HOUSTON-GALVESTON AREA COUNCIL

Request for Proposal (RFP)

Telework Program Analysis, Improvement and Implementation Services

Solicitation Number: TRN20-02

**FORMAT:**

One (1) electronic copy in PDF format.

**SUBMIT TO:**

Until further notice, H-GAC is alternatively accepting electronic proposals via Secure ShareFile location.

To submit a proposal, you must email the following information to purchasing@h-gac.com to receive an access invitation to upload a proposal response. PROPOSALS WILL NOT BE ACCEPTED BY EMAIL.

1. Company Name
2. Company Representative Name
3. Representative Email Address (for ShareFile access invitation)
4. Solicitation Number

Proposals must be received by and opened on the date and time specified in this Solicitation as the Closing Date. H-GAC will date-stamp all proposals upon receipt. Proposals received after the deadline date and time will not be accepted. Respondents may submit their proposal to the H-GAC office any time prior to the deadline. The response opening is open to the public. Information regarding award can be obtained by public information request after award is made.

Please submit any questions regarding this solicitation in writing by e-mail to the H-GAC Procurement office at purchasing@h-gac.com by the date and time specified in this Solicitation as the Questions deadline. Questions received after the deadline date and time will not be answered.

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 proposal responses. Any Letter of Clarification will be posted on the H-GAC website (http://www.h-gac.com/procurement) as soon as they are available.

H-GAC does not assume responsibility for the receipt of any Letters of Clarification by Respondent(s). Respondents should periodically check the website for updates.

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
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<tbody>
<tr>
<td>DATE ISSUED:</td>
<td>Friday, May 22, 2020</td>
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<tr>
<td>QUESTIONS DEADLINE:</td>
<td>Friday, June 05, 2020 @ NOON Central</td>
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<tr>
<td>CLOSING DATE:</td>
<td>Friday, June 19, 2020 @ 3:00 p.m. Central Delivered to direct link ShareFile inbox.</td>
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<tr>
<td>ESTIMATED CONTRACT START DATE:</td>
<td>July, 2020</td>
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**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 response due date and can be further extended by mutual written agreement.

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<thead>
<tr>
<th><strong>Respondent is REQUIRED to sign (in blue ink) this Signature Page and return with the submitted proposal.</strong></th>
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<tbody>
<tr>
<td>Legal Name of Entity/Individual Filed with IRS for this Tax ID Number:</td>
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<tr>
<td>Doing Business As (DBA) Name:</td>
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<tr>
<td>Is your business currently a Certified Small Business (SBA), Minority (MBE) or Disadvantaged (DBE)? YES_____ No ______ If yes, please attach copy of your certificate.</td>
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<td>Company Mailing Address:</td>
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<td>City, State, Zip Code:</td>
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<td>Billing Address (if different from company address):</td>
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<tr>
<td>Tax ID Number (EIN):</td>
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<td>Contact Person:</td>
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**Authorized Signature of the person authorized to bind your company to any contract/purchase order that may result from this Solicitation:**

| Authorized Signature: | Date: |
| Contact Person: | Phone Number: |

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.
PART I – GENERAL INFORMATION

Organization 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.

Metropolitan Planning Organization (MPO): Designated by the State of Texas as the MPO for the eight-county Houston-Galveston region, the H-GAC Transportation Department is responsible for transportation planning and policy-making, ensuring that expenditures for transportation projects and programs are based on a continuing, cooperative, and comprehensive planning process.

Project Background
Commute Solutions is a travel demand management program of the Houston-Galveston Area Council. Commute Solutions focuses on educating and motivating businesses and workers to choose more efficient ways to commute to work such as teleworking, car and vanpooling, transit use, use of active transportation and use of compressed or flexible work schedules. As these strategies maximize the efficiency of our region’s transportation infrastructure, the Commute Solutions reduces roadway congestion, improves air quality and quality of life for commuters throughout our eight-county service area (Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery, and Waller counties).

