



**North Central Texas Council of Governments  
Request for Sealed Proposal  
for VIDEO PRODUCTION SERVICES  
RFP #NCT-2013-13  
April 22, 2013**

**OVERVIEW / OBJECTIVE**

The North Central Texas Council of Governments (NCTCOG) is a regional planning agency that serves a 16-county area surrounding the Dallas/Fort Worth area. Its 240 local government members include cities, counties, independent school districts, and special districts. NCTCOG provides services to its member governments to include transportation planning, dissemination of demographic information, assistance with information systems development, environmental impact studies, planning for human services needs, 9-1-1 planning, emergency preparedness coordination, federally funded employment and training programs, training local government officials and providing continuing education for area police officers.

The Emergency Preparedness (EP) Department was established in 2002 as a direct result of the events that occurred on September 11, 2011. Since that time EP has provided professional services to the North Central Texas Region and continues to expand those services as needs arise. EP is a flexible department that adapts to the needs of the region and creates innovative solutions to meet those demands.

Many of NCTCOG's programs involve training programs and public outreach efforts that may occasionally require video production services. NCTCOG is seeking a qualified firm to provide these services. Some examples of the types of video projects that may be needed are:

- Public service announcements and television commercials for various public outreach campaigns
- Training videos to be used in course instruction and/or online

Proposals received in response to this Request for Proposal (RFP) and the performance of the firm awarded a contract through this RFP will be evaluated on the basis of the designer's presentation of current portfolios as well as other factors as mentioned in the Selection Criteria section of this RFP. When evaluating a proposer's approach to achieving the required outcome, NCTCOG will consider the relative feasibility to the NCTCOG region of the proposed method of achieving the result, and the relative degree of risk, if any, the proposed method posed to NCTCOG.

Services under the anticipated contract will commence immediately upon award and execution of a contract with the successful proposer.

## **INQUIRIES**

Questions related to this request must be submitted in writing to Brandi Lara via email or fax to [blara@nctcog.org](mailto:blara@nctcog.org) (fax: 817-608-2372) no later than 3:00 p.m. (CDT), May 6, 2013.

Please reference RFP# NCT-2013-13 in the subject line when submitting questions. Questions and answers will be consolidated and provided on NCTCOG's website at <http://www.nctcog.org/aa/rfp.asp> for all vendors to read.

## **SELECTION CRITERIA**

An award, if made, will be made to the responsible proposer who is most qualified to perform the services requested taking into consideration the consultants' qualifications and experience, cost and other factors set forth in this RFP.

NCTCOG may, as is deems necessary, conduct discussions with responsible suppliers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

Each proposing firm is responsible for submitting all relevant, factual, and correct information for evaluation of the above criteria with their proposal. The evaluation committee will evaluate each proposal based on the information submitted. If additional information is submitted with the proposal, the proposing firm must clearly make reference to it in the appropriate location in the proposal.

Finalists may be requested to make a presentation to the Evaluation Committee. The following criterion will be used to determine the best proposal for NCTCOG's needs:

- Experience level of key personnel
- Oral/visual presentation or demonstration (will only be evaluated if a presentation is requested)
- Record of performance (references)
- Cost
- Historically Underutilized Businesses (HUBs) – HUB certification shall be attached as part of the proposal response, if applicable.

## PROJECTED TIMETABLE

The following projected timetable should be used as guideline for planning purposes. NCTCOG reserves the right to adjust this timetable as required during the course of the RFP process.

<u>Event</u>	<u>Date</u>
RFP Issued	April 22, 2013
Deadline For Receipt of Questions	May 6, 2013
<b>Responses Due</b>	<b>May 14, 2013</b>
Anticipated Contract Negotiations	by June 14, 2013
Execute Contract	by July 1
Performance Period	July 1-February 1, 2014

## SCOPE OF WORK

Specific services will be determined and communicated to the successful bidder as each project arises. NCTCOG anticipates that these services might include, but may not be limited to:

### A. Project Management Assistance

- Provide consulting services in the development stages of a video production project
- Work with staff to coordinate roles, responsibilities and expectations for each project
- Coordinate quality control of all development work and deliverables
- Ensure that project(s) stay on schedule and within scope and budget

