



HOUSTON-GALVESTON AREA COUNCIL
Request for Proposal (RFP)
Uninterrupted Power Supply Maintenance/Repair Services
Solicitation Number: DS-911-UPSMRSVC-09-2020

EVENT	DATE
ISSUED:	Friday, September 25, 2020
QUESTIONS DEADLINE:	Wednesday, October 14, 2020 @ NOON CST
SHAREFILE ACCESS INVITATION REQUEST DEADLINE:	Monday, October 26, 2020 @ NOON CST Requests made after this time will <u>not</u> be accepted.
CLOSING DATE / SUBMISSION DEADLINE:	Tuesday, October 27, 2020 @ 2:00 p.m. CST
ESTIMATED CONTRACT START DATE:	January 01, 2021
FORMAT:	One (1) electronic copy in PDF format.

SUBMISSION: To submit response, Respondent must email the below information to purchasing@h-gac.com to request an access invitation link to the ShareFile system where the Respondent will upload the Response. **The request for the link must be made before indicated deadline.** Requests received after this time will not be accepted. **SUBMISSIONS WILL NOT BE ACCEPTED BY EMAIL OR MAIL.**

1. Company Name and Company Representative Name
2. Representative Email Address (for ShareFile access invitation)
3. Subject Line: ShareFile Access Invitation Request and Solicitation Number

If technical issues with the ShareFile System arise, preventing any Respondent from submitting a response within the two (2) hours preceding the deadline, the solicitation due date and time may be automatically extended for a period of 24 hours. Any technical issue must be with the ShareFile system and affect all respondents. H-GAC will verify the technical issue or unavailability of the ShareFile system. Technical issues localized to a single Respondent will not be considered cause for an extension. It is strongly recommended that submissions be uploaded no later than two (2) hours prior to the stated deadline. H-GAC is not responsible for attempting to resolve any technical issues occurring two (2) hours before the submission deadline, nor is H-GAC responsible for incomplete or late submissions.

Recording of submission time and date will occur via ShareFile. Submissions uploaded after the deadline will not be accepted or opened. Responses may be submitted any time prior to the submission deadline.

To satisfy any required public opening, H-GAC will post only the names of the companies which submitted responses to the H-GAC website (<http://www.h-gac.com/procurement>) as soon as possible after the closing date.

SIGNATURE PAGE

Submission of a response will constitute acknowledgement and acceptance of all the terms and conditions contained in this Solicitation. Respondents, their authorized representative, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of this Solicitation at the time a response is submitted to H-GAC.

Note: Submission must be signed by a duly authorized representative(s) of the respondent, which must be the actual legal entity that will perform the contract if awarded and any total fixed price contained therein will remain firm for a period of one-hundred eighty (180) days following the submission due date and can be further extended by mutual written agreement.

Respondent is <u>REQUIRED</u> to sign this <i>Signature Page</i> and return with the submitted response. An unsigned Submission will be deemed non-responsive.	
Legal Name of Entity/Individual Filed with IRS for this Tax ID Number:	
Doing Business As (DBA) Name:	
Is Respondent business currently a Certified Small Business (SBA), Minority (MBE) or Disadvantaged (DBE)? Yes_____ No_____ If yes, copy of certificate must be attached.	
Company Mailing Address:	
City, State, Zip Code:	
Billing Address (if different from company address):	
Tax ID Number (EIN):	DUNS Number (if applicable):
Contact Person:	Phone Number:
Email Address:	
Authorized Signature of the person authorized to bind Respondent company to any contract/purchase order that may result from this Solicitation:	
Authorized Signature:	Date:
Printed Name:	Title:
Email Address:	

All clarifications to this Solicitation will be in writing and identified as a Letter of Clarification. Verbal communications and other written documents intended to clarify and interpret will not legally bind the Houston-Galveston Area Council. Only information supplied by a Letter of Clarification and posted to the H-GAC website should be used in preparing submissions. Any Letter of Clarification will be posted on the H-GAC website (<http://www.h-gac.com/procurement>) as soon as available.

H-GAC does not assume responsibility for the receipt of any Letters of Clarification by Respondent(s). Respondents must frequently check <http://www.h-gac.com/procurement> for updates.

PART I – GENERAL INFORMATION

Houston-Galveston Area Council (H-GAC) Background

The Houston-Galveston Area Council (H-GAC) is the region-wide voluntary association of 133 local governments and local elected officials in the 13-county Gulf Coast Planning region of Texas. Local elected officials organized H-GAC in 1966 after authorization by State enabling legislation. Its service area is 12,500 square miles and includes more than 7-million residents. H-GAC is governed by a 36-member Board of Directors composed of local elected officials, who serve on the governing bodies of member local governments. All H-GAC programs are carried out under the policy direction of its Board of Directors. H-GAC's mission is to serve as the instrument of local government cooperation, promoting the region's orderly development and the safety and welfare of its residents. H-GAC is the regional organization through which local governments consider issues and cooperate in solving area-wide problems. Agency programs emphasize local government concerns, such as transportation, air and water quality, criminal justice, demographic analysis, mapping programs, and intergovernmental purchasing. H-GAC also serves its citizens through workforce development programs, services to the aging and elderly, and small business finance programs.

911 Program Background

Since the early 90s the Houston-Galveston Area Council (H-GAC) managed a 9-1-1 Program as part of the State system under the Commission on State Emergency Communications (CSEC). The program was funded by fees collected by the State Comptroller and passed through CSEC. CSEC distributed a portion of the funds back to H-GAC at the direction of the State Legislature.