Commute Solutions actively partners with local governments, transportation agencies, employers and employer-based organizations, nonprofit organizations and educators to provide a range of Travel Demand Management (TDM) services including:

- Commuter surveys
- Zipcode analysis
- Onsite educational and outreach events
- Marketing materials Incentive program plans
- Telework program plans
- Employer recognition
- Training
- Expanded Emergency Ride Home (program to launch in 2021)

Telework is an important tool for business continuity and resiliency in addition to its ability to improving worker productivity, recruitment and retention. It can be a vital component of continuity planning should emergencies (e.g. health crisis, weather emergency, etc.) make conventional commuting difficult, impractical, or unadvisable. Teleworking can also be an important strategy for reducing corporate costs such as office space and employee parking. For many businesses, working from home also improves employee morale.
Objective
The Houston-Galveston Area Council (H-GAC) is seeking a Contractor to:

1. Evaluate and Update Commute Solutions Telework Program Services and Resources.
2. Develop two (2) telework training sessions that H-GAC staff can offer employers.
3. Assist H-GAC staff working with up to ten (10) Commute Solutions Partners (regional employers, including H-GAC as an employer, local governments, universities, property managers and developers) to review existing or implement new telework plans, policies and practices designed to maximize the benefits to both employers and their employees.

Specific tasks are outlined in the Scope of Work that follows and may occur simultaneously.

Scheduled Timeframe
The successful respondent should be prepared to begin study work in July, 2020. The initial contract term will be for twelve (12) months and contain a one (1) one-year option period for extension, based on contractor satisfactory performance and available program funding, at the discretion of the H-GAC Board of Directors. H-GAC reserves the right to extend and/or expand the scope of this contract, subject to H-GAC Board of Directors approval and/or additional funding availability.
Service Area
PART II – SCOPE OF WORK

Requirement
All materials developed for H-GAC related to this project will belong to Houston-Galveston Area Council and must feature H-GAC branding. Materials developed for specific employers may have H-GAC branding and/or employer branding. All documents submitted to H-GAC for review must be in an editable format (i.e. Word, Excel, PowerPoint, GIS, etc., not in a pdf); the final decision on project deliverables and content will remain with H-GAC. All deliverables should be delivered in an electronic format.

Task 1 – Evaluate and Update H-GAC’s Commute Solutions’ Existing Telework Resources and Training

The Contractor will analyze the effectiveness of and recommend updates to H-GAC’s Commute Solutions Program’s current digital telework resources for employers and employees. This update will expand available resources into a refined online toolkit that includes:

1.1 Update Commute Solutions’ existing tools for employers including the Sample Employee Telework Agreement, Sample Telework Plan, Tips to Implement a Successful Telework Program, and Online Resources (https://www.yourcommutesolution.org/Partners#Resources)

1.2 Expanded Commute Solutions’ resources for employers must include new tools designed to assist in the development, implementation and evaluation/update of an employer’s telework program, including:

- Telework Plan Template to be used by Employers to establish company program goals and objectives, strategies, guidelines, and metrics for evaluating the success of their programs.
- Data collection tools like Surveys/Questionnaires
- Telework policies and procedures templates for telework managers and employees that can be customized based on data collected online or in-person by H-GAC Staff or from the contractor, and from the worksite (employer and/or employee)
- Tools to assist with the identification and development of appropriate Information Technology resources;
- Job Suitability Assessment Guides
- Materials for educational events
- Case Studies featuring regional employers
- Other new and innovative tools and techniques that may be developed by the contractor.
**Task 1 Deliverables**

