



HOUSTON-GALVESTON AREA COUNCIL
Request for Proposal (RFP)
E-Learning Platform Systems for Skills Development and Career Path
Solicitation Number: HS-WKF-ELEARN-10-2020

EVENT	DATE
ISSUED:	Thursday, October 29, 2020
QUESTIONS DEADLINE:	Thursday, December 03, 2020 @ NOON CST
SHAREFILE ACCESS INVITATION REQUEST DEADLINE:	Wednesday, January 13, 2021 @ NOON CST Requests made after this time will <u>not</u> be accepted.
CLOSING DATE / SUBMISSION DEADLINE:	Thursday, January 14, 2021 @ 2:00 p.m. CST
ESTIMATED CONTRACT START DATE:	March, 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.

The Gulf Coast Workforce Board and its operating affiliate Workforce Solutions together are the public workforce system in the 13-county Houston-Galveston region. Workforce Solutions help employers meet their human resource needs and individuals build careers, so both can compete in the global economy.

Workforce Solutions serves 300,000 to 400,000 people annually and more than 25,000 employers through 28 local career offices, an Employer Service division, and a consortium of adult education providers. Workforce Solutions offers a range of services to help employers find and hire the best candidates for their job openings, develop new or current employees, and get human resources technical advice. Workforce Solutions helps individuals get a job, keep a job, or get a better job with job search assistance, job referrals and placement, career planning, and financial assistance for those who are eligible. For more information about the Gulf Coast Workforce Board and Workforce Solutions, visit <http://wrksolutions.com>. The Houston-Galveston Area Council, the fiscal agent for the Gulf Coast Workforce Board, is issuing this Solicitation on behalf of the Board and Workforce Solutions.

Background

There are unprecedented numbers of workers without jobs in the greater Houston-Gulf Coast region. The COVID-19 pandemic has upended the regional economy – as well as the state and national economies – and it is uncertain how many of the jobs lost during the pandemic will return in the near future. A disproportionate number of those jobs have been lost in the accommodation (food service/hotel), retail, and personal service industries; and the workers in those jobs tend to be younger (18-30) and less educated (high school or 1-2 years postsecondary). Additionally, a downturn in the energy industry has dislocated a significant number of workers – many of whom may not be able to return to their previous occupations or jobs.

Background cont'd

For these workers – and many of the other unemployed – the path to a new job will require professional development, upskilling or reskilling with skill certifications for the jobs in demand. We are interested in online learning options that provide basic skills development as well as specific career paths (which may or may not conclude with some type of certification). Workforce Solutions provides some access to these kinds of education through its existing education/training network but needs to expand the availability and scale up the online access to reach the 400-500,000 unemployed workers in the region.

Online learning will be an additional tool that could be included as part of an employment plan for individuals from any sector of our labor market that may benefit from them. Online learning options could provide basic skills development as well as specific career paths (which may or may not conclude with some type of certification).

Scheduled Time Frame

The successful respondent should be prepared to begin study work upon award of the contract. This contract will be for one (1) year and may be renewed based on contractor satisfactory performance and available program funding, at the discretion of the H-GAC Board of Directors.

Budget/Funding

H-GAC primarily uses federal funds, as well as several state and local sources—to fund its workforce system/aging contracts. The Texas Workforce Commission provides the majority of revenue every fiscal year through the major revenue sources, which are by formula allocated to the Gulf Coast Workforce Board for annual operations. During a contract year, H-GAC competes for and may receive revenue from other federal, state, or private sources. 100% of the total cost of contracts authorized from this solicitation are Federal funds.

Resources

Workforce Solutions has a high-skill, high-growth jobs guide that lists industries and occupations that are in demand in our region; however, we do work with individuals to meet their specific employment needs, so there may be opportunities to assist with training not related to the industries/occupations on this list.

[Workforce Solutions High Skill High Growth Occupations](https://www.wrksolutions.com/Documents/Individuals/faj/highskillprofile/High-Skill_High-Growth_Occupations.pdf)

https://www.wrksolutions.com/Documents/Individuals/faj/highskillprofile/High-Skill_High-Growth_Occupations.pdf

No Guarantee of Usage

H-GAC 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 reserves the right to require the awarded Contractor attend a post award meeting with H-GAC 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 will identify specific goals, strategies and activities planned for meeting program objectives.

Service Region



PART II – SCOPE OF WORK

Workforce Solutions itself does not deliver education – professional development, upskilling and reskilling, or certificate/degree programs – but arranges access through its connections to education providers. To expand those offerings, Workforce Solutions is seeking to obtain access to recognized national online learning platforms that offer a wide range of high-quality programs leading to skill certifications for in-demand jobs.

Minimum Requirements

1. Provide detailed descriptions of at least the following minimum requirements:

- Minimum hardware and software requirements to access courses;
- Mobile device compatibility;
- Availability of content both online and offline;
- Program or SaaS must be platform/device-agnostic.

