INVITATION FOR BID: RFP# CG-REFESR20R-2

REVISED RE-BID ETCOG FACILITY ELECTRICAL SYSTEM REPAIRS 2020 RFP-2

Bid Release: September 1, 2020

REVISED: September 9, 2020

Due Date/BID Opening: October 13, 2020

Time Due: 1:30, P.M. CDT

David A. Cleveland, Executive Director
PARTICIPATION FORM
(updated 7-23-20)

Request for Proposals: CG-REFESR20R-2 Re-Bid ETCOG Facility Electrical System Repairs 2020 RFP-2

PARTICIPATION OPTIONS: This is a ‘participation’ form only. If participating, Proposers must 1) Choose a submission option below prior to submitting a proposal and then 2) Email their participation form accordingly to the appropriate email address identified in the following submission options: (facsimile or emailed proposals are not allowed)

☐ Hardcopy RFP: Proposal will be submitted by hardcopy and all hardcopy requirements as referenced in the RFP 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 RFP proposal.

☐ Digital Upload: Proposal 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 RFP in order to receive an ‘access link’ to upload a proposal and all related materials.

Please provide the following information:

☐ Yes, Proposer will participate by the chosen option above. The bid document received by:

☐ Emailed Bid Invitation ☐ Legal Ad ☐ Web Posting ☐ Other

☐ No, the entity will not be participating in this RFP 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

About East Texas Council of Governments

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

ETCOG is seeking a qualified electrical contractor to perform an overhaul of the electrical system and make preparations for the installation of a standby generator at the property located at 3800 Stone Road in Kilgore, Texas. The need and scope for such work was determined by an electrical professional that was brought in to evaluate the electrical system. The results of the evaluation provided the necessary recommendations for repair upgrades or replacements in order to address staff safety and electrical needs.

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. PROPOSAL INFORMATION

SCOPE OF WORK (SOW)

1. Install a single new 800 amp 208, volt 3-phase service to replace the existing 600 amp and 400-amp services, to allow for a single means of disconnecting the utility power from the building in an emergency and, as preparatory work, to allow for a simple means of adding a transfer switch for a permanent back-up generator (potentially 60kW) that will be procured by ETCOG at a later date.

2. Replace both of the existing main electrical panels and installing an electrical wire-way system around the room, to allow feeding of existing sub panels and distribution circuits without reworking conduits and eliminate feeding through panels, as is currently done.

3. Where plausible, remove the unnecessary sub-panels in the Supply Room and Conference Room area. The circuits in these panels should be moved to the panels that were feeding the sub-panel, allowing for less confusion in finding and labeling circuits. Proposer will need to trace and label all circuits inside new panel.

4. In preparation for a future permanent back-up generator, which again, will be procured at a later date, a 200-amp transfer switch will need to be installed along with a 200-amp emergency panel.
**Note**: no circuitry at this time will go into the emergency panel, as the areas that will need emergency power are still being identified.

ETCOG has an IT server room with air conditioning that is not able to be shut down for an extended period of time. Therefore, before the electrical repairs are able to commence, the wiring for the room referenced will need to be reconfigured to run off a standby generator that will be supplied and maintained by the proposer during the scope of this project. Once the electrical repairs being procured by this RFP are completed, this wiring will then be utilized for a short-term 15-kilowatt propane generator ETCOG will be installing at a later date.

**CURRENT OVERALL ELECTRICAL LOAD FOR THE BUILDING:**

- 335 standard 120-volt receptacles
- (2) 20A 208v Receptacles
- 230 standard 120v T12 4 lamp light fixtures
- (4) 400w High Pressure Sodium Pole Lights @208v
- (8) 250w Metal Halide Wall Pack Lights @ 208v
- (16) 90w recessed can lights @ 120v
- (3) ¼ HP Exhaust Fans @ 120v
- (2) Mini-Split HVAC Units @ 208v
- (11) Roof Top HVAC Units of Various Sizes @ 208v 3 Phase

A total of 678 Amps of load was calculated for the building based on an equally balanced 208-volt 3 phase system.

