**REQUEST FOR QUALIFICATIONS**

**RFQ - 1**

TO PROVIDE PROFESSIONAL SERVICES FOR

BROADBAND DESIGN

& CONSTRUCTION PLANNING

JULY 28, 2023

SOUTH EAST TEXAS

REGIONAL PLANNING COMMISSION

**REQUEST FOR QUALIFICATIONS RFQ-1**

**PROFESSIONAL SERVICES FOR BROADBAND**

**DESIGN AND CONSTRUCTION PLANNING**

The South East Texas Regional Planning Commission (“SETRPC”) is requesting Qualification Statements for professional services for detailed broadband planning to design and develop broadband infrastructure in Jefferson, Hardin and Orange counties.

In 2022, SETRPC obtained comprehensive studies of broadband technology access and adoption across Jefferson, Hardin and Orange counties. The studies determined availability of broadband infrastructure, how county residents were adopting and using broadband services, and what steps would have the greatest impact toward improving access, adoption and usage across local communities. SETRPC is seeking to contract with a qualified firm to review the aforementioned studies and develop detailed planning for design and development of broadband infrastructure, availability of service providers, and assistance with available broadband-related grant applications for Jefferson, Hardin and Orange counties.

The following link provides access to the aforementioned 2022 Jefferson, Hardin and Orange broadband studies: <https://www.setrpc.org/regional-broadband-study/>.

Qualification Statements will be accepted until 3:00 p.m. on Monday, August 21, 2023, at the South East Texas Regional Planning Commission, 2210 Eastex Freeway, Beaumont, Texas 77703. Submissions via U.S. Mail should be marked with Name and Address of Proposing Firm and “Attention: Transportation & Environmental Resources Division Request for Qualifications for Broadband Planning” are also due on Monday, August 21, 2023, by 3:00 p.m.

A copy of the complete Request for Qualifications (RFQ) may be obtained from the SETRPC website at setrpc.org, or by emailing a letter of interest which includes reference to the Request for Qualifications being requested: company name, mailing address, telephone number and email address of the contact person to:

Bob Dickinson

Director, Transportation & Environmental Resources Division

409-899-8444 x7520

409-729-6511

E-mail: bdickinson@setrpc.org

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 RFQ unless otherwise instructed herein. Unauthorized contact with SETRPC staff regarding this RFQ may result in the disqualification of the Offeror. Inquiries pertaining to this RFQ must give the RFQ 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 RFQ, no later than 48 hours prior to the Acceptance Date for submission of Qualifications Statements, 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 submittal. It is the responsibility of all offerors to ensure that they have received all addenda.

Open Records:

Qualification Statements shall be available and open for public inspection after the contract is awarded. Any material that is to be considered 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.

# PURPOSE.

The purpose and intent of this Request for Qualifications (RFQ) is to select a firm to provide services for SETRPC to obtain detailed planning for design and development of broadband infrastructure in order to expand broadband service options in Jefferson, Hardin and Orange counties. Through this planning and design cost estimations shall be performed providing detail required for grant application and implementation.

SETRPC reserves the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit proposals. SETRPC is an Affirmative Action/Equal Opportunity Employer.

# BACKGROUND.

In 2022, SETRPC obtained comprehensive summaries of broadband technology access and adoption across Jefferson, Hardin and Orange counties. The studies determined availability of broadband infrastructure, how county residents were adopting and using broadband services, and what steps would have the greatest impact toward improving access, adoption and usage across local communities. These studies provide a broad overview of each county’s infrastructure and population relating to broadband services and need. It is the intent of this advertisement and selection process to select and award a single services contract to one responder deemed the most qualified to provide more detailed planning for the design and implementation of broadband services for Jefferson, Hardin and Orange counties.

# PROPOSED SCOPE OF SERVICES.

* 1. Review current broadband studies and meet with SETRPC and each of the three (3) counties to define a more specific schedule, scope and deliverables for each county, individually. Offeror should be prepared to provide an initial cost estimate to review completed broadband studies and additional work completed in Orange County.
  2. Services under this contract are expected to be generally as described below, but may be subject to change:
     1. Inventory existing infrastructure within and near communities in each county for extending broadband services.
     2. Identify and map broadband service areas within cities and unincorporated areas in each county.
     3. Identify and map underserved areas in each county in which properties do not have access to broadband services.
     4. Conduct detailed route analyses in each county to review network architectures and capacity.
     5. Develop schedule and cost estimates for each county for design and permitting.
     6. Explore and analyze opportunities for Jefferson, Hardin and Orange counties to work with private broadband providers to expand service offerings.
     7. Assist with grant application and implementation, if needed.
     8. Other work as required.

