REQUEST FOR QUALIFICATIONS (RFQL): RFQL#CG-EMPAS20QL
ETCOG Multi-Project Architectural Services 2020 RFQL

Date Released: July 8, 2020

Submittal Due: August 5, 2020, 1:30 P.M. CDT

David A. Cleveland, Executive Director
PARTICIPATION FORM  
(updated 7-7-20)

Request for Qualifications: CG-EMPAS20QL ETCOG Multi-Project Architectural Services 2020 RFQL

PARTICIPATION OPTIONS: Proposers must choose a submission method prior to submitting a proposal, and if participating must email this form to the appropriate email address as identified in the submission options below:

☐ Hardcopy Submission: Submittal will be submitted in hardcopy format and all hardcopy requirements as referenced in the RFQL will be followed and adhered to, and this participation form will be emailed to patricia.hudspeth@etcog.org now and not as part of the RFQL submittal.

☐ Digital Upload: Submittal will be submitted by digital upload and this participation form will be emailed to procurements@etcog.org pursuant to all digital upload requirements as referenced in the RFQL in order to receive an ‘access link’ to upload a submittal and all related materials.

Please provide the following information:

☐ Yes, the entity will return an RFQL submittal based on the bid document received by:

☐ Emailed Bid Invitation  ☐ Web Posting  ☐ Other

☐ No, the entity will not be participating in this RFQL process for the following reason(s):

______________________________________________________________

☐ However, please keep the entity active to receive future bidding opportunities.

PROPOSER INFORMATION:  
Date: _________________________________

Entity Name: _________________________________________________

Contact Name: _______________________________________________

Address: _____________________________________________________

City: __________________________ State: ________________________ Zip: ________________________

Contact Phone: ______________________ Fax: ______________________

Contact Email ______________________________________________
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SECTION I. GENERAL INFORMATION

INTRODUCTION

East Texas Council of Governments (ETCOG) was organized under state law for the purpose of orderly planning and development of the East Texas Region. Currently ETCOG serves a 14-county area including Anderson, Camp, Cherokee, Gregg, Harrison, Henderson, Marion, Panola, Rains, Rusk, Smith, Upshur, Van Zandt and Wood Counties and its member Governments are comprised of counties, cities, school districts and special purpose districts. ETCOG assists local governments in planning for common needs, cooperating for mutual benefit and coordinating sound regional development. Either directly or through contractors, ETCOG provides programs and services for East Texas seniors, employers and job seekers. ETCOG also builds the 9-1-1 emergency call delivery system, provides peace officer training and homeland security planning services; and delivers rural transportation services, business finance programs, grant writing services and environmental grant funding for the region.

PURPOSE

In accordance with the provisions of Texas Government Code, Chapter 2254, Subchapter A, Professional Services, and Rules and Procedures adopted by the East Texas Council of Governments (ETCOG), is seeking to hire a qualified firm to provide a broad range of Architectural Services. ETCOG will be requiring architectural services for several architectural projects to include a steel building expansion, Workforce Solutions East Texas Centers renovations or builds, Regional Public Safety Training facility build, and any other future architectural project that may arise during the contract term. Any architectural service projects undertaken pursuant to this Request for Qualifications (RFQL) will be required to commence within fourteen (14) calendar days of delivery of a Notice to Proceed for any architectural services needed.

CONTRACT TERM

The Architectural Services referred to in this Request for Qualifications (RFQL) are expected to be in effect for a term of at least three (3) years with two 1-year options. Interested firms that specialize in Architectural Services are encouraged to submit proposals.

PAYMENT TERMS:

Payment terms are NET 30 upon receipt of invoice by email to a.p.@etcog.org, attention Accounts Payable, ETCOG Financial Services.

SECTION II. SUBMITTAL INFORMATION

SCOPE OF SERVICES

ETCOG wants to have the flexibility to structure each project differently and utilize the selected architect to different degrees based on ETCOG needs as individual projects are identified.

