

RFP-22-476-MED.CO-BROADBAND

Request for Proposal MEDINA COUNTY BROADBAND PROJECT 2022 - 2023



Procurement Department
2700 NE Interstate 410 Loop, Suite 101
San Antonio, TX 78217
Office (210) 362-5228
Fax (210) 225-5937

RFP Release Date: December 8, 2022 5:00 pm
RFP Q&A Responses: December 20, 2022 4:00 pm
Response Deadline: January 6, 2023 4:00 pm

RFP Links: <http://www.aacog.com/bids.aspx>

Notice: Prospective proposers who receive this document from a source other than AACOG should immediately contact AACOG and provide their name, company, and email address in order that an addendum to the RFP or other communication can be delivered. Any prospective proposer who fails to provide the agency with this information assumes complete responsibility for complete submission requirements.

ALAMO AREA COUNCIL OF GOVERNMENTS

Medina County Broadband Project

Issuance Date	December 8, 2022
Response Deadline	January 6, 2023
Submission Address	Alamo Area Council of Governments 2700 NE Loop 410, Suite 101 San Antonio, Texas 78217 Attn: Procurement Dept.
Vendor Contract Start Date	February 1, 2023
Vendor Contract End Date	January 31, 2024
Requests for Technical Assistance	Requests for technical assistance must be submitted by email to: E-mail: duguarte@aacog.com Phone: (210) 362-5302

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PART 1.0 – SCOPE OF REQUEST

1.1 PURPOSE OF REQUEST FOR PROPOSALS (RFP)

The Alamo Area Council of Governments (AACOG), on behalf of Medina County, is seeking proposals from contractors to build out high-speed broadband internet in two (2) communities.

The proposed project will increase access to high-speed broadband internet to Villa d’Alsace in Castroville and Lake Shore Estates in Lytle. Both project areas have access to only DSL service over outdated AT&T copper infrastructure and fixed wireless broadband and satellite internet. These do not have the capability to meet FCC baseline standards of speed, capacity and reliability. In addition to outdated infrastructure, these areas were developed without further consideration for telecommunications in the underground utility infrastructure.

Medina County will oversee the installation of fiber optic cable and support structures to provide high-speed internet access. This will provide broadband service to over 250 homes in these two (2) communities. The County is seeking to contract with a supplier (Bidder) to construct a fiber to the premise network for the homes in these communities under the supervision of the AACOG and Medina County. Contractors must follow U.S. Department of Commerce Economic Development Administration Standard Terms And Conditions For Construction Projects, Title II of the Public Works and Economic Development Act of 1965 Public Works and Economic Development Facilities and Economic Adjustment Assistance Construction Components, dated March 22, 2021.

1.2 BACKGROUND INFORMATION

1.2.1 Alamo Area Council of Governments (AACOG)

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

It is AACOG’s policy to treat all persons, potential members, vendors, Contractors, subcontractors, providers, suppliers, and others fairly, equitable, in a nondiscriminatory manner. AACOG employees, as public servants, will execute their duties in a fair and legal manner, avoiding actual or perceived conflicts of interest.

Medina County is a political subdivision of the state of Texas. The Texas Legislature designated the county in 1848. The county covers approximately 1,335 square miles. As of the 2020 census, Medina County has a population of 50,748.

1.2.2 Funding Sources

The Project is being funded through a grant from the U.S. Department of Commerce Economic Development Administration (EDA) and Medina County.

1.3 SCOPE OF WORK

1.3.1 Functional Requirement

- Fiber outside plant
 - The network shall be fiber to the premise network
 - The bidder can propose either a PON network or home run fiber to the premise
 - The outside plant of the network shall be able to support 10Gbps symmetrical service with an initial delivered speed to each end user location of at least one (1) Gbps symmetrical
 - If a PON architecture is proposed this will conform to the NG-PON2 standard ITU-T G.989 or G.9804 if the bidder desires
 - The network shall enable connection to each home in the two (2) areas with backhaul connection to a point of interconnection with the central electronics
 - This location shall be connected via a middle mile facility to Internet backbone core facilities
 - Redundant middle mile connections are preferred and shall be noted and priced separately
 - Middle mile facilities shall be sized to conform to the requirements specified in the Service performance section, below
- Construction elements
 - The plant shall be installed underground
 - Pedestals to be installed in easement at engineered intervals to make each address serviceable with a drop cable as customers desires service
 - Such drop cable shall be installed in ducts or conduit to the customer home
 - The fiber shall be installed in conduit or ducts adequate to support the installation of at least one (1) spare cable of comparable size to the primary service cable installed
 - Utility locates are required and it is the contractor's responsibility to coordinate permitting
 - Trenching shall take place in private easement
 - Trenching shall be between 18-24" and micro trenching is permitted
 - Bidders proposing micro-trenching shall provide information of their experience with the technology or the experience of their subcontractor if the work will be subcontracted.
 - Boring shall be performed under existing roadways

- Adequate and appropriate restoration shall be performed
- Service installation and activation
 - Upon customer request a drop cable and network termination device shall be installed to the home
 - Interior CPE shall provide for no less than four (4) ethernet ports capable of supporting the 1g symmetrical service and Wi-Fi operating at least at the Wi-Fi 6 standard
 - Interior CPE shall have provision for customer optional battery backup which can be integrated with the CPE to provide no less than two hours of service
 - The bidder shall provide a checklist of the process for connecting a new customer, installing CPE and service activation and initial testing
- Central site equipment
 - Central site equipment shall be sized to accommodate all potential subscribers without adding new main frames (e.g. only additional plug-in cards)
 - The equipment shall be housed in conditioned space sufficient to maintain the equipment within equipment vendor environmental specifications
 - The equipment and associated CPE shall be of current manufacture and with a service life of at least 15 years
 - Preference is given to US based manufacturers
 - The central site shall have back up power for at least 48 hours with battery backup of at least six (6) hours and associated surge isolation
 - This backup power shall cover all central site equipment both upstream and downstream, plus any needed HVAC
 - Bidders shall describe the process of remote access, monitoring, upgrade, and configuration
 - Bidders shall identify the location of the central site equipment and how it will connect to the last mile networks in Ville d'Alsace and Lake Shore Estates.
- Service performance
 - The system to the customer premise shall provide no less than 1gbps symmetrical service as measured at one of the hardwire ethernet ports on the CPE
 - The service shall operate with 99.99% overall reliability and at least at 80% of rated speed 95% of the time
 - The network design documentation shall specify the proposed speed of the middle mile facility at 20, 50, 80 and 100% customer connections and interconnecting backhaul point of core Internet interconnection
 - Latency - 95 percent of latency measurements must fall at or below 100 milliseconds round-trip time.
 - Latency and speed testing shall be consistent with the

requirements for an FCC designated IXP¹ as per the BEAD NOFO from the NTIA

1.3.2 Network Architecture

- As part of the earlier work for this project the County undertook a preliminary network design for the Ville d'Alsace area. These are provided as guidance for bidders although the final designs may deviate from these. Comparable designs shall be used both at Ville d' Alsace and Lake Shore Estates. Feeder cables shall be appropriately sized with 100% spare fibers against the PON design; the preliminary designs utilize 96 and 48 fiber cables. Note that these designs are for a hybrid aerial/buried system.

1.4 CONTRACT AND PAYMENTS

1.4.1 The contract is for 12 months, beginning February 1, 2023 and ending January 31, 2024.

1.4.2 AACOG shall not be liable for any costs incurred by Contractor in the performance of this RFP.

1.4.3 Contractor hereby agrees and acknowledges that Contractor shall not have any claim against AACOG in the event AACOG loses funding from its sources and is unable to continue with this collaboration. In the event of a loss of funding, Contractors will be paid for approved work completed prior to the loss of funding.

