

# RFP-22-190-ART CALL CENTER REMODEL



## REQUEST FOR PROPOSAL

### ALAMO AREA COUNCIL OF GOVERNMENTS

#### FOR

### ALAMO REGIONAL TRANSIT (ART) CALL CENTER REMODEL

<b>ISSUE DATE:</b>	<b>10:00 AM CST</b>	<b>July 15, 2022</b>
<b>SITE VISIT:</b>	<b>11:00 AM CST</b>	<b>July 25, 2022</b>
<b>Q&amp;A ISSUED:</b>	<b>10:00 AM CST</b>	<b>August 1, 2022</b>
<b>RESPONSE DATE:</b>	<b>5:00 PM CST</b>	<b>August 19, 2022 (EXTENDED)</b>
<b>BID OPENING DATE:</b>	<b>12:00 PM CST</b>	<b>August 22, 2022 (REVISED)</b>
<b>AWARD DATE:</b>	<b>5:00 PM CST</b>	<b>August 26, 2022 (REVISED)</b>

**Submission Address:** Contracts and Procurement Manager  
 Alamo Area Council of Governments  
 Procurement Department  
 8200 Perrin Beitel, Suite 101  
 San Antonio, TX 78218  
 Voice 210.362.5302  
 Fax 866.332.3252  
[Procurement@aacog.com](mailto:Procurement@aacog.com)

**AACOG Link:** <http://www.aacog.com/bids.aspx>

**NOTICE:** Prospective proposers who have received this document from a source other than AACOG should immediately contact AACOG and provide their name, company, and email address in order that an addendum to this document or other communication can be sent to them. Any prospective proposers who fail to provide the agency with this information assumes complete responsibility for complete submission requirements.



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**1.0 Purpose**

The intent of this Request for Proposal is to establish a contract with a highly qualified Proposer for facility remodeling, based on RSMeans (Relative Price Strength Rating) service pricing.

**2.0 Background Information**

AACOG is a voluntary association of municipal and county governments and special districts located in Bexar County and the surrounding twelve counties. Defined as a political subdivision of the State of Texas, the Alamo Area Council of Governments (AACOG) was established in 1967 under Chapter 391 of the Local Government Code as a voluntary association of local governments and organizations that serves its members through planning, information, and coordination activities. AACOG serves the Alamo Area / State Planning Region 18, which covers 13 counties and 12,582 square miles. Comprising the Area Planning Region are Atascosa, Bandera, Bexar, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, Medina, McMullen, and Wilson counties.

The Alamo Regional Transit (ART) department provides public transportation bus service to all residents in the service region. Service to and from Bexar County and San Antonio is also provided. ART provides demand response, curb-to-curb transportation service. Door-to-door service may be requested for those customers needing additional mobility assistance via a call center model.

**3.0 Scope**

**1. Description of Services: Restroom Renovation & Control Center Enclosure**

AACOG – ART has a requirement to renovate two restrooms and enclose the control center with glass doors and wall in a government owned property located at 8200 Perrin Beitel Rd., San Antonio, TX 78218. The work shall be done as per this scope of work (SOW), Specifications and general contract conditions are outlined in this SOW. This project requires an experienced Proposer to execute the job. The Proposer shall provide all labor, materials, tools, equipment, supervision and other related items required to the complete the project.

**1.1 Site Visit:**

- a. Proposers are advised and welcome to visit the site.
- b. While visiting, the Proposer will be able to view the site, which will assist in the development of their specific proposal requirements.
- c. Site visits will be provided on:
  - a. July 25, 2022 at 11:00 AM
- d. Question of a general nature will be entertained
- e. Questions specific to the development of work requirements will be received for inclusion in the Q&A to be released, as scheduled in the RFP

**2. Scope of work**

The general scope of work for the restroom renovation can be summarized as follows:

- A. Renovate of the existing two (2) restrooms
  - B. Adapt and renovate the plumbing positions, as needed
  - C. Make modifications for all the electrical receptacles and lights
  - D. New texture and paint of the restrooms ceiling and walls
  - E. Furnish and install new restrooms vanities
  - F. Replace and install new LED light fixtures, switches and ventilators
  - G. Renovate the existing drop ceiling
  - H. Installation of a new toilets and urinals
  - I. Installation of a new hand dryer
  - J. Control Center Enclosure
- 
- A. Renovation of the existing two (2) restrooms
    - 1. Cover all door openings to avoid dust in other areas
    - 2. Scrub, wax, polish and seal the entire floor and wall tiles
    - 3. Remove restrooms furniture and fixtures
    - 4. Remove electrical appliances and sanitary receptacle
    - 5. Dispose of debris.