Selected Architectural firms are to provide design services for current architectural needs and any pending or future architectural projects as they become available. The design services fee will be determined through negotiations following the selection of the winning applicant.
FIRM CAPABILITIES AND REQUIREMENTS

1. Provide detailed information about company history, primary business, management and organizational details, and specific architectural experience with governmental agencies, highlighting your experience in performing work such as new projects and additions/renovations.

2. Provide a client list of comparable clients that you are working with or have worked with within the last three (3) years, (see Attachment A), and include a description of the types of projects (including whether they involve new construction of addition/renovations), and the types of architectural services that you have provided for each reference clients.

3. Provide a list of all projects for which your firm is currently under contract.

4. Provide appropriate visual representations of related project experience.

5. Provide information relative to scheduled and actual project completion history. Describe your capability to complete projects within defined time frames.

6. Provide resumes of key staff relevant to the requirements of this RFQ. Include information about project managers and all key staff. Provide work experience, education, affiliations, and awards.

7. Project Approach - Provide a general description of the methodology that your firm would use in working with ETCOG staff conducting a new construction or addition/renovation project from project inception to completion of project needs. This should include strategies for collaboration, and communication. If your methodology utilizes any specialized software packages and computerized systems, please provide an adequate description and summary of capabilities.

8. Project Scheduling and Cost Estimating - Provide a general statement of your approach to project scheduling and cost estimating within the environment of the government agency sector.

9. Please identify estimated budget and actual costs for at least the last five projects you have completed to include government projects as preferred project history. Be sure to indicate the type of projects.

ARCHITECTURAL RESPONSIBILITIES

1. The selected architectural firm will become part of a design team consisting of members of ETCOG and the aforementioned partner agencies when applicable and perform services as required.

2. The architectural firm shall have the responsibility for concept, functional use of space, design, and review services for a thorough completion of the project.

3. The firm’s services and product provided shall conform with ETCOG requirements and be in accordance with all federal, state, and local laws, codes, ordinances, and regulations.

MONITORING AND CONTROL

1. Please describe the processes you employ to maintain cost control of projects.
2. Has your firm ever been dismissed by a client before a contract was completed? If so, please provide a narrative of the circumstances which caused this situation.

3. Does your firm have any lawsuits pending against it? If so, please describe the nature and reason(s) for the lawsuit.

4. Has your firm had any judgments brought against it over the past five years dealing with work it performed? If so, please describe.

5. Please describe your firm’s experience regarding cost estimates, including how often you provide cost estimates, who handles your cost estimates, and what has been your record regarding bringing projects in at or under budget.

6. Please describe your firm’s responsibility and procedures to guarantee that plans and specifications are followed by the managing contractor.

7. Describe your recommended approach and experience in implementing improvements to occupied office buildings. Specific areas to address should include how you plan the work to maintain ongoing daily office environment activities.

8. Provide a brief overview of additional information you feel is important in consideration of your firm. You might consider these the “unique characteristics” that make your firm particularly well-suited to provide services for ETCOG architectural needs and projects.

**EVALUATION AND SELECTION OF SUBMITTAL(s):**

An evaluation committee will be established to evaluate RFQL submittals. The committee will include employees of ETCOG, and representatives of Kilgore College and the City of Kilgore. By submitting qualifications in response to this RFQL, the Proposer accepts the solicitation and evaluation process and acknowledges some subjective judgments may be involved by the evaluation committee.

**The ‘Evaluation Committee’ will evaluate submittals using the following criteria:**

1. Expertise, experience, and qualifications of the firm and personnel in each discipline that may provide services relevant to the project(s);

2. Special expertise, experience and qualifications of proposed consultants to provide services;

3. Firm’s capacity to complete the project(s) in a timely manner;

4. Expertise and recent five (5) year experience of the firm in providing services on other projects similar in size, scope, and features as that of ETCOG projects;

5. Firm’s recent experience / history on construction administration;

6. Design awards and creative solutions on previous architectural design project(s);
7. Firm’s overall suitability to provide the services for the project within the time, budget, schedule and operational constraints that may be present, and the comments of the firm’s previous clients, references, and others.

