

RFQ-24-195-IDDS-DID TESTING

Request for Qualifications



Procurement Department
2700 NE Interstate 410 Loop,
Suite 101 San Antonio, TX 78217
Office (210) 362-5302
Fax (210) 225-5937

RFQ Release Date: January 8, 2025 @ 5:00 PM
Deadline to Submit Questions: January 13, 2025 @ 2:00 PM
Response to Questions Posted: January 15, 2025 @ 2:00 PM
Response Deadline: January 21, 2025, @ 4:00 PM

RFQ Links: <https://www.aacog.com/bids.aspx>
<https://www.txsmartbuy.com/esbd>

Notice: Prospective proposers who receive 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 the RFQ or other communication can be delivered. Any prospective proposer who fails to provide the agency with this information assumes complete responsibility for complete submission requirements.

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1.1 PURPOSE OF REQUEST FOR PROPOSALS (RFQ)

The Alamo Area Council of Governments (AACOG) Intellectual and Developmental Disability Services (IDD) is seeking proposals from qualified health-related professionals with expertise in performing the Determination of Intellectual Disability (DID) assessments and crisis respite screening. This work will be carried out under the Enhanced Access for the IDD Services Program, which aims to improve the quality of services and provide timely, accurate assessments for individuals with intellectual and developmental disabilities.

1.1.1 Alamo Area Council of Governments (AACOG)

AACOG is a voluntary association of municipal and county governments, and special districts located in Bexar County and the surrounding thirteen counties. Established in 1967 under Chapter 391 of the Local Government Code of Texas, AACOG operates as a political subdivision of the state. It serves its members by facilitating planning, information dissemination, and coordination activities. AACOG covers the Alamo Area/State Planning Region 18, encompassing 13 counties and spanning 12,582 square miles. The counties within the planning region are Atascosa, Bandera, Bexar, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, Medina, McMullen, and Wilson. In addition, the Veteran Directed Care program covers a total of 21 counties that are covered by the South Texas Veterans Healthcare System (Audie L. Murphy Memorial Veterans Hospital and Kerrville VA Medical Center), including those listed above and Bee, Blanco, Kinney, Hays, Real, Travis, Uvalde, and Val Verde counties.

1.2.2 Characteristics of Population Served

The characteristics of the persons to be served include, but are not limited to the following:

- A. Persons with Intellectual and Developmental Disabilities (IDD)
- B. Persons with IDD and comorbid mental health disorders
- C. Persons with IDD and behavioral challenges
- D. Persons with IDD and complex medical needs
- E. Persons with Autism Spectrum Disorders
- F. Persons with IDD, comorbid mental health disorders, and complex medical needs residing in nursing facilities and seeking transition to the community
- G. Persons with IDD, comorbid mental health disorders, and complex medical needs residing in group home settings, host home settings (foster care) or living in their own home or family home

1.2 SCOPE OF WORK

- A. To perform a Determination of Intellectual Disability assessment which includes the comorbid (1) intellectual capacity and (2) agrees to perform a Determination of Intellectual Disability (DID) evaluation to determine

whether the person has an intellectual disability (ID), autism spectrum disorder (ASD), or a qualifying related condition.

- B. To fax, mail, or electronically send all documentation pertaining to the Determination of Intellectual Developmental Disability Assessment to the AACOG within five (5) business days.
- C. All DIDs completed must follow the US Department of Health and Human Services (HHS) Best Practice Guidelines and practices referenced in the DID Provider Manual.

1.3 General Work Requirements: Licensing, Minimum Standards, & Background Requirements

- A. Board-eligible professionals in: Psychology, Physician, or Licensed Psychological Associate (LPA)- with independent practice
- B. Licensed to practice in their respective field in the State of Texas and;
- C. Must hold a full unencumbered Texas License
- D. Willing to attend Trauma Informed Care training, if needed.
- E. Background Requirement:** A background check will be completed. Proposals will not be accepted if applicant has been:
 - a. Convicted of or placed in a pre-trial diversion program for any crime involving a sex offense.
 - b. Convicted of or received a deferred adjudication for a felony within the past ten (10) years.
 - c. Convicted of or received a deferred adjudication for a jailable misdemeanor within the past five (5) years.