- B. Adapt and renovate the plumbing positions
  - 1. Based on the existing pipes in the restrooms the Proposer will adapt and renovate the positions of water supply and drains, (Cold and hot water) as needed.
- C. Make modifications for all the electrical receptacles and lights
  - 1. Modifications need to be made so the electrical receptacles are in the area of the new sinks
  - 2. Replace and install new led-spots and air extractors on the ceiling.
- D. New texture and paint of the restrooms ceiling and walls.
  - 1. Remove old texture and apply new "orange peel" texture
  - 2. Apply new paint and sealant
- E. Furnish and install new restrooms vanities (custom made vanities) Or approved equal for all items below:
  - 1. Wood: HPL Decor
  - 2. Countertop 12mm LG-Hi Macs Alpine White S28
  - 3. Splash board LG Hi-Macs Alpine white S28
  - 4. Three (3) sinks integrated in the countertop. LG Hi-Macs 03540R Alpine white S28
  - 5. Mirror above sink.
  - 6. Three (3) Faucets
- F. Replace and install new LED light fixtures, switches and ventilators
  - 1. Remove existing light fixtures, switches, plugs, and ventilators
  - 2. Install new automatic/sensor light fixtures, switches, plugs, and ventilators
- G. Renovate the existing drop ceiling
  - 1. Drop ceiling will be in Gyproc.
  - 2. Ceiling will be painted.
- H. Installation of a new toilets and urinals
- I. Installation of a new hand dryer
  - 1. Model: XLERATOR XL-SB Brushed Stainless Steel Cover or approved equal
- J. Control Center Enclosure
  - 1. Install rough framing
  - 2. Install insulation
  - 3. Complete drywall, finish trim, complete painting
  - 4. Enclose control center with two glass doors, mirror window, glass center wall

#### **4.0 Eligible Providers**

- 1. Proposers must have the technical competence, administrative capacity, management and administrative skills, program experience and expertise, fiscal management systems, the financial resources and stability to accomplish the work identified in this document, and meet high standards for public service and fiduciary responsibility.
- 2. ACOG is prohibited from contracting with any entity debarred, suspended, or otherwise excluded from or ineligible for participation. Accordingly, a contract requires Contractors to certify that they are in compliance with the Federal regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98-510, Participant's Responsibilities. The Contractor must certify that to the best of its knowledge and belief that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
- 3. The proposer certifies that no member of or delegate to the Congress of the United States (US) shall be admitted to any share or part of this contract or to any benefit arising therefrom.
- 4. The proposer certifies that no member, officer or employee of the Public Body or of a local public body during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- 5. The proposer acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract).

6. The proposer will be free of all obligations and interests that might conflict with the best interests of AACOG.
7. The proposer will have the capacity of providing services on a timely basis.
8. The proposer will warrant that they nor any member of their controlling management presently has a relationship with any member of the AACOG Board of Directors or an AACOG officer with contractual authority and will not enter into any such relationship, directly or indirectly, which would create or provide the appearance of a conflict of interest in the performance of any agreement with AACOG. If an applicant cannot make such representation, the person(s) having a relationship with the AACOG Board member or officer, shall file the attached Conflict of Interest Questionnaire with their response to this request for applications. Nothing contained in this paragraph shall relieve Contractor of its obligation to file a Conflict of Interest Questionnaire at a later date if such conflict arises.
9. The submission of an applications shall be prima facie evidence that the proposer has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.
10. Responses will remain on file in accordance with the Texas Open Records Act.

## 5.0 Type of Contract

This is a fixed price contract for all construction related activities. The all-inclusive work and amount quoted shall include all work described in scope of work and general conditions of contract. The lump sum price quoted shall be fixed and nothing extra will be entertained. Proposer's staff is subject to such restriction for entry and exit as are required by the AACOG's security requirement. Proposer's staff will be subject to security cleared as required by AACOG. Proposer shall restore all surfaces disturbed by construction to match with existing finish. Any deviation from the original contract/scope of work shall be informed to COR before work begins. No additional work or changes will be carried out without a contract modification.

## 6.0 Governing Provisions & Limitations

### 6.1 SPECIFIC CONTRACT PROVISIONS

#### 1. Construction-Related Goods and Services Affirmation

A contract awarded under this Request for Proposal covers only the specific goods and services awarded by AACOG. Texas law prohibits the procurement of architecture or engineering services through a Request for Proposal. This contract does not include such services. Architecture or engineering services must be procured in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.