**PROPOSER RESPONSIBILITIES AND EXPECTATIONS:**

Specific proposer responsibilities and expectations include, but are not limited to:

- Proposers are expected to carefully examine the site of the proposed work and bid specifications **before** submitting a proposal. Therefore, submission of a bid proposal shall be considered conclusive evidence the proposer has made such an examination and is satisfied as to the conditions to be encountered in performing the work. As to the requirements, of the contract it will be conclusive evidence the proposer has also investigated and is satisfied with the sources of supply for all materials, measurements dimensions, calculations, estimates, and statements. As to the condition under which the work is to be performed are the responsibility of the contractor, as no allowance will be made for any errors or inaccuracies that may be found **after** the execution of the contract.
- Proposers shall perform all work as indicated in the Contract for the completion of the project.
- Proposer shall provide at his expense all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of the project.
- The work will commence and finish in accordance with the schedule submitted with the bid proposal and accepted by ETCOG. Special emphasis needs to be considered with regards to the timeline provided in order to minimize the time of office closure.
- Upon final acceptance of the work and settlement of all claims ETCOG shall pay the proposer the contract price as shown in the bid proposal, subject to any additions and deductions provided for in the contract documents.
- The proposer will secure at its own expense all permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable, city, state and federal laws, ordinances, rule and regulations.
- Proposer shall secure and maintain insurance with limits not less than those specified in the
contract.

- Before acceptance of the work, the contractor shall remove from the site all machinery, equipment, surplus materials, rubbish, barricades and signs.
- All materials removed, trash, or leftover shall be the responsibility of the contractor and **will not** be disposed of in the dumpster belonging to ETCOG.
- All parts of the work shall be left in a neat and presentable condition.
- On all areas used or occupied by the contractor regardless of contract limits, the bidder shall clean up all sites and storage areas.
- Any and all damage to the turf, sprinkler system, HVAC units, parking lot or any other ETCOG structure will be the responsibility of the contractor and must be put back to its pre-construction or renovation state before the contractor will be paid for its completion of project.

**RFP TIMELINE SCHEDULE** *(timelines are subject to change) (revised 9-9-20):*

- **RFP Advertisement/RFP Release**
  - Tuesday, September 1, 2020
- **Build-Site Walkthroughs (mandatory)**
  - September 8-25, 2020
- **Deadline for Submission of Questions**
  - Wednesday, September 30, 2020
- **Response to Questions Posted**
  - Monday, October 5, 2020
- **Bid Participation Form/Digital Cut-Off**
  - Monday, October 12, 2020 (11:00 A.M. CDT)
- **RFP Due/Bid Open**
  - Tuesday, **October 13, 2020** (1:30 PM CDT)
- **Evaluation Commences**
  - Thursday, October 15, 2020
- **Award Recommendation**
  - Tuesday, October 20, 2020 (10:30 A.M.)
- **ETCOG Executive Committee**
  - Thursday, November 5, 2020

**Note [revised 9-9-20]:** Proposals received from any proposer who did not schedule a walkthrough will not be accepted. No exceptions. However, if your firm previously had an on-site walkthrough this may count toward the ‘mandatory’ requirement. Please contact Jonathan Hunt for confirmation at (903)331-2350.

**SUBMISSION INSTRUCTIONS:**

**HARD-COPY SUBMISSION: ([revised 9-9-20])**

RFP proposals must be clearly identified on the outermost return envelope/packaging and received by the proposal date/time of **1:30 P.M., October 13, 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, RFP# CG-REFESR20R-2, October 13, 2020, in bottom left-hand corner of the outermost Return Envelope/Package**

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

1. Proposers shall submit one (1) original hardcopy of their proposal marked ‘Original’ along with four (4) copies marked ‘Copy’ and must include one (1) electronic copy of the complete RFP proposal 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 RFP of bids.
2. It is the Proposer’s sole responsibility to prepare, submit, and deliver or arrange delivery of the RFP proposal with all required exhibits and materials intact and delivered to the designated location on or before the published proposal deadline.

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

4. RFP submission deadline time will be determined by the ETCOG lobby clock.

5. Courier or delivery services may not deliver directly to the specified department location; therefore, it is strongly recommended:
   - Proposers should allow sufficient time for delivery of proposal prior to the published deadline to the location specified in the RFP Timeline Schedule, p. 6.
   - Proposers understand that failure to submit a proposal by designated deadline, for whatever reason, may not be grounds for disputing the procurement solicitation process or any resulting contract award.