The ‘Evaluation Committee’ will also:

1. Develop a short list of qualified firms.
2. Require a presentation and interview from the selected list of firms.
3. Conduct additional presentations and interviews from other Proposers if deemed necessary at the sole discretion of ETCOG.

SELECTION TERMS

1. ETCOG reserves the right to award a contract to the Proposer whose qualifications are considered to be ‘most qualified’ for the services solicited in this RFQL.
2. ETCOG reserves the right to make a determination to cancel the solicitation and not make a recommendation for an award.
3. ETCOG reserves the right to request additional information or clarifications from Proposers or to allow non-material corrections of errors or omissions at ETCOG’s sole discretion.
4. ETCOG reserves the right, should service agreement fail, to arrange a service agreement with the next, highest ranked Proposer; and shall continue in like manner until an acceptable service agreement to the benefit of ETCOG is reached with the lowest bidder deemed the most reliable, and qualified of Proposer(s).

AWARD NOTIFICATION

- It is expected that a decision on selecting the successful submittal(s) will be by September 3, 2020. (date subject to change)

- Upon award of successful submittal(s), notification will be sent to all Proposers who provided submittals to this RFQL solicitation.

RIGHT TO AUDIT Proposer understands acceptance of funds under any resulting contract of this RFQL acts as acceptance of the authority of the State Auditor’s Office, ETCOG or any successor agency, to conduct an audit or investigation in connection with those funds. Proposer further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Proposer shall ensure this clause concerning the authority to audit funds received indirectly by subcontractors through the Proposer and the requirement to cooperate is included in any subcontract it awards.

PUBLIC DISCLOSURE No public disclosures or news releases pertaining to this Contract shall be made without prior written approval of ETCOG.

ORDER PRECEDENCE In the event of conflicts or inconsistencies between any resulting Contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract (or Notice of Award), Amendments to the Contract (or Notice of Award), Request for Qualifications, and Proposer’s Response to Request for Qualifications.
RFQL submittal shall be presented in the order below and must provide the following:

(1) Cover page with company name, address, phone number, and e-mail address of the contact person who shall be available to discuss submittal services.

(2) Feedback in the format of the proposer’s choosing which provides the requested information outlined in Section II. Submittal Information (p. 4) as it relates to the Firm Capabilities and Requirements, Architectural Responsibilities and Monitoring and Control.

(3) Bond and License documentation.

(4) Completed copies of: (must return)
   a. References (Attachment A)
   b. Signature Page (p. 14)
   c. Conflict of Interest (CIQ) - (Attachment B)
   d. Customer Service Creed – (Attachment C)
   e. All pages requiring signatures, initials, and checkmarks

SCHEDULE OF EVENTS

Release of Request for Qualifications
Digital Access Link Cut-Off
Due Date for Submittal of Qualifications
Submittal Review Process
Executive Committee

Wednesday, July 8, 2020
Tuesday, August 4, 2020 (11:00 AM CDT)
Wednesday, August 5, 2020 (1:30 CDT)
Monday, August 10 – August 24, 2020
Thursday, September 3, 2020

SUBMITTAL INSTRUCTIONS

HARDCOPY SUBMISSION:

RFQL submittals must be clearly identified on the outermost return envelope/packaging and received by the submittal date/time of 1:30 P.M., August 5, 2020, regardless if by mail, courier/delivery services, or hand delivered, at:

East Texas Council of Governments (ETCOG)
Attn: Trish Hudspeth, Strategic Procurement
3800 Stone Road, Kilgore, TX 75662

WRITE: Company Name, RFQL# CG-EMPAS20QL, August 5, 2020, in bottom left-hand corner of the outermost Return Envelope/Package

NOTICE: Email and facsimile submissions are not allowed and will not be accepted.