On May 22, 2015, Governor Greg Abbott signed Senate Bill 1108 into law which gave the H-GAC permissive authority under Chapter 772, Subchapter H, of the Texas Health and Safety Code, to form a Regional 9-1-1 District for Brazoria, Chambers, Colorado, Liberty, Matagorda, Walker, Waller and Wharton counties. The Gulf Coast Regional 9-1-1 Emergency Communications District (GCRECD) was created on February 16, 2016 by adoption of resolutions by the counties and municipalities of Brazoria, Chambers, Colorado, Liberty, Matagorda, Walker, Waller, and Wharton counties.

The GCRECD is a regional emergency communications district serving local governments in State Planning Region 16 and with boundaries coterminous with the Houston-Galveston Area Council as created under Chapter 391 of the Local Government Code.

The Gulf Coast Regional 9-1-1 Emergency Communications District is created to promote enhanced public safety and increased fiscal and service efficiencies in the administration of emergency communications for the municipalities and counties of Brazoria, Chambers, Colorado, Liberty, Matagorda, Walker, Waller, and Wharton. District is governed by a Board of Managers representing the eight participating counties in the program region. Additional information concerning the GCRECD can be found at www.GulfCoast911.org.

Objective/Purpose

The Gulf Coast Regional 9-1-1 Emergency Communications District (GCRECD) is seeking a qualified contractor to perform maintenance and repair on the Uninterruptible Power Supply (UPS) units located at each of the 23 Public Safety Answering Points in its program region. The UPS units are critical to the support of the 9-1-1 equipment in the event of a power disruption.

Scheduled Time Frame

H-GAC/GCRECD will negotiate and initiate a contract with the successful proposing firm under this Request to begin approximately January 01, 2021 and to extend for an initial 12 (twelve) months through December 31, 2021. The contract may be renewed for up to two (2) additional one (1) year terms depending on an annual review of performance, availability of additional funds and annual approval from the 9-1-1 Board of Managers. GCRECD and the Contractor will jointly determine a schedule for progress meetings, in accordance with the final schedule for Scope of Work.

No Guarantee of Usage

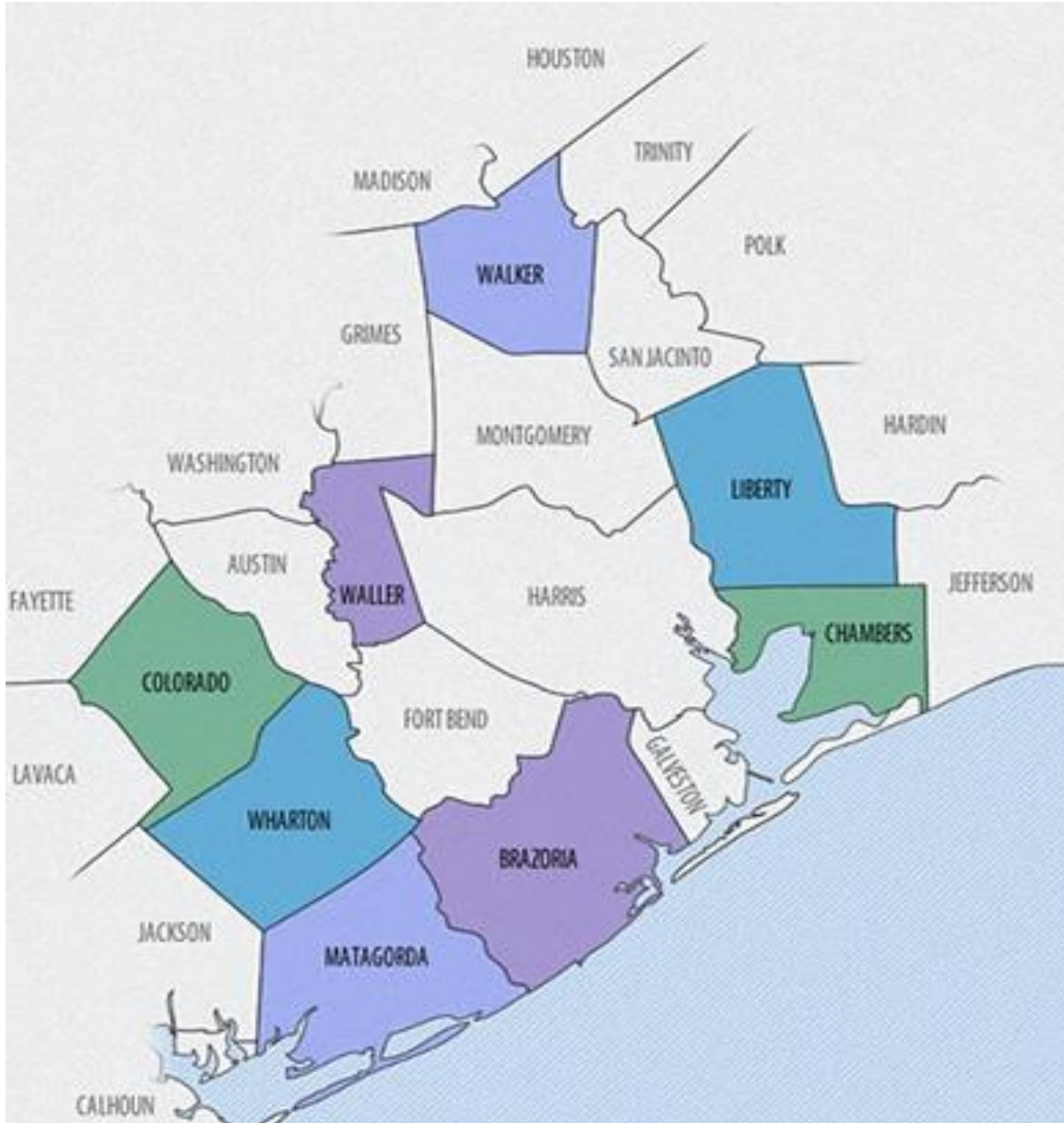
H-GAC/GCRECD makes no guarantee of volume or usage under any contract resulting from this Solicitation. Services will be requested and contracted on an as needed basis and the type and value of each assignment will vary.