It is the Proposer’s responsibility to ensure any addenda or additional materials pertinent to their proposal be included in or with their RFP submission. ETCOG will not be held liable for missing addenda or materials at the time of the bid opening and said addenda or additional materials will not be accepted past the RFP submission deadline date and time. Note: Submitted proposals after the RFP deadline date/time will not be accepted.

DIGITAL UPLOAD SUBMISSION:

Digital ‘Access Link’ – Proposers have until the designated cut-off time of 11:00 A.M., October 12, 2020, if not sooner, to return their ‘Participation Form’ (p. 2) to procurements@etcog.org in order to receive an access link to upload a digital proposal in this RFP process. Failure to acquire an ‘access link’ by the cut-off deadline will not allow digital upload of a proposal.

Digital Upload Instructions – Proposers have until 1:30 P.M., Tuesday, October 13, 2020, if not sooner, to upload a proposal and all related materials to their dedicated upload folder.

The submitted proposal must be a ‘complete’ RFP submission with all related bid documentation, scanned or compiled, into a single PDF document. In addition, a Proposer who has been previously provided an ‘access link’ fails to digitally upload a proposal by the designated bid opening their digital submission will not be accepted and will remain unopened and treated as a ‘No-Bid’ for noncompliance.

SUBMITTAL TERMS

1. It is the Proposer’s sole responsibility to prepare the RFP submission, whether digital or hard copy, with all required exhibits and materials included by or before the referenced ‘RFP Due/Bid Open’ deadline (p. 6).

2. ETCOG will not bear liability for any costs incurred in the preparation of proposals or any responsibility in the transmission or delivery of responses to this RFP.
3. RFP submission deadline time will be determined by the recorded upload date/time or the ETCOG lobby clock, whichever is applicable to submission method.

It is the Proposer’s responsibility to ensure any addenda or additional materials pertinent to their proposal be included in or with their RFP submission. ETCOG will not be held liable for missing addenda or materials at the time of the ‘Bid Open’ (p. 6) and said addenda or additional materials will not be accepted past the bid opening submission deadline date and time.

RFP RETRIEVAL

The RFP document, RFP updates, and additional RFP information or amendments will be posted on the ETCOG website and may be retrieved by clicking on ‘Re-Bid ETCOG Facility Electrical System Repairs 2020 RFP-2’ at http://www.etcog.org/procurements. If problems obtaining this RFP are experienced, please request an RFP copy via email to Trish Hudspeth at: patricia.hudspeth@etcog.org.

PROPOSER COMMUNICATION (revised 9-9-20)

QUESTIONS: As referenced in RFP Timeline Schedule, p. 6, Proposer questions are due by September 30, 2020. Proposer questions, requests and/or inquiries for additional information regarding this RFP process must be emailed to Trish Hudspeth at: patricia.hudspeth@etcog.org.

Upon issuance of this RFP, verbal communications for clarification from anyone, including ETCOG staff, are not allowed and will not be addressed, with the one-time exception to allow on-site visits as referenced below under, ‘Build-Site Walkthroughs’. Failure to follow this directive may result in rejection of proposal. In addition, communication regarding this RFP with other potential proposers who may respond competitively, is prohibited.

Failure to observe the above restriction(s) may result in disqualification of Proposer bid proposal(s). This restriction does not preclude discussions between affected parties for conducting business unrelated to this proposal.

RESPONSES: Proposers must go online at http://www.etcog.org/procurements and click on ‘Re-Bid ETCOG Facility Electrical System Repairs 2020 RFP-2’ to retrieve responses to all questions asked, no earlier than October 5, 2020.

Please Note: Proposers who email questions will not receive a personal response to their question(s) but must retrieve question responses online which is to the benefit of all Proposers. Therefore, it is the sole responsibility of Proposers to review the ETCOG website periodically for RFP responses to questions, RFP amendments or updates.

