REQUEST FOR PROPOSAL (RFP)

**Broadband Technical Services**

Issue Date: September 24, 2021

**ACCEPTANCE DATE AND TIME:** October 15, 2021 by 3:00 PM

**RFP TITLE:** Broadband Technical Services

**ACCEPTANCE PLACE:**

South East Texas Regional Planning Commission

Attn: Bob Dickinson

2210 Eastex Freeway

Beaumont, Texas 77703

**Mark Envelope with:**

Name and Address of Proposing Firm

**and**

“Attention: Transportation & Environmental Resources Division

Request for Proposal for Broadband Technical Services

Due: October 15, 2021”

**PLEASE NOTE**: Requests for information related to this RFP should be directed to:

Bob Dickinson

Director, Transportation & Environmental Resources Division

409-899-8444 x7520

409-729-6511

E-mail: bdickinson@setrpc.org

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**PURPOSE**

The purpose of this Request for Proposal (RFP) is to obtain the services of a professional technical development consultant to assist the South East Texas Economic Development District, a Texas non-profit corporation described below (SETEDD), in developing a plan to bring and/or improve high-speed internet services to underserved or unserved households, businesses and institutions in Jefferson, Hardin, Orange and Jasper Counties. After evaluation of qualified proposals, South East Texas Regional Planning Commission (SETRPC) may award a contract to the successful offeror as set forth below.

**SOUTH EAST TEXAS ECONOMIC DEVELOPMENT DISTRICT**

Southeast Texas, which includes Jefferson, Hardin, Orange and Jasper Counties, has much to offer when it comes to a favorable business climate, strong workforce, higher-education opportunities and quality of life with its low cost of living relative to the national average. The SETEDD, a non-profit corporation governed by a Board of Directors composed of twenty-five persons nominated by each County Commissioner’s Court from throughout the four-county region, was created in the spring of 1993 to facilitate the flow of US Department of Commerce and Economic Development Administration grant and loan funds for creating new jobs and/or saving existing jobs in the Southeast Texas region. Board members represent a cross section of the region’s population and economic interests. Staff support for the SETEDD is provided by the SETRPC’s Transportation & Environmental Resources Division. The mission of the Board is to promote the diversification of the economic base and the growth, development, and retention of business and industry within the four-county region.

**OFFEROR’S MINIMUM QUALIFICATIONS**

* Offeror must demonstrate it has the resources and capability to provide the materials and services as described herein.
* Offeror shall submit documentation with its proposal indicating compliance with the minimum qualifications. Failure to include any of the required documentation may be cause for the proposal to be deemed non-responsive and rejected. The following criteria shall be met in order for the offeror to be eligible for this award of a contract under this RFP:
  + Offeror must have a minimum of five (5) years of consulting or related experience in the field of broadband technical services and high-speed internet service development.
  + Offeror must demonstrate a working knowledge of developing and providing various broadband technical service plans and high-speed internet service development.

**SCOPE OF SERVICES**

The SETRPC is soliciting written proposals from professional technical development consultants for their assistance in:

1. Researching and analyzing local data related to high-speed internet
2. Identifying issues with local high-speed internet access such as:
   1. Speed and quality requirements
   2. Availability and feasibility of services in the SETRPC region
   3. Financial capability
3. Development of an action plan to increase access to and use of high-speed internet to interested homes, businesses and institutions throughout the four-county region

**PROJECT SCOPE**

1. Individual tasks may require supervision, manpower, materials, equipment and supplies necessary to complete any of the services outlined below and/or set forth in Attachment 1 (Scope of Services).
2. The services to be provided shall include but not be limited to the following:
3. Recommendations, cost and time estimates, reports, studies, and preparation of documents.
4. Professional involvement throughout all phases of the project, including but not limited to:

i) Processing of invoices for services

ii) Timely processing of project materials

1. The consultant shall make every effort to keep the personnel assigned to this project consistent.
2. The proposal shall include a budget which contains a Fee/Rate Schedule: fees established in the budget should include:
3. Administrative items such as fax transmissions, phone services, mailing services, courier services, printing and materials required in the preparation of presentations, and related expenses. The cost of all copies of reports and submittals that are required shall be included in the consultant’s hourly fee/rate for services and shall not be deemed additional services.
4. Cell phones, personal computers, printers, cameras, video equipment, software, general office supplies, home office and administrative support and all overhead and incidental costs.