1.5 CONTRACTOR REQUIREMENTS

1.5.1 The Contractor will be required to complete an AACOG Vendor Packet and a (BBA) Business Associate Agreement. (See attachments)

1.5.2 The Contractor must ensure that clients are at all times treated respectfully and professionally. The Contractor's staff must conduct themselves in a professional manner at all times.

1.5.3 Contractor must be licensed, certified and prepared to adhere to, when performing work. Contractors should expect unannounced monitoring of records and work sites by AACOG staff as well as various agencies from the U.S. Government.

1.5.4 Upon completion of the project, the Contractor must remove all debris from the job site and dispose of it in a proper and responsible manner.

1.5.5 The Contractor will take all precautions necessary to protect all existing trees, shrubbery, plants, sidewalks, buildings, vehicles, etc., in the work area.

1.5.6 The work must be completed in a timely and expeditious manner. The Contractor is expected to provide bi-weekly progress reports to AACOG

¹ See *Performance Measures Reconsideration Order*, 34 FCC Rcd at 10114-16, paras. 17-19

indicating work schedule and work status. AACOG will provide the Contractor with the maps and description of the areas for the project.

- 1.5.7** The Contractor and its subcontractors are considered independent Contractors and shall indemnify and hold harmless AACOG, AACOG staff and program clients from all claims arising out of work performed.
- 1.5.8** The Contractor must furnish all labor and on-site supervision pursuant to completion of the broadband infrastructure installation within the identified project area in Medina County.
- 1.5.9** Contractor must rebuild, repair, restore and make good at his/her own expense all injury and damage to same which may result from work being performed under this contract.
- 1.5.10** The Federal Privacy Act of 1974 and related state law and regulation regulate the proper disclosure of individually identifiable information and/or records. Contractor must take special precautions to protect confidential information from loss, authorized use, access, disclosure, modification and destruction.
- 1.5.11** Performance of this RFP and all work or obligations covered by and arising out of this RFP shall be at the risk of Contractor exclusively. To the fullest extent permitted by law, Contractor shall, with respect to all work or obligations covered by or arising out of the this RFP, or the performance thereof, indemnify, hold harmless and defend AACOG and each of its officers, partners, joint venture partners, representatives and/or employees from and against any and all allegations, losses, claims, actions, demands, damages, liabilities, or expenses (including costs, expenses and attorney's fees), arising directly or indirectly from this RFP, or the performance thereof.
- 1.5.12** Contractor is responsible for any job-related illness or injury to workers in their employment, and shall indemnify and hold harmless AACOG personnel and in the event an on-the-job illness or injury occurs.

1.5.13 CFR 41 Part 60-3/4/20/50 – Obligations of Contractors and Subcontractors

These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime Contractors and subcontractors take affirmative action to employ and advance in employment qualified protected veterans, qualified individuals with disabilities and all individuals without regard to race, color, religion, sex, or national origin.

1.6 SERVICE AREA

The Service Area for this RFP is Villas d' Alsace in Castroville, Medina County, Texas, and Lake Shore Estates in Lytle, Medina County, Texas.

1.7 PROCUREMENT STANDARD

It is the policy of AACOG to conduct procurement in a manner that provides for full and open competition. An award will be made only to an organization possessing the qualifications and demonstrated ability to perform successfully under the terms and conditions of a contract. The services solicited under this RFP are procured under the Competitive Proposal Method through Informal (phone, email, fax) and formal (RFP) methods.

PART 2.0 - SUBMISSION INFORMATION

2.1 RESPONSE DEADLINE

The Request for Proposal (RFP) will be posted on **Wednesday, December 8, 2022**. Proposals may be submitted **January 6, 2023**. Official receipt of proposals submitted will be by entry on an proposal receipt log. A receipt form will be issued upon request. Respondents who mail an proposal will be sent a copy of the receipt form upon request. Proposals maybe hand-delivered prior to the stated deadline between 8:00 a.m. and 5:00 p.m. Monday through Friday or mailed to the following address:

AACOG
Procurement Department
2700 NE Interstate 410 Loop, Suite 101
San Antonio, TX 78217

Proposals submitted by mail, courier or overnight mail services will be received (Monday through Friday) at the above address from: no later than **January 6, 2023**. Faxed or e-mailed proposals will not be accepted.

Modifications or amendments to an proposal must comply with the requirements and response deadline. A respondent may withdraw an proposal at any time during the procurement process by submitting a written request to the

AACOG
Contract and Procurement Manager
Procurement Department
2700 NE Interstate 410 Loop, Suite 101
San Antonio, TX 78217

2.2 PROCUREMENT SCHEDULE

All time noted on the Procurement Schedule (Page 1) is Central Standard Time. Dates posted are subject to change. Entities requesting a copy of the RFP, submitting a request for technical assistance or registering for the conference call will be notified in writing of any changes in the procurement schedule.

2.3 TECHNICAL ASSISTANCE

2.3.1 AACOG will accept questions submitted via electronic mail until **December 16, 2022 @ 5:00 pm**.

2.3.2 An Addendum to the RFP, to include all questions received will be posted to the AACOG website and the ElectronicState Business Daily website by **4:00 pm on December 20, 2022**.

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

Contracts and Procurement Manager
Alamo Area Council of Governments
Procurement Department
2700 NE Interstate 410 Loop, Suite 101
San Antonio, TX 78217
duquarte@aacog.com

- 2.3.4** During the period between the date AACOG issues this RFP and the date of the selection of the Contractors by AACOG, if any, Respondents shall restrict all contact with AACOG and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in Section "Inquiries and/or Discrepancies" in the specified manner. Do not contact members of the Board of Directors, other employees of AACOG or any of AACOG's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Respondent. The communications prohibition shall terminate when the contract is executed by the Contractor and AACOG.

- 2.3.5** Prohibited communications includes direct contact, discussion, or promotion of any Respondent's proposal with any member of AACOG's Board of Directors or employees except for communications with AACOG's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Respondents, assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

2.3.5.1 Communications between a potential Contractor, service provider, bidder, respondent, lobbyist or consultant and any member of AACOG's Board of Directors.

2.3.5.2 Communications between any director and any member of a selection or evaluation committee.

2.3.5.3 Communications between any director and administrator or employee.

- 2.3.6** The communications prohibition shall not apply to the following:

2.3.6.1 Communications with AACOG's purchasing agent specifically named and authorized to conduct and receive such communications under this RFP or upon the request of AACOG, with AACOG's general counsel.

2.3.6.2 Presentations made to the Board of Directors during any duly noticed public meeting.

2.3.6.3 Nothing contained herein shall prohibit any person or entity from publicly addressing AACOG's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP or in connection with a presentation requested by AACOG's representatives.

2.4 AVAILABILITY OF REQUEST FOR PROPOSALS

The RFP will be posted as noted on Page 1, RFP Links, or at the request of the proposer, by contacting procurement staff at the above fax or e-mail beginning **November 29, 2022**. The RFP is also available at the above address from 8:00 a.m. – 5:00 p.m., Monday through Friday (except for holidays). Any interested party that receives this RFP by means other than directly from AACOG is responsible for notifying AACOG that it has received an RFP package so that when an addendum to this RFP is issued the information can be provided to all interested parties.