BUILD-SITE WALKTHROUGHS (MANDATORY): (revised 9-9-20): The ‘mandatory’ requirement may be satisfied for Proposers who already had an on-site walkthrough, therefore, please contact Jonathan Hunt at (903)331-2350 for confirmation. Any Proposer who previously had Due to the nature of this RFP and recognizing the need for Proposers to inspect the electrical system in need of repairs to assist with submitting a proposal, an exception to the above ‘Questions’ and ‘Responses’ requirement of no verbal communication is being allowed. However, proposers must understand this is a ‘one-time’ exception and only while on-site for the electrical walk-through. Proposers are to ask questions that are technical in nature pertaining only to the electrical renovation requirements and expected outcome. Proposers must
refrain from asking questions about other potential competitors or any details that may provide an unfair advantage for them over other proposers.

In addition, once the ‘build-site’ walkthrough has concluded, any resulting proposer questions not asked during the on-site visit must be submitted in accordance to the ‘Questions’ and ‘Responses’ requirements above. Failure to follow this directive may result in a RFP proposal being rejected for non-compliance.

**To schedule a build-site walkthrough:**

Proposers must contact Jonathan Hunt, ETCOG Facilities Manager, by email at jonathan.hunt@etcog.org or cell (903)331-2350 to schedule their ‘walkthrough’ during the timeframe of **Tuesday, September 8 to Friday, September 25, 2020. (revised 9-9-20):**

**SEALED BID PROCESS**

ETCOG reserves the right to a closed RFP process for proposal review/analysis and award recommendation procedures to the best interest of and best benefit to ETCOG as well as ensure the best competitive edge for all parties, and in accordance to Texas Local Government Code:

Sec. 252.049. CONFIDENTIALITY OF INFORMATION IN BIDS OR PROPOSALS. (a) Trade secrets and confidential information in competitive sealed bids are not open for public inspection. (b) If provided in a request for proposals, proposals shall be opened in a manner that avoids disclosure of the contents to competing vendors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

**In addition, and in accordance to Government Code, Chapter 552. Public Information:**

Sec. 552.104. EXCEPTION: INFORMATION RELATED TO COMPETITION OR BIDDING. (a) Information is excerpted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder. (b) The requirement of Section 552.022 that a category of information listed under Section 552.022(a) is public information and not excepted from required disclosure under this chapter unless expressly confidential under law does not apply to information that is excepted from required disclosure under this section.


**HUB BEST PRACTICES**

ETCOG 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.
Proposer 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.

**PROPOSAL OPENING**

RFP submissions will be received until the deadline date/time as stated under *RFP Timeline Schedule, RFP Due/Bid Open, p. 6*, of this RFP document. Public attendance is allowed; however, attendees are asked to follow COVID-19 safety precautions while on-site at ETCOG.

Telephone, email, and facsimile proposals are not acceptable in response to this RFP.

- All submitted proposals become the property of ETCOG after the RFP deadline/opening date.
- Responses submitted shall constitute an offer for a period of ninety (90) calendar days or until a preferred selection for award is approved by ETCOG, whichever comes first.
- All programs and employers under the auspices of ETCOG are following EO. Auxiliary aids and services are available, upon request, to individuals with disabilities.

**PROPOSAL INSTRUCTIONS**

Bid proposals must be presented in the order below and **must provide** the following:

1. Upload Information Page, if digital submission
2. RFP cover page with company name, address, phone number, and e-mail address of the contact person who shall be available to discuss submitted bid for service.
3. Bond and License documentation.
4. Completed copies of: **(must return)**
   a. Bid Submission Sheet (Attachment A)
   b. Statement of Bidder Qualifications (Attachment B)
   c. References (Attachment C)
   d. Signature Page (p. 17)
   e. Conflict of Interest (CIQ) - (Attachment D)
   f. ETCOG Customer Service Creed – (Attachment E)
   g. All pages requiring signatures, initials, and checkmarks

**Note:** Proposers who have submitted all the information listed above, shall be evaluated in conjunction with the *Evaluation Criteria, p. 11* that follows. **Note:** Please do **not** submit proposals in 3-ring binders.
EVALUATION AND AWARD

PROPOSAL EVALUATION – Proposals will be evaluated using a predetermined point ranking method to rank which proposers are most likely to meet/exceed RFP requirements. In addition, ETCOG reserves the right to contact any source regarding vendor reputation, product/service quality, work history, and past performance or any other factor to best evaluate/award the proposal that meet ETCOG needs and clients served.