### B. Production and Direction

- Assist with development of timelines, storyboards and/or scripts
- Scout locations and schedule video shoots either in studio or on location
- Coordinate required personnel, including directors, actors and technicians
- Conduct video shoots, providing all necessary equipment and qualified operators

### C. Post-Production

- Provide post-production services to edit raw footage into the finished product, including rough cut and final editing, sound mixing and visual effects
- Provide supplemental graphics and audio as needed
- Deliver finished product in desired format(s) including, but not limited to, DVD, Beta, and Web-compatible formats

### **Submission of Proposals**

Proposals must be received by **3:00 p.m. CST, May 14, 2013** at the offices of the North Central Texas Council of Governments. The proposal should include:

- A detailed proposal that demonstrates the firm's qualifications and capacity to provide the requested services.
- Information about the firm, including years of operation, experience with similar projects, and three references from agencies that have engaged the firm in similar services.
- Samples of previous work.
- A schedule of costs for potential services (see Appendix A).
- Any other information that might be helpful in evaluating the proposal.

### **Proposal Response Format**

The items listed below shall be submitted with each proposal in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items could result in the rejection of its proposal.

#### **Tab I - Management Summary**

Provide a cover letter indicating the underlying philosophy of your firm in providing the service. Someone of management level authorized to execute contracts on behalf of the company must sign the cover letter and any other documents to be submitted with the RFP requiring a signature.

#### **Tab II - Business Plan**

Include:

- Description of the proposed contract team, and the role to be played by each member of the proposed team
- Proposed team organizational structure, interrelationships, and interactions
- Detailed plan of approach (including major tasks and sub-tasks)

#### **Tab III - Costs to NCTCOG**

Provide an itemized list of services available through your company and their corresponding hourly fees. Indicate a minimum amount of hours to be billed for each, if applicable. Also indicate the hourly fees for each of the key team members to be associated with the project.

#### **Tab IV - Corporate Experience, Capacity and References**

Provide information that documents your firm's qualifications to produce the required outcomes, including its ability, capacity, skill, and financial strength. Include at least four (4) references of similar projects conducted. Include a contact name, phone number and a brief description of the project completed for each reference. The description should include the scope of work performed.

#### **Tab V - Key Personnel**

Attach resumes of all managers, supervisors, and other contract team members who will be involved in the management of the total package of services, as well as the delivery of specific services.

#### **Tab VI - Acceptance of Conditions and Certification of Proposer**

Indicate any exceptions to the general terms and conditions of the RFP and to insurance requirements and any other requirements listed in the RFP.

#### **Tab VII - HUB Certification, Subcontractor Information (optional)**

If applicable, include minority business certification and clearly identify any payments to be made to subcontractors if awarded the contract.

### **INSTRUCTIONS FOR RESPONSE SUBMITTAL**

**RFP SUBMISSION.** Please submit one physical copies and one electronic copy (on disk or USB flash drive) of your response no later than 3:00 p.m. CDT, **May 14, 2013.** Electronic copy of proposal must be one PDF file and not submitted as separate sections. Mark outside envelope "Sealed Proposal PubEd NCT-2013-13" and send to:

NCTCOG  
Attn: Brandi Lara  
Emergency Preparedness Dept  
616 Six Flags Drive, CP II  
Arlington, TX 76011

**Faxed, emailed or late proposals will not be accepted and ineligible for**

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## **consideration.**

It is the responsibility of the proposer to ensure that the proposal is received in NCTCOG's office by the designated due date and time. NCTCOG assumes no responsibility for delays caused by postage, mail courier deliveries, email delays or any other form of delivery.

Proposal information is restricted and not publicly available until after award of a contract. All documents associated with the RFP, unless the proposer indicates a portion of the proposal is proprietary, will be subject to public inspection in accordance with the Open Records Act. All information obtained in the course of this RFP will become property of the NCTCOG.

Proposals will be publicly opened at 3:15 p.m. on May 14<sup>th</sup> in the Six Flags Conference Room of the NCTCOG offices. Only the names of the respondents will be read aloud. No other information will be disclosed at this time.