- Updates of the following resources Sample Telework Agreement, Sample Telework Plan, Tips to Implement a Successful Telework Program, Tips for Teleworkers and List of Additional Online Resources.
- Development of new resources including, but not limited to, Data Collection tools like Surveys/Questionnaires, Case Studies, Teleworker Success Stories, tools to assist with identification and development of appropriate Information Technology resources, Telework Plan Template, Telework Policy and Procedures Template, Job Suitability Assessment Guides, materials for educational events and other resources as recommended.
- Written report, in digital format acceptable to H-GAC, providing analysis and prioritized recommendations to enhance the services and resources provided by H-GAC’s Regional Telework program based on program goals, performance measures and national best practices.
- A written implementation plan in digital format acceptable to H-GAC, for incorporating the new and updated resources into the Commute Solutions program, including goals, objectives, evaluation methodologies, processes, and procedures. Estimates of the timeline and funding needed to implement these enhanced services must also be provided for each recommendation.

**Task 2 – Telework Training and Evaluation**

- Develop two (2) telework training sessions that H-GAC staff can utilize to train and offer to partner employers. The training sessions will need to be in a format that can be delivered virtually in and in-person.
- Develop a curriculum and presentation slides for “Telework 101” for Commute Solutions staff to present to employers that provide an overview of telework programs, their effectiveness and best practices on how to design and implement a telework program.
- Develop a written curriculum and presentation slides for an online “Telework 102” training/workshop that provides step by step instructions for developing, implementing, and evaluating an employer telework program. Evaluation and related implementation tools and templates should also be included. (Implementation tools for this workshop could be part of, or may complement the toolkit mentioned below).
- Develop an evaluation toolkit to evaluate the success of the training.
- Development of additional innovative tools and techniques for executing educational events.

**Task 2 Deliverables**

- A written “Telework 101” curriculum and presentation slides.
- A written curriculum and presentation slides for an online “Telework 102” training/workshop.
- Training for H-GAC staff regarding hosting and leading these new training sessions and utilizing all related materials.
- Other innovative tools and techniques that may be developed by the contractor for executing educational events.
Task 3 – Partner Telework Tool Review, Planning, and Implementation Assistance

Partners will be selected by H-GAC Staff and can be located in any of the eight counties in our service area (Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery, and Waller). Examples of partners include: regional employers, universities, developers, local governments, and property managers in their role as employers. These partners will be selected based on difficulty to begin and implement and telework program, and are viewed more as case studies for the purposes of this project.

H-GAC will accompany the contractor in all phases of working with the partners and all communications will be relayed to the partners via H-GAC staff.

- Work with up to ten (10) partner employers (H-GAC counts toward the ten) to develop, refine and implement telework plans.
- Examine employers’ internal policies and tools intended to support and guide the use of teleworking. Provide written recommendations for improvements to both program tools and implementation policies and practices.
- Develop performance metrics relevant to each employer and the plan to collect data needed to timely report performance to senior managers.
- Identify needed data on employer workforce characteristics and the potential for effective use of teleworking.
- Develop telework program implementation plans customized for each employer based on potential for teleworking, company culture, location, and performance goals. The plan should describe the potential for teleworking (number and type of candidate teleworkers); near term, mid-term and long range telework performance goals and outcomes; investment and training priorities to achieve performance goals; and a timeline for implementation of the plan.
- Prepare a report for each employer describing the strengths and weaknesses of the use of telework tools through its current policies, practices, and infrastructure (access to IT or other infrastructure needed to effectively telework).
- Provide customized tools and resources for each employer to complement their tailored plans, including but not limited to:
  - Policies and procedures manuals for telework managers and employees,
  - Training for telework managers and employees
  - Tools for implementation such as:
    - Telework agreements
    - Job suitability assessment guides
- Implementation support for each telework program once executed, including:
  - Regular meetings with H-GAC staff and participating employers to evaluate program effectiveness.
Task 3 Deliverables (all deliverables must be sent directly to H-GAC)

- A report for each employer describing the strengths and weaknesses of the use of telework tools
- A written recommendation for each employer concerning performance goals, plans and programs to support work team cohesion and morale, teleworker productivity, and policies or practices that incentivize or disincentivize telework use.
- A report of performance metrics relevant to each employer and the plan to collect data for performance reporting.
- Written telework program implementation plans customized for each employer based on potential for teleworking, company culture, location, and performance goals.
- Delivery of customized tools and resources for each employer to complement their tailored plans