1.4 Contract and Budget

This Request for Qualifications may result, assuming a contractor is selected, and an award made, in a deliverables-based task-oriented contract, for (1) one year.

The proposed budget must adhere to the following:

- A. Per assessment cost: The cost for each individual assessment must not exceed \$840
- B. Total Contract Cap: The total cost for all assessments combined shall not exceed \$30,000. **Please note: There is no guarantee regarding the number of referrals.**

- C. Proposals that exceed these limits either per assessment or in total will not be considered. Applicants are encouraged to submit cost-effective solutions that maximize value within the specified budget.

1.5 CONTRACTOR REQUIREMENTS

- 1.5.1** The Contractor will be required to complete an AACOG Vendor Packet.
- 1.5.2** The Contractor must ensure that clients are at all times treated respectfully and professionally. The Contractor's staff must conduct themselves in a professional manner at all times.
- 1.5.3** Contractors must be licensed, certified and prepared to adhere to agency rules when performing work.
- 1.5.4** The work must be completed in a timely and expeditious manner. The Contractor is expected to provide bi-weekly progress reports to AACOG indicating work scheduled and work status.
- 1.5.5** The Contractor and its subcontractors are considered independent Contractors and shall indemnify and hold harmless AACOG, AACOG staff and program clients from all claims arising out of work performed.
- 1.5.6** The Federal Privacy Act of 1974 and related State law and regulation regulate the proper disclosure of individually identifiable information and/or records. Contractors must take special precautions to protect confidential information from loss, authorized use, access, disclosure, modification and destruction.
- 1.5.7** The performance of this RFQ and all work or obligations covered by and arising out of this RFQ shall be at the risk of Contractor exclusively. To the fullest extent permitted by law, Contractor shall, with respect to all work or obligations covered by or arising out of the this RFQ, or the performance thereof, indemnify, hold harmless and defend AACOG and each of its officers, partners, joint venture partners, representatives and/or employees from and against any and all allegations, losses, claims, actions, demands, damages, liabilities, or expenses (including costs, expenses and attorney's fees), arising directly or indirectly from this RFQ, or the performance thereof.

1.6 PROCUREMENT STANDARD

It is the policy of AACOG to conduct procurement in a manner that provides for full and open competition. An award will be made only to an organization possessing the qualifications and demonstrated ability to perform successfully under the terms and conditions of a contract. The services solicited under this RFQ are procured under the Competitive Proposal Method.

PART 2.0 - SUBMISSION INFORMATION

2.1 RESPONSE DEADLINE

The Request for Proposals (RFQ) will be posted on **January 8, 2025**. Proposal deadline **January 21, 2025, by 4:00 pm CST**. Official receipt of Proposals submitted will be by entry on a proposal receipt log. A receipt form will be issued upon request. Respondents who mail a proposal will be sent a copy of the receipt form upon request. Proposals may be hand-delivered prior to the stated deadline between 8:00 a.m. and 5:00 p.m. Monday through Friday or mailed to the following address:

AACOG
Procurement Department
2700 NE Interstate 410 Loop, Suite 101
San Antonio, TX 78217
Attn: RFQ-24-195-IDDS-DID TESTING

Proposals submitted by mail, courier or overnight mail services will be received (Monday through Friday) at the above address. Faxed or e-mailed Proposals **will not** be accepted. Modifications or amendments to a Proposal must comply with the requirements and response deadline. A respondent may withdraw a Proposal at any time during the procurement process by submitting a written request to the AACOG Procurement Department at the above address.