## **V. Evaluation and Selection Procedures**

Proposals submitted will be evaluated by NCTCOG staff and Regional Public Education Subcommittee Members using the following criteria:

- Demonstration of understanding of the products and approach to meeting the client's needs in the firm's response to the RFP
- Qualifications of the firm
- References
- Availability of necessary manpower for timely completion of the required tasks
- Cost of the services

**At NCTCOG's discretion, proposers may be asked to participate in an interview process, either in person or by phone. NCTCOG will not cover any costs for firms asked to participate in the interview process. It is anticipated that the selection will be completed by July 1, 2013.**

NCTCOG reserves the right to reject any or all proposals that do not meet the needs outlined in this request.

## **CONSTRAINTS ON THE CONTRACTOR**

The Contractor shall perform all work under the direction of the Emergency Preparedness Director or her designee. The Contractor must provide one point of contact.

**NCTCOG'S RIGHT TO INSPECT**

NCTCOG shall have the right to inspect any facility or project site where the services performed under the resulting contract are performed.

**REFERENCES**

List at least three references of other companies using your services:

1. Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Company: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
How long has this company used your services? \_\_\_\_\_  
Briefly explain the project and the outcome: \_\_\_\_\_  
\_\_\_\_\_

2. Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Company: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
How long has this company used your services? \_\_\_\_\_  
Briefly explain the project and the outcome: \_\_\_\_\_  
\_\_\_\_\_

3. Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Company: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
How long has this company used your services? \_\_\_\_\_  
Briefly explain the project and the outcome: \_\_\_\_\_  
\_\_\_\_\_



## **GENERAL TERMS AND CONDITIONS**

- A. NCTCOG is exempt from Texas limited sales, federal excise and use tax, nor does NCTCOG pay tax on the purchase, rental or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.
- B. NCTCOG reserves the right to accept or reject any and/or all proposals or to cancel this notice at any time.
- C. A response to this Request for Proposal (RFP) does not commit NCTCOG to a purchase agreement or contract, or to pay any costs incurred in the preparation of such response.
- D. Unless the proposer specifies in its proposal, the NCTCOG may award the contract for any items/services or group of items/services in the RFP and may increase or decrease the quantity specified.
- E. NCTCOG reserves the right to hold and accept any proposal for a period of ninety (90) days after the response deadline.
- F. NCTCOG reserves the right to negotiate the final terms of any and all purchase agreements with bidders selected and such agreements negotiated as a result of this RFP may be re-negotiated and/or amended in order to successfully meet the agency needs.
- G. NCTCOG reserve the right to waive any defect in this procurement process or to make changes to this solicitation as it deems necessary. NCTCOG will provide notifications of such changes to all bidders recorded in the official record (Distribution Log/Receipts Record) as having received or requested an RFP.
- H. NCTCOG reserve the right to contact any individual, agencies or employers listed in a proposal, to contact others who may have experience and/or knowledge of the bidder's relevant performance and/or qualifications; and to request additional information from any and all proposers.
- I. NCTCOG reserves the right to conduct a review of records, systems, procedures, etc., of any entity selected for funding. This may occur prior to, or subsequent to the award of a purchase agreement. Misrepresentation of the proposer's ability to perform as stated in the proposals may result in cancellation of the purchase agreement award.
- J. NCTCOG reserves the right to withdraw or reduce the amount of an award, or to cancel any contract resulting from this procurement if adequate funding is not available. NCTCOG will remit payment to the contractor / vendor after NCTCOG has received reimbursement from the SAA when funds appear as available on the State

Comptroller's website.

- K. Proposers shall not, under penalty of law, offer or provide any gratuities, favors or anything of monetary value to any officer, member, employee or agent of NCTCOG for the purpose of or having the effect of influencing favorable disposition toward their own proposal or any other proposal submitted hereunder.
- L. No employee, officer or agent of NCTCOG shall participate in the selection, award or administration of a contract if a conflict of interest, real or apparent, exists.
- M. Proposers shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a proposer's bid to be rejected. This does not preclude joint ventures or subcontracts.
- N. All proposals submitted must be an original work product of the proposers. The copying, paragraphing or other use of substantial portions of the work product of others and submitted hereunder, as original work of the proposer is not permitted. Failure to adhere to this instruction may cause the proposal(s) to be rejected.
- O. The only purpose of this RFP is to ensure uniform information in the selection of proposals and procurement of services. This RFP is not to be construed as a purchase agreement or contract, or as a commitment of any kind, nor does it commit the NCTCOG to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by NCTCOG.
- P. The contents of a successful proposal may become a contractual obligation, if selected for award of a contract. Failure of the proposer to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to successful proposer(s) as a basis for release of proposed services at stated price/cost. Any damages accruing to the NCTCOG as a result of the proposer's failure to contract may be recovered from the proposer.
- Q. A contract with the selected provider may be withheld at sole discretion if issues of contract compliance or questioned/disallowed costs exist, until such issues are satisfactorily resolved. Award of contract may be withdrawn by NCTCOG if resolution is not satisfactory to NCTCOG.
- R. Procurement Dispute Resolution Policy. NCTCOG is the responsible authority for handling complaints or protests regarding the proposal selection process. This includes, but is not limited to, disputes, claims, protests of award, source evaluation or other matters of a contractual nature. Matters concerning violation of law shall be referred to such authority, as may have proper jurisdiction.