#### 2. Responsibilities

Proposer shall be responsible for procuring, supplying, transporting, and providing all labor, materials, tools and plant and equipment etc., required for completion of the work in all respects and as per the scope of the work.

- a. All expenses towards mobilization at site and demobilization including bringing in equipment, workforce and materials, dismantling the equipment, clearing the site etc. shall be deemed to be included in the rates quoted by the Proposer against various items of schedule of rates and no separate payment on such expenses shall be entertained.
- b. The Proposer shall be responsible to carry out all the works to that is required to restore the disturbed area to its original texture and color, this includes but not limited to plastering, painting, touch up painting, sanding, tiling.
- c. The Proposer shall maintain existing utilities indicated to remain and protect them against damage during the project. Damages caused by works, shall be repaired by the Proposer at no additional cost to AACOG.
- d. The Proposer shall transport from site all debris, rubbish, and materials resulting from operations and dispose of site on a daily basis in accordance with local regulations.
- e. Proposer shall employ and provide one full time project manager to supervise the project and has experienced of carrying out such type of work.

- f. Proposer shall not proceed with next activity until previous activity will be checked and approved by COR.
- g. Proposer shall identify all inspection dates in the schedule chart
- h. Proposer should keep the site clean and accessible to AACOG employee all time

**3. Specifications**

Work under this contract shall be carried out strictly in accordance with specifications attached and will meet US and Local codes.

**4. Execution of Work**

The Proposers are advised to review the material specifications and scope of work. The Proposer should visit and walk through the site to familiarize themselves with the site conditions to understand the exact quantum of work. On award of the work, Proposer shall submit all items below via email:

- a. Bar chart within 3 days for approval by the Contracting Officer Representative (COR). All dates and time schedule agreed upon should be strictly adhered to. Proposer shall notify the COR in advance regarding anticipated problems through the project.
- b. Proposed start date
- c. Weekly schedule/activity plan for the duration of the project prior to the start date. For dismantling/blocking or making connection to any existing services or any shut-down, Proposer shall inform the COR at least three working days in advance and proceed with the work only after the permission from the COR. The duration of the project shall be 20 working days.

**5. Materials**

Brand name materials cited in the statement of work shall associate to, "brand name or equal". All materials used on this work shall be new and conforming to the contract specifications as per US and local codes. Materials shall conform to the latest US Standards specifications as amended to date and carry certification mark. Proposer shall submit material samples and catalog for pre-approval. All materials used on the project shall be approved by the Contracting Officer Representative (COR) before use. Any changes/substitutes on material shall be approved by COR before proceeding.

**6. Use of Site**

AACOG shall make each project site accessible to the Proposer as necessary for the performance of work under the Contract. This shall not be interpreted as giving Proposer exclusive rights of occupancy for work tasks. AACOG shall always have access to all project site facilities. Work shall be limited to the described area on the site plan or as otherwise set forth in the contract. Use of the project site shall be coordinated by the Proposer with the COR. All sign in/out policies and other policies of AACOG regarding use of the facilities whether or not included within the project site are applicable to Proposer and Proposer's subcontractors while on AACOG's property. Proposer shall not perform work on any dates or at any times at any project site prohibited by AACOG. Proposer shall ensure that all materials are stored in a proper manner protected from natural elements so as to avoid contamination and deterioration.

**7. Site Clearance and Cleanup**

The Proposer shall clear away all debris and excess materials accumulated at the site and dispose of it away from Residence premises, maintaining a neat site condition. On completion of project, Proposer shall remove all surplus materials and leave the site in a broom clean condition.

**8. Workmanship**

Workers working on the site shall be skilled in their job and have related job experience.

**9. Working Hours**

Proposer shall be prepared to pursue the contracted tasks during the standard working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

**9.1** The Proposer may elect, at his own option, to work Non-Standard Hours only if:

- a. Proposer submits a request to COR in writing at least two working days in advance providing the dates and specific times of the Non-Standard Hours during which the Proposer wishes to perform work;
- b. There is no additional cost to AACOG
- c. An authorized representative of AACOG approves the request in advance in writing; and
- d. Proposer agrees to any special conditions imposed by AACOG as are set forth in the approval document.
- e. Any work performed during Non-Standard Hours, at Proposer's own option, shall be subject to the Proposer's Coefficient for Standard Hours.