Task 4 – Project Management Plan Development

- Provide a description of their project management plan that will be folded into H-GAC’s overall Project Management Plan (PMP). Elements in the Project Management Plan will include:
  - identifying responsibilities, coordination/communication procedures, and quality assurance and quality control procedures.
  - a project activity timeline for all contractor work (hereafter referred to as the Project Schedule). The Project Schedule will be a graphic schedule / timeline (Gantt chart), identifying the duration and/or tentative dates for all tasks, meetings and deliverables in this scope of services, as well as any other information deemed relevant by the H-GAC Staff, project partners, and the Contractor.
    - A plan for internal communications with their work team and with HGAC.
    - The Level of Effort for each Task and will identify the responsible task leaders.
- Prepare monthly invoices and monthly progress reports for review by H-GAC’s Finance Team by the 10th of each month. Monthly invoices and progress reports are required every month of the contract. (Templates will be provided by H-GAC.) Invoices for the same time period will accompany monthly progress reports for work performed by the Contractor and sub-contractor. Monthly progress reports will include, but not limited to, the following:
  - Activities, ongoing or completed, during the reporting period;
  - Activities planned for the following month;
  - Problems encountered and remedial actions taken;
  - Project status report detailing milestones completed and a tabulation of percent complete by task; and
  - Request for information from H-GAC, as needed, to complete work effort.
- Attend (key personnel only) bi-weekly project update meetings (in person, online, or via conference call) with H-GAC to discuss outstanding issues and necessary preparations for upcoming events and activities.
• If subcontracts apply - Prepare and execute contracts for all sub-consultants for this project. The Consultant will monitor sub-consultant staff activities and ensure sub-consultant adherence to schedules, as well as review and recommend approval of sub-consultant invoices. A copy of the sub-consultants’ executed contracts will be submitted to the H-GAC project manager within 30 days of the sub-consultants executed contract. H-GAC must approve all sub-consultants. Sub-consultant contracts must include H-GAC’s standard provisions. These documents are required per TxDOT guidelines and must be provided.

• Develop a Quality Assurance/Quality Control Plan that will address the process and procedures to ensure quality assurance and quality control for all consultant work.

Task 4 Deliverables

• Project Management Plan as described above in Task 4.
• Monthly invoices and progress reports, including all supporting materials identified in Task 4. This includes one electronic copy, acceptable to H-GAC, of the invoice and progress report with documentation submitted to the Transportation Finance department. An electronic copy of the progress report will also need to be submitted to the project manager.
• Sub-contractor contracts, if applicable) (one electronic copy of each) within thirty (30) days of sub-contractor’s contract execution.
• Quality Assurance/Quality Control Plan
PART III – SUBMISSION OF PROPOSAL
Submission of proposal will constitute acknowledgement and acceptance of all the terms and conditions contained within this Solicitation.

Instructions for Submission

Until further notice, H-GAC is alternatively accepting electronic proposals via Secure ShareFile location.

To submit a proposal, you must email the following information to purchasing@h-gac.com to receive an access invitation to upload a proposal response.

PROPOSALS WILL NOT BE ACCEPTED BY EMAIL.

1. Company Name
2. Company Representative Name
3. Representative Email Address (for ShareFile access invitation)
4. Solicitation Number

Complete Submission- Respondents are advised to carefully review all the requirements and submit all documents and information as indicated in this Solicitation. Incomplete proposals may lead to a proposal being deemed non-responsive. Non-responsive proposals will not be considered.

Timely delivery of Proposals- the Proposal must be delivered by the deadline described in the timeline for the specific RFP.