Once NCTCOG has agreed upon selection(s), all bidders will be notified in writing of the results. Any protest regarding this process must be filed with NCTCOG in accordance with the following procedure. NCTCOG would like to have the opportunity to resolve any dispute prior to the filing of an official complaint by the

protester. The protester should contact NCTCOG's Deputy Executive Director, at (817) 695-9121, P.O. Box 5888, Arlington, Texas 76005-5888, so that arrangements can be made for a conference between NCTCOG and the protester. Copies of the appeal process will be made available to the protester.

S. At all times during the term of this contract, the contractor shall procure, pay for and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, and shall require all subcontractors and sub-subcontractors performing work for which the same liabilities may apply under this contract to do likewise. The contractor may cause the insurance to be effected in whole or in part by the subcontractors of sub-subcontractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

1. Workers' Compensation: Statutory limits and employer's liability of not less than \$100,000 for each accident.
2. Commercial General Liability (CGL):
  - a. Minimum Required Limits:
    - \$1,000,000 per occurrence;
    - \$1,000,000 General Aggregate
  - b. Commercial General Liability policy shall include:
    - (i) Coverage A: Bodily injury and property damage;
    - (ii) Coverage B: Personal and Advertising Injury liability;
    - (iii) Coverage C: Medical Payments
    - (iv) Products: Completed Operations
    - (v) Fire Legal Liability
  - c. Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance
  - d. Attachment of Endorsement CG 20 10 - additional insured
  - e. All other endorsements shall require prior approval by the NCTCOG.

T. Comprehensive Automobile/Truck Liability: Coverage shall be provided for all owned, hired and non-owned vehicles. Minimum required Limit: \$500,000 combined single limit.

U. Professional Liability:

- a. Minimum Required Limits:
  1. \$1,000,000 Each Claim
  2. \$1,000,000 Policy Aggregate

V. Contractor covenants and agrees to indemnify and hold harmless and defend and does hereby indemnify, hold harmless, and defend NCTCOG, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to

persons or property, whether real or asserted, arising out of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors, and the contractor does hereby assume all liability for injuries, claims or suits for damages to persons, property, or whatever kind of character, whether real or asserted, occurring during or arising out of the performance of a contract as a result of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors to the extent permitted by law.

- W. A force majeure event shall be defined to include governmental decrees or restraints, acts of God (except that rain, wind, flood or other natural phenomena normally expected for the locality, shall not be construed as an act of God), work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war, rebellion, and sabotage. If a delay or failure of performance by either party to this contract results from the occurrence of a force majeure event, the delay shall be excused and the time fixed for completion of the work extended by a period equivalent to the time lost because of the event, if and to the extent that:
- A. The delay or failure was beyond the control of the party affected and not due to its fault or negligence; and
  - B. The delay or failure was not extended because of the affected party's failure to use all diligence to overcome the obstacle or to resume performance immediately after the obstacle was overcome. If the failure to perform is caused by the failure of a subcontractor of the Provider to perform, and if such failure was beyond the control of both the Provider and the subcontractor, without their fault or negligence, the Provider shall not be deemed to be in default unless the subcontracted supplies or services were reasonably obtainable from other sources.
  - C. No time extension shall be granted under this paragraph unless the party seeking relief has notified the other in writing within a reasonable time after commencement of the event, of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the timetable by which the Provider intends to implement these measures. The party seeking relief shall also give written notice of the ending of the event within a reasonable time after the event has ended.
  - D. NCTCOG shall be responsible for costs related to a force majeure event, only if the Provider incurs them after prior written authorization by NCTCOG. Neither NCTCOG nor the Provider shall have, and both hereby waive, any claim whatsoever for any damages resulting from delays caused by force majeure events.
- X. Allowable Costs NCTCOG will pay expenses, which include salaries, travel, subcontractors, indirect costs, and other expenses in accordance with grant requirements.