Post Award Meeting

H-GAC/GCRECD reserves the right to require the awarded Contractor attend a post award meeting with H-GAC/GCRECD staff and/or other designated persons at H-GAC offices in Houston, Texas within thirty (30) calendar days after the award. The purpose of the meeting will be to discuss the terms and conditions and to provide additional information regarding the work tasks and requirements. Awarded Contractor and H-GAC/GCRECD will identify specific goals, strategies and activities planned for meeting program objectives.

Program Area Map

The GCRECD program consists of 23 Public Safety Answering Points (PSAPs) located in Brazoria, Chambers, Colorado, Liberty, Matagorda, Waller, Walker, and Wharton counties with a total of (63) 9-1-1 call taking positions. **(shaded areas represent the GCRECD District)**



PART II – SCOPE OF WORK

Contractor must provide preventative maintenance services annually on the Gulf Coast Regional 9-1-1 Emergency Communications District (GCRECD) (23) 9-1-1 UPS units itemized in this Solicitation. Contractor must further provide diagnostic and repair services if needed as requested by the GCRECD.

Task 1: Preventative Maintenance Inspection

Contractor must perform one (1) Preventative Maintenance Inspection (PMI) at each site location, annually for each of the 23 sites. Preventative maintenance must include at a minimum:

- Check of unit wiring
- Visual inspection of internal sub-assembly and major components
- Check of mechanical connections
- Check fan operation
- Clean foreign material from unit interior
- Check operation of alarm circuits
- Verification of system software parameters
- Calibration of unit to manufacturers specifications
- Verify bypass/static switch
- Verify charge operation
- Clean exterior unit
- Retighten all connections to the battery manufacturer's specifications
- Perform any necessary field engineering modifications
- Return unit to normal operation with customer loads

Provide a detailed written report on maintenance results noting any deficiencies and corrective action needed no later than 10 business days after service.

Task 2: Diagnostic and Repair Service

Contractor must provide UPS diagnostic and repair services for all listed UPS systems, as requested by the GCRECD, at the hourly rates specified in Attachment A. Contractor must charge labor at the established rates for normal hours, after hours, weekend hours and holiday hours.

Contractor must provide UPS Maintenance parts, supplies and equipment for all listed GCRECD UPS systems as requested by the GCRECD specified in Attachment A. Upon request of the GCRECD, the Contractor must provide the GCRECD with Contractors List Price and its actual paid supplier invoices, if requested.

All parts, supplies, materials, and equipment provided are to be new, and from acceptable manufacturers with warranty periods acceptable to the GCRECD. Used parts, supplies, materials, or equipment from time-to-time may be acceptable to the GCRECD in certain circumstances and it is the GCRECD's expectation that the contractor will notify the GCRECD of the availability of such used items when the GCRECD considers repairs and replacements.

Upon request for service by GCRECD personnel, Contractor's service technician must acknowledge the request with the requestor within one (1) hour – 7 days a week, 365 days a year. The Contractor must submit their average response time for emergency and non-emergency calls on Attachment A. Non-emergency response time may be waived by the GCRECD requestor if service can wait to be performed during Contractor's normal business hours.

Prior approval must be received from the GCRECD or their designee to perform any repairs or incur any repair expenses.

A service report must be completed by the technician and retained at the site where the work is performed, and a copy of the report submitted to the GCRECD personnel responsible for the request upon completion.

In case of a UPS failure, or where a UPS will be down longer than 24 hours, Contractor must provide, connect and maintain a temporary UPS with an equivalent or greater output than the GCRECD's failed UPS until the failed UPS is repaired or replaced.

Minimum Requirements

- Annual Preventative maintenance of all 23 units must be completed no later than March 31, 2021.
- All work must be performed by properly licensed, trained, and insured personnel and must be performed in compliance with applicable codes, standards, due care, and OSHA (Occupational Safety and Health Administration) safety requirements.
- Routine preventative maintenance work must be completed during normal business hours Monday through Friday 8:00 am to 5:00 pm. GCRECD personnel will notify PSAP personnel of the schedule to perform work.
- During initial preventative maintenance visit, Contractor personnel will be accompanied to each UPS site by staff if necessary. Thereafter, Contractor personnel are expected to access and perform on-site work independently unless otherwise required. Contractor personnel must be prepared to present identification to PSAP personnel.
- Contractor must specify an emergency contact number and/or process to reach a technician during business hours and after-hours, holidays and weekends.