**9.2** Work required by AACOG to be performed at Non-Standard Hours shall be:

- a. eligible for application of the Proposer's Coefficient for Non-Standard Hours. If this work cannot otherwise be adequately quantified, a percentage of the total
- b. Change Order shall be mutually agreed upon between AACOG and Proposer to which the Proposer's Coefficient for Non-Standard Hours shall apply for that particular Change Order.

**10. Safety**

Proposer is responsible and shall continue management and implementation of a safety and health program throughout construction. The Contracting Officer and the Post Occupational Safety and Health Officer [OSHO] reserve the right to suspend work when and where Proposer's safety and health

program is considered to be operating in an inadequate or non-complying manner. Proposer shall provide all Personal Protective Equipment for the workers as per the requirement of the site. Work will be stopped in case the proper protection equipment is not found with the workers and the lapse of time shall be at the Proposer's expense. Proposer will not leave the work site in an unsafe condition or any other condition that might cause injury to personnel, damage to existing work, plants or equipment. Proposer will use all safety gadgets e.g. hard hats, cotton gloves and goggles as required on site to avoid the accident. Any equipment or work considered dangerous shall be immediately discontinued.

**11. Warranty**

The Proposer shall guarantee that all work performed will be free from all defects in workmanship and materials and that all installation will provide the capacities and characteristics specified. The contract further guarantees that if, during a period of three years from the date of the certificate of completion and acceptance of the work, any such defects will be repaired by the Proposer at his expenses.

**12. Applicable Federal Clauses**

By signing this Proposal, the Proposer certifies that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this contract. Proposer further certifies that, if awarded, Proposer will comply with all applicable state, federal, and local laws, rules, and regulations in regards to awarded products and/or services.

**13.1 Davis-Bacon Act**

When required by Federal program legislation, Proposer agrees that, for all prime construction contracts/purchases in excess of \$2,000. Proposer shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 31463148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute:

- a. Proposer is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition,
- b. Proposer shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [wdol.gov](http://wdol.gov). Proposer agrees that, for any purchase to which this requirement applies, the



award of the purchase to the Proposer is conditioned upon Proposer's acceptance of the wage determination.

Proposer further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

## **6.2 GENERAL TERMS & PROVISIONS**

Violation of any of the following provisions may cause an application to be disqualified and rejected from consideration.

1. The application, if accepted, will become the basis for the contract scope of work.
2. The only purpose of this document is to ensure uniform information in the solicitation of applications for the procurement of identified services. This document is not to be construed as a purchase agreement, contract or as a commitment of any kind; nor does it commit AACOG to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by AACOG.
3. AACOG reserves the right to accept or reject any or all applications received, to cancel or reissue this document in part, or its entirety.
4. AACOG reserves the right to award a contract(s) for any services solicited in this document in any quantity AACOG determines is in its best interests.
5. AACOG reserves the right to extend, shorten, increase or decrease any contract awarded as a result of this document.
6. AACOG reserves the right to request additional information, clarification of or explanation for any aspect of a response to this document.
7. AACOG reserves the right to waive any minor defect in the procurement process or to correct any error(s) and/or make changes to this solicitation it deems necessary. AACOG will provide notifications of any changes in this document to all interested parties having requested or received a copy of this document.
8. AACOG reserves the right to negotiate the final terms of any and all contracts or agreements with selected proposers and any such terms negotiated as a result of this document may be renegotiated and/or amended in order to successfully meet the needs of the regional area.
9. AACOG reserves the right to contact any individual, agency, employer or granting agencies listed in an application, contact others who may have experience and/or knowledge of the respondent's relevant performance and/or qualifications; and to request additional information from any and all respondents.
10. AACOG reserves the right to withdraw or reduce the amount of an award or to cancel any contract or agreement resulting from this document if adequate funding is not received by AACOG from any other funding sources or due to legislative changes.
11. Respondents shall not, under penalty of law, offer or provide any gratuities, favors or anything of monetary value to any officer, board member, employee, application evaluator, or agent of AACOG or elected official for purposes of having an influencing effect on this procurement.
12. Respondents shall not attempt in any manner to advocate for, lobby or otherwise attempt to influence any officer, board member, employee, application evaluator, or agent of AACOG or elected official for purposes of having an influencing effect on this procurement.
13. No officer, board member, employee, application evaluator, or agent of AACOG shall participate in the selection, award or administration of a contract if a conflict of interest, or potential conflict, is involved.
14. Respondents shall not engage in any activity that will restrict or eliminate competition. Violation of this provision will cause a respondent's application to be disqualified and rejected. This does not preclude joint ventures or subcontracts.