2. Provide a description of the offerings available:

- Content format (ex. audio only, video availability, pre-recorded/on-demand or live instruction)
- Image examples diagramed showing the user interface and experience;
- Learning level of courses (ex. beginning, intermediate, advanced);
- Number of courses that are available and included in the proposed price;
- Number of courses available in Spanish that are included in the proposed price;
- Additional languages in which courses are available;
- Frequency of content updates;
- Scope of industries and occupations covered in courses.

3. Provide a description of the certifications that may be available:

- Number of courses, collections, and/or learning paths that lead to a certification;
- Certifications that can be obtained on the platform;
- Agreements for discounted certifications with outside parties. Examples may include but are not limited to Computing Technology Industry Association (CompTIA), Society for Human Resource Management (SHRM), National Center for Construction Education and Research (NCCER), and/or Project Management Professional (PMP).

4. Provide a description and process of the User Experience:

Implement the construction of online learning modules using appropriate learning strategies, academically sound learning objectives, and effective technological designs and delivery methods;

- Cross device and browser compatibility ensuring the software available to a wide user base;
- Process for sharing progress on social media;
- Description of tools to access skill building activities;
- Access to virtual help on demand;
- Describe the process to continuously assess, execute, and monitor the production of the deliverables to ensure the methodology and technological supports are informed by best practices within relevant fields, and are engaging, progressive, interactive, and aligned with H-GAC's mission, and the project's overall objectives.

5. Provide a description of Content Management:

- Ability to add custom content as needed (industry specific/unique modules);
- Ability to create custom learning paths/collections;
- Learning Management System (LMS) compatibility.

6. Provide information related to Oversight and Administration:

- Functionality available to administrators; identify any functions that are available only to administrators such as inviting learners, managing user accounts, re-assigning licenses, accessing/generating reports, etc.;
- Maximum number of administrators that can be assigned;
- Maximum number of concurrent users;
- System integration with Active Directory services for single sign-on (for Workforce Solutions staff);
- Ability to assign specific content to a learner or group of learners;
- Access to reports on learner progress;
- Ability to download all available user data and generated reports.

7. Describe available Accessibility/Assistive Technology:

- Compatibility with screen reader software;
- Availability of captions;
- Availability of audio descriptions; and
- Any other tools/features that make the platform usable by individuals with disabilities.
- Indicate any, and all accessibility features integrated, (may include compliance with ADA requirements and Section 508 of the Rehabilitation Act of 1973);
- Provide information on expertise and leadership on the development of module content and design that is compliant with all federal laws, including laws related to accessibility for people with disabilities, Deaf/Hoh, language access, and other access concerns.

8. Provide Information on Support for User and Admin Experience:

- Assistance provided during implementation;
- Number of available licenses; user licenses/admin licenses
- Type of pricing offered for a 1-year subscription term (tiered user, per user, etc.)
- Availability of on-going support/technical assistance and process to contact or submit help request; including and not limited to responders to indicate their uptime statistics, service ticket resolution process and times, and escalation processes;
- Access to Subject Matter Experts (SME's);
- List all available features within the LMS, including user roles available within the system, showing separation of system admin, catalog admin and/or course admin, etc.;
- Service level commitment about uptime expectations, ticket resolution timelines, availability for credits towards service agreement due to interruptions in operations;
- Provide information on discounts or special terms available for individual to continue license on their own;
- Indicate the cost if the individual wanted to pay to maintain access to the system once the license paid for by Workforce Solutions funding is no longer available.

9. Describe Data Security Features and Specifics:

Requirements include:

- a. Protection of information and information systems from unauthorized access, use, disclosure, disruption, modification, or destruction to help ensure integrity, confidentiality, and availability;
- b. End-to-end security features ensuring data privacy;
- c. Malware/Spyware/Anti-virus integration within the software;
- d. PII and other data security compliance certifications;
- e. Include information on the following privacy/security information: authenticity, access control, confidentiality, integrity, availability, and non-repudiation. Also include whether sharing of achievements on social media platforms is available and if so, what the available options are for the user.

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. Narrative Statement

Submit narrative that provides detail regarding organization's experience and planned service model. Joint submissions must describe how the partners will support each other in ensuring a successful outcome. (Maximum 1 pages)

E. Project Work Program and Schedule

Submit details regarding approach to undertaking the tasks listed in this Solicitation. A recommended methodology for performance or description of each item identified in the scope of work must be included, along with a timeline for completion if applicable. The timeline must illustrate key milestones and anticipate necessary meetings with H-GAC staff. (Maximum 3 pages)

F. Notification of Service Outages, Network Monitoring, and Service Level

Describe in detail how service outages will be handled, including identification and notification of outage, the method and level of monitoring support and the method used to report outages to the H-GAC. Provide service level agreement details and explain how maintenance is scheduled for planned and unplanned outages. (Maximum 3 pages)

G. 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. Please provide any and all relevant industry certifications in online learning module/course development. 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. (Maximum 10 pages)

Submit the following:

- a. Number of years the company has been in business;
- b. Main area(s) of expertise;
- c. Number of years the company has offered an online learning platform; and
- d. Size and scope of current client base.

H. Proposed Cost

Demonstrated ability to deliver services at a reasonable cost and all elements of cost detail are provided and clear.