GCRECD PSAP UPS Location, UPS Model and Serial Number

Site #	PSAP Name	UPS Address	UPS Model Number	UPS Serial Number	UPS Size
1	Alvin PD	1500 South Gordon, Alvin, Texas	Eaton Powerware 9170	BH241T0008	12
2	Angleton PD	104 Cannan Drive, Angleton, Texas	Eaton Powerware 9170	BC121T0022	12
3	Bay City PD	2201 Ave H, Bay City, Texas	Eaton Powerware 9170	BC332T0016	12
4	Brazoria Co SO	3602 County Road 45, Angleton, Texas	Eaton Powerware 9170	BC293T0025	12
5	Brazoria PD	114 East Texas Ave, Brazoria, Texas	Eaton Powerware 9170	BC293T0023	12
6	Brookshire PD	5100 South Street Front, Brookshire, Texas	Eaton Powerware 9170	BC332T0008	12
7	Chambers Co SO	201 N. Court Street, Anahuac, Texas	Eaton Powerware 9170	BC261T0014	12
8	Cleveland PD	226 Peach Ave, Cleveland, Texas	Eaton Powerware 9170	BC243T0013	12
9	Clute PD	104 East Main Street, Clute, Texas	Eaton Powerware 9170	BC142T0016	12
10	Colorado Co SO	2215 Walnut Street, Columbus, Texas	Eaton Powerware 9170	BC295T0018	12
11	Dayton PD	2004 N. Cleveland Street, Dayton, Texas	Eaton Powerware 9170	BC231T0009	12
12	El Campo PD	1011 West Loop, El Campo, Texas	Eaton Powerware 9170	BC394T0007	12
13	Freeport PD	430 North Brazosport Blvd, Freeport, Texas	Eaton Powerware 9170	BC303T0020	12
14	Lake Jackson PD	5 Oak Drive, Lake Jackson, Texas	Eaton Powerware 9170	BC303T0021	12
15	Liberty Co SO	2400 Beaumont Ave, Liberty, Texas	Eaton Powerware 9170	BC243T0011	12
16	Liberty PD	1914 Lakeland Drive, Liberty, Texas	Eaton Powerware 9170	BC231T0032	12
17	Matagorda Co SO	2308 Ave F, Bay City, Texas	Eaton Powerware 9170	BC394T0005	12
18	Mont Belvieu PD	11607 Eagle Drive, Mont Belvieu, Texas	Eaton Powerware 9170	BC243T0014	12
19	Walker Co Public Safety	717 FM 2821 W. Suite 100, Huntsville, Texas	Eaton Powerware 9170	BC231T0022	12
19-BC	Walker *External Battery Cabinet	717 FM 2821 W. Suite 100, Huntsville, Texas		BE322T0002	0
20	Waller Co SO	100 Justice Center Drive, Hempstead, Texas	Eaton Powerware 9170	BC354T0013	12
21	West Columbia PD	310 East Clay Street, West Columbia, Texas	Eaton Powerware 9170	BC293T0029	12
22	Wharton Co SO	315 East Elm, Wharton, Texas	Eaton Powerware 9170	BC265T0008	12
23	Wharton PD	1407 North Richmond, Wharton, Texas	Eaton 9355-20-30 Three Phase Uni	EB103KXX01	30

PART III – SOLICITATION SUBMISSION CONTENTS

Submissions must include the information described below. Staff resumes, and any additional forms, can be included as an appendix to the submittal and do not count towards any section page limits noted below.

A. Summary Letter

This letter must include a summary of key aspects of the contractor's qualifications and must indicate the Respondent's commitment to provide the services proposed and certify that all statements and information prepared and submitted in the response to this Solicitation are current, complete, and accurate; and that the proposed solution for the project meets all the requirements of this Solicitation. (Maximum 1 page)

B. Signature Page

Submit completed and signed Signature Page (located on page 2).

C. Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Affirmation Form located at www.h-gac.com/procurement (if subcontracts are to be let)

Complete and sign the applicable section (A, B, or C) of the Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Affirmation Form. Respondent must identify the small and minority businesses, women's business enterprises, and labor surplus area firms' participation level and the role that each small and minority business, women's business enterprises, and labor surplus area firm will have in the project implementation. Since small and minority businesses, women's business enterprises, and labor surplus area firms' proposed are considered part of the team, the Respondent must include all relevant information necessary to effectively perform the evaluation of the response as it relates to the submission requirements listed in this section. Nothing in this provision will be construed to require the utilization of any small and minority businesses, women's business enterprises, and labor surplus area firm that is either unqualified or unavailable.

The applicable section of this form must be completed, signed and returned with the submission, failure to return this signed form and any applicable required good faith effort documentation may result in the submission being deemed non-responsive.

D. Pricing

Sign and Submit Attachment A - Contract Cost.

E. Responsibility and Qualifications

Submit detail outlining the project manager and key staff members and a clear indication as to their involvement in the project. Brief resumes of staff members, including field staff, must be included. Substitutions for essential personnel involved will not be allowed without H-GAC's prior approval and resulting delays will be the responsibility of the Contractor. H-GAC retains the right to request the removal of any personnel found, in H-GAC's opinion, to be unqualified to perform the work. Contractor must provide proof of license, certifications, and ability to perform the work. (Maximum 10 pages)

F. Methodology

Provide schedule of maintenance and response time details and instructions for reaching contractor during emergency and non-emergency hours.

G. Readiness and Capacity to Perform

Provide satisfactory evidence of ability to manage and coordinate the types of activities described in this Solicitation and to produce the specified products or services on time. Provide a statement about the availability and commitment of the firm and its principal(s) and key professionals to undertake the project. (Maximum 1 pages)

H. References and Examples of Work

Submit at least three (3) references and sample reports of preventative maintenance inspections. to substantiate the qualifications and experience requirements for all similar services completed within the past thirty-six (36) months. References must illustrate respondents and project manager's ability to provide the services outlined in the scope of services. References must include name, point-of-contact, telephone number, and dates services were performed. The submission will be disqualified if H-GAC is unable to verify qualification and experience requirements from the respondent's references. H-GAC's evaluation team will be the sole judge of references. (Maximum 5 pages)

I. Additional Information

Submit additional information Respondent deems pertinent to demonstrating qualifications and/or experience to perform the services being requested such as memberships in any professional associations, documents, examples, and others. (Maximum 10 pages)

PART IV – TERMS AND CONDITIONS

By submitting a response, respondent agrees that it has read and fully intends to comply with the terms and conditions contained in this solicitation document as applicable to any subsequent contract or funding agency requirements or agreements. Exceptions to these General Terms and Conditions are not permitted.