2.2 PROCUREMENT SCHEDULE

All time noted on the Procurement Schedule (Page 1) is Central Standard Time. Dates posted are subject to change.

2.3 TECHNICAL ASSISTANCE

2.3.1 AACOG will accept questions submitted via electronic mail.

2.3.2 An Addendum to the RFQ, to include all questions received, will be delivered to all interested parties and included in archived documents at the Electronic State Business Daily website.

2.3.3 No other representative of AACOG is allowed to accept or respond to questions related to this solicitation other than:

Debbie Ugarte
Contracts and Procurement Director Alamo Area Council of Governments
Procurement Department
2700 NE Interstate 410 Loop, Suite 101
San Antonio, TX 78217
dugarte@aacog.gov

AACOG RFQ Secondary Point of Contact:

Isaac Jones III
Senior Procurement Analyst
Procurement Department
2700 NE Loop 410, Suite 101
San Antonio, TX 78217: 210-362-5302

- 2.3.4** During the period between the date AACOG issues this RFQ and the date of the selection of the Contractors by AACOG, if any, Respondents shall restrict all contact with AACOG and direct all questions regarding this RFQ, including questions regarding terms and conditions, only to the individual identified above in Section “Inquiries and/or Discrepancies” in the specified manner. Do not contact members of the Board of Directors, other employees of AACOG or any of AACOG’s agents or administrators. Contact with any of these prohibited individuals after issuance of this RFQ and before selection is made, may result in disqualification of the Respondent. The communications prohibition shall terminate when the contract is executed by the Contractor and AACOG.
- 2.3.5** Prohibited communications include direct contact, discussion, or promotion of any Respondent’s Proposal with any member of AACOG’s Board of Directors or employees except for communications with AACOG’s designated representative as set forth in this RFQ and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Respondents, to assure that decisions are made in public, and to protect the integrity of the RFQ process. Except as provided in the above stated exceptions, the following communications regarding a particular Invitation For Bids, Requests for Proposal, Requests for Qualifications, or other solicitation are prohibited:
- 2.3.5.1** Communications between a potential Contractor, service provider, bidder, respondent, lobbyist or consultant and any member of AACOG’s Board of Directors.
 - 2.3.5.2** Communications between any director and any member of a selection or evaluation committee.
 - 2.3.5.3** Communications between any director and administrator or employee.
- 2.3.6** The communications prohibition shall not apply to the following:
- 2.3.6.1** Communications with AACOG’s purchasing agent specifically named and authorized to conduct and receive such communications under this RFQ or upon the request of AACOG, with AACOG’s general counsel.
 - 2.3.6.2** Presentations made to the Board of Directors during any duly convened public meeting.
 - 2.3.6.3** Nothing contained herein shall prohibit any person or entity from publicly addressing AACOG’s Board of Directors during any duly convened public meeting, in accordance with applicable Board policies, on a matter other than this RFQ or in connection with a presentation requested by AACOG’s representatives.

2.4 AVAILABILITY OF REQUEST FOR PROPOSALS

The RFQ will be posted as noted on Page 1, RFQ Links, or at the request of the proposer, by contacting procurement staff at the above phone or e-mail beginning **January 21, 2025**. The RFQ is also available at the agency address from 8:00 a.m. – 5:00 p.m., Monday through Friday (except for holidays). Any interested party that receives this RFQ by means other than directly from AACOG is responsible for notifying AACOG that it has received an RFQ package so that when an addendum to this RFQ is issued, the information can be provided to all interested parties.

2.5 PROPRIETARY INFORMATION AND THE PUBLIC INFORMATION ACT

2.5.1 Because contracts are awarded by a governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

2.5.2 The determination of whether information is confidential and not subject to disclosure is the duty of the Texas Office of Attorney General (OAG). AACOG must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Respondent are not acceptable. AACOG must comply with the opinions of the OAG. AACOG assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information. After completion of the award, these documents will be available for public inspection.