15. The contents of a successful application will become a contractual obligation if selected for the award of a contract. Failure of a respondent to accept this obligation may result in cancellation of an award. No plea of error or mistake shall be available to successful proposer as a basis for release from proposed services at the stated price/cost. Any damages accruing to AACOG as a result of a successful proposer's failure to contract with AACOG may be recovered from the proposer.
16. A contract with a selected proposer may be withheld, at the sole discretion of AACOG, if issues of contract or questions of non-compliance, questioned/disallowed costs, audit/monitoring findings or legal issues exist, until such issues are satisfactorily resolved. AACOG may withdraw the award of a contract if the resolution is not satisfactory to AACOG.
17. AACOG is exempt by law from paying State Sales Tax and Federal Excise Tax.

## **7.0 Administrative Requirements & Limitations**

1. Respondents must be able to demonstrate the necessary administrative and fiscal capability necessary to successfully provide required services and to meet the financial accountability requirements of federal grants.
2. Contractors must agree to comply with any applicable Federal, State, and AACOG rules, policies, directives, procedures, and plans and unilateral contract modifications.
3. AACOG Contractors are subject to compliance monitoring. At any time during normal business hours, and as often as deemed necessary, AACOG, and its funding source agencies, or any of their duly authorized representatives shall have complete access to any books, invoices, payrolls, time sheets, or any other records or papers which are related to a contract resulting from this document for the purpose of verifying contractual, program and financial compliance with all applicable laws, rules, regulations and policies.

## **8.0 Technical Assistance**

### **AACOG Point of Contact**

Contracts and Procurement Manager  
Alamo Area Council of Governments  
Procurement Department  
8200 Perrin Beitel, Suite 101  
San Antonio, TX 78218  
Voice 210.362.5302  
Fax 866.332.3252

[Procurement@aacog.com](mailto:Procurement@aacog.com)

1. Proposers may email questions to [Procurement@aacog.com](mailto:Procurement@aacog.com), beginning on July 18, 2022 through July 27, 2022 by close of business.
2. An Addendum to the document, to include all questions received via email, will be delivered to all interested parties, and included in archived documents.
3. Other than written questions submitted to AACOG prior to the deadline for such questions, as specified in the document, potential respondents are prohibited from making contact with AACOG staff or Board of Directors at any time during this procurement process regarding the document, the evaluation process, recommendation and/or award of contracts, or to gain any other information that could provide a competitive advantage of one respondent over another. Violations of this prohibition will result in the automatic disqualification of the offending proposer.
4. Other than as specified above, all members of the AACOG Board, AACOG staff, individuals that have reviewed the document prior to its release, authorized representatives or agents of AACOG are precluded from entertaining or answering questions concerning this document or the procurement process.
5. Bid opening will be done at 12:00 pm cst, at 8200 Perrin Beitel, Suite 101, San Antonio TX 78218.

## **9.0 Proprietary Information & Texas Public Information Act**

Proposer is hereby notified that AACOG strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information. AACOG may seek to protect from disclosure all information submitted in response to this document until such time as a final agreement is executed. Upon execution of a final agreement, AACOG will

consider all information, documentation, and other materials requested to be submitted in response to this document to be of a non-confidential and non-propriety nature and, therefore, subject to public disclosure. Proposer will be advised of a request for public information that applies to their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information that may be protected from release as authorized by Government Code or Attorney General Decision.

**10.0 Response Scoring Criteria**

AACOG will make its selection of a proposer based on demonstrated competence, experience, knowledge, and qualifications as reflected in the criteria set forth below. The responses will be scored by an AACOG selection committee. The selection committee will make a recommendation to the Board of Directors (the "Board") concerning the best-qualified Proposer. Final selection, if any, will be made by the Board.