A. H-GAC Terms and Conditions

1. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.
2. All materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission, are considered public information, unless otherwise noted in the response itself as a trade secret or proprietary information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. H-GAC is not responsible for the return of creative examples of work submitted.
3. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.
4. Contract Termination:

a. Convenience

H-GAC may terminate this Agreement in whole or in part without cause at any time by written notice by certified mail to the Contractor whenever for any reason H-GAC determines that such termination is in the best interest of H-GAC. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination. In the event of termination in whole, the Contractor shall prepare a final invoice within 30 days of such termination reflecting the services actually performed which have not appeared on any prior invoice. Such invoice shall be satisfactory to the Executive Director or his designee. H-GAC agrees to pay the Contractor, in accordance with the terms of the Agreement, for services actually performed and accruing to the benefit of H-GAC, less payment of any compensation previously paid.

The Contractor may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to H-GAC. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC. In the event of such termination prior to completion of the Agreement provided for herein, H-GAC agrees to pay services herein specified on a prorated basis for work actually performed and invoiced in accordance with the terms of this Agreement, less payment of any compensation previously paid.

b. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreement so that completion of the services herein specified within the agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

In the event of such termination, all services of the Contractor and its employees and subcontractors shall cease, and the Contractor shall prepare a final invoice reflecting the services actually performed pursuant to the Agreement which have not appeared on any prior invoice. Such invoice must be satisfactory to the Executive Director of H-GAC or his designee. H-GAC agrees to pay the Contractor, in accordance with the terms of this Agreement, for services actually performed and accruing to the benefit of H-GAC as reflected on said invoice, less payment of any compensation previously paid and less any costs or damages incurred by H-GAC as a result of such default, including incremental costs that H-GAC will incur to have the Agreement completed by a person other than the contractor.

B. Compliance with Federal Law, Regulations, and Executive Orders

Respondent's attention is called to the fact that any contract between H-GAC and the selected respondent(s) will be subject to financial assistance contracts between the H-GAC and various State or Federal agencies. The contract to be awarded, therefore, is subject to the terms of these agreements and will not proceed without these agreements having been duly executed. The successful respondent will be required to comply with, in addition to other provisions of the agreement, the conditions required by applicable federal regulations, including those regulations which must be documented in the response, as indicated the Solicitation Submission Contents section of this Solicitation. Contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

C. Right and Privileges

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisitions Regulations Council (Councils) as authorized by 41 U.S.C 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Pursuant to the Federal Rule above, when federal funds are expended by the Houston-Galveston Area Council, the Houston-Galveston Area Council reserves all rights and privileges under the applicable laws and regulations with respect to this agreement in the event of breach of contract by either party.

D. Anti-Competitive Behavior

Respondent will not collude, in any manner, or engage in any practice, with any other Respondent(s) which may restrict or eliminate competition or otherwise restrain trade.

E. Contact by Respondent

To ensure a fair and competitive environment, direct communication between H-GAC employees other than the Solicitation Contact or any party able to create an unfair advantage to Respondent or disadvantage to other Respondents with respect to the Solicitation process, or the award of a Contract is strictly prohibited. This restricted period of communication begins on the issue date of the Solicitation and for Respondent(s) not selected for award ends with the conclusion of the protest period identified in the Solicitation document and for Respondents(s) selected for award ends with the Contract execution. This restriction does not apply to communications to other H-GAC employees during a Pre-Proposal/Bid or Response conference or other situations where the Solicitation Contact has expressly authorized direct communications with other staff. A Respondent who intentionally violates this requirement of the Solicitation process or otherwise deliberately or unintentionally benefits from such a violation by another party may have its Submission rejected in accordance with H-GAC Procurement Policy. Respondent(s) will not offer any gratuities, favors, or anything of monetary value to any official or employee of H-GAC (including any and all members of the evaluation committee) for the purposes of influencing consideration of any Submission.

F. Updates to the Solicitation

Any changes, corrections, additions, or deletions made to this Solicitation will be posted to the H-GAC website (<http://www.h-gac.com/procurement>). It is the responsibility of Respondents to frequently check the website for any possible changes.

G. Interpretation of Specifications

The specifications and/or product references contained herein are intended to be descriptive rather than restrictive. H-GAC is soliciting responses to provide a complete service package which meets its overall requirements. Specific services and collection references may be included in this Solicitation for guidance, but they are not intended to preclude Respondents from recommending alternative solutions offering comparable or better performance or value. Results of informal meetings or discussions between a potential Respondent and H-GAC official or employee may not be used as a basis for deviations from the requirements contained in this Solicitation.

H. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Respondent certifies that during the term of the agreement, the Respondent agrees to comply with all applicable requirements as referenced.

I. Suspension and Debarment

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that it is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that during the Term of the Agreement, the Respondent certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Respondent shall immediately provide the written notice to the Houston-Galveston Area Council if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The Houston-Galveston Area Council may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the Houston-Galveston Area Council knows the certification is erroneous.

J. Goal for Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area firms (if subcontracts are to be let)

H-GAC has established a goal of 24% small and minority businesses, women's business enterprises, and labor surplus area firm participation in its total annual third-party consulting opportunities. H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable.