PART 3.0—GENERAL INFORMATION & ADMINISTRATIVE REQUIREMENTS

3.1 ELIGIBLE PROVIDERS

3.1.1 AACOG expects to receive qualification statements from established and knowledgeable entities with demonstrable expertise in the tasks required. The proposer(s) selected for contract will become an approved AACOG vendor and responsible for tasks outlined in the SOW.

3.1.2 It is the policy of AACOG to encourage participation by small and historically underutilized businesses (HUBs), as defined in Government Code, Chapter 2161, as Contractors to AACOG. It is the goal of AACOG to include HUBs in at least ten percent (10%) of the total value of contracts awarded annually.

3.1.3 To be eligible for consideration:

Licensed to do business in the State of Texas.

- 3.1.4** AACOG 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.
- 3.1.5** Respondents must possess the knowledge, experience and expertise, professional judgment and capacity within their organization to perform the services and activities requested under this RFQ and meet high standards for public service and fiduciary responsibility.

3.2 CONTRACT INFORMATION

- 3.2.1** TYPE OF CONTRACT: This Request for Qualifications may result, assuming a Contractor is selected, and an award made, based on an indefinite delivery/indefinite quantity (IDIQ) contract. There will be no guarantee of work assigned or awarded.
- 3.2.2** CONTRACT PERIOD: It is anticipated that the initial contract period will be for three (3) years, with an option for two (2) one (1) year extensions, mutually approved annually by the vendor and AACOG Board of Directors. The maximum number of consecutive years that an auditor may provide services will be five (5) years.
- 3.2.3** AACOG reserves the right to terminate a contract at any time based on Contractor performance or noncompliance.
- 3.2.4** ADDITIONAL FUNDING: AACOG reserves the right to extend the contract to include additional tasks in the Qualification response that AACOG deems beneficial to the area.
- 3.2.5** REASSIGNMENT: In the event a Contractor fails to perform as required, AACOG reserves the right to terminate the contract early and assign the contract in whole or in part to a comparably ranked respondent/Proposal obtained through this procurement, subject to successful contract negotiations.
- 3.2.6** Within 30 days written notice by either party if Contractor shall be required to satisfactorily complete all projects in progress at the time notice is given to.
- 3.2.7** In the event of a breach of this RFQ by either party hereto that is not remedied within five (5) working days after delivery of written notice of such breach, the non-breaching party may terminate this RFQ by providing ten (10) days written notice to the other party of their intent to terminate this RFQ.

3.3 GOVERNING PROVISIONS AND LIMITATIONS

Violation of any of the following provisions may cause a Proposal to be disqualified and rejected from consideration:

- 3.3.1** The Proposal, if accepted, will become the basis for the contract scope of work.
- 3.3.2** Respondents must submit a comprehensive Proposal for all services solicited. Any Proposal that is not comprehensive will be deemed non-responsive.
- 3.3.3** The only purpose of this RFQ is to ensure uniform information in the solicitation of Proposals for the procurement of identified services. This RFQ 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.
- 3.3.4** AACOG reserves the right to accept or reject any or all Proposals received, to cancel or reissue this RFQ in part, or its entirety.
- 3.3.5** AACOG reserves the right to award a contract(s) for any services solicited in this RFQ in any quantity AACOG determines is in its best interests.
- 3.3.6** AACOG reserves the right to extend, shorten, increase, or decrease any contract awarded as a result of this RFQ.
- 3.3.7** AACOG reserves the right to request additional information, clarification of or explanation for any aspect of a response to this RFQ.
- 3.3.8** 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 RFQ to all interested parties having requested or received a copy of this RFQ.
- 3.3.9** AACOG reserves the right to negotiate the final terms of all contracts or agreements with selected proposers and any such terms negotiated as a result of this RFQ may be renegotiated and/or amended in order to successfully meet the needs of the regional area.
- 3.3.10** AACOG reserves the right to contact any individual, agency, employer, or granting agencies listed in a Proposal, contact others who may have experience and/or knowledge of the respondent's relevant performance and/or qualifications; and to request additional information from all respondents.
- 3.3.11** AACOG reserves the right to conduct on-site reviews of records, systems, procedures, including credit and criminal background checks of any entity selected for funding under this RFQ. This may occur either before or after the award of a contract or agreement. Any misrepresentation of the proposer's ability to perform as stated in the RFQ response may result in the cancellation of any contract or agreement awarded.