2.5 PROPRIETARY INFORMATION AND THE PUBLIC INFORMATION ACT

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

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

PART 3.0—GENERAL INFORMATION & ADMINISTRATIVE REQUIREMENTS

3.1 ELIGIBLE PROVIDERS

- 3.1.1** AACOG expects to receive proposal statements from established and knowledgeable entities with demonstrable expertise in the tasks required. The proposer(s) selected for contract will become an approved AACOG vendor and responsible for tasks outlined in the SOW.
- 3.1.2** It is the policy of AACOG to encourage participation by small and historically underutilized businesses (HUBs), as defined in Government Code, Chapter 2161, as Contractors to AACOG. It is the goal of AACOG to include HUBs in at least ten percent (10%) of the total value of contracts awarded annually.
- 3.1.3** To be eligible for consideration:
- 3.1.3.1** Licensed to do business in the State of Texas.
 - 3.1.3.2** Document three (3) years of experience in broadband, high-speed internet construction and installation.
 - 3.1.3.3** Licenses and certifications associated with construction and installation of broadband infrastructure.
- 3.1.4** AACOG is prohibited from contracting with any entity debarred, suspended, or otherwise excluded from or ineligible for participation. Accordingly, a contract requires Contractors to certify that they are in compliance with the Federal regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98-510, Participant's Responsibilities. The Contractor must certify that to the best of its knowledge and belief that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
- 3.1.5** Proposers must be knowledgeable of broadband/high speed internet infrastructure or other related broadband topics and research, including statutes, regulations, rules and policies and all services outlined within this RFP and must accurately apply them in developing the RFP response.
- 3.1.6** Respondents must possess the knowledge, experience and expertise, professional judgment and capacity within their organization to perform the services and activities requested under this RFP, and meet high standards for public service and fiduciary responsibility.

3.2 CONTRACT INFORMATION

- 3.2.1** TYPE OF CONTRACT: This Request for Proposal may result, assuming a Contractor is selected and an award made. There will be no guarantee of work assigned or awarded.
- 3.2.2** CONTRACT PERIOD: It is the intent of AACOG and Medina County to

execute a contract for the delivery of services identified for an initial period of beginning on or about **February 1, 2023 and ending January 31, 2024**. AACOG reserves the right to terminate a contract at any time based on Contractor performance or noncompliance, however, no contract under this RFP will exceed 12 months.

- 3.2.3** ADDITIONAL FUNDING: AACOG reserves the right to expand the contract to include additional tasks in the proposal response that AACOG deems beneficial to the area.
- 3.2.4** REASSIGNMENT: In the event a Contractor fails to perform as required, AACOG reserves the right to terminate the contract early and assign the contract in whole or in part to a comparably ranked proposer/proposal obtained through this procurement, subject to successful contract negotiations.
- 3.2.5** By 30 days written notice by either party provided that Contractor shall be required to satisfactorily complete all projects in progress at the time notice is given.
- 3.2.6** In the event of a breach of this RFP by either party hereto that is not remedied within five (5) working days after delivery of written notice of such breach, the non-breaching party may terminate this RFP by providing ten (10) days written notice to the other party of their intent to terminate this RFP.

3.3 GOVERNING PROVISIONS AND LIMITATIONS

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

- 3.3.1** The proposal, if accepted, will become the basis for the contract scope of work.
- 3.3.2** Respondents must submit a comprehensive proposal for all services solicited. Any proposal that is not comprehensive will be deemed non-responsive.
- 3.3.3** The only purpose of this RFP is to ensure uniform information in the solicitation of proposals for the procurement of identified services. This RFP is not to be construed as a purchase agreement, contract or as a commitment of any kind; nor does it commit AACOG or Medina County to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by AACOG.
- 3.3.4** AACOG and Medina County reserve the right to accept or reject any or all proposals received, to cancel or reissue this RFP in part, or its entirety.
- 3.3.5** AACOG and Medina County reserve the right to award a contract(s) for any services solicited in this RFP in any quantity AACOG determines is in its best interests.

- 3.3.6** AACOG and Medina County reserve the right to extend, shorten, increase or decrease any contract awarded as a result of this RFP.
- 3.3.7** AACOG and Medina County reserve the right to request additional information, clarification of or explanation for any aspect of a response to this RFP.
- 3.3.8** AACOG and Medina County reserve the right to waive any minor defect in the procurement process or to correct any error(s) and/or make changes to this solicitation it deems necessary. AACOG will provide notifications of any changes in this RFP to all interested parties having requested or received a copy of this RFP.
- 3.3.9** AACOG and Medina County reserve the right to negotiate the final terms of any and all contracts or agreements with selected proposers and any such terms negotiated as a result of this RFP may be renegotiated and/or amended in order to successfully meet the needs of the regional area.
- 3.3.10** AACOG and Medina County reserve the right to contact any individual, agency, employer or granting agencies listed in an proposal, contact others who may have experience and/or knowledge of the respondent's relevant performance and/or qualifications; and to request additional information from any and all respondents.

AACOG and Medina County reserve the right to conduct on-site reviews of records, systems, procedures, including credit and criminal background checks of any entity selected for funding under this RFP. This may occur either before or after the award of a contract or agreement. Any misrepresentation of the proposer's ability to perform as stated in the RFP response may result in the cancellation of any contract or agreement awarded.

- 3.3.11** AACOG and Medina County reserve the right to withdraw or reduce the amount of an award or to cancel any contract or agreement resulting from this RFP if adequate funding is not received by AACOG from funding sources or due to legislative changes.
- 3.3.12** Respondents shall not, under penalty of law, offer or provide any gratuities, favors or anything of monetary value to any officer, board member, employee, proposal evaluator, or agent of AACOG or elected official for purposes of having an influencing effect on this procurement.
- 3.3.13** Respondents shall not attempt in any manner to advocate for, lobby or otherwise attempt to influence any officer, board member, employee, proposal evaluator, or agent of AACOG or elected official for purposes of having an influencing effect on this procurement.
- 3.3.14** No officer, board member, employee, proposal evaluator, or agent of AACOG shall participate in the selection, award or administration of a contract if a conflict of interest, or potential conflict, is involved.

- 3.3.15** Respondents shall not engage in any activity that will restrict or eliminate competition. Violation of this provision will cause a respondent's proposal to be disqualified and rejected. This does not preclude joint ventures or subcontracts.
- 3.3.16** The contents of a successful proposal will become a contractual obligation if selected for the award of a contract. Failure of a respondent to accept this obligation may result in cancellation of an award. No plea of error or mistake shall be available to successful proposer as a basis for release from proposed services at the stated price/cost. Any damages assessed by AACOG and Medina County as a result of a successful proposer's failure to contract with AACOG and Medina County may be recovered from the proposer.
- 3.3.17** A contract with a selected proposer may be withheld, at the discretion of AACOG and Medina County, if issues of contract or questions of non-compliance, questioned/disallowed costs, audit/monitoring findings or legal issues exist, until such issues are satisfactorily resolved.
- 3.3.18** AACOG and Medina County are exempt by law from paying State Sales Tax and Federal Excise Tax.
- 3.3.19** Contractor shall retain all records for a minimum period of seven (7) years after AACOG makes final payment and all other pending matters are closed. This requirement is to assure fair settlement of disputes or complaints that may arise, as well as to fulfill federal audit requirements. This requirement survives the termination of this RFP for any reason.
- 3.3.20** Contractor shall submit to AACOG all documentation or forms required by funding sources, including materials, tools, equipment and other specifications as required by AACOG, Medina County, EDA, EPA, DOL, etc. This requirement survives the termination of this RFP for any reason.
- 3.3.21** Contractor shall keep all work documentation in a separate client file for each housing unit weatherized.
- 3.3.22** KNOWN OR SUSPECTED INCIDENT OF FRAUD: As the weatherization program is state and federally funded, any known or suspected incident of theft, fraud or program abuse involving Contractor or its employees or its subcontractors' employees will be reported immediately by AACOG to the affected funding source for appropriate action. Contractor is likewise required to report to AACOG any suspected theft, fraud or program abuse committed by any person or entity including Contractor's employees, subcontractors, or agents. Contractor may not discriminate against any employee or other person who reports a violation of the terms of this contract or of any law or regulation to AACOG or to any appropriate law enforcement authority, if the report is made in good faith.
- 3.3.23** NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: Contractor provides its assurance that it will comply with all requirements of applicable Federal and State laws that no person providing or receiving services under this contract will be excluded from participation, or be

otherwise subjected to discrimination because of race, color, religion, gender, sexual orientation, national origin, age, disability or political affiliation or belief.