K. Supplemental Guidance/Requirements for Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area firms (if subcontracts are to be let)

As a recipient and sub-recipient of Federal funds, the guidance of the appropriate funding agency supplemental regulation regarding Disadvantaged Business Enterprise (DBE) programs will be incorporated as listed below, and as may be applicable. Please refer to the applicable guidance for the indicated funding source. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

Funding Source	Supplemental Regulation by Funding Agency
	U.S. Department of Transportation (DOT/FAA): Title 49 of the Code of Federal Regulations, Parts 23 and Part 26. Only businesses listed under the Texas Unified Certification Database Diversity Management System are qualified to meet the stated goal requirement. Locate a business here: https://txdot.txdotcms.com/
	U.S. Environmental Protection Agency (EPA): Title 40 Code of Federal Regulations parts 33, Executive Order 11625, Executive Order 12138, and Executive Order 12432.
	U.S. Department of Housing and Urban Development (HUD): HUD Acquisition Regulations (HUDAR) HUDAR, dated January 21, 2000, Parts 2419 and 2426.
	U.S. Department of Labor (DOL): Title 48 of the Code of Federal Regulations, Chapter 29, Parts 2900-2999.
	U.S. Department of Commerce (DOC): Title 48 of the Code of Federal Regulations, Chapter 13, Subchapter D.
	U.S. Department of Energy (DOE): Title 48 of the Code of Federal Regulations, Chapter 9, Subchapter D.
	U.S. Department of Agriculture (USDA): Title 48 of the Code of Federal Regulation, Chapter 4, Subchapter D.
	U.S. Department of Homeland Security (DHS) including FEMA: Title 48 of the Code of Federal Regulation, Chapter 30, Subchapter D.
	U.S. Department of Health and Human Services (DHHS): Title 48 of the Code of Federal Regulation, Chapter 3, Subchapter D.
	U.S. Department of Justice (DOJ): Title 48 of the Code of Federal Regulation, Chapter 29, Subchapter D.
	U.S. Department of the Treasury (USDT): Title 48 of the Code of Federal Regulation, Chapter 10, Subchapter D, Part 1022.

Additional Resources for Socio-Economic Databases/Programs - The entities and programs linked below can also be searched or contacted for assistance in locating a small business if no funding agency is indicated above	
City of Houston, Office of Business Opportunity	Women's Business Enterprise National Council (WBENC)
City of Austin, Small Business Development	National Women Business Owners Corporation
Corpus Christi Regional Transportation Authority	National Minority Supplier Development Council (NMSDC)
North Central Texas Certification Agency	U.S. Women Chamber of Commerce
South Central Texas Certification Agency	U.S. Department of Transportation DBE Program
Texas Department of Transportation	SBA Women-Owned Small Business (WOSB) Program Certification
The Small Business Administration	

L. Payment Terms

H-GAC only issues payment by electronic ACH. H-GAC's standard term of payment is Net 30 Days from the date of the invoice. If discounts for accelerated payment are offered, it must be clearly indicated in the submission. However, agreements subject to funding from various sources could delay payment for at least ninety (90) days.

M. Invoicing

To expedite payment, invoices must be submitted and itemized as to service, quantity, part number, description, and applicable discount (if any). Variations may delay payment. In addition, invoices must reference the H-GAC Purchase Order Number (if applicable). Submit invoices to APinvoices@h-gac.com

N. Conflict of Interest Questionnaire (If awarded a contract)

Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict of interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions is located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf> H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. The CIQ must be completed and filed with a Submission if an employment or business relationship defined in the law exists.

O. Certificate of Interested Parties Form – Form 1295 (If awarded a contract)

Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

P. H-GAC Responsibilities

H-GAC is responsible for project administration and final decisions on all contractual matters. H-GAC has sole discretion and reserves the right to cancel this Solicitation or to reject any or all submissions received prior to the contract award. H-GAC reserves the right to waive any formalities concerning this Solicitation, or to reject any or all submissions or any part thereof.

Q. Publicity

Any publicity released by the Respondent giving reference to this contract, whether in the form of press releases, brochures, photographic coverage, or verbal announcement shall be issued only with pre-approval of H-GAC.

R. Warranty and Copyright

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

S. Title VI Requirements

The (Title of Recipient), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

T. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

U. Clean Air and Water Pollution Control Act

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Federal Rule above, Respondent certifies that during the term and after the awarded term of the agreement, that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

V. Byrd-Anti Lobbying Amendment

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Respondent agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Respondent certifies that during the term and after the awarded term of the agreement, that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the Respondent, 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 the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Respondent shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) Respondent shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors 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 certificate 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 such failure.

W. Compliance with EPA Regulations Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts

Respondent certifies that Respondent is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

X. Compliance with Energy Policy and Conservation Act

Respondent certifies that Respondent will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Y. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

Z. Contract Work Hours and Safety Standards

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

AA. Prevailing Wage

Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

BB. Procurement of Recovered Materials

The Houston-Galveston Area Council and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

CC. Copeland “Anti-Kickback” Act

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

DD. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

EE. Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Equipment (Effective Aug. 13, 2020 and as amended October 26, 2020)

In order to combat the national security and intellectual property threats that face the United States, section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Pub. L. 115–232) prohibits executive agencies from entering into, or extending or renewing, a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services,” as defined in the statute, means 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); • Telecommunications or video surveillance services provided by such entities or using such equipment; or 1) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Respondent must comply with requirements for certifications. The provision at 52.204–26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

FF. Insurance

Respondent must provide professional liability, general liability and property insurance in amounts in accordance with applicable State Statute or Federal Regulation sufficient to cover applicable contractual liability, protect program equipment, and facilities. Respondent must ensure that any owned, leased, or non-owned automobiles used in performance of any contractual agreement by Respondent’s employees or agents are covered by sufficient automobile liability insurance. Respondent further represents to H-GAC that it either has Workers’ Compensation insurance in the amount required by statute or is self-insured for Workers’ Compensation coverage under statute. All insurance certificates, policies, and binders must be maintained by Respondent at its program site for review by H-GAC at any time, and a copy must be provided to H-GAC upon contract award.