1. Proposers shall submit one (1) original hardcopy of their submittal marked ‘Original’ along with four (4) copies marked ‘Copy’ and must include one (1) electronic copy of the complete RFQL submittal and any related documentation scanned or compiled into a single PDF document on a USB Flash Drive. Note: Please do not use 3-ring binders for submission of bids.
2. It is the Proposer’s sole responsibility to prepare, submit, and deliver or arrange delivery of the RFQL submittal with all required exhibits and materials intact and delivered to the designated location on or before the published submittal deadline.

3. ETCOG will not bear liability for any costs incurred in the preparation of submittals in response to this RFQL process.

DIGITAL SUBMISSION:

Digital Access Link: Proposers have until the designated cut-off time of **11:00 A.M., August 4, 2020**, if not sooner, to receive an ‘access link’ to upload a digital submittal in this RFQL process. The ‘Participation Form’ (p. 2) must be emailed to procurements@etcog.org to allow access to a dedicated folder so Proposers may upload a submittal by the ‘Digital Upload’ date referenced below. Failure to acquire an ‘access link’ by the cut-off deadline will not allow digital upload of a submittal.

Digital Upload: Proposers have until **1:30 P.M., August 5, 2020**, if not sooner, to upload a submittal and all related materials to their dedicated upload folder.

SECTION III. ETCOG GENERAL PROVISIONS

A. ETCOG reserves the right for any contract or service agreement resulting from this RFQL to be contingent upon the continued availability of funding.

B. ETCOG reserves the right to select more than one Proposer if deemed to best benefit ETCOG.

C. ETCOG reserves the right to accept or reject any bid submission received, as well as, cancel the RFQL, modify or waive any provisions set forth in this RFQL if deemed in the best interests of ETCOG.

D. This RFQL does not commit or obligate ETCOG to underwrite any costs incurred in the preparation of a response or in advance of the execution of a contract.

E. Conflict of interest is a serious issue. Proposers may not hire ETCOG management or support staff, or policy board members that were involved in the evaluation and/or selection process under this proposal. Proposers must sign and submit Conflict of Interest form (Attachment B).

F. ETCOG reserves the right to have final say in the final terms of any potential service agreement or contract as a result of this RFQL, to include but not limited to, any essential clauses or certifications in this RFQL. The bid submission must have original signatures of the person(s) having the authority to bind the organization to a contract or it may be rejected for non-compliance.

G. ETCOG reserves the right to claim ownership of any bid submitted in response to this RFQL to be the property of ETCOG, and is not obligated to return bid submissions, binders or exhibits to Proposers.

H. Proposers should not include proprietary information or trade secrets. Information submitted may be subject to disclosure under the Texas Open Records Act, it will be the responsibility of the Proposer to seek an exemption from disclosure and file any necessary documents with the Attorney General.
I. Pursuant to protocol to advise of the right to appeal, a protest must be submitted to ETCOG’s Executive Director within ten (10) calendar days of the time the basis of the protest became known and said protest(s) limited to: 1) violations of federal law or regulations; 2) violations of State or local law under the jurisdiction of State or local authorities; and 3) violations of ETCOG’s protest procedures for failing to review a complaint or protest. The protest must be submitted in writing and must identify the protestor, the solicitation being protested and specifically identify the basis for the protest, providing all pertinent information regarding the solicitation, contract and/or actions of ETCOG.

J. All programs and employees under the auspices of ETCOG are in compliance with EEO. Auxiliary aids and services are available, upon request, to individuals with disabilities.

K. Proposers are required to adhere to the principles as set forth in the ‘ETCOG Customer Service Creed’, Attachment C, p. 17, whenever communicating or conducting business with ETCOG staff, contractors, sub-contractors, customers, or anyone else related to conducting business with ETCOG. To do otherwise may result in vendor performance issues.