**Scoring Criteria, with Percentages:**

- 1. **40% - Price Competiveness**
  - 2. **35% - Planned Completion Date**
  - 3. **25% - Past Performance**
- 100%**

**11.0 Dispute Resolution - Appeal and Debriefing Process**

**1. Pre-bid and Pre-award Protests**

- a. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for receipt of initial proposals. In procurements where proposals are requested, alleged improprieties which do not exist in the initial solicitation but which are subsequently incorporated into the solicitation must be protested not later than the next closing time for receipt of proposals following the incorporation. If no closing time has been established, or if no further submissions are anticipated, any alleged solicitation improprieties must be protested within 10 days of when the alleged impropriety was known or should have been known.
- b. Protests other than those covered by 11.1(a) of this section shall be filed not later than 10 days after the basis of protest is known or should have been known (whichever is earlier), with the exception of protests challenging a procurement conducted on the basis of competitive proposals under which a debriefing is requested and, when requested, is required. In such cases, with respect to any protest basis which is known or should have been known either before or as a result of the debriefing, and which does not involve an alleged solicitation impropriety covered by 11.1(a) of this section, the initial protest shall not be filed before the debriefing date offered to the protester, but shall be filed not later than 10 days after the date on which the debriefing is held.

**2. Post-award Appeal Process**

Respondents not selected for funding may appeal only with respect to any fault or violation of law or regulation regarding the procurement process. Appeals must be filed within ten calendar days of receipt of notification of final action. Final action shall be considered by AACOG, at which final selection of the contractor is made. Appeals shall be directed to:

Contracts and Procurement Manager  
 Alamo Area Council of Governments  
 2700 N.E. Loop 410, Suite 101  
 San Antonio, TX 78217

- a) The appeal must indicate the Board action appealed and the violation, which forms the basis for the appeal, and shall be signed by the appellant organization's authorized representative. Fax and e-mail transmittals will not be accepted. The filing of the appeal must be within the time frame identified. There is no relief accorded appellants for not filing within the published deadlines. Hearings shall be conducted in accordance with existing Agency procedures.
- b) Respondents may NOT appeal the scoring and ranking of applications, unless

- substantiated by material or relevant facts;
- c) Respondents may NOT appeal solely on the belief that their application is superior to the one selected for award.

**3. Request for Debriefing**

Respondents not selected by this procurement process, and have elected not to file an appeal, may submit within 10 days of AACOG’s notification of the procurement decision, a Request for Debriefing to obtain information on the procurement process and how their application or offer was received and ranked. AACOG shall acknowledge receipt of the Request for Debriefing in writing within 10 days of receipt, along with the date and time of the scheduled Debriefing. The Debriefing shall be scheduled as soon as possible and no later than 10 days from the receipt of the Request for Debriefing. A debriefing is offered as a courtesy to any bidder who is not selected for funding. The purpose of the debriefing is to promote the exchange of information, explain the application evaluation system, and help unsuccessful bidders understand why they were not selected.

**12.0. Response Requirements**

Listed below is a summary of all information to be included in an application submitted in response to this document. Proposals will be considered only from parties that:

- 1. Are free of all obligations and interests that might conflict with the best interests of AACOG;
- 2. Have the capacity of providing services on a timely basis;
- 3. The submission of an applications shall be prima facie evidence that the proposer has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.

**13.0 Application Format**

Proposers must submit one (1) unbound original with all executed (i.e. original signatures) forms and certificates, 3 copies, and one (1) electronic copy of your application on flash drive. Copies may be submitted in a three-ring binder, clipped or stapled in the upper left-hand corner. Any application lacking the required number of copies will be ruled unresponsive and will not be considered under this procurement. Applications must be typed and submitted on 8 ½ x 11 –inch plain white paper. Please do not use less than a 10-point font. Each page of the application, with the exception of the Cover Sheet, must be sequentially numbered, including attachments. Proposers are asked to keep responses brief, concise and to the point.

**14.0 Order of Application Contents**

Applications must follow the format below. All items must be clearly labeled and in the exact order shown below. Compile the application in the following order:

- 1. Title Page
- 2. Table of Contents
- 3. Profile of the Proposer
- 4. Proposal Narrative
- 5. References
- 6. Conflict of Interest Questionnaire
- 7. Certification Regarding Debarment

**15.0 Application Response Forms**

- 1. Title Page – Attachment A
  - a. List the subject, the name of the proposer's firm, local address, telephone number, fax number, email address, name of contact person, and date.
- 2. Table of Contents – Attachment B
  - a. Each application must have a Table of Contents that lists each item of the application, including attachments, with corresponding page numbers. Clearly identify the material by section and page number.
- 3. Proposal Narrative – Attachment C
  - a. Proposer's understanding of the service(s) to be provided, experience, closed properties,

funded, and make a positive commitment to perform the work in a timely manner. Give the names of the and resumes of key staff who will be authorized to make representations for the proposer, their titles, addresses, fax numbers, email addresses (if applicable), and telephone numbers.