## **DEBT OWED TO NCTCOG**

All proposers must be cleared of all debt owed to NCTCOG before any contract will be executed. Proposers must demonstrate adequate personnel, administrative, and fiscal capabilities necessary to implement the goals and objectives of the program and to ensure compliance with the ensuing contract.

## **DOCUMENTATION REQUIREMENTS**

Included as part of this RFP, if Proposer proposes to utilize subcontractors that are small businesses, Proposer must list those firms' names, value of each subcontract price, and area of work to be performed as part of the contract.

NCTCOG will not permit changes to the list of proposed small businesses after the proposals are received and opened except as authorized by law. Submission of a proposal shall constitute Proposer's representation that neither Proposer nor an officer, agent or employee of Proposer, or the spouse, parent or child of an officer, agent or employee of Proposer, is involved in the ownership, operation or management of any subcontractor claiming status as a small business for purposes of this Contract. Further, submission of a proposal shall constitute Proposer's representation that every subcontractor claiming status as a small business for purposes of this Contract has been doing business under its current name and ownership for at least one year prior to proposal date in the trade in which it will be employed by Proposer in the performance of Contract work. Proposer shall collect and submit with its Proposal an AFFIDAVIT FOR CLAIMING STATUS AS A SMALL BUSINESS from each proposed Small Business. As a condition of progress payments to the contractor, Owner will require that Contractor submit evidence of participation of and Contractor's payment to all Small Businesses participating in the Project.

This evidence shall consist of Copies of Subcontracts, Subcontractors' Applications for Payment, Subcontractors' Certified Payrolls, and proof of payment for Small Business Subcontractors; and Purchase Orders, Invoices, and Proof of Payment for Small Business Suppliers.

If, during the course of the Contract, Contractor fails to maintain the level of small business participation shown in Contractor's Proposal, or if any material representation made in Contractor's Proposal concerning the small business status of any Subcontractor or Contractor's involvement in the ownership, operation or management of any Subcontractor claiming status as a Small Business is shown to be false to the satisfaction of Owner's designated representative acting in good faith, Owner may, at its sole option and in addition to any other remedies available under the Contract, at law or in equity, terminate the Contract.

Whether or not Owner terminates the Contract, immediately upon demand, Contractor shall refund Owner the difference between Contractor's total base proposal and the total base amount of the next lowest responsive and responsible offer submitted, or any lesser portion thereof that Owner, in its sole discretion, deems appropriate. Further, in the event that

Owner terminates the Contract, Contractor shall pay Owner's full reprocurement costs, including, without limitation, any costs associated with reprocurement delays. Owner will institute debarment proceedings against any Proposer that misrepresents in a proposal any material fact concerning the Small Business status of any Subcontractor or Proposer's involvement in the ownership, operation or management of any Subcontractor claiming status as a Small Business.

#### HISTORICALLY UNDERUTILIZED BUSINESSES, MINORITY OR WOMEN-OWNED OR DISADVANTAGED BUSINESS ENTERPRISES

Historically Underutilized Businesses (HUBs), minority or women-owned or disadvantaged businesses enterprises (M/W/DBE) are encouraged to participate in the RFP process. Representatives from HUB companies should identify themselves and submit a copy of their Certification.

NCTCOG recognizes the certifications of both the State of Texas Program and the North Central Texas Regional Certification Agency. Companies seeking information concerning HUB certification are urged to contact:

State of Texas HUB Program  
Texas Comptroller of Public Accounts  
Lyndon B. Johnson State Office Building  
111 East 17th Street  
Austin, Texas 78774  
(512) 463-6958  
<http://www.window.state.tx.us/procurement/prog/hub/>

Local businesses seeking M/W/DBE certification should contact:

North Central Texas Regional Certification Agency  
624 Six Flags Drive, Suite 100  
Arlington, TX 76011  
(817) 640-0606  
<http://www.nctrca.org/certification.html>

**Proposer must include a copy of its minority certification documentation as part of this RFP.**

If your company is already certified, attach a copy of your certification to this form and return with your proposal.