Late Proposals- the Respondent is responsible for ensuring on-time delivery of all submission requirements regardless of any other act or circumstance. Late proposals will not be considered nor accepted.
Pre-Award Audit (Prior to Contract Award)
Due to the amount and type of funding programmed for this program, H-GAC requires that a pre-award audit be conducted before the execution of a contract. The information required for this audit, in addition to a draft contract and detailed scope of work, is:

1. Detailed annual budget
2. 12-month project Schedule/Timeline
3. Itemized cost estimate by personnel job title (including hours), benefits, overhead, travel, equipment, supplies, printing and other direct expenses; and
4. Support data for the benefit and indirect rates (overhead) based on audited costs.
5. Federal OMB Form 60

Post Award Meeting
H-GAC reserves the right to require the awarded respondent 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 respondent and H-GAC will identify specific goals, strategies and activities planned for meeting program objectives.
PART IV - PROPOSAL CONTENTS
Proposals must include the information described below. Staff resumes, and any additional forms, should be included as an appendix to the submittal and do not count towards any section page limits noted below.

A. Summary Letter
This letter should include a summary of key aspects of the contractor’s qualifications and should 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.

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

C. Narrative Statement
This narrative should detail your organization’s experience and your planned service model. Joint proposals should describe how the partners will support each other in ensuring a successful outcome.

D. Project Work Program and Schedule
The consultant should detail their approach to undertaking the tasks listed in this Solicitation. A recommended methodology for performance of each task identified in the scope of work should be included, along with a timeline for completion. The timeline should illustrate key milestones and anticipate necessary meetings with H-GAC staff. (Maximum 3 pages)

E. Level of Effort
Respondents are not required to submit a budget of categorical costs in their proposals but should indicate the approximate percentage of the level of effort that will be required for each task. Respondents should be prepared to provide a detailed budget in a timely fashion should they be

F. Project Organization and Management
A project organization and management plan should be developed. The plan should include project staffing with an indication of the personnel to be involved, their respective roles, and person-hours by task dedicated to the project. A general summary of the approach to be used in accomplishing the work should be given. The contractor should describe functions and responsibilities of the firms and staff involved. Proposals should clearly delineate all individuals, by names and titles that will be working on this plan and their areas of responsibility. If substitutes or back-up personnel are planned on a contingency basis, they should be indicated in the plan. (Maximum 5 pages)

G. Responsibility and Qualifications
The project manager and other key staff members must be specified, and a clear indication given as to their involvement in the project. Brief resumes of staff members, including field staff, should 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 consultant. 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)
H Readiness and Capacity to Perform
Respondent must provide satisfactory evidence of its 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.

I. References and Samples
The respondent must submit a list of references and examples of previous work performed for those references listed to substantiate the qualifications and experience requirements for all similar services completed within the past twenty-four (24) months and samples of work completed for any references within the last ten (10) years. 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 response will be disqualified if H-GAC is unable to verify qualification and experience requirements from the respondent’s references. The H-GAC’s proposal evaluation team will be the sole judge of references. (Maximum 3 pages)

J. 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)
Please complete the applicable section 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 proposal 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.

K. Other
Submit any information the Respondent deems pertinent to demonstrating its qualifications to perform the services being requested such as memberships in any professional associations, documents, examples, and others. (Maximum 10 pages)
PART V – TERMS AND CONDITIONS

By submitting a proposal, 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.

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 proposal, are considered public information, unless otherwise noted in the proposal 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 responses 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. 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.

C. 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.
D. 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 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 Proposal 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 proposal.

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

F. Interpretation of Specifications
The specifications and/or product references contained herein are intended to be descriptive rather than restrictive. H-GAC is soliciting proposals 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.

G. Ownership of Materials
Ownership of all data, materials and documentation originated and prepared for H-GAC pursuant to this Solicitation and the resulting contract will belong exclusively to H-GAC.

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.

Pursuant to the Federal Rule above, 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](https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting).