# SCHEDULE.

To be determined in Section III.A. pre-planning meetings with SETRPC and each county, such meetings to occur within fourteen (14) days of the selection of the highest ranked Offeror.

# QUALIFICATION STATEMENT REQUIREMENTS.

* 1. Qualification Statements shall be signed by an authorized representative of Offeror. Qualification Statements shall be prepared simply and economically, providing straight-forward, concise description of the firm’s capabilities to satisfy the requirements of the RFQ.
  2. Qualification Statements shall be single spaced, using a font size not less than 12 pt. Emphasis should be on completeness and clarity. Resumes and dividers do not count toward the page count.
  3. One (1) manually signed original and eight (8) copies of the Qualification Statements shall be submitted to the SETRPC. Each copy of the submittal shall be bound in a single volume where practical. All documentation submitted with the Qualification Statements shall be bound in that single volume.
  4. The following is the minimum to be considered a complete submittal. The format required for the Qualification Statements to be considered is to be presented and submitted with **TABS AS NOTED BELOW**:
     1. **General and Background Information:** Provide the following:
        1. Firm’s legal name, address, location of office that would be performing services, date of firm formation, and contact information for key personnel.
        2. A summary of any litigation, claim(s), or contract disputes filed by or against Offeror in the past five (5) years which is related to the services that Offeror provides in the regular course of business.
        3. A statement of conflicts (if any) the proposing entity or key personnel may have regarding these services. The statement should include conflicts, as well as any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interests are identified, please state so.
     2. **Expertise and Experience**: Describe the overall expertise and experience of the firm relative to the scope of services contained in this RFQ and any federally funded broadband planning or implementation projects.
     3. **Project Approach/Performance**: Provide a project approach describing how the team will meet the overall objectives, provide a quality project, and meet a reasonable time schedule.
     4. **Design Team**: Identify and provide a statement of qualifications of the principal, project manager and significant project team members who will be assigned to the project for actual “hands on” work. Provide resumes for each significant project team member.
     5. **References**: Provide references for similar type work as that which is requested in this RFQ. This section should include recent project information of similar type work completed by Offeror along with the name and telephone number of the point of contact for each project. A minimum of five (5) similar projects and references shall be provided.
     6. **Professional Liability Insurance:** The firm shall at all times while this Agreement remains in effect maintain insurance as set forth in Attachment 1 hereto and incorporated herein for all purposes. The amount of insurance shall remain in effect throughout the period of responsibility of the project involved in accordance with the statute of limitations or for ten (10) years from the issuance of the Certificate of Completion, whichever is shorter. Professional Liability Insurance in excess of the minimum requirement shall be a point of consideration in negotiations between SETRPC and Offeror.

# EVALUATION AND AWARD OF CONTRACTS.

* 1. **Evaluation Criteria.** Qualifications shall be evaluated by the SETRPC using the following criteria:
     1. Expertise and Experience 35 points
     2. Project Approach/Performance 25 points
     3. Design Team 25 points
     4. References 10 points
     5. General and Background Information 5 points

# Total 100 points

* 1. **AWARD OF CONTRACT.**
     1. This RFQ provides information necessary to prepare and submit a Qualifications Statement for consideration and ranking by SETRPC using the Evaluation Criteria described above. SETRPC will rank the responses in order of the most qualified, based on demonstrated competence and qualifications to perform the services, and then make a determination as to whether or not an informal meeting will be required of the top-ranking firms. If necessary, SETRPC may engage in individual discussions and interviews with two or more Offerors deemed fully qualified, responsible, and suitable based on initial responses, and with professional competence to provide the required services. Offerors shall be encouraged to elaborate on their qualifications, performance data, and staff expertise pertinent to the proposed contract.
     2. Proprietary information for competing Offerors shall not be disclosed to the public or to competitors. The Offeror must, with specificity, identify those portions of its Qualification Statements which are “proprietary”. Offerors may not designate their entire Qualification Statement “proprietary” and any attempt to do so may result in rejection of same.
     3. At the conclusion of the review of the Qualification Statements received, the highest ranked firm will be asked to submit a fee proposal to begin contract negotiations for a fair and reasonable price. The fee for basic services will be either fixed price or a cost reimbursement with an agreed maximum. If a contract is deemed satisfactory and advantageous to SETRPC and can be negotiated at a fair and reasonable fee, the award shall be made to that Offeror. If negotiations are not successful, the negotiations shall be formally terminated, and the Project offered to the next firm for negotiation and possible award of the Contract. Should SETRPC determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable that the others under consideration, a contract may be negotiated and awarded to that Offeror.

# GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES.

* 1. MANDATORY USE OF SETRPC FORMS AND TERMS AND CONDITIONS:

Failure to submit a Qualification Statement in accordance with requirements stated in Section No. VI of this RFQ shall be a cause for rejection of same. Return of the complete document is required. Modification of, or additions to, any portion of solicitation may be cause for rejection of the Qualification Statement; however, SETRPC reserves the right to decide on a case-by-case basis, in its sole discretion, whether or not to reject such Qualification Statement as non-responsive. Supplementary data and information which respond to inquiries, demonstrate qualifications and expertise, etc., may be attached to the forms.

* 1. DEFAULT: In case of failure to deliver the reports, documents or services in accordance with the contract terms and conditions, SETRPC, after due oral or written notice, may procure them from other sources and hold Offeror responsible for any resulting additional procurement and administrative costs. This remedy shall be in addition to any other remedies which SETRPC may have.
  2. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Offeror in whole or in part without the written consent of SETRPC.
  3. ANTITRUST: By entering into a contract, Offeror conveys, sells, assigns and transfer to SETRPC all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and SETRPC, relating to the particular goods or services purchased or acquired by SETRPC under said contract.
  4. ETHICS IN PUBLIC CONTRACTING: By submitting their Qualification Statement, all Offerors certify their Qualification Statements are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their Qualification Statement, and they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
  5. ANTI-DISCRIMINATION: 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.
  6. EQUAL EMPLOYMENT OPPORTUNITY: The following equal employment opportunity requirements apply to the underlying contract:
     1. 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.
     2. 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.
     3. 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.
  7. DEBARMENT STATUS: By submitting their Qualification Statements, all offerors certify they are not currently debarred for submitting Qualification Statements on contracts by any agency of the State of Texas, nor are they an agent of any person or entity that is currently debarred from submitting Qualification Statements on contracts by any agency of the State of Texas.
  8. APPLICABLE LAW AND COURTS: Any contract resulting from this solicitation shall be governed in all respects by the laws of the State of Texas and any litigation with respect thereto shall be brought in the courts of Jefferson County, the State of Texas. Offeror shall comply with applicable federal, state and local laws and regulations.
  9. QUALIFICATIONS OF OFFERORS: SETRPC may make such reasonable investigations, as deemed proper and necessary, to determine the ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to SETRPC all such information for this purpose as may be requested. SETRPC reserves the right to inspect Offeror’s physical facilities prior to award to satisfy questions regarding Offeror’s capabilities. SETRPC further reserves the right to reject any Qualification Statement if the evidence submitted by, or investigations of, such Offeror fails to satisfy SETRPC that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
  10. DRUG FREE WORKPLACE POLICY STATEMENT: Offeror acknowledges and certifies that it understands the following acts by the Offeror, employees, and/or agents performing services on SETRPC property are strictly prohibited:
      1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
      2. Any impairment or incapacitation from the use of alcohol or other drugs. Offeror further acknowledges and certifies that it understands a violation of these prohibitions constitutes breach of contract and may result in default action being taken by SETRPC in addition to any criminal penalties, which may result from such conduct.
  11. HUB BEST PRACTICES: SETRPC shall ensure that small, minority, disadvantaged, and women’s businesses are considered as sources for acquisitions whenever possible by:
      1. choosing the HUB organization in the case of tie bids;
      2. soliciting these businesses whenever they are potential sources;
      3. when economically feasible, dividing total desired services into smaller components to permit maximum participation by these businesses;
      4. if the requirement permits, establishing delivery schedules that will encourage small, minority, disadvantaged, and women’s businesses to participate; and
      5. 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 websites 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.

* 1. OPERATING AUTHORITY AND CREDENTIALS: Wherever and whenever during the course of performing any work under the Contract, Offeror will ensure all motor vehicles utilized to accomplish the terms of the Contract are properly titled, registered, plated and have the required operating authority and credentials in accord with the motor vehicle codes and regulations of the State of Texas.

# SPECIAL TERMS AND CONDITIONS.

* 1. AUDIT: Offeror agrees to retain all books, records, and other documents relative to the contract for five (5) years after final payment, or until audited by SETRPC, whichever is sooner. SETRPC, its authorized agents, and/or State of Texas auditors shall have full access to and the right to examine any of said materials during said period.
  2. OWNERSHIP OF MATERIALS: Ownership of all material and documentation originated and prepared pursuant to this RFQ shall belong exclusively to SETRPC and subject to public inspection in accordance with applicable Texas law. Trade secrets or other proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction may not be subject to disclosure; however, the bidder, offeror, or contractor must invoke the protections of this section prior to or upon submission of the data or other materials and must identify the data or materials to be protected and state the reason why the protection is necessary.
  3. SUBCONTRACTS: No portion of the work shall be subcontracted without the prior written consent of SETRPC. In the event that Offeror desires to subcontract some part of the work specified herein, Offeror shall furnish SETRPC the names, qualifications, and experience of its proposed subcontractors. In any event, the Offeror shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of that contract.