3.4 ADMINISTRATIVE REQUIREMENT AND LIMITATIONS

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

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

3.4.2.1 Performance bonding: \$500,000

3.4.2.2 General Liability: \$1,000,000

3.4.2.3 Personal Injury: \$500,000

3.4.2.4 Property damage: \$500,000

3.4.2.5 Automobile Liability: \$500,000 per occurrence

3.4.3. EXECUTION OF AGREEMENT/PERFORMANCE AND PAYMENT BONDS

3.4.3.1 Performance Bonds - Requires all prime contractors which enter into a formal contract in excess of \$100,000 with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to obtain a Performance Bond in the amount of the contract before commencing with work.

3.4.3.2. Payment Bonds- Requires all prime contractors which enter into a formal contract with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to furnish to the governmental entity a payment bond in the amount of the contract. The payment bond must be filed within 30 days from the date of the Notice of Award:

- (1) Municipalities: If the contract is in excess of \$50,000, a payment bond is required.
- (2) Counties: If the contract is in excess of \$25,000, a payment bond is required.

3.4.3.3. The failure of the successful bidder to execute the agreement and supply the required bonds within thirty (30) days from the date of the notice of award, or within such extended period as the OWNER may grant, shall constitute a default and the OWNER may, at its option, either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the OWNER may charge against the bidder the difference between the amount of the bid, and the

amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the OWNER for a refund.

- 3.4.3** Respondents must be able to demonstrate the necessary administrative and fiscal capability necessary to successfully provide required services and to meet the financial accountability requirements of federal grants when applicable (or if funding becomes available).
- 3.4.4** AACOG sponsored Contractors must agree to comply with the US Department of Commerce – Economic Development Administration (EDA) and AACOG rules, policies, directives, procedures, and plans and unilateral contract modifications.
- 3.4.5** AACOG Contractors are subject to compliance monitoring. At any time during normal business hours, and as often as deemed necessary, AACOG, EDA or any of their duly authorized representatives shall have complete access to any books, invoices, payrolls, time sheets, or any other records or papers which are related to a contract resulting from this RFP for the purpose of verifying contractual, program and financial compliance with all applicable laws, rules, regulations and policies.
- 3.4.6** Contractor must provide reports upon demand as may be requested or required by AACOG.
- 3.4.7** Private for-profit corporations submitting an proposal must include a statement signed by an authorized representative of the corporation authorizing submission of an proposal.
- 3.4.8** AACOG shall require the Contractor to remove any employee or staff member from the contract who is alleged (accused, arrested, or charged) to have committed a disqualifying offense subsequent to the background check performed. Contractor is required to immediately notify AACOG when it becomes aware of the alleged offense to determine if it disqualifies the employee or staff member from continuing to work under the contract.
- 3.4.9** Respondents must possess the knowledge, experience and expertise, professional judgment and capacity within their organization to perform the services and activities requested under this RFP.

PART 4.0 – PROPOSAL REVIEW AND SELECTION PROCESS

4.1 EVALUATION PROCESS: The evaluation process will consist of:

- 4.1.1** An initial review of responsiveness and eligibility with the criteria specified in the RFP by AACOG personnel.
- 4.1.2** All eligible proposals will be evaluated and scored by an independent

team of reviewers. Proposer's qualifications will be evaluated on specific criteria outlined in Section 4.2 by reviewers using a standardized scoring matrix.

4.1.3 Responses will be determined:

4.1.3.1 Acceptable for contract

4.1.3.2 Deficient

4.1.3.3 Not eligible.

4.1.4 Responses determined to be deficient will be notified of deficiency and allow to reapply upon correction of deficiency.

4.2 EVALUATION CRITERIA

4.2.1 Organizational Capacity

35 points

4.2.1.1 Business Organization: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate, and your current Lead Safety Certification. Provide total number of full time employees.

4.2.1.2 System Concept and Solution: Define in detail your understanding of the requirements presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your knowledge of broadband, broadband infrastructure, and broadband infrastructure installation and maintenance.

4.2.1.3 Project Management Structure: Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and who will interface with the AACOG project management and team personnel. Provide a detailed description of fiscal controls, reporting capabilities and performance accountability protocol. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

4.2.1.4 Personnel: Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work task assigned to each person and the percentage of time each person will devote to this work.

4.2.1.5 Subcontracting: Include company names and qualifications of all subcontracts that you anticipate with work under this RFP.

4.2.2 Demonstrated Performance

40 points

Prior Experience: Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Provide at least three references. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished

4.2.3 Financial Stability

25 points

AACOG will provide payment for timely and acceptable completion of work assigned on a monthly basis. Payment will be made within 30-days of submission of an accurate invoice and any forms required by AACOG, Medina County and/or the grant funding agency.

4.2.3.1 No bankruptcies in the past seven (7) years.

4.2.3.2 The corporate budget will allow for a payment frequency of not more than 90 days.

4.2.3.3 Corporate management are capable of preparing accurate and timely billing to AACOG.

4.2.3.4 There are currently no issues related to corporate cash-flow that would require AACOG to prepare multiple payments within a 30-day period.

4.3 PROPOSER'S ACCEPTANCE OF EVALUATION METHODOLOGY

By submitting a proposal, Proposer acknowledges:

4.3.1 Proposer's acceptance of the proposal evaluation process

4.3.2 The criteria for selection

4.3.3 Proposer's recognition that certain subjective judgments may be generated during evaluation

4.4 PROCUREMENT DISPUTE RESOLUTION

Appeal and Debriefing Process

4.4.1 Appeal Process

4.4.1.1 Proposers not selected for funding may appeal only with respect to any fault or violation of law or regulation regarding the procurement process. Appeals must be filed within **ten (10) calendar days** of receipt of AACOG notification of final action. Appeals shall be directed to:

Contract and Procurement Manager

- 4.4.1.2** The appeal must indicate the AACOG action appealed and the violation, which forms the basis for the appeal, and shall be signed by the Proposers organization's authorized representative. Fax and e-mail transmittals will not be accepted. The filing of the appeal must be within the time frame identified. There is no relief accorded appellants for not filing within the published deadlines. Hearings are at the discretion of AACOG and shall be conducted in accordance with existing AACOG procedures.
- 4.4.1.3** Proposers must provide a detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested.
- 4.4.1.4** Proposers may NOT appeal the scoring and ranking of proposals, unless substantiated by material or relevant facts;
- 4.4.1.5** Proposers may NOT appeal solely on the belief that their proposal is superior to the one selected for award.
- 4.4.1.6** Proposers understand that review and action shall be considered final, with no further formalities considered.

4.4.2 Debriefing Process

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

PART 5.0 – PROPOSAL RESPONSE REQUIREMENTS

5.1 PROPOSAL FORMAT AND NUMBER OF PROPOSALS

5.1.1 NUMBER OF COPIES

Respondents must submit one (1) unbound complete original, to include all executed certifications and authorized signatures, plus four (4) copies, proposal copies, for a total of five (5) exact proposals. Finally, one (1) electronic copy of your proposal on compact disc (CD), or flash drive is

required. Any submission lacking the required number of proposals maybe ruled non-responsive and may not be considered under this procurement. Any differences between the original and the copies are at the liability of the respondent.

