:

CVTD 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.

3.5.7 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 RFO, 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 RFO or any Addenda to the RFO. 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 the attachments section. **All RFCs should be submitted by July 15, 2022.**

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.

PART 4 BID EVALUATION

4.1 Bid Evaluation:

An award resulting from this RFO shall be awarded to the most responsive and responsible Bidder whose Bid is determined to be the most advantageous to CVTD; taking into consideration best value, which includes price, delivery time, past experience with vendor, etc.; moreover, the right is reserved to reject any and all bids received and in all cases.

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

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

A responsible Bidder is a company, which based on its Bid, references, and any other pertinent information, has demonstrated it has the ability, willingness, and integrity to perform successfully under the terms and conditions of the Award and any contract resulting from the solicitation. Consideration shall be given to such matters as defined elsewhere in this RFO.

Examples of Bidder responsibility, as identified in other parts of the solicitation package, are:

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

When specified in Bid documents, factors such as discounts, warranties, delivery options, transportation costs, special tools that would need to be purchased separately, and life cycle costs shall be considered in determining which bid is lowest.

4.1.1 Owner's Reservation of Rights:

CVTD may evaluate responses 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 bids and re-solicit for new bids, or to reject any and all submissions and temporarily or permanently abandon the Project. CVTD makes no representations, written or oral, that it will enter into any form of agreement with any Respondent to this RFO for any project and no such representation is intended or should be construed by the issuance of this RFO.

4.1.2 Acceptance of Evaluation Methodology:

By submitting its bid in response to this RFO, Respondent accepts the evaluation process and acknowledges and accepts that determination of the "most responsible and responsive" firm(s) will require subjective judgments by the Owner. Once a selection is announced, it will not be subject to further review.

4.1.3 Evaluation Process:

This solicitation is being offered in accordance with federal and state statutes governing procurement of professional services. Accordingly, CVCOG 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.

CVCOG 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.

4.2 Bid Rejection:

CVTD reserves the right to accept or reject any or all Bids; 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 Bids, Bids with incomplete documents or insufficient Federal certifications will be considered nonresponsive and will be rejected.

4.3 Single Bid Response:

If only one Bid is received in response to this solicitation, a detailed cost Bid may be requested of the single Bidder.

4.4 Confidential/Proprietary Information:

CVTD will keep confidential any trade secrets and/or proprietary information which the Bidder does not wish to be disclosed. For such information, the Bidder must mark each page in boldface at the top and bottom as "CONFIDENTIAL/PROPRIETARY INFORMATION". Cost information shall not be deemed confidential.

4.5 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

5.1 Conflict of Interest:

The contractor certifies that (1) no relationship, whether by blood, marriage, business association, capital funding Contract or by any other such kinship or connection exists between the 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.

5.2 Governing Law & Forum:

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

5.3 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.

5.4 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.

5.5 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**:

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.**

5.6 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 procurement department will provide payment 30 days after satisfactory delivery, acceptance, and receipt of invoice. Please route invoices to amy.briley@cvcog.org

5.7 Modifications to Contract:

5.7.1 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.

5.7.2 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.

5.8 **Parties & Changes in Parties:**

5.8.1 **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 contact, a new W9 or W8Ben (if international) will need to be submitted to the purchasing liaison. If key personnel for the contractor leave employment, a new contact person will be identified prior to the absence of the current contact and provided to CVCOG within reasonable amount of time.

5.8.2 **Succession:**

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

5.8.3 **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.

5.9 **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.

5.10 **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:

5.11.1 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
5430 Link Road
San Angelo, TX 76904

5.11.2 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.

5.11.3 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.

5.11.4 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.

5.11.5 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 amy.briley@cvcog.org.

PART 6**ATTACHMENTS****Attachment A – Bid Submission Checklist**

Bidder: _____

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

Attachment B – Bidder Cover Letter

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

Attachment C – Pricing Schedule for Products & Services

Please include an itemized bid that excludes sales tax.

Attachment D – Bidder Products Technical Information

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

Attachment E – Comprehensive Warranty Program Plan

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

Attachment F – Bidder’s Acknowledgement of Addenda

Bidder: _____

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

Addenda Number		Dated	
Addenda Number		Dated	
Addenda Number		Dated	
Addenda Number		Dated	
Addenda Number		Dated	
Addenda Number		Dated	
Addenda Number		Dated	
Addenda Number		Dated	

Attachment G - Request for Clarifications Form (RFC)

Proposer: _____

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

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

CVCOG department USE ONLY

Date of Reply via addendum _____

More information required? _____

Addendum # _____

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

Attachment H

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

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

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

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

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

Signature and Title of Authorized Official

Date

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

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

Signature of Applicant's Attorney

Date

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

Attachment I

Disadvantaged Business Enterprise (DBE) Certification

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

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

Signature: _____

Date: _____

Title: _____

Firm: _____

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

Attachment J

CVCOG Certification Regarding Lobbying (per 49 CFR Part 20)

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

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

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

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

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

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

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

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

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Attachment K

PROPOSER INFORMATION AND SIGNATURE

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

Contractor Checklist:

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

Proposer/Contractor Name: _____

Name of Contact/Title: _____

Street address of contractor: _____

City/State/Zip: _____

Telephone number: _____

Cell Phone: _____

Email: _____

Fax: _____

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

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

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

Name of Authorized Signor (Printed): _____

Signature of Authorized Signor: _____

Date: _____

Attachment L

Buy America Certificate

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

CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS

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

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Company Name: _____

or

CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA REQUIREMENTS

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

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Company Name: _____

Attachment M

Bidder: _____

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

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

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

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

Signature: _____

Date: _____

Title: _____

Firm: _____

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