- 3.3.12** AACOG reserves the right to withdraw or reduce the amount of an award or to cancel any contract or agreement resulting from this RFQ if adequate funding is not received by AACOG from funding sources or due to legislative changes.
- 3.3.13** Respondents shall not, under penalty of law, offer or provide any gratuities, favors or anything of monetary value to any officer, board member, employee, Proposal evaluator, or agent of AACOG or elected official for purposes of having an influencing effect on this procurement.
- 3.3.14** Respondents shall not attempt in any manner to advocate for, lobby or otherwise attempt to influence any officer, board member, employee, Proposal evaluator, or agent of AACOG or elected official for purposes of having an influencing effect on this procurement.
- 3.3.15** No officer, board member, employee, Proposal 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.
- 3.3.16** Respondents shall not engage in any activity that will restrict or eliminate competition. Violation of this provision will cause a respondent's Proposal to be disqualified and rejected. This does not preclude joint ventures or subcontracts.
- 3.3.17** The contents of a successful Proposal 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 the successful proposer as a basis for release from proposed services at the stated price/cost. Any damages assessed by AACOG as a result of a successful proposer's failure to contract with AACOG may be recovered from the proposer.
- 3.3.18** 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.
- 3.3.19** AACOG is exempt by law from paying State Sales Tax and Federal Excise Tax.
- 3.3.20** The contractor shall retain all records for a minimum period of seven (7) years after AACOG makes final payment and all other pending matters are closed. This requirement is to assure fair settlement of disputes or complaints that may arise, as well as to fulfill federal audit requirements. This requirement survives the termination of this RFQ for any reason.

3.3.21 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:
Contractor provides its assurance that it will comply with all requirements of applicable Federal and State laws that no person providing or receiving services under this contract will be excluded from participation, or be otherwise subjected to discrimination because of race, color, religion, gender, sexual orientation, national origin, age, disability or political affiliation or belief.

3.4 ADMINISTRATIVE REQUIREMENT AND LIMITATIONS

3.4.1 Contractor will be required to procure all insurance required by this RFQ and to list AACOG as an additional insured on each policy prior to the commencement of any work pursuant to a contract executed as a result of this RFQ when applicable (or if funding becomes available). Liability coverage and deductibles must be acceptable to AACOG.

3.4.2 INSURANCE REQUIREMENTS - CONTRACTOR will be required to provide proof of general liability and casualty insurance coverage prior to contract execution:

- General Liability: \$1,000,000
- Personal Injury: \$1,000,000
- Property damage: \$100,000
- Automobile Liability: \$500,000 per occurrence

3.4.3 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 when applicable (or if funding becomes available).

3.4.4 Contractors must provide reports upon demand as may be requested or required by AACOG.

3.4.5 Private for-profit corporations submitting a Proposal must include a statement signed by an authorized representative of the corporation authorizing submission of a Proposal.

3.4.6 AACOG shall require the Contractor to remove any employee or staff member from the contract who is alleged (accused, arrested, or charged) to have committed a disqualifying offense after the background check performed. The contractor is required to immediately notify AACOG when it becomes aware of the alleged offense to determine if it disqualifies the employee or staff member from continuing to work under the contract.

3.4.7 Respondents must possess the knowledge, experience and expertise, professional judgment and capacity within their organization to perform the services and activities requested under this RFQ.