**EVALUATION OF PROPOSALS: SELECTION FACTORS**

The “Instructions for Submitting Proposals” sets forth criteria that will be used by the SETRPC in the evaluation of proposals and selection of the successful offeror. In addition, the criteria set forth below will be considered.

1. **Schedule:**

Proposals Due: October 15, 2021

Final Ranking Announcement: October 19, 2021

1. **Evaluation Process:**

The review and evaluation of each proposal (and subsequent selection) will be made based on the criteria listed below.

* 1. Management Skills and Technical Expertise of Consultant (25 points)
  2. Credentials of Consultant’s Project Team (25 points)
  3. Consultant’s Demonstrated Understanding of the Services to Be Provided (25 points)
  4. Consultant’s Compliance with RFP Terms(15 points)
  5. Overall Quality and Completeness of Consultant’s Proposal (10 points)

Once each proposal has been read and evaluated, a preliminary ranking will be developed. At its sole discretion, SETRPC *may or may not* conduct interviews with offerors.

**INSTRUCTIONS FOR SUBMITTING PROPOSALS**

The proposal submission must be accompanied by a fully completed Proposal Submission Form as set forth in Attachment 2. The proposal shall indicate the RFP title and date of acceptance. Proposals may either be mailed or hand-delivered to:

South East Texas Regional Planning Commission

Attn: Bob Dickinson

2210 Eastex Freeway

Beaumont, Texas 77703

Faxed and e-mailed proposals will NOT be accepted.

Questions, Inquiries, and Modifications:

Written questions and inquiries will be accepted from any and all offerors. Bob Dickinson, Director of the Transportation & Environmental Resources Division of SETRPC, is the sole point of contact for this RFP unless otherwise instructed herein. Unauthorized contact with SETRPC staff regarding this RFP may result in the disqualification of the offeror. Inquiries pertaining to this RFP must give the RFP title and Acceptance Date. Material questions will be answered in writing by issuance of an addendum. All questions must be received at least ten (10) days in advance of the acceptance date.

SETRPC may also modify this RFP, no later than 48 hours prior to the Acceptance Time and Date for submission of proposals, by issuance of an addendum.

Each addendum will be numbered consecutively beginning with Addendum No. 1 and posted on the SETRPC website. Offerors must attach all addenda to the proposal. It is the responsibility of all offerors to ensure that they have received all addenda.

Completion:

Proposals must show the number of calendar days required to complete the project or services under normal conditions.

Open Records:

Proposals shall be available and open for public inspection after the contract is awarded. Any material that is to be considered as confidential in nature must be clearly marked as such and will be treated as confidential by SETRPC to the extent allowable pursuant to the Texas Open Records Act.

Ownership of Proposal:

Proposals become the property of SETRPC and will not be returned to the offeror.

Implied Requirements:

Products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by offeror, shall be included in its proposal.

Authority to Bind Firm in Contract:

Proposals must give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show title or authority to bind the firm in a contract. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

* If a sole proprietorship, the owner may sign.
* If a general partnership, any general partner may sign.
* If a limited partnership, a general partner must sign.
* If a limited liability company, a “member” may sign or “manager” must sign if so specified by the articles or organization.
* If a regular corporation, the CEO, President or Vice-President must sign.
* Others may be granted authority to sign but SETRPC requires that a corporate document authorizing him/her to sign be submitted with proposal.

Preparation and Submission of Proposals:

1. Proposals shall be signed in ink by the individual or authorized principals of the firm.
2. Attachments to this RFP requiring execution by the offeror are to be returned with the proposal.
3. Proposals must be received by SETRPC prior to 3:00 p.m. Central Standard Time on October 15, 2021. Requests for extensions of this time and date will not be granted. Offerors mailing their proposals shall allow sufficient mail time to ensure receipt of their proposals by SETRPC by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by SETRPC after the acceptance time and date will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
4. Each firm shall submit one (1) original and five (5) copies of its proposal to SETRPC as indicated on the cover sheet of this RFP. The original proposal shall be clearly marked.