GG. Drug-Free Workplace

Respondent must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy upon contract award.

HH. Applicability to Subcontractors

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this procurement Solicitation will be bound by the foregoing terms and conditions.

II. Management Plans/Consortiums, etc.

Consortiums, joint ventures, or teams submitting responses considered non-responsive to this Solicitation unless they have demonstrated in a management plan that all contractual responsibility rests solely with one prime contractor or legal entity of the team. A duly authorized official of the prime respondent must sign the cover letter and other pertinent certifications.

JJ. Resolution of Protested Solicitations and Awards

Any Respondent who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement, and up to five (5) days after the H-GAC Board of Directors public agenda is posted for action regarding the questioned item. Grievances filed more than five (5) working days after action by the H-GAC Board of Directors will not be deemed timely and will not be considered. In order for a Respondent to enter the grievance process, a written complaint must be sent to the Chief Operations Officer of H-GAC by certified mail and sent to 3555 Timmons Lane, Houston, Texas 77027, which includes the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of the reasons for the protest.
4. Supporting exhibits, evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of H-GAC's Procurement Procedures, a violation of State or Federal Law (if applicable), or a violation of applicable grant or contract agreements to which H-GAC is a party. Failure to receive a procurement award from H-GAC in and of itself does not constitute a valid grievance. Upon receipt of grievance, the Chief Operations Officer will initiate the informal resolution process.

The Procurement Program or Department Director responsible for the Solicitation will contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from the date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Chief Operations Officer of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Program or Department Director is not successful in resolving the allegations, the complaint, along with the comments, will be forwarded to the Chief Operations Officer immediately. The Chief Operations Officer will review all documentation. All interested parties will be given written notice of the date, time, and place of hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

The complainant may appeal the Chief Operations Officer's decision by submitting a written appeal, within five (5) working days, to the Executive Director of H-GAC. The Executive Director, upon receipt of a written notice of appeal, will contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of H-GAC has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer will conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee will be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The Respondent may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction.

PART V – EVALUATION, SELECTION AND AWARD

Evaluation

An evaluation committee may consist of representatives from H-GAC Data Services Department, other departments of H-GAC and other stakeholders, and will score the submission to the Solicitation in accordance with the evaluation criteria listed below.

Each criterion is given a weight totaling 100%, submissions are scored on a scale of 0-5 and are then ranked on the total of the weighted score.

H-GAC reserves the right to contact respondents for clarification of information submitted and to contact references to obtain information regarding past performance, reliability and integrity to completely score responses.

Selection

Upon review of all information provided by Respondents, the evaluation committee will rank each submission. H-GAC intends to select a submission that best meets the needs of H-GAC, and other stakeholders to be determined. However, the Final approval and selection of award lies with the Board of Directors.

Board Approval and Award

A recommendation will be presented to the GCRECD Board of Directors for approval to negotiate, and execute, a contract with the ranked Contractor(s) in descending order. H-GAC/GCRECD reserves the right to award based on the best interests of H-GAC, whether that be single or multiple awards. The targeted date for Board approval is **Tuesday, December 15, 2020**. However, the final approval and selection of award lies with the 9-1-1 Board of Managers. H-GAC/GCRECD reserves the right to delay that date as needed and to reject any and all submissions as deemed in its interest.

Debriefing

Requests for a debriefing must be made in writing to purchasing@h-gac.com within five (5) working days after notification of non-selection. H-GAC reserves the right to not conduct debriefings if requests are made after that time. This procedure is NOT available to Respondents who did not participate in the selected Solicitation, to non-responsive or non-timely Respondents, or when all submissions are rejected.

Presentation/Demonstration/Interview

The evaluation committee reserves the right to request and require that each Respondent provide a final presentation/demonstration/interview regarding submission at a scheduled date and time. No Respondent is entitled to this opportunity, and no Respondent will be entitled to attend the presentation/demonstration/interview of any other Respondent. The purpose of the presentation/demonstration/interview is to inform the work of the evaluation committee. If necessary, Respondents may be required to make more than one presentation/demonstration/interview.

Best and Final Offer (BAFO)

H-GAC reserves the right to request a Best and Final Offer from finalist Respondent(s), if it deems such an approach necessary. In general, BAFO would consist of updated costs and answers to specific questions that were identified during the evaluation. If H-GAC chooses to invoke this option, Submissions would be re-evaluated by incorporating the information requested in the BAFO document, including costs, and answers to specific questions presented in the document. The specific format for the BAFO would be determined during evaluation discussions. Turnaround time for responding to a BAFO is usually brief (i.e., five (5) business days).

PART VI – EVALUATION CRITERIA

Responsiveness (Pass/Fail)

Submission must be responsive to all material requirements that will enable the evaluation committee to evaluate submissions in accordance with the evaluation criteria to make a recommendation to H-GAC officials. This includes a signed signature page by a person authorized to bind the company to any contract/purchase order that may result from this Solicitation; and demonstrated ability to meet the small and minority businesses, women's business enterprises, and labor surplus area firm participation if subcontracts are to be let, or a documented "good faith effort" if not subcontracting as required by the details on the form.

Qualifications and Experience (35%)

Acceptable overall qualifications of company as demonstrated in detailed narrative and qualifications statement. Demonstrated experience and effectiveness in providing like services for organizations. Demonstrated capability to provide the services outlined in the Solicitation; relative licenses or registrations are provided, if applicable. Sample reports are provided and acceptable.