5.2 PROPOSAL FORMAT

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

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

5.2.3 Each page of the Proposal, with the exception of the coversheet, must be sequentially numbered, including attachments.

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

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

5.3 PROPOSAL VALIDITY PERIOD

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

5.4 PAGE LIMITATION

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

5.5 ORDER OF PROPOSAL CONTENTS

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

5.5.1 Proposal Title Page

5.5.2 Table of Contents

5.5.3 Executive Summary (maximum 1-page limit)

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

5.5.5 Certification Sheet

5.5.6 Acknowledgement Form

5.5.7 Conflict of Interest Questionnaire

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

5.5.9 Non-Discrimination Certification

5.5.10 Certification Regarding Lobbying

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

PART 6.0 – PROPOSAL RESPONSE FORMS

6.1 PROPOSAL TITLE PAGE (Attachment A)

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

6.2 TABLE OF CONTENTS (Attachment B)

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

6.3 EXECUTIVE SUMMARY (Attachment C)

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

6.4 PROPOSAL NARRATIVE (Attachment D)

6.4.1 Organizational Capacity

35 Points

6.4.1.1 Business Organization: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

6.4.1.2 System Concept and Solution: Define in detail your understanding of the requirements presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your knowledge of high solar reflectance roof.

6.4.1.3 Project Management Structure: Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and who will interface with the AACOG project management and team personnel. Provide a detailed

description of fiscal controls, reporting capabilities and performance accountability protocol. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

6.4.1.4 Personnel: Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work task assigned to each person and the percentage of time each person will devote to this work.

6.4.1.5 Subcontracting: Include company names and qualifications of all subcontracts that you anticipate with work under this RFP.

6.4.2 Demonstrated Performance 40 Points

Prior Experience: Describe only relevant corporate experience and individual experience for personnel for the past three (3) years who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished

6.4.3 Financial Stability 25 points

AACOG will provide payment for timely and acceptable completion of work assigned on a monthly basis. Payment will be made within 30-days of submission of an accurate invoice and any forms required by AACOG, Medina County and/or the grant funding agency.

6.4.3.1 No bankruptcies in the past seven (7) years.

6.4.3.2 The corporate budget will allow for a payment frequency of not more than 90 days.

6.4.3.3 Corporate management are capable of preparing accurate and timely billing to AACOG.

6.4.3.4 There are currently no issues related to corporate cash-flow that would require AACOG to prepare multiple payments within a 30-day period.

6.5 CERTIFICATION SHEET (Attachment E) (complete and sign form)

6.6 ACKNOWLEDGEMENT FORM (Attachment F) (complete and sign form)

6.7 CONFLICT OF INTEREST QUESTIONNAIRE (Attachment G) (complete and sign form)

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

6.8 CERTIFICATION REGARDING DEBARMENT (Attachment H) (complete and

sign form)

6.9 NON-DISCRIMINATION CERTIFICATION (Attachment I) (complete and sign form)

6.10 CERTIFICATION REGARDING LOBBYING (Attachment J) (complete and sign form)

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



ATTACHMENT A

**PROPOSAL TITLE PAGE
MEDINA COUNTY BROADBAND PROJECT**

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



ATTACHMENT B

TABLE OF CONTENTS



ATTACHMENT C
EXECUTIVE SUMMARY



ATTACHMENT D
PROPOSAL NARRATIVE



ATTACHMENT E
CERTIFICATION SHEET

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

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

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

Name of Representative authorized to sign for bidder:

(Print name)	(Signature)

(a) Does your "residence state" require bidders whose principal place of business is in Texas to underbid bidders whose residence state is the same as yours by a prescribed amount or percentage to receive a comparable contract? "Residence State" is defined as the state in which the principal place of business is located.

YES NO

(b) What is that amount or percentage?

I certify that the above information is correct:

Name:
Position:
Signature:
Date:



ATTACHMENT F

ACKNOWLEDGEMENT FORM

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001 (1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY	
	Date Received	
<p>1. Name of person who has a business relationship with local governmental entity.</p>		
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3. Name of local government office with whom filer has employment or business relationship.</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government office named in this section.</p>		
<p>4.</p>		
<p>_____ Signature of person doing business with governmental entity</p>		<p>_____ Date</p>



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

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

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

1. By signing and submitting this certification, the prospective vendor/grantee is attesting/acknowledging the representations set out below.
2. This certification is a material representation of fact upon which the Alamo Area Council of Governments (AACOG) will rely on when this transaction is entered into. If it is later determined that the prospective vendor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to Federal or State departments or funding agency(s), AACOG may pursue on its own available remedies, including contract termination, suspension and debarment.
3. **The prospective vendor/grantee shall provide immediate written notice to AACOG, Executive Director, 2700 NE Loop 410, Suite 101, San Antonio, Texas, 78217, if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.**
4. The terms “covered contract”, “debarred”, “suspended”, “ineligible”, “participant”, “person”, “principal”, “application”, and “voluntarily excluded”, as used in this certification, have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. You may contact the person to which this application or contract is submitted for assistance in obtaining a copy of this regulation.
5. The prospective vendor/grantee agrees, by submitting this certification, that should the proposed contract/grant be entered into, it shall not knowingly enter into any lower-tier-covered transaction or sub-contract with a person or entity that is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction, unless pre-authorized by the appropriate federal or state department or agency, or by AACOG.
Do you have or do you anticipate having sub-vendors/sub-grantees under this proposed agreement?
Yes **No**
6. The prospective vendor/grantee further agrees by submitting this certification, that it will include this certification titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts and Grants,” without modification, in all lower-tier covered transactions and sub-contracts and in all solicitations for lower-tier covered transactions and sub-contracts.
7. A vendor/grantee may rely upon a certification of a prospective participant that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from the transaction, unless it knows that the certification is erroneous. Each vendor/grantee is required to check the list of parties excluded from Federal and State Procurement and Non-procurement Programs. **AACOG checks this list for all parties to which it provides funds that are derived directly or indirectly from the Federal Government.**
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this certification document. Participants are not required to have knowledge and information exceeding that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a transaction knowingly enters into a lower-tier transaction or contract with a person who is proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from participation, in addition to other remedies available to the Federal Government, AACOG or its applicable funding agency(s) may pursue available remedies, including contract termination, suspension and/or debarment.



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

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

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

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

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

Date: _____



ATTACHMENT I

NON-DISCRIMINATION CERTIFICATION

The Contractor has agreed to comply with:

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

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

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

Date: _____



CERTIFICATION for CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

Signature _____

Title _____

Organization _____



ATTACHMENT K

BUSINESS ASSOCIATE AGREEMENT BETWEEN THE BETWEEN THE ALAMO AREA COUNCIL OF GOVERNMENTS AND XXXXXXXXXX

This agreement ("AGREEMENT") is made by and between The **Alamo Area Council of Governments** ("AACOG") and **XXXXXXXXXX** ("BUSINESS ASSOCIATE") acting by and through its duly authorized officials.

Article 1: Contract Period

1.1 This Agreement is effective upon final execution by AACOG (the "Effective Date") and shall terminate when all Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) provided by AACOG to BUSINESS ASSOCIATE is destroyed (with required certification of destruction) or returned to AACOG, or, if it is not feasible for the return or destruction of all PHI and/or EPHI, safeguards are extended to such information in accordance with the termination provisions in this AGREEMENT.