**4. Profile of the Proposer – Attachment D**

- a. Business information, address, email, point of contact names, phone numbers, cell numbers, fax number, business history information, business experience information

**5. References – Attachment E**

- a. Describe your firm’s experience, including the number of years in business, and type of services provided. Must provide three (3) business references. Please identify the contact person and phone number for each reference. Use additional sheets if necessary.

**6. Conflict Of Interest Questionnaire – Attachment F**

- a. Identify any real or perceived conflicts of interest

**7. Certification Regarding Debarment – Attachment G**

- a. Certify your entity’s eligibility to receive Federal, State of Local funds

**8. Project Budget – Attachment H**

- a. Provide a detailed project budget to include construction tasks, RSMeans Number, Line item cost, quantity, and Standard for Coefficient hours that will be expended during the term of the agreement.

**9. Consolidated Certificate Form – TX Dot – Attachment I**

- a. Assist sub recipients with managing the federal and state clauses related to the procurement they are interested in completing.

**Attachment A – Title Page**

**Document Title**

**Date:**

**Firm Name:**

**Physical Address:**

**Telephone Number:**

**Point of Contact Name:**

**Cell Number:**

**Email Address:**

**Tax ID Number:**

**Attachment B – Table of Contents**

*(List each item of this application, including attachments, with a corresponding page numbers. Clearly identify the material by section and page number.)*

**Attachment C – Proposal Narrative**

Briefly state the proposer’s understanding of the service(s) to be provided and make a positive commitment to perform the work in a timely manner. Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses, fax numbers, email addresses (if applicable), and telephone numbers.)



**Attachment D – Profile of the Proposer**

I. **Proposers and their subcontractors must have prior successful experience performing governmental construction / renovation services, must be licensed to conduct business in the State of Texas, and must possess all permits, licenses, certifications, approvals, equipment, materials, and staff necessary to perform and/or carry out the requirements of the contract.**

1. **BUSINESS PROFILE**

BUSINESS NAME: \_\_\_\_\_

LOCATION ADDRESS(S):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MAILING ADDRESS:  
\_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_  
BUSINESS OWNER(S):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

NUMBER OF YEARS IN BUSINESS: \_\_\_\_\_

BUSINESS LICENSE ISSUER AND NUMBER: \_\_\_\_\_

2. Proximity to AACOG (2700 N.E. Loop 410, San Antonio, TX 78217): \_\_\_\_\_ MILES.

3. State whether your organization is national, regional, or local. \_\_\_\_\_

4. Disadvantaged Business Enterprise (DBE) Certified: Yes  No  Certification Date \_\_\_\_\_

List all Officers and/or Principals of firm:

- 1. Licenses *suspended*? Yes  No  If Yes, attach explanation.
- 2. Licenses *suspended*? Yes  No  If Yes, attach explanation.
- 3. Licenses *suspended*? Yes  No  If Yes, attach explanation.
- 4. Licenses *suspended*? Yes  No  If Yes, attach explanation.
- 5. Licenses *suspended*? Yes  No  If Yes, attach explanation.

Has firm ever been *suspended* from a project? Yes  No  If Yes, attach explanation.

Has firm ever been denied or disqualified from bidding on a project involving state or federal funding? Yes  No  If Yes, explain.

Has a claim ever been filed against the firm on a public project? Yes  No

Did the claim result in litigation? Yes  No  If Yes, attach a brief explanation with dates and the results of each claim and/or litigation.

**5. ASSIGNED CONTACT/SERVICE REPRESENTATIVE:**

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

Duties: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Qualifications: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Years with Contractor: \_\_\_\_\_

Phone Numbers: Work: \_\_\_\_\_ Mobile: \_\_\_\_\_

6. Emergency Contact (365 days/year; 24 hours): \_\_\_\_\_  
 \_\_\_\_\_

7. List all current and prior governmental entities/clients, type(s) of service performed and contract dates. All contact names and information must be current and verifiable. Use additional pages if necessary.

Agency/Organization	Location	Contact Name	Phone No.	Type of Service Performed	Beg-End Date

**Attachment E - References**

1. Describe your experience providing facility remodeling/renovation including the number of years in business, and type of services provided.
2. Provide 3 commercial references.