I. References and Examples of Work

Submit at least three (3) references and relevant examples of previous work performed for those references listed 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)

J. 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 \$250,000, 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 **30%** 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.
X	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 for Work

Contractor will submit monthly invoices based on work completed. Completed work is defined as meeting milestone project objectives as defined in the schedule that accomplishes the Scope of Work within the appropriate time frame. All invoices must be accompanied by progress reports and backup documentation.

M. 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.

N. 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

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. Data Handling and Security

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products and deliverables.

U. 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.

V. 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.

W. 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).

X. 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.

Y. 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.

Z. 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).

AA. 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.

BB. 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.

CC. 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.

DD. 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.

EE. 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.

FF. 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) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- 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.

GG. 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.

HH. 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.

II. 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.

JJ. 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.

KK. 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.

LL. Assurances

Respondent agrees and must submit signed compliance documents and statutory assurances which will govern program operations. In addition, respondents may be asked to submit additional information by H-GAC during the Solicitation process or at any time during the fiscal year.

MM. Accommodation Compliance

In compliance with Americans with Disabilities Act, H-GAC will provide for reasonable accommodations for persons attending H-GAC activities. Requests must be received by H-GAC twenty-four (24) hours prior to the activity.

NN. Compliance with Section 504 of the Rehabilitation Act of 1973

The State of Texas requires that all potential providers and their subcontractors certify compliance with Section 504 of the Rehabilitation Act of 1973, in regard to discrimination of the handicapped.

OO. Certification of Compliance with Child Support and Medical Support Enforcement

The State of Texas requires that all potential providers certify compliance with the Texas Family Code, Subtitle D (Administrative Services), Chapter 231, Section 231.006, Ineligibility to Receive State Grants or Loans or Receive Payment on State Contracts, which requires the following certification: the provider certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

PP. 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.

QQ. Resolution of Protested Solicitations and Awards for Workforce Solicitations

Following the final decision by the H-GAC Board of Directors, a respondent may file a protest with the Texas Workforce Commission. The Commission reviews protests only after H-GAC's process has been exhausted. Protests filed with the Commission are limited to the following issues: (a) violation of federal law and regulation, and/or (b) violation of protest procedures or failure to review a protest. To file a protest on this level, write to Workforce Quality Assurance Manager, Houston-Galveston Area Council, Post Office Box 22777, Houston, Texas, 77227-2777, 713-627-3200.

PART V – EVALUATION, SELECTION AND AWARD

Evaluation

An evaluation committee may consist of representatives from H-GAC Human 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.

The process for evaluating submissions includes: (1) H-GAC staff evaluation, (2) Evaluation and approval by the Gulf Coast Workforce Board and (3) review and approval by the H-GAC Board of Directors.

Submissions will be evaluated on the basis of meeting the minimum qualifications and selection criteria listed in the Evaluation Criteria section of this Solicitation. 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.

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

Evaluation and approval by the Gulf Cost Workforce Board, targeted date for this initial approval meeting is **2/2/2021**. A recommendation will then be presented to the H-GAC Board of Directors for approval to negotiate, and execute, a contract with the ranked Contractors in descending order. H-GAC 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 **2/16/2021**. However, the final approval and selection of award lies with the Board of Directors. H-GAC 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.

Approach (35%)

Contractor demonstrates a clear understanding of the intent of the project and of the work to be performed, overall approach to the project. The Proposer's overall methodology to successfully providing the Services will be assessed for its feasibility, responsiveness to the Scope of Services, effectiveness and thoroughness. For each of the types of services desired, proposals will be evaluated on, but not limited to:

- Delivery method of curriculum
- Applicability of curriculum to subject matter and audience as evidence by sample curriculum/training content and materials.
- Sample course schedule
- Approach to, and demonstrated understanding of, the services requirements.

Qualifications, Experience, and Capability (30%)

Demonstrated experience, qualifications and capability of the proposed team, key team members and other personnel as evidenced by statement of experience and resumes. Demonstrated effective organizational structure and relevant experience on similar projects. Evidence that the contractor meets the minimum qualification and ability to comply with all contractual requirements. Contractor demonstrates expertise and practical experience in online learning modules.

Proposed Cost (15%)

Demonstrated ability to deliver services at a reasonable cost and all elements of cost detail are provided. Budget narrative clearly reflects the cost for providing the services, is detailed and includes all costs required for successful project completion.

Network Monitoring and Support (10%)

Acceptable detailed service level agreement and reporting of outage methodology, monitoring support, and service level response time.

Past Performance and References (10%)

Demonstrated record of timely performance, quality and integrity as evidenced by a list of client references for similar projects and budgets and relevant samples of work provided. Demonstrated ability to complete work without change orders, extensions, and/or budget revisions.

PART VII – INSTRUCTIONS TO RESPONDENTS

Pre-Proposal/Response Conference

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

It will be assumed that Respondents attending any conference have reviewed the Solicitation in detail and are prepared to raise any substantive questions which have not already been addressed by H-GAC in 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)

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.