Article 2: Definitions

- 2.1 All terms used in this Agreement not otherwise defined in this Agreement have the same meaning as those terms in the Implementing Regulations. A reference to a section of an Implementing Regulation means the section as of the execution date of this AGREEMENT or as subsequently amended.
- 2.2 Electronic Protected Health Information (EPHI), for purposes of this AGREEMENT, has the meaning given at 45 CFR 160.103, limited to the information received by BUSINESS ASSOCIATE from AACOG.
- 2.3 Implementing Regulations are Title 45, Code of Federal Regulations, Parts 160, 162, and 164 (45 CFR 160, 45 CFR 162, and 45 CFR 164), as amended.
- 2.4 Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR 160 and 45 CFR 164, Subparts A and E.
- 2.5 Protected Health Information (PHI), for purposes of this AGREEMENT, has the meaning given at 45 CFR 160.103, limited to the information received by BUSINESS ASSOCIATE from AACOG.
- 2.6 Security Rule shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR 160 and 45 CFR 164, Subpart C.



Article 3: Background1

Under the terms of this Agreement, AACOG will provide to BUSINESS ASSOCIATE certain PHI and/or EPHI for storage and possible destruction. BUSINESS ASSOCIATE must afford that PHI and/or EPHI special treatment and safeguards, as detailed in the Health Insurance Portability and Accountability Act of 1966 (HIPAA) and its Implementing Regulations, in conjunction with storage and destruction services provided to AACOG by BUSINESS ASSOCIATE.

Article 4: Permitted Uses and Disclosures by BUSINESS ASSOCIATE

- 4.1 BUSINESS ASSOCIATE shall have possession of PHI and/or EPHI furnished by AACOG solely for purposes of secure storage and, as directed by AACOG, destruction. BUSINESS ASSOCIATE shall make no other use of PHI and/or EPHI provided by AACOG.
- 4.2 BUSINESS ASSOCIATE shall make no disclosure of any PHI and/or EPHI provided by AACOG.
- 4.3 BUSINESS ASSOCIATE shall destroy PHI and/or EPHI only upon direction by AACOG and shall ensure documentation of each destruction in accordance with procedures and instructions which AACOG shall provide. Destruction and documentation shall, in all cases, be consistent with the guidelines at the Implementing Regulations.

Article 5: Obligations and Activities of BUSINESS ASSOCIATE

- 5.1 BUSINESS ASSOCIATE agrees not to use or disclose PHI and/or EPHI provided by, made available by, or created or received on behalf of AACOG other than as permitted by this AGREEMENT or required by law.
- 5.2 BUSINESS ASSOCIATE agrees to establish and maintain appropriate administrative, physical, and technical safeguards (consistent with the Implementing Regulations) to protect the confidentiality, integrity, and availability of PHI and/or EPHI stored at BUSINESS ASSOCIATE's facility. In providing these safeguards, BUSINESS ASSOCIATE shall pay particular attention to the requirements addressed in the Privacy Rule and the Security Rule.
- 5.3 BUSINESS ASSOCIATE agrees to establish and maintain policies and procedures for mitigation, to the extent practicable, of any harmful effect of a use or disclosure of PHI and/or EPHI by BUSINESS ASSOCIATE, its subcontractors, and its agents in violation of the requirements of this AGREEMENT or the HIPAA Implementing Regulations.
- 5.4 BUSINESS ASSOCIATE agrees to promptly, but in no case more than one (1) business day, report to AACOG:
 - a. Any use, disclosure, or breach of PHI and/or EPHI of which it becomes aware that is not provided for by this AGREEMENT.
 - b. Any security incident of which it becomes aware.



- 5.5 BUSINESS ASSOCIATE also agrees to provide the detailed notification required by 45 CFR 164.410 as quickly as practicable and in no case later than sixty (60) days after discovery of a breach, as described in 45 CFR 164.
- 5.6 BUSINESS ASSOCIATE agrees that it shall not allow storage of AACOG's PHI and/or EPHI with a subcontractor or agent without the advance, express, written permission of AACOG. BUSINESS ASSOCIATE further agrees that, prior to storing AACOG PHI and/or EPHI with a subcontractor or other agent, BUSINESS ASSOCIATE will, through a subcontract or other appropriate agreement, ensure that any subcontractor or other agent agrees to the same restrictions and conditions that apply through this AGREEMENT to BUSINESS ASSOCIATE with respect to AACOG's PHI and/or EPHI. That subcontract or other agreement shall:
- a. Be executed prior to allowing use or disclosure to or by the agent.
 - b. Contain the same terms, conditions, and restrictions on use, disclosure, and safeguard of PHI and/or EPHI as are contained in this AGREEMENT.
 - c. Be approved as to form, conditions, and restrictions by AACOG prior to execution.
- 5.7 BUSINESS ASSOCIATE agrees, at the request of AACOG and with reasonable notice during BUSINESS ASSOCIATE's established business hours, to provide access to PHI and/or EPHI.
- 5.8 BUSINESS ASSOCIATE agrees to make internal practices, books, and records, (including policies and procedures) relating to safeguard of PHI and/or EPHI received from AACOG available to AACOG or the Department of Health and Human Services (DHHS) for the purposes of determining BUSINESS ASSOCIATE'S compliance with the Privacy Rule and/or Security Rule. AACOG will make these requests during BUSINESS ASSOCIATE'S regular business hours or as directed by DHHS.
- 5.9 BUSINESS ASSOCIATE agrees to return, or properly destroy, all PHI and/or EPHI received from AACOG once BUSINESS ASSOCIATE finishes providing services under this agreement or a succeeding agreement.
- a. If BUSINESS ASSOCIATE destroys information, it must certify that destruction to AACOG in accordance with procedures and instructions which AACOG shall provide. Destruction and documentation shall, in all cases, be consistent with the guidelines provided in the Implementing Regulations.
 - b. BUSINESS ASSOCIATE may not unilaterally elect to destroy information that it must retain under Federal or State law or regulation.
 - c. BUSINESS ASSOCIATE must maintain required safeguards for all PHI and EPHI received from AACOG for as long as BUSINESS ASSOCIATE has such information.



5.10 BUSINESS ASSOCIATE will develop and implement a procedure for sanctions to address violations, by employees, subcontractors, or agents, of the Privacy Rule, the Security Rule, or any other portion of the Implementing Regulations that deal with safeguard of PHI and EPHI.

Article 6: ownership of PHI and/or EPHI

6.1 All PHI and/or EPHI are and shall remain the property of AACOG.

6.2 BUSINESS ASSOCIATE agrees it acquires no title or rights to the information.

Article 7: Amendment

7.1 The Parties agree to take such action as is necessary to amend this Agreement as required to ensure compliance with applicable requirements of the HIPAA and its Implementing Regulations.

7.2 BUSINESS ASSOCIATE and AACOG shall enact any modifications to the time frame, character, provisions, or other obligations of the parties hereto by execution of a written amendment to the AGREEMENT.

Article 8: Termination

8.1 This Agreement may be terminated as follows:

- a. By 30 day written notice of either party, which will also void any associated agreements;
- b. For cause, upon AACOG's knowledge of a material breach or violation by BUSINESS ASSOCIATE, its agents, or its subcontractors, in which case AACOG shall either:
 1. Provide BUSINESS ASSOCIATE a reasonable opportunity to cure the breach or violation, and then terminate this AGREEMENT if BUSINESS ASSOCIATE does not cure the breach or violation within a time specified by AACOG; or
 2. Immediately terminate this AGREEMENT and if the BUSINESS ASSOCIATE breaches a material term of this AGREEMENT and a cure is not feasible in AACOG's opinion.
 3. If neither termination nor cure is feasible, AACOG shall report the breach or violation to the Secretary of the Department of Health and Human Services.
- c. Immediately, without opportunity for cure, if BUSINESS ASSOCIATE knew of a material breach or violation of its obligations under this AGREEMENT on its part, that of its agents, or that of its subcontractors and failed to immediately take reasonable steps to notify AACOG and cure the breach or violation.