Withdrawal of Proposals:

1. Proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
2. Proposals may be withdrawn on written request from the offeror received by SETRPC at the address shown for submitting proposals prior to the time and date fixed for acceptance of proposals.
3. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time and date fixed for acceptance of the proposals.

Sub-consultants:

Offeror shall include a list of all sub-consultants with its proposal. Proposal shall also include a statement of the sub-consultants' qualifications. SETRPC reserves the right to reject the successful offeror’s selection of sub-consultants for good cause. If a sub-consultant is rejected, offeror may replace that sub-consultant with another sub-consultant subject to the approval of SETRPC. Any such replacement shall be at no additional expense to SETRPC nor shall it result in an extension of time without SETRPC’s written and signed approval.

Late Proposals:

Late proposals will be returned to offeror *UNOPENED*, if offeror title, acceptance date and offeror's return address is shown on the proposal delivery package.

Rights of SETRPC:

SETRPC reserves the right to award any contract in accordance with the applicable laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror,

to reject any or all proposals in whole or in part, and to award any contract to best serve the interest of SETRPC.

Proposed Changes to Scope of Services:

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. SETRPC reserves the right to accept or reject any proposed change to the Scope of Services.

Miscellaneous Requirements:

1. SETRPC will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the offeror's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.
2. Offerors who submit a proposal in response to this RFP *may* be required to make an oral presentation of their proposal. SETRPC will schedule the time and location for this presentation.
3. Selected contents of the proposal submitted by the successful offeror to this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with SETRPC.
4. SETRPC reserves the right to accept or reject, in whole or in part, or negotiate any response it receives pursuant to this RFP.

Notice of Award:

The successful offeror will be notified in writing.

W-9 Form Required:

Each offeror shall submit a completed W-9 form with its proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <https://www.irs.gov/pub/irs-pdf/fw9.pdf> and also included as Attachment 5 to this RFP.

Conflict of Interest Questionnaire Required:

HB 914 Conflict of Interest Questionnaire: Texas House Bill 914, codified as Chapter 176 of the Local Government Code, requires bidders/offers contracting or seeking to do business with SETRPC to file a conflict of interest questionnaire (CIQ). The required questionnaire is located at the Texas Ethics Commission website (http://www.ethics.state.tx.us/forms/CIQ.pdf) and a copy is included with this RFP in Attachment 4. The CIQ must be completed and filed with the proposal response. Offerors which do not include the CIQ with their proposal may be disqualified from consideration by SETRPC.

Bidder/Offeror Affirmations Required:

Each offeror shall submit a completed Bidder/Offeror Certification, included as Attachment 3 to this RFP.

Insurance Coverage:

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current types and levels of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any “additional insured” language for SETRPC.

**PROTEST PROCEDURES**

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

In order for SETRPC to enter the grievance process, a written complaint must be sent to the contact person named above by certified mail within seven (7) calendar days of the close of the contract award which identifies the following:

* Name, mailing address and business phone number of the complainant.
* Appropriate identification of the procurement being questioned.
* A precise statement of reasons for the grievance.
* Supporting exhibits, evidence and/or documents to substantiate the grievance.

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

**COMPLIANCE WITH FEDERAL REGULATIONS**

The successful Offeror will be required to comply with, in addition to other provisions of this RFP, the conditions required by all applicable Federal and State regulations as detailed in the Certification Form incorporated as Attachment 6, which includes the following:

**Civil Rights Requirements**

The following requirements apply to the awarded contract:

* 1. **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C., 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42

U.S.C.6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal Transit Law, the successful offeror agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the successful offeror agrees to comply with applicable Federal implementing regulations and other implementing requirements EDA may issue.

* 1. **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to the underlying contract:
  2. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 5332, the successful offeror agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (USDOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 relating to Equal Employment Opportunity as amended by Executive Order 11375, “Amending executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C., 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the project. The successful offeror agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the successful offeror agrees to comply with any implementing requirements FTA may issue.
  3. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C, 1212, the successful offeror agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the successful offeror agrees to comply with any implementing requirements FTA may issue.
  4. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C., 12112, the successful offeror agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the successful offeror agrees to comply with any implementing requirements FTA may issue.