L. Vendor performance is a serious concern; therefore, proposers are advised and understand that non-compliance to contractual responsibilities and obligations resulting from this RFQL will be subject to a formal ‘Vendor Performance Process’ that may result in cancellation of a contract and no allowed participation in any future bidding opportunities with ETCOG for a minimum of three (3) consecutive years or ever, depending upon the seriousness of the vendor performance infraction to be determined solely by ETCOG.

SECTION IV. ESSENTIAL CLAUSES AND CERTIFICATIONS
The following essential clauses and certification statements must be acknowledged and affirmed by original signature of an authorized official or representative with full signing authority to affirm Proposer’s standing in regard to: (1) certification for lobbying, (2) certification for debarment, (3) certification for Texas Corporate Franchise Tax, and furthermore, Proposer must also be in full agreement and compliance of general essential clauses. Failure to return any pages requiring authorized signature(s) will cause bid submission or proposal to be null and void.

Davis-Bacon Act
The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the “Related Acts,” under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of $100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.
Funding Out
Funding is contingent upon the continued availability of funds as appropriated by state and/or federal sources. If funds become unavailable through lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruption of current appropriations, Proposers will not hold liable ETCOG for payment or damages other than payment owed to Proposer for service already provided at the time of said notice.

Equal Opportunity
ETCOG is an equal opportunity employer. All programs under the auspices of the Workforce Solutions East Texas Board are equal opportunity entities. Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this Contract.

Antitrust
Neither Proposer nor firm, corporation, partnership, or institution represented by Proposer or anyone acting for such firm, corporation, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated the contents of this REQ either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFQL.

Conflict of Interest Questionnaire (Attachment B)
Chapter 176 of the Texas Local Government Code requires Proposers and consultants contracting or seeking to contract with ETCOG to file a conflict of interest questionnaire (CIQ) if they have an employment or other business relationship with an officer of ETCOG or an officer’s close family member. The CIQ must be completed and filed with the bid/quote response if an employment or business relationship defined in the law exists.

Abandonment or Default
If the successful Proposer defaults on a contract resulting from this RFQL, ETCOG reserves the right to cancel the contract without notice and either re-solicit or re-award the contract to the next best responsive and responsible Proposer. The defaulting Proposer will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specifications or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.

Buy Texas
In accordance with Texas Government Code, Section 2155.4441, the State of Texas requires that during the performance of a contract for services, Contractor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

Liability for Property Damage
Successful Proposer shall be liable for all damages to ETCOG owned, leased, or occupied property and equipment caused by Proposer and its employees, agents, subcontractors, and suppliers, including delivery or cartage company, in connection with any performance pursuant to a Contract as a result of this RFQL. The Proposer shall notify ETCOG Contract Manager in writing of any such damage within one (1) calendar day.
Limitation on Authority; No Other Obligations
Successful Proposer shall have no authority to act for or on behalf of ETCOG except as expressly provided for in a contract or agreement resulting from this RFQL; no other authority, power, or use is granted or implied. Successful Proposer may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of ETCOG.

Liability for Taxes
Successful Proposer represents and warrants that it shall pay all taxes or similar amounts from any contract or agreement resulting from this RFQL, including, but not limited to, any federal, State, or local income, sales, or excise taxes of successful Proposer or its employees. ETCOG shall not be held liable for any taxes resulting from the Successful Proposer executing the performance of any contract or agreement.

Force Majeure
Neither Proposer nor ETCOG shall be liable to the other for any delay in, or failure of performance, of any requirement included in a contract resulting from this RFQL caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business of the existence of such force majeure, or otherwise waive this right as a defense.

Texas Corporate Franchise Taxes
Pursuant to Article 2.45, Texas Business Corporation Act, State agencies may not award grants to for-profit corporations that are delinquent in making state franchise tax payments.