Capacity and Readiness/Methodology (35%)

Satisfactory evidence of respondent ability to manage and coordinate the types of activities described in this Solicitation and to produce the specified products or services on time. Evidence is provided of the availability and commitment of the firm and its principal(s) and key professionals to undertake the project. Schedule of maintenance is provided and acceptable

Pricing (30%)

Demonstrated ability to deliver services at a reasonable cost and all elements of cost and response time details are provided on Attachment A.

PART VII – INSTRUCTIONS TO RESPONDENTS

Pre-Proposal/Response Conference

A pre-proposal/response conference will not be held for this Solicitation.

Inquiries and Additional Information

Respondents must submit questions by e-mail to Purchasing@h-gac.com by the Questions deadline, any questions received after the deadline will not be answered. Telephone inquiries will not be accepted. H-GAC will respond as completely as possible to each question. Questions and answers will be posted on the H-GAC website (<http://www.h-gac.com/procurement>) as soon as available. The names of respondents who submit questions will not be disclosed.

Letter(s) of Clarification

All clarifications to this Solicitation will be in writing and identified as a Letter of Clarification. Verbal communications and other written documents intended to clarify and interpret will not legally bind H-GAC. Only information supplied by a Letter of Clarification posted at <http://www.h-gac.com/procurement> should be used in preparing a response. **H-GAC does not assume responsibility for the receipt of any Letters of Clarification by Respondent(s). Respondents must periodically check the website for updates.**

Examination of Documents and Requirements

Each Respondent must carefully examine all Solicitation documents and become thoroughly familiar with all requirements prior to submission to ensure the response meets the intent of this Solicitation. Respondent is responsible for making all investigations and examinations that are necessary to ascertain conditions affecting the requirements of this Solicitation. Failure to make such investigations and examinations will not relieve the Respondent from obligation to comply, in every detail, with all provisions and requirements of the Solicitation.

Modification of Submission (Before Deadline)

Respondents may modify submissions that have already been submitted by providing a written modification to H-GAC. However, no submissions may be modified after the deadline.

Non-Responders to Solicitation

If unable to submit a response, please email Purchasing@h-gac.com and advise the reason.

PART VIII – REQUIRED FORMS TO SUBMIT WITH RESPONSE

Download at: http://www.h-gac.com/procurement	
	Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Affirmation Form (if subcontracts are to be let)
	Signed Signature Page (located on Page 2)
	Attachment A Contract Costs

PART IX - REQUIRED FORMS IF AWARDED A CONTRACT

Download at: http://www.h-gac.com/procurement	
	Certification Regarding Debarment
	Conflict of Interest (if a conflict exists)
	Verification of filing – Form 1295
	Byrd Anti-Lobbying Certification
	New Company Set-Up Form
	Copy of W-9

This Solicitation does not commit H-GAC to award a contract, issue a Purchase Order, or pay any costs incurred in the preparation of a submission to this Solicitation. The submission will become part of H-GAC's official files without any obligation on H-GAC's behalf. All Submission will be held confidential from all parties other than H-GAC, until after a contract is awarded; then submissions become available as public records.

ATTACHMENT A: CONTRACT COSTS

Cost Table for UPS Maintenance Services

Preventative Maintenance Costs – includes of all labor, consumable materials, routine maintenance replacement parts, travel, etc. with the exception of batteries (List battery replacement cost on items A & B).					
Items	PSAP Name	UPS Serial #	Annual PM Cost Year 1	Annual PM Cost Year 2*	Annual PM Cost Year 3*
1	Alvin PD	BH241T0008			
2	Angleton PD	BC121T0022			
3	Bay City PD	BC332T0016			
4	Brazoria Co SO	BC293T0025			
5	Brazoria PD	BC293T0023			
6	Brookshire PD	BC332T0008			
7	Chambers Co SO	BC261T0014			
8	Cleveland PD	BC243T0013			
9	Clute PD	BC142T0016			
10	Colorado Co SO	BC295T0018			
11	Dayton PD	BC231T0009			
12	El Campo PD	BC394T0007			
13	Freeport PD	BC303T0020			
14	Lake Jackson PD	BC303T0021			
15	Liberty Co SO	BC243T0011			
16	Liberty PD	BC231T0032			
17	Matagorda Co SO	BC394T0005			
18	Mont Belvieu PD	BC243T0014			
19	Walker Co Public Safety	BC231T0022			
19-BC	Walker *External Battery Cabinet	BE322T0002			
20	Waller Co SO	BC354T0013			
21	West Columbia PD	BC293T0029			
22	Wharton Co SO	BC265T0008			
23	Wharton PD	EB103KXX01			
A	Battery Replacement Cost for Eaton Powerware 9170				
B	Battery Replacement Cost for Eaton 9355-20-30 3-PH Unit				

*Year 2 and 3 pricing is only applicable if Agreement is extended past initial 1-year term.

ATTACHMENT A: CONTRACT COSTS – CONTINUED

Cost Table for Diagnostic and Repair Services Labor

The following labor rates must apply to all on-site work requested to diagnose issues with and/or to repair UPS systems inclusive of all labor, travel, fuel, etc.		
Hourly Rate Type	Hourly Rate Non-Emergency	Hourly Rate Emergency
Weekdays Regular Hours (8 am. to 5 pm.)		
Weekdays After Hours		
Weekend Hours		
Holiday Hours		

Response Time After Call is Received from GCRECD

Response Time – Non-Emergency	
Response Time - Emergency	

Discount on UPS Parts, Supplies and Equipment

Item	Percentage Discount
Percentage Discount on UPS Maintenance parts, supplies and equipment.	

Upon request of the GCRECD, the Contractor must provide the GCRECD with Contractors List Price and its actual paid supplier invoices.