PART 4.0 – PROPOSAL REVIEW AND SELECTION PROCESS

4.1 EVALUATION PROCESS: The evaluation process will consist of:

- 4.1.1 An initial review of responsiveness and eligibility with the criteria specified in the RFQ by AACOG personnel.
- 4.1.2 All eligible Proposals will be evaluated and scored by an independent team of reviewers. The proposer's qualifications will be evaluated on specific criteria outlined in Section 4.2 by reviewers using a standardized scoring matrix.

4.2 EVALUATION 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.

Scoring Criteria, with Percentages:

- **35% - Specific Experience**
- **35% - General Experience**
- **10% - Team Related Experience**
- **20%- Cost**

Total 100%

4.3 PROPOSER'S ACCEPTANCE OF EVALUATION METHODOLOGY

By submitting a Proposal, Proposer acknowledges:

- 4.3.1 Proposer's acceptance of the Proposal evaluation process
- 4.3.2 The scoring criteria for selection
- 4.3.3 Proposer's recognition that certain subjective judgments may be generated during evaluation.

4.4 PROCUREMENT DISPUTE RESOLUTION

Appeal and Debriefing Process

4.4.1 Appeal Process

- 4.4.1.1 Proposers 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 AACOG notification of final action. Appeals shall be directed to:

Contract and Procurement Director
Alamo Area Council of Governments
Procurement Department
2700 NE Interstate 410 Loop, Suite 101
San Antonio, TX 78217

- 4.4.1.2 The appeal must indicate the AACOG action appealed and the violation, which forms the basis for the appeal, and shall be signed by the

Proposers 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 appellate for not filing within the published deadlines. Hearings are at the discretion of AACOG and shall be conducted in accordance with existing AACOG procedures.

- 4.4.1.3 Proposers must provide a detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested.
- 4.4.1.4 Proposers may NOT appeal the scoring and ranking of Proposals, unless substantiated by material or relevant facts.
- 4.4.1.5 Proposers may NOT appeal solely on the belief that their Proposal is superior to the one selected for award.
- 4.4.1.6 Proposers understand that review and action shall be considered final, with no further formalities considered.

4.4.2 Debriefing Process

Proposers not selected by this procurement process, and have elected not to file an appeal, may submit, within 10 days of the receipt of AACOG notification of the procurement decision, a Request for Debriefing to obtain information on the procurement process and how their Proposal 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 Proposal evaluation system, and help unsuccessful bidders understand why they were not selected.

PART 5.0 – PROPOSAL RESPONSE REQUIREMENTS

5.1 PROPOSAL FORMAT AND NUMBER OF PROPOSALS

5.1.1 NUMBER OF COPIES

Respondents must submit three (3) exact copies of the Proposals. Finally, one (1) electronic copy sent to the procurement@aacog.com and jjones@aacog.com with the email subject line to include **RFQ Submission: RFQ-24-195-IDDS-DID TESTING**. Copies may be submitted in a 9 x 12 paper folder or envelope, clipped or stapled in the upper left-hand corner. Any submission lacking the required number of Proposals maybe ruled non- responsive and may not be considered under this procurement. Any differences between the original and the copies are the liability of the respondent.

5.2 PROPOSAL FORMAT

- 5.2.1 Proposals must be typed, single-spaced, and submitted on 8 ½ x 11-inch plain

white paper.

5.2.2 Please do not use less than a 10-point font.

5.2.3 Each page of the Proposal, except for the coversheet, must be sequentially numbered, including attachments.

5.2.4 Proposals must contain all required elements in the order prescribed.

5.2.5 Proposals that do not conform to this requirement may be considered non-responsive and excluded from consideration under this procurement.

5.3 PROPOSAL VALIDITY PERIOD

Each Proposal will remain valid for AACOG's acceptance for a minimum of thirty (30) days after the submittal deadline, to allow for evaluation, selection and Board action.

5.4 PAGE LIMITATION

Proposers are asked to keep responses brief, concise and to the point, with maximum 3-page limit for the Executive Summary and Proposal Narrative.