8.2 Effect of Termination.

- a. Except as provided in paragraph 8.2b of this section, upon termination of this AGREEMENT, for any reason, BUSINESS ASSOCIATE shall return or destroy (and so certify to destruction) all PHI and EPHI received from AACOG. This provision shall apply to all PHI and EPHI that BUSINESS ASSOCIATE, its subcontractors, and agents possess.
- b. In the event BUSINESS ASSOCIATE determines that return or destruction of PHI and EPHI is infeasible, BUSINESS ASSOCIATE shall provide AACOG, in writing, within seven business days of termination, notification of the condition(s) that make return or destruction not feasible. Upon such notification, BUSINESS ASSOCIATE shall continue to extend the safeguards of this AGREEMENT to such PHI and EPHI and continue to ensure no uses and disclosures of such PHI and EPHI for so long as BUSINESS ASSOCIATE maintains such PHI and EPHI.

Article 9: Survival of Terms

- 9.1 The respective rights and obligations of BUSINESS ASSOCIATE under Articles 4, 5, 6, 8, 9, 10, 11, 12, and 15 of this AGREEMENT shall survive termination of this AGREEMENT.
- 9.2 The duties and obligations imposed on BUSINESS ASSOCIATE for proper safeguards for PHI and EPHI under this Agreement will survive expiration of the AGREEMENT until all PHI and EPHI provided by AACOG to BUSINESS ASSOCIATE is destroyed (with required certification of destruction) or returned to AACOG.

Article 10: Compliance with Laws, Representations, and Warranties

- 10.1 BUSINESS ASSOCIATE shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the AGREEMENT. When required, BUSINESS ASSOCIATE shall furnish AACOG with written documentation necessary to provide satisfactory proof of compliance. This AGREEMENT shall be construed under the laws of the State of Texas. BUSINESS ASSOCIATE represents and warrants that it has acquired all necessary permits and licenses to accomplish the objectives of this AGREEMENT, and BUSINESS ASSOCIATE shall bear the cost for all necessary permits and licenses.
- 10.2 AACOG represents and warrants that:
 - a. It will comply with all applicable federal, state, and local laws and regulations, including but not limited to applicable privacy laws
 - b. It has obtained any and all permits, licenses and third-party consents or approvals necessary in connection with the use of materials furnished by AACOG to BUSINESS ASSOCIATE and that it has the legal right to disclose such materials to BUSINESS ASSOCIATE in connection with the services to be performed under this



Agreement

- c. Any materials disclosed by AACOG to BUSINESS ASSOCIATE shall not violate or infringe upon the trademark, copyright, patent, or other intellectual property rights or rights of privacy or publicity of any third-party
- d. It will not publish the work product or other deliverables in the public domain without the prior written consent of BUSINESS ASSOCIATE.

Article 11: Injunctive Relief

- 11.1 Notwithstanding any rights or remedies provided for in this AGREEMENT, AACOG retains all rights to seek injunctive relief to prevent or stop unauthorized use or disclosure of PHI and EPHI, or other violation of the HIPAA and its Implementing Regulations, by BUSINESS ASSOCIATE, its agent(s), subcontractor(s), or other third party that received information from BUSINESS ASSOCIATE.

Article 12: Indemnification; Limitation of Liability

- 12.1 BUSINESS ASSOCIATE shall indemnify, defend, and save harmless AACOG, its officers, employees, members, agents, and contractors from and against all claims, liabilities, costs, and damages, including reasonable attorneys' fees and expenses of litigation, arising out of or attributed, directly or indirectly, to BUSINESS ASSOCIATE's breach of any provision of this AGREEMENT or from any negligent act or omission of BUSINESS ASSOCIATE, its officers, employees, agents or contractors.
- 12.2 To the extent permitted by law. AACOG shall indemnify, defend, and hold harmless BUSINESS ASSOCIATE, its affiliated companies, and each of their respective officers, directors, employees, and agents from and against all claims, liabilities, losses, damages, costs, and expenses of any kind, including reasonable attorneys' fees (whether incurred in defense of a claim against BUSINESS ASSOCIATE or in connection with a third-party claim, suit, or subpoena) arising out of:
 - a. AACOG's breach of any provision of this AGREEMENT;
 - b. Any negligent act or omission of AACOG, its officers, employees, agents, or contractors; or
 - c. The use of the Work Product by AACOG, or the conclusions drawn therefrom, except for claims arising from BUSINESS ASSOCIATE's negligence.
- 12.3 Neither party shall be liable to the other party for any incidental, indirect, special, or consequential damages, including loss of profit, arising out of, or in connection with, this AGREEMENT whether or not such party was advised of the possibility of such damage; provided, however, that the foregoing limitations shall not apply to any third-party claims arising out of either party's indemnification obligations. Liability under any claim made by AACOG shall not exceed the amount of fees paid by AACOG under this AGREEMENT.



Article 13: Legal Construction

- 13.1 In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- 13.2 Any ambiguity in this AGREEMENT shall be resolved to permit AACOG to comply with the Privacy Rule and the Security Rule.

Article 14: Sole Agreement

- 14.1 This Agreement constitutes the only agreement between the parties hereto regarding HIPAA compliance and supersedes any prior understandings or written or oral agreements respecting such subject matter.

Article 15: Resolution of Disputes

- 15.1 The Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall first be subject to mediation before instituting any proceedings in any court having jurisdiction of the matters made the subject of this Agreement.
- 15.2 Neither party shall institute a proceeding in any court nor administrative agency to resolve a dispute between the parties before that party has sought to resolve the dispute through direct negotiation with the other party. If the dispute is not resolved within three weeks after a demand for direct negotiation, the parties shall attempt to resolve the dispute through mediation. If the parties do not promptly agree on a mediator, either party may request the State District Court of Bexar County, Texas, to appoint a mediator. If the mediator is unable to facilitate a settlement of the dispute within a reasonable period of time, as determined by the mediator, the mediator shall issue a written statement to that effect and the aggrieved party may then seek relief through legal process in the courts of Bexar County, Texas.

IN TESTIMONY HEREOF, the parties hereto have executed this AGREEMENT in duplicate counterparts by their duly authorized representatives.

Diane Rath
Executive Director
AACOG

XXXXXXXXXX
XXXXXXXXXX

Date:

Date:



ATTACHMENT L
REQUEST TO BE ADDED TO BIDDER/ VENDOR LIST

AACOG requires all vendors interested in conducting business with the agency to complete a “Request to be added to Bidder/Vendor List” packet prior to being eligible to receive opportunities to bid for agency projects.

AACOG is an equal opportunity agency within the meaning and spirit of the law and does not discriminate on the basis of race, age, color, sex (including sexual orientation and gender identity), disability, national origin, or religion. All contractors and vendors are required to comply with AACOG’s EEO policies and/or provide adequate verification upon request that they comply with applicable EEO laws.

By submitting a completed vendor packet to AACOG, you agree to comply with the above terms and conditions and all other applicable federal, state, and local laws and regulations.

RETURN THIS FORM TO:

Alamo Area Council of Governments
 2700 NE Loop 410, Suite 101
 San Antonio, TX 78217
 ATTN: Procurement Department
 Phone: (210)362-5200
 Email: procurement@aacog.com

I, _____, hereby attest that I have read and understand the above terms for conducting business with the Alamo Area Council of Governments.

Company Name:
Mailing Address:
City/ State/ ZIP code:
Telephone Number:
Website Address:
Email Address:
Representative:

Please list the type of products/ services you provide and attach any catalogs/ brochures/ samples.