<table>
<thead>
<tr>
<th>Funding Source for this Solicitation</th>
<th>Supplemental Regulation by Funding Agency</th>
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<tbody>
<tr>
<td><strong>X</strong> 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: <a href="https://txdot.txdotcms.com/">https://txdot.txdotcms.com/</a></td>
<td></td>
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<tr>
<td>U.S. Environmental Protection Agency (EPA): Title 40 Code of Federal Regulations parts 33, Executive Order 11625, Executive Order 12138, and Executive Order 12432.</td>
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<td>U.S. Department of Commerce (DOC): Title 48 of the Code of Federal Regulations, Chapter 13, Subchapter D.</td>
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<td>U.S. Department of Energy (DOE): Title 48 of the Code of Federal Regulations, Chapter 9, Subchapter D.</td>
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<td>U.S. Department of Agriculture (USDA): Title 48 of the Code of Federal Regulation, Chapter 4, Subchapter D.</td>
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<td>U.S. Department of Homeland Security (DHS) including FEMA: Title 48 of the Code of Federal Regulation, Chapter 30, Subchapter D.</td>
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<td>U.S. Department of Health and Human Services (DHHS): Title 48 of the Code of Federal Regulation, Chapter 3, Subchapter D.</td>
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<tr>
<td>U.S. Department of Justice (DOJ): Title 48 of the Code of Federal Regulation, Chapter 29, Subchapter D.</td>
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Additional 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
- City of Austin, Small Business Development
- Corpus Christi Regional Transportation Authority
- North Central Texas Certification Agency
- South Central Texas Certification Agency
- Texas Department of Transportation
- The Small Business Administration
- Women’s Business Enterprise National Council (WBENC)
- National Women Business Owners Corporation
- National Minority Supplier Development Council (NMSDC)
- U.S. Women Chamber of Commerce
- U.S. Department of Transportation DBE Program
- SBA Women-Owned Small Business (WOSB) Program Certification

L. Payment for Work
The consultant 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 the invoices must be accompanied by progress reports (text) and backup documentation.

M. Payment Terms
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 proposal. 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).

O. Conflict of Interest Questionnaire (If awarded a contract)
Chapter 176 of the Texas Local Government Code requires contractors and consultants 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 bid/proposal response 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. All responses to inquiries about the Solicitation and attachments will be posted on the H-GAC website as often as possible. Visit http://www.h-gac.com/procurement to access the Solicitation page. H-GAC has sole discretion and reserves the right to cancel this Solicitation or to reject any or all proposals received prior to the contract award. H-GAC reserves the right to waive any formalities concerning this Solicitation, or to reject any or all proposals or any part thereof.

R. 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 bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

S. Equal Employment Opportunity

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.

T. 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 proposal, as indicated the Proposal Contents section of this RFP. Contractor will comply will all applicable federal law, regulations, executive orders, policies, procedures, and directives.
U. Byrd-Anti Lobbying Amendment


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 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.

V. 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).
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. 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.

Z. 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.
AA. 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) 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) 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) 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.

BB. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding $100,000 or a Federal loan or loan guarantee exceeding $150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly.

CC. Management Plans/Consortiums, etc.

Consortiums, joint ventures, or teams submitting proposals will not be considered 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.

DD. 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.
EE. 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.

FF. 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.

GG. 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.

HH. Warranty and Copyright
Proposals must include all warranty information, including items covered, items excluded, duration, and renewability. Proposal must include proof of licensing if you are using third party code for programming.
II. 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 VI - EVALUATION AND RANKING PROCESS

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

Each criterion is given a weight totaling 100%, proposals are scored on a raw score scale of 1-5 and proposals 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.

A. Selection Process
Upon review of all information provided by Respondents, the evaluation committee will rank each proposal on the total score of the written proposal. H-GAC intends to select a proposal 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.

B. Contract Award
A recommendation will be presented to the H-GAC Board of Directors for approval to negotiate, and execute, a contract with the ranked Consultants 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 Tuesday, July 21, 2020. 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 proposals as deemed in its interest.