5.5 ORDER OF PROPOSAL CONTENTS

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

5.5.1 Proposal Title Page- **This must be the very first page of the application.**

5.5.2 Table of Contents

5.5.3 Executive Summary (maximum 1-page limit)

5.5.4 Proposal Narrative (please refer to criteria in section 6.4 for order of narrative; maximum 5-page limit not including attachments)

5.5.5 Certification Sheet

5.5.6 Acknowledgement Form

5.5.7 Conflict of Interest Questionnaire

5.5.8 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

5.5.9 Non-Discrimination Certification

5.5.10 Certification Regarding Lobbying

5.5.11 Request to be added to AACOG Bidder's/Contractor List

PART 6.0 – PROPOSAL RESPONSE FORMS

6.1 PROPOSAL TITLE PAGE (Attachment A)

Each Proposal must be accompanied by a complete Proposal title page. Respondents must designate a contact person responsible for all communications concerning the Proposal and notification of award. Respondents must also designate a person with documented signatory authority and for contract negotiations.

6.2 TABLE OF CONTENTS (Attachment B)

Each Proposal must have a Table of Contents that lists each item of the Proposal, including attachments, with corresponding page numbers. Clearly identify the material by section and page number.

6.3 EXECUTIVE SUMMARY (Attachment C)

Provide a summary highlighting your organization's history, qualifications and experience; overall approach to delivering the services solicited in this RFQ; and any unique or innovative aspects of your Proposal. Briefly state the proposer's understanding of the service to be provided and make a positive commitment to perform the work in a timely manner.

6.4 Profile of the Proposer (Attachment D)

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

6.5 References (Attachment E)

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

6.6 CERTIFICATION SHEET (Attachment F) (complete and sign form)

6.7 ACKNOWLEDGEMENT FORM (Attachment G) (complete and sign form)

6.8 CONFLICT OF INTEREST QUESTIONNAIRE (Attachment H) (complete and sign form)

If a conflict exists. You may review the Agency's current Board of Directors at <http://www.aacog.com/AboutAACOG/Board/default.asp>

6.9 CERTIFICATION REGARDING DEBARMENT (Attachment I)
(complete and sign form)

6.10 NON-DISCRIMINATION CERTIFICATION (Attachment J) (complete and sign form)

6.11 CERTIFICATION REGARDING LOBBYING (Attachment K) (complete and sign form)

6.12 REQUEST TO BE ADDED TO BIDDER'S/CONTRACTOR'S LIST

ATTACHMENT A

PROPOSAL TITLE PAGE

Legal Name of Proposing Entity	
Name of Owner/Director of Entity	
Title	
Mailing Address	
Physical Address (If different than mailing)	
Telephone Number	
Fax Number	
E-mail Address	
Contract Signatory Authority & Title	
Federal Tax ID Number	
Historically Under-Utilized Business? If "yes", attach copy of current certification.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Legal/Tax Status of Organization	<input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Other (Specify)

ATTACHMENT B

CERTIFICATION SHEET

All specifications and terms and conditions of the RFQ have been read.

Our Company accepts the specifications and conditions unless otherwise accepted in writing to the Executive Director, Alamo Area Council of Governments (AACOG).

Company Name:			
Mailing Address:			
City:	State	Zip Code	
Phone:	Fax:		
Web Site:			
Email:			

Name of Representative authorized to sign for bidder:

(Print name)	(Signature)

(a) Does your "residence state" require bidders whose principal place of business is in Texas to underbid bidders whose residence state is the same as yours by a prescribed amount or percentage to receive a comparable contract? "Residence State" is defined as the state in which the principal place of business is located. YES NO

(b) What is that amount or percentage?