1. **REQUIRED FORMS**
   1. Submission Form: Offerors shall submit a completed Submission Form, included as Attachment 2 to this RFQ.
   2. Bidder/Offeror Affirmations Required: Each Offeror shall submit a completed Bidder/Offeror Certification, included as Attachment 3 to this RFQ.
   3. 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 RFQ in Attachment 4. The CIQ must be completed and submitted with the qualification response. Offerors which do not include the CIQ may be disqualified from consideration by SETRPC.
   4. W-9 Form Required: Offerors shall submit a completed W-9 form. 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 RFQ.
   5. Bidder/Offeror Certification: Offerors shall sign and submit the Bidder/Offeror Certification, included as Attachment 6 to this RFQ.
   6. Insurance Coverage: Offerors shall include a copy of their current Certificate of Insurance that illustrates the current types and levels of coverage Offeror carries. The Certificate can be a current file copy and does not need to include any “additional insured” language for SETRPC.

Attachment 1

**Required Insurance**

**Insurance Requirements for Professional Services**

Firm shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Firm, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering, Code 1 (any auto), or if Firm has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** Insurance as required by the State of Texas, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the Firm’s profession, with limit no less than **$1,000,000** per occurrence or claim, **$1,000,000** aggregate.

If the Firm maintains broader coverage and/or higher limits than the minimums shown above, the SETRPC requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Firm. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the SETRPC.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

***Additional Insured Status***

**The SETRPC, its officers, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Firm including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Firm’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

***Primary Coverage***

For any claims related to this contract, the **Firm’s insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the SETRPC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SETRPC, its officers, officials, employees, or volunteers shall be in excess of the Firm’s insurance and shall not contribute with it.

***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with at least 30 days’ notice to the SETRPC.**

***Waiver of Subrogation***

Firm hereby grants to SETRPC a waiver of any right to subrogation which any insurer of said Firm may acquire against the SETRPC by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SETRPC has received a waiver of subrogation endorsement from the insurer.

***Self-Insured Retentions***

Self-insured retentions must be declared to and approved in writing by the SETRPC. The SETRPC may require the Firm to provide proof of ability to pay losses and related investigations, claim administrations, and defense expenses with the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SETRPC.

***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the State of Texas with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the SETRPC.

***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Firm must purchase “extended reporting” coverage for a minimum of ***five (5)*** years after completion of contract work.

***Verification of Coverage***

Firm shall furnish the SETRPC with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to SETRPC before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Firm’s obligation to provide them. The SETRPC reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Subcontractors***

Firm shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Firm shall ensure that SETRPC is an additional insured on insurance required from subcontractors.

***Special Risks or Circumstances***

SETRPC reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Attachment 2

**RFQ Submission Form**

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

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

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

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

The following shall be returned with your submittal. Failure to do so may cause rejection of submittal 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 eight (8) copies

4. RFQ Response Information

5. Attachment 2: RFQ 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 submittal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

Name of person authorized to bind the Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Signature

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

Date

Attachment 3

**BIDDER/OFFEROR AFFIRMATIONS**

SETRPC requires Respondents to affirm their compliance with state and federal laws. Respondent affirmations become part of the request 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 RFQ.

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

Attachment 4

**Conflict of Interest Questionnaire**

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**A picture containing text, paper, letter, font

Description automatically generated**

Attachment 5

**IRS W-9 Form**

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Attachment 6

**CERTIFICATION FORM**

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

* + - 1. 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.
      2. 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.
      3. Affirmative Action/DBE: Is in compliance with the Common Grant Rules affirmative action and Department of Transportation’s Disadvantaged Business Enterprise requirements.
      4. 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.
      5. 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.
      6. 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.
      7. Integrity and Ethics: Has a satisfactory record of integrity and business ethics in compliance with 49 U.S.C. Section 5325(j)(2)(A).
      8. 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).
      9. 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).
      10. Licensing and Taxes: Is in compliance with applicable licensing and tax laws and regulations.
      11. 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).
      12. Production Capability: Has, or can obtain, the necessary production construction, and technical equipment and facilities.
      13. Timeliness: Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
      14. Performance Record: Is able to provide a satisfactory current and past performance record.

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Signature Printed Name

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Title Date