**Special Notes:**

Offerors should note that this procurement is subject to a financial assistance contract between SETRPC and the Economic Development Administration (EDA) of the United States Department of Commerce. This RFP complies with all federal and state rules and SETRPC policies and procedures.

**HUB BEST PRACTICES**

SETRPC shall ensure that small, minority, disadvantaged, and women’s businesses are considered as sources for acquisitions whenever possible by:

* choosing the HUB organization in the case of tie bids;
* soliciting these businesses whenever they are potential sources;
* when economically feasible, dividing total desired services into smaller components to permit maximum participation by these businesses;
* if the requirement permits, establishing delivery schedules that will encourage small, minority, disadvantaged, and women’s businesses to participate; and
* using the services and assistance of the Small Business Administration or the Minority Business Development Agency, as needed.

Offeror is encouraged to make a good faith effort to consider HUBs when subcontracting. Some methods for locating HUBs include:

* utilizing the Texas Comptroller of Public Accounts website <http://www.window.state.tx.us/procurement/cmbl/cmblhub.html>;
* utilizing Web sites or other minority/women directory listings maintained by local Chambers of Commerce;
* advertising subcontract work in local minority publications; and/or contacting the contracting state agency for assistance in locating available HUBs.

**Attachments and Appendices**

* Attachment 1: Scope of Services

Please fill out and sign the following forms:

* Attachment 2: Proposal Submission Form
* Attachment 3: Bidder/Offeror Affirmations
* Attachment 4: Conflict of Interest Questionnaire
* Attachment 5: IRS W-9 Form
* Attachment 6: Certification Form
* Appendix A: Other relevant information, as desired by firm

Do NOT alter any Attachments.

Attachment 1

Scope of Services

**Scope of Services**

The South East Texas Economic Development District (SETEDD) will utilize consultant services to assist it in the completion of the scope of work as defined by the task and deliverables that follow, and as agreed upon between successful offeror and SETRPC. This scope of services is a general guide and does not serve as an all-inclusive list of deliverables necessary to complete this project. Final project scope will be established and agreed upon through consultation with the successful offeror and SETRPC.

# Study Area

According to the 2020 U.S. Census, the population of the four-county region was approximately 430,545 persons: 256,526 persons in Jefferson County, 56,231 persons in Hardin County, 84,808 persons in Orange County and 32,980 persons in Jasper County.

**Duties of the Consultant**

The goal of this project is for SETRPC and the consultant to develop a plan to assist the SETEDD in developing a plan to bring and/or improve high-speed internet service to underserved or unserved households, businesses and institutions in the SETRPC region consisting of Jefferson, Hardin, Orange and Jasper Counties. Identification of that population and its current feasibility to obtain viable high-speed internet, development of plans and activities to increase access to high-speed internet, and assisting with the implementation of those plans and activities are among the tasks which the consultant will complete. The successful offeror and SETRPC will further refine the scope of services and schedule during the negotiation process. The deliverables are to be provided on an “as needed, as requested” basis during the term of the contract, and consultant agrees to be available to provide on-call assistance to SETEDD in connection with services to be performed for this project. Below are summarized deliverables which SETEDD seeks to obtain:

1. Develop with SETEDD a project plan. This may include identification of goals and objectives, development of a timeline and schedule of events and analysis to be performed, payment schedule and establishing of contacts.
2. Perform local market analysis to estimate the number of households, businesses and institutions that will be provided with improved and/or new high-speed internet service. This may include conducting and/or attending public meetings, preparing surveys, and meetings with local governing bodies and officials.
3. Inventory and map local infrastructure and demand or need which may include a full listing of existing internet providers and their respective service areas including capabilities
4. Model high-speed internet infrastructure expansion projects which may include establishment of the best applications of existing, current and future technologies
5. Identify and recommend cost estimates for construction of the proposed installations with guidance in applying for funding sources
6. Recommend action plan which will allow access to fully functional and affordable high-speed internet for the citizens of the SETRPC region.
7. Facilitate follow-up with SETEDD to identify any issues with planning and/or commencement of implementation

**Duration**

The estimated schedule for project deliverables and completion is to be agreed upon by SETRPC and successful offeror. SETRPC intends to commence planning of project with consultant immediately following signing of a contract and wishes for the planning project to be completed by June 15, 2022, unless extended in writing signed by the parties.