The undersigned (p. 14) certifies that the designation marked below applies to its business entity:

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

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

Lobbying
This certification is required by the Federal Regulations, implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Agriculture (7 CFR Part 3018),


The undersigned (p. 14) certifies that:

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant award, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

Debarment, Suspension, and Other Responsibility Matters
This certification is required by the Federal Regulations, implementing Executive Order 12549, 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 Part 85), Department of Health and Human Services (45 CFR Part 76).

The undersigned (p. 14), certifies that neither it nor its principals:

(1) Are 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 grant award 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 grant award 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 indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and,

(4) Have not within a three-year period preceding this grant award had one or more public transactions terminated for cause or default.
SECTION V. SIGNATURE PAGE

Acknowledgement of Essential Clauses and Certifications – The Essential Clauses and Certifications are a material representation of fact upon which reliance is placed when entering into any contract or agreement resulting from this RFQL. The return of these required documents signed with original signatures by an authorized representative of Proposer are prerequisites for finalizing the award and must be returned with the proposal. Failure to do so may deem a proposal null and void, at the sole discretion of ETCOG and programs served.

Where the undersigned Proposer is unable to certify to any of the statements above, a valid and just explanation must be attached, or proposal will be rejected.

Affirmation of ETCOG Essential Clauses and Certifications - The undersigned certifies the indicated statements and essential clauses are true and correct and further understands that making a false statement and/or proclamation of compliance is a material breach of any subsequent award or service agreement and is grounds for award cancellation.

PROPOSER SIGNATURE

The undersigned hereby certifies and warrants that he/she has been fully authorized to execute this proposal on behalf of their firm and to legally bind the firm to all the terms, performances, and provisions as herein set forth.

__________________________  _______________________
Signature                      Date

__________________________
Typed Name and Title of Authorized Representative
ATTACHMENT A

REFERENCES

Please provide three (3) references, other than ETCOG, who can verify performance as a vendor/service provider/contractor. References from similar firms for whom your organization has provided similar or like services specific in nature to this RFQL considered a plus.

NOTE: Inaccurate, obsolete, or negative responses may result in rejection of quote submissions.

Reference One:

Company Name: ____________________________________________________________

Address: __________________________________________________________________

Contact Person/Title: _______________________________________________________

Phone: __________________________ Email: _________________________________

Scope of Work Performed: ___________________________________________________

Contract Period: __________________________________________________________________

Reference Two:

Company Name: ____________________________________________________________

Address: __________________________________________________________________

Contact Person/Title: _______________________________________________________

Phone: __________________________ Email: _________________________________

Scope of Work Performed: ___________________________________________________

Contract Period: __________________________________________________________________

Reference Three:

Company Name: ____________________________________________________________

Address: __________________________________________________________________

Contact Person/Title: _______________________________________________________

Phone: __________________________ Email: _________________________________

Scope of Work Performed: ___________________________________________________

Contract Period: __________________________________________________________________
ATTACHMENT B

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person who has a business relationship with local governmental entity.

NOTE: Write “N/A” if no CIQ relationship applies and sign below as verification

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

   Yes     No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

   Yes     No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

   Yes     No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Revised 06/03/2016

Adopted 06/26/2007
CUSTOMER SERVICE CREED

Look for a way to say "yes" to the customer within appropriate legal and ethical boundaries.

Strive to exceed customer expectations.

Listen to the customer first; confirm the message and facilitate a solution if requested by the customer.

Approach work with a positive attitude, always looking for ways to improve our service.

Be a candid, kind and encouraging member of the team.

Apply the 4-way test to the things we think, say, or do:
1. Is it the truth?
2. Is it fair to all concerned?
3. Will it build goodwill and better friendships?
4. Will it be beneficial to all concerned?

ORGANIZATIONAL OBJECTIVE

ETCOG pledges all of its resources to be a solutions provider for our members and the citizens of the East Texas region.

Acknowledged and will abide by:

Signature of Company Official

Date