I certify that the above information is correct:

Name:
Position:
Signature:
Date:

ATTACHMENT C
ACKNOWLEDGEMENT FORM

Having carefully examined the terms and conditions and specifications within this RFQ document, the undersigned Proposer's Agent hereby proposes and agrees to furnish the proposed product(s)/service(s) in strict compliance with the specifications as quoted.

The Proposer affirms that, to the best of his knowledge, the response has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them a unfair advantage over other bidders in the award of this RFQ.

The Proposer affirms that he/she has not participated in an act of favoritism, gratuity, or inside dealings with any member of the staff of AACOG or its Board of Directors.

Company Name:
President/Designee:
Position:
Signature:
Date:

ATTACHMENT D (page 1)

<p>CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ For vendor or other person doing business with local governmental entity</p>	
<p>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 government 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. <u>A person commits a offense if the person violates Section 176.006. Local Government</u> 1. Name of person who has a business relationship with local governmental entity.</p>	<p align="center">OFFICE USE ONLY</p> <p>Date Received</p>
<p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file a 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.)</p>	
<p>3. Name of local government office with whom filer has employment or business relationship. This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has a 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><input type="checkbox"/></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?</p> <p><input type="checkbox"/></p> <p>Yes 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?</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p>Yes No</p> <p><input type="checkbox"/></p> <p>(c) Is the filer of this questionnaire employed by a corporation or other business entity with respect to which</p>	
<p>4.</p>	
<p>_____ Signature of person doing business with governmental entity</p>	<p>_____ Date</p>

ATTACHMENT E

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

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.

- (a) By signing and submitting this certification, the prospective vendor/grantee is attesting/acknowledging the representations set out below.
- (b) 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.
- (c) **The prospective vendor/grantee shall provide immediate written notice to AACOG, Executive Director, 2700 NE Loop 410, Suite 101, San Antonio, Texas, 78217, if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.**
- (d) The terms “covered contract”, “debarred”, “suspended”, “ineligible”, “participant”, “person”, “principal”, “Proposal”, 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 Proposal or contract is submitted for assistance in obtaining a copy of this regulation.
- (e) 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

- (f) 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.
- (g) 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.**
- (h) 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.
- (i) 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.

ATTACHMENT E

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

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

(a) The prospective vendor/grantee certifies by submission of this certification, that neither it nor its principals:

- Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal or State department or agency; and
- 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
- 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:	
--------------------------------------	--

Signature of Authorized Representative	Printed/Typed Name & Title of Authorized Representative

Date:	_____
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**ATTACHMENT F
NON-DISCRIMINATION CERTIFICATION**

The Contractor has agreed to comply with:

- (c) Title VII of the Civil Rights Act of 1964 (Title VII), which prohibits employment discrimination based on race, color, religion, sex, or national origin.
- (d) The Equal Pay Act of 1963 (EPA), which protects men and women who perform substantially equal work in the same establishment from sex-based wage discrimination.
- (e) The Age Discrimination in Employment Act of 1967 (ANDEA), which protects individuals who are 40 years of age or older.
- (f) Title I and Title V of the Americans with Disabilities Act of 1990, as amended (ADA), which prohibit employment discrimination against qualified individuals with disabilities in the private sector, and in state and local governments.
- (g) Sections 501 and 505 of the Rehabilitation Act of 1973, which prohibit discrimination against qualified individuals with disabilities who work in the federal government.
- (h) Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA), which prohibits employment discrimination based on genetic information about an applicant, employee, or former employee; and
- (i) The Civil Rights Act of 1991, which, among other things, provides monetary damages in cases of intentional employment discrimination.

NAME OF POTENTIAL VENDOR/GRANTEE:	
-----------------------------------	--

Signature of Authorized Representative	Printed/Typed Name & Title of Authorized Representative

Date: _____

ATTACHMENT G
CERTIFICATION for CONTRACTS, GRANTS, LOAS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

\$10,000 and not more than \$100,000 for each such Statement for Loan Guarantees and

Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that: If any 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Submission of this statement is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature _____

Title _____

Organization _____