Attachment 2

Proposal Submission Form

**Proposal Submission Form**

The Firm of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FEIN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The following shall be returned with your proposal. Failure to do so may be cause for rejection of proposal as non-responsive. It is the responsibility of the Offeror to ensure that he has received all addenda.

**ITEM:**

1. References

2. Addenda, if any

3. One (1) original and five (5) copies

4. Proposal Response Information

5. Attachment 2: Proposal Submission Form

6. Attachment 3: Bidder/Offeror Affirmations

7. Attachment 4: Conflict of Interest Questionnaire

8. Attachment 5: IRS W-9 Form

9. Attachment 6: Certification Form

10. Certificate of Insurance

Person to contact regarding this proposal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of person authorized to bind the Firm:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

Attachment 3

Bidder/Offeror Certification

**BIDDER/OFFEROR AFFIRMATIONS**

SETRPC requires Respondents to affirm their compliance with state and federal laws. Respondent affirmations become part of the procurement and are binding terms and conditions of any resulting contract, purchase order, or Respondent agreement. Any misrepresentation or false statement is a breach of contract which shall void or make voidable any solicitation or resulting contract. Respondent shall affirm all of the following:

(A) The Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted bid.

(B) The Respondent has not received compensation from SETRPC for participation in the preparation of specifications for this procurement.

(C) The Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified grant or contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

(D) The Respondent shall defend, indemnify and hold harmless SETRPC and all of its officers and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities arising out of, connected with, or resulting from any acts or omissions of the Respondent, employee, subcontractor, or supplier of contractor in execution or performance of the contract.

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Bidder/Offeror | |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of Authorized Representative | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed/Typed Name of Authorized Representative |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title of Authorized Representative |

Attachment 4

Conflict of Interest Questionnaire



Attachment 5

IRS W-9 Form



Attachment 6

Certification Form

**CERTIFICATION FORM**

In submitting this Certification, the undersigned certifies on behalf of its firm and any proposed subcontractors as follows:

* + - 1. Proposal Validity: If this proposal is accepted within one hundred twenty (120) calendar days from the due date, to furnish any or all services upon which prices are offered at the designated point within the time specified.
      2. Restriction on Lobbying Certification: Certifies that any person who makes a prohibits 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.
      3. Non-Collusion: Has made this Statement of Certification independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to this Request for Statement of Certification with any other FIRM or with any other competitor.
      4. Affirmative Action/DBE: Is in compliance with the Common Grant Rules affirmative action and Department of Transportation’s Disadvantaged Business Enterprise requirements.
      5. Non-Conflict: Represents and warrants that no employee, official, or member of SETRPC is or will be pecuniary benefited directly or indirectly in this Contract.
      6. Non-Inducement: The undersigned herby certifies that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of SETRPC with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of this Contract.
      7. Debarment and Suspension Certification: Certifies that it is not included on the U.S. Comptroller General’s Consolidated List of Person’s or Firms currently debarred for violations of various contracts incorporating labor standards and provisions, and from Federal programs under DOT regulations 2CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4.
      8. Integrity and Ethics: Has a satisfactory record of integrity and business ethics in compliance with 49 U.S.C. Section 5325(j)(2)(A).
      9. Public Policy: Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5235(j)(2)(B).
      10. Administrative and Technical Capacity: Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D).
      11. Licensing and Taxes: Is in compliance with applicable licensing and tax laws and regulations.
      12. Financial Resources: Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U.S.C. Section 5325 (j)(2)(D).
      13. Production Capability: Has, or can obtain, the necessary production construction, and technical equipment and facilities.
      14. Timeliness: Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
      15. Performance Record: Is able to provide a satisfactory current and past performance record.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title Date