EVALUATION CRITERIA

<table>
<thead>
<tr>
<th>CRITERION TABLE</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demonstrated ability to provide required services addressed on the 'Bid Submission Sheet'.</td>
<td>40</td>
</tr>
<tr>
<td>Cost reasonableness</td>
<td>30</td>
</tr>
<tr>
<td>Responsiveness to RFP requirements</td>
<td>20</td>
</tr>
<tr>
<td>Proposer references</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

**NOTE:** A composite grade will be given for the following chart criteria of 0-100. Proposals will be scored numerically and ranked from ‘highest to lowest’ and the number of proposals selected for consideration to be at the sole discretion of ETCOG. The ratings will be based on the qualifications provided in the proposal by the closing date/time of the RFP.

AWARD TERMS

• ETCOG reserves the right to request additional information or clarifications from Proposers or to allow corrections of errors or omissions at ETCOG’s sole discretion.

• 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 Proposer will be by November 5, 2020. (date subject to change) [revised 9-9-20]

• Upon award of successful Proposer(s), notification will be sent to all Proposers who responded to this RFP.

SECTION III. ETCOG GENERAL PROVISIONS

A. ETCOG reserves the right for any contract or service agreement resulting from this RFP 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 RFP, vary or waive any provisions set forth in this RFP if deemed in the best interests of ETCOG.

D. This RFP does not commit or obligate ETCOG to allow 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 D).

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 RFP, to include but not limited to, any essential clauses or certifications in this RFP. The bid submission must have original signatures of the person 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 RFP 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 E, p. 22, 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 RFP 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 respondent’s standing in regard to: (1) certification for lobbying, (2) certification for debarment, (3) certification for Texas Corporate Franchise Tax, and furthermore, respondent 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](https://www.dol.gov/whd/davis-bacon) 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 RFP.

**Conflict of Interest Questionnaire (Attachment D)**
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 RFP, 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 respondent. 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 RFP. 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 RFP; 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 RFP, 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 RFP 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. 17) 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), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

The undersigned (p. 17) 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. 17), 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 RFP. 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

BID SUBMISSION SHEET

• Based on instructions contained in Section II. Proposal Information, Scope of Work, (p. 4) and observation from the ‘Build-Site Walk Through’ (p. 8) please complete the following:

TOTAL COST OF ELECTRICAL SYSTEM REPAIRS: $__________________

• In a project of this size and nature the possibility exists of additional discoveries and repairs. For any additional costs required over the ‘Total Cost of Electrical System Repairs’ cost provided above, the winning proposer will be expected to provide a Work Authorization for each discovery and obtain approval to move forward. The Work Authorization must provide a summary of the discovery, the reason for the repair, cost of equipment, number of additional hours required at the hourly rate listed below:

HOURLY RATE FOR DISCOVERY WORK: $__________________

• We understand this project will result in office closure due to electrical system outage. In your best estimate please complete the following:

ESTIMATED TIMELINE FOR PROJECT COMPLETION: ____________________

ESTIMATED DAYS FOR OFFICE CLOSURE: ____________________

*Proposers may refer to attachments provided in their proposal response in efforts to provide additional details surrounding bids.
ATTACHMENT B

STATEMENT OF BIDDER’S QUALIFICATIONS

Name of Bidder:__________________________________________________________

Permanent Main Office Address:__________________________________________

When Organized:____________________ Where Organized:____________________

• What percentage of your business comes from dedicated electrical work?

• How many years have you been engaged in the electrical business under your present
  name; also state names and dates of previous firm names, if any.

• Contracts on hand;(schedule these, showing gross amount of each contract and the
  approximate anticipated dates of completion)

• General character of work performed by your company

• Have you failed within the last seven years to complete any work awarded to you? If so,
  where and why?

• Have you defaulted on a contract within the last seven years? If so, where and why?

• Have you ever failed to complete a project in the time allotment according to the
  contract documents? If so, where and why?

• List the most important contracts recently executed by your company stating the
  approximate cost for each and the month and year completed.

• List your key personnel such as project superintendent and foreman who will be assigned
  and available for this contract.

• List any subcontractors whom you would expect to use for this project, along with a list
  of their key personnel and qualifications (Not applicable if all work will be completed by
  your own organization).
ATTACHMENT C

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 to this RFP is 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: ________________________________________________
CONFLICT OF INTEREST QUESTIONNAIRE

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 06/28/2007
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