Company Name: \_\_\_\_\_

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

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

Contact Person: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Years of Contract: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

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

Contact Person: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Years of Contract: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

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

Contact Person: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Years of Contract: \_\_\_\_\_

**Attachment F – Conflict of Interest Questionnaire**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor or other person doing business with local governmental entity</b>		
<p><b>This questionnaire reflects changes made to the law by H.B. 1491, 80<sup>th</sup> Leg., Regular Session.</b></p> <p>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).</p> <p>By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7<sup>th</sup> 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.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p>1. <b>Name of person who has a business relationship with local governmental entity.</b></p>		<p>Date Received</p>
<p>2. <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b></p> <p align="center">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3. <b>Name of local government office with whom filer has employment or business relationship.</b></p> <p>This section (item 3 including subparts A, B, C &amp; 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.</p> <p>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?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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 from the local government entity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government office named in this section.</p>		
<p>4.</p> <p>_____</p> <p>Signature of person doing business with governmental entity <span style="float: right;">_____</span>  <span style="float: right;">Date</span></p>		

**Attachment G – Debarment Certification**

NAME OF INDIVIDUAL, AGENCY, BUSINESS OR ORGANIZATION		Doing business as (DBA), if applicable:
ADDRESS	Applicable Procurement or Solicitation #, if any:	Federal Employer Tax Identification #:

**READ CAREFULLY BEFORE SIGNING THIS CERTIFICATION. Federal regulations require contractors, bidders, and sub grantees to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.**

1. By signing and submitting this certification, the prospective vendor/grantee is attesting/acknowledging the representations set out below.
2. This certification is a material representation of fact upon which the Alamo Area Council of Governments (AACOG) will rely on when this transaction is entered into. If it is later determined that the prospective vendor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to Federal or State departments or funding agency(s), AACOG may pursue on its own available remedies, including contract termination, suspension and debarment.
3. **The prospective vendor/grantee shall provide immediate written notice to AACOG, Director of Administrative Services, 2700 NE Loop 410, Suite 101, San Antonio, TX 78217, if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.**
4. The terms “covered contract”, “debarred”, “suspended”, “ineligible”, “participant”, “person”, “principal”, “application”, and “voluntarily excluded”, as used in this certification, have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. You may contact the person to which this application or contract is submitted for assistance in obtaining a copy of this regulation.
5. The prospective vendor/grantee agrees, by submitting this certification, that should the proposed contract/grant be entered into, it shall not knowingly enter into any lower-tier-covered transaction or sub-contract with a person or entity that is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction, unless pre-authorized by the appropriate federal or state department or agency, or by AACOG.

**Do you have or do you anticipate having sub-vendors/sub-grantees under this proposed agreement?**

Yes     No

6. The prospective vendor/grantee further agrees by submitting this certification, that it will include this certification titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts and Grants,” without modification, in all lower-tier covered transactions and sub-contracts and in all solicitations for lower-tier covered transactions and sub-contracts.
7. A vendor/grantee may rely upon a certification of a prospective participant that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from the transaction, unless it knows that the certification is erroneous. Each vendor/grantee is required to check the list of parties excluded from Federal and State Procurement and Non-procurement Programs. **AACOG checks this list for all parties to which it provides funds that are derived directly or indirectly from the Federal Government.**
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this certification document. Participants are not required to have knowledge and information exceeding that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a transaction knowingly enters into a lower-tier transaction or contract with a person who is proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from participation, in addition to other remedies available to the Federal Government, AACOG or its applicable funding agency(s) may pursue available remedies, including contract termination, suspension and/or debarment.

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR CONTRACTS AND GRANTS

Check the statement that applies to the potential vendor/grantee:

- 1. The prospective vendor/grantee certifies by submission of this certification, that neither it nor its principals:
  - (a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal or State department or agency; and
  - (b) Have, within a three-year period preceding this certification, been convicted of or had a civil judgment rendered against them for fraud; committed a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract; violated Federal or State antitrust statutes; committed embezzlement, theft, forgery, bribery, falsification or inappropriate destruction of records; or received stolen property; and
  - (c) Is presently indicted for or otherwise charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in the preceding paragraph (b) of this certification; and
  - (d) Have, within a three-year period preceding this certification, had one or more contracts or transactions (Federal, State, or local) terminated for cause or default.
- 2. The potential vendor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential vendor/grantee must attach a signed and dated explanation for each of the above terms, 1(a) through 1(d), to which it cannot certify.

NAME OF POTENTIAL VENDOR/GRANTEE:	
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<b>Signature of Authorized Representative</b>	<b>Printed/Typed Name &amp; Title of Authorized Representative</b>
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Date: _____
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