**Indicate all that apply:**

Minority-Owned Business Enterprise  
 Women-Owned Business Enterprise  
 Disadvantaged Business Enterprise

## **CONFIDENTIAL PROPRIETARY MATERIALS**

Documents in the response considered confidential/proprietary by Proposer shall be clearly identified as such, but will be subject to confirmation of such status by NCTCOG. In the event of a challenge, and if a determination is made by the Attorney General of Texas or a court of competent jurisdiction that these materials are not considered confidential/proprietary, Proposer may withdraw the designated materials from consideration prior to public review and the evaluation process. If any required materials are withdrawn the Proposal response will be disqualified.

## **NON-COLLUSIVE PROPOSAL CERTIFICATION**

By submission of a response, Proposer and all parties signing on behalf of Proposer certify under penalty of perjury that to the best of their knowledge and belief:

- a. The prices in the Proposal response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any potential competitor, and;
- b. Unless otherwise required by law, the prices that have been quoted in the Proposal response have not been knowingly disclosed by Proposer and will not be knowingly disclosed by Proposer either directly or indirectly, to any competitor.

## **CERTIFICATION OF SPECIFICATIONS AS UNBIASED**

Proposers are required to certify that this Invitation contains no requirements considered to be unduly biased in favor of other proposers that may be competing for this procurement.

## **ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS**

By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for the proposal. Proposer also understands that the evidence of required insurance must be submitted within ten (10) working days following notification of its offer being accepted; otherwise, NCTCOG may rescind its acceptance of the Proposer's proposal. The insurance requirements are outlined in the General Terms and Conditions section.

**CERTIFICATIONS**

**CERTIFICATIONS OF OFFEROR**

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee, board member, or agent of the North Central Texas Council of Governments has assisted in the preparation of this proposal. I acknowledge that I have read and understand the requirements and provisions of the Request for Qualifications and that the organization will comply with the WIA regulations and other applicable local, state, and federal regulations and directives in the implementation of this program. I also certify that I have read and understood the "Governing Provisions and Limitations" section of this Request for Qualifications and will comply with the terms; and furthermore that I, \_\_\_\_\_ (typed or printed name) certify that I am the \_\_\_\_\_ (typed title) of the corporation, partnership, or sole proprietorship, or other eligible entity named as Offeror and Respondent herein and that I am legally authorized to sign this offer and to submit it to the North Central Texas Council of Governments, on behalf of said Proposer by authority of its governing body.

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**DRUG FREE WORKPLACE  
CERTIFICATION**

The \_\_\_\_\_ (proposing organization) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premises of the (proposing organization) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

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## **CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST**

The undersigned certifies that, to the best of his or her knowledge or belief, that:  
“No employee of the Contractor, no member of the Contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of Contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the Contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the Contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by Contractor or Department. Supplies, tools, materials, equipment or services purchased with Contract funds shall be used solely for purposes allowed under this Contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the Contractor is a member of the NCTCOG. No officer, manager or paid consultant of the Contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the Contractor.

The Contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the Contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the Contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the Contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

**FAIR BUSINESS  
PRACTICES**

That the proposer has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The proposer further affirms that no officer of the proposer has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

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**CERTIFICATION OF GOOD  
STANDING**

**TEXAS CORPORATE FRANCHISE TAX  
CERTIFICATION**

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The following certification that the corporation entering into this offer is current in its franchise taxes must be signed by the individual authorized on Form 2031, Corporate Board of Directors Resolution, to sign the contract for the corporation.

The undersigned authorized representative of the corporation making the offer herein certified that the following indicated statement is true and correct and that the undersigned understands that making a false statement is a material breach of contract and is grounds for contract cancellation.

Indicate the certification that applies to your corporation:

\_\_\_\_\_ The Corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

\_\_\_\_\_ The Corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

\_\_\_\_\_  
(Printed/Typed Name and Title of Authorized Representative)

\_\_\_\_\_  
(Signature)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of 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;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification form.

Name of Organization/Firm:

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Signature of Authorized Representative:

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Date:

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