C. Debriefing
Requests for a debriefing must be made in writing to purchasing@h-gac.com within one week of 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 selected ITBs or RFPs, to non-responsive or non-timely Respondents/bidders, or when all proposals/bids are rejected.

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

E. Best and Final Offer
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, the Best and Final Offer would consist of updated costs as well as answers to specific questions that were identified during the evaluation of Proposals. If H-GAC chooses to invoke this option, Proposals would be re-evaluated by incorporating the information requested in the Best and Final Offer document, including costs, and answers to specific questions presented in the document. The specific format for the Best and Final Offer would be determined during evaluation discussions. Turnaround time for responding to a Best and Final Offers document is usually brief (i.e., five (5) business days).
F. Evaluation Criteria

**Responsiveness to Proposal (Pass/Fail)**
Proposal must be responsive to all material requirements that will enable the evaluation committee to evaluate proposals in accordance with the evaluation criteria so as 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, or a documented “good faith effort” provided, if subcontracts are to be let.

**Qualifications and Experience (35%)**
Overall qualifications of company as demonstrated in detailed narrative statement and qualifications statement and experience and effectiveness in providing teleworking services described above for organizations. Has demonstrated capability to provide the services outlined in the Solicitation; relative licenses or registrations are provided, if applicable. Demonstrates satisfactory evidence of its ability to manage and coordinate the types of activities and ability to commit to the project.

**Methodology and Approach (30%)**
The proposal delineates an effective technical approach and methodology to achieving project objectives and demonstrates a clear understanding of the tasks to be undertaken in this RFP. Timeline is acceptable and illustrates key milestones.

**Budget (20%)**
Budget listing expenditures related to each task including hourly rates and staff hours for key project team members and the total cost of the proposed work program.

**Past Performance (10%)**
Demonstrated track record of timely performance, quality and integrity as evidenced by a list of client references for similar, relevant work performed. Samples of materials developed in the past (2) years for similar projects.

**References (5%)**
Three (3) references listing organizations the Contractor or Team worked for on similar telework projects within the last ten (10) years. Please include contact name, title, organization, email address, phone number, project descriptions, and start and end dates.
PART VII – INSTRUCTIONS TO RESPONDENTS

A. Pre-Proposal Conference
A pre-proposal conference will not be held for this Solicitation.

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

B. Inquiries and Additional Information
Respondents can submit questions in writing by e-mail to Purchasing@h-gac.com by the date and time specified in this Solicitation as the Questions deadline. Questions received after the deadline date and time will not be answered.

No telephone inquiries will be accepted or considered. The Houston-Galveston Area Council 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 they are available. The names of prospective proposers who submit questions will not be disclosed.

C. 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 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 proposal responses. 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 should periodically check the website for updates.

D. Examination of Documents and Requirements
Each Respondent will carefully examine all Solicitation documents and thoroughly familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this Solicitation.

Before submitting a Proposal, each Respondent will be 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.

E. Modification of Proposal (Before Submission Deadline)
Respondents may modify proposals that have already been accepted by providing a written modification to H-GAC. However, no proposals may be modified after the deadline for submission.

F. Non-Responders to Solicitation
If unable to submit a proposal, please advise in writing the reason for not submitting a proposal to: Purchasing@h-gac.com
PART VIII – CHECKLIST OF REQUIRED FORMS TO BE SUBMITTED WITH RESPONSE

Forms can be downloaded at: http://www.h-gac.com/procurement

☐ 1. Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Affirmation Form (if subcontracts are to be let)
☐ 2. Signed Signature Page (located on Page 2)

PART IX - REQUIRED FORMS IF AWARDED A CONTRACT

Forms can be downloaded at: http://www.h-gac.com/procurement

1. Certification Regarding Debarment
2. Conflict of Interest (if a conflict exists)
3. Verification of filing – Form 1295
4. Byrd Anti-Lobbying Certification
5. New Company Set-Up Form
6. Copy of W-9

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