Use this list below to describe your products/ services *required*:

- | | |
|---|--|
| <input type="checkbox"/> Office Supplies | <input type="checkbox"/> General Contractor |
| <input type="checkbox"/> Office Furniture | <input type="checkbox"/> Weatherization Contractor |
| <input type="checkbox"/> Copier Paper/ Specialty Paper | <input type="checkbox"/> Aging Contractor |
| <input type="checkbox"/> Computers | <input type="checkbox"/> Psychological Services |
| <input type="checkbox"/> Computer Supplies | <input type="checkbox"/> Outreach Items |
| <input type="checkbox"/> Computer Software | <input type="checkbox"/> Printing Services |
| <input type="checkbox"/> Copier Machines (and supplies) | <input type="checkbox"/> Security Detail |
| <input type="checkbox"/> Audio/ Visual Duplication | <input type="checkbox"/> Criminal Justice Supplies |
| <input type="checkbox"/> Audio/ Visual Equipment | <input type="checkbox"/> Consultant (_____) |
| <input type="checkbox"/> Data & Phone Cabling | <input type="checkbox"/> Vehicle Repair |
| <input type="checkbox"/> Other: | |

Please assist us by completing the following:

Type of Request:

1. Type of Request: New Vendor Change of Address Updated Information

2. Ownership:

- | | | |
|--|--------------------------------------|--------------------------------------|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Governmental Agency | <input type="checkbox"/> Non-Profit | <input type="checkbox"/> Other |

3. Tax Identification Number: _____

Attach completed W-9 form unless tax exempt. <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

DUNS Number, if applicable: _____

4. Have you done business with AACOG in the past?

Yes No

5. Is your business currently certified with the Stat of Texas Centralized Master Bidder's List?

<https://comptroller.texas.gov/purchasing/vendor/cmb/>

Yes No

****Please return confirmation of your CMBL certification with this vendor application****

6. Is your business currently certified as a HUB with the State of Texas?

<https://comptroller.texas.gov/purchasing/vendor/hub/>

Yes No N/A

7. Is your business currently certified as a HUB outside the State of Texas?

Yes No If yes, what State? _____



8. If YES to either question 6 or 7, enter Historically Underutilized Business (HUB), ethnicity, and gender status, if applicable:

Asian Pacific American (AS) Hispanic Americans (HI) American Woman (WO)

Black American (BL) Native American (AI) Male (M)/ Female (F): ____

9. If applicable, please note if your Texas- based Small, Minority, and/or Women- Owned Business Enterprise (SMWBE) is certified with any of the organizations listed below*:

- City of Austin
- City of Houston
- Dallas/ Fort Worth Minority Supplier Development Council
- El Paso Hispanic Chamber of Commerce
- South Central Texas Regional Certification agency (SCTRCA)
- Southwest Minority Supplier Development Council
- Texas Department of Transportation (TXDOT)
- Women's Business Council- Southwest
- Women's Business Enterprise Alliance

Please return confirmation of this certification with this vendor application.

*If you hold certification with any of the entities noted above, you may qualify to automatically receive HUB Certification with the State of Texas. Please contact TPASS's Statewide HUB Program at (888)863-5881 for further information.

10. Is your principal place of business in the State of Texas?

Yes No

11. Is your organization delinquent on State of Texas Franchise taxes?

Yes No

12. Are you or anyone in your organization related to an AACOG employee or a member of AACOG's governing board?

Yes No

If YES, list AACOG employee or Board member's name and relationship:

Name: Relationship:

13. Are you or anyone in your organization a former Workforce Solutions- Alamo employee and/ or board member?

Yes No



ACCOUNTS PAYABLE DIRECT DEPOSIT (ACH) FORM

Vendor Name: Address:

Phone: E-Mail Address:

Financial Institution:

Bank Point of Contact
Title and Phone Number

Bank Account Number:

Routing Number:

**Please attach a voided check from this account.
Must provide all numbers required for ACH deposit**

PLEASE NOTE THE FOLLOWING

- Only one bank account may be used per Vendor
- Please contact Accounting Department at (210) 362-5200 with any questions.
- Please allow 10 business days for vendor and banking verification.

I hereby authorize Alamo Area of Governments to initiate credit entries and, if necessary, debit entries, and adjustments for any credits entries in error to our account as shown above with the listed financial institution, and credit and/ or debit the same to the accounted indicated above. I certify that the depository information listed above is accurate.

Signature:

Print Name
And Date:



(Control + Click to fill out digitally)

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <i>Note.</i> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requestor's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

	Social security number <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; text-align: center;">-</td> <td style="width:10%; text-align: center;">-</td> <td style="width:10%;"></td> </tr> </table>	-	-								
-	-										
	or Employer identification number <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; text-align: center;">-</td> <td style="width:10%; text-align: center;">-</td> <td style="width:10%;"></td> </tr> </table>	-	-								
-	-										

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- certify that you are not subject to backup withholding, or
- claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



(Control + Click to fill out digitally; clear any pre-filled boxes)

01-339 (Back)
(Rev. 9-07/8)

SAVE A COPY

CLEAR SIDE

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	
Phone (Area code and number)	
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here	Purchaser	Title	Date

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

DBE/MINORITY/SMALL BUSINESS CERTIFICATION DISCLOSURES

Alamo Area Council of Governments (AACOG) is committed to the healthy and responsible growth of our Disadvantaged, Small & Minority Business Enterprises in and around the Alamo City. These service providers are a major driving force for the Alamo, South and Central Texas Region economy. We are unified in our requirement to identify and in utilizing these Agency approved organizations.

For more information regarding DBE certification, please visit DBE link provided:

<https://sctrcadotorg.wordpress.com/small-minority-woman-and-veteran-owned-business-enterprise/>

We also would like to provide information regarding a partner Agency within the Alamo Area that can certify your organization in and around the South Central Texas Region (SCTRCA). Please visit their SCTRCA link provided regarding certification:

<https://sctrcadotorg.wordpress.com/small-minority-woman-and-veteran-owned-business-enterprise/>

For AACOG's certification disclosure within our federal guidelines, please identify any of the applicable certifications your organization falls under, and provide us with a copy of your certificate:

African American Business Enterprise (AABE) Certification- Complete Certification Application

A business structure owned, operated, managed, and controlled by an African American minority group member(s) who has at least 51% ownership.

Asian American Business Enterprise (ABE) Certification- Complete Certification Application

A business structure owned, operated, managed, and controlled by an Asian American minority group member(s) who has at least 51% ownership.

Disabled Individual Business Enterprise (DIBE) Certification- Complete Certification Application

A business structure that is at least 51% owned, operated and controlled by a disabled individual Disabled individual means a person (a) with one or more disabilities as defined by the Americans with Disabilities Act (ADA) and amendments thereto (for purposes of applicability under the certification statutes, ordinances, rules and regulations governing the State of Texas).

Emerging Small Business Enterprise (ESBE) Certification- Complete Certification Application

An SBE eligible business structure for the purpose of making a profit, which is independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories, whose annual revenues and numbers of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration.

Hispanic Business Enterprise (HABE) Certification- Complete Certification Application

A business structure owned, operated, managed and controlled by a Hispanic American minority group member(s) who has at least 51% ownership.

Minority Business Enterprise (MBE) Certification- Complete Certification Application

A business structure that is owned, operated, managed and controlled by an ethnic minority group member(s) who has at least 51% ownership.

Native American Business Enterprise (NABE) Certification- Complete Certification Application

A business structure owned, operated, managed and controlled by a Native American minority group member(s) who has at least 51 %ownership. The Native American group member(s) must have operational and managerial control, interest in capital, expertise and earning commensurate with the percentage of ownership and legally residing in or are citizens of the United States or its territories; or (2) A business structure owned, operated and controlled by a Native American minority group member(s) who has at least 51% ownership and satisfies the Native American member status.

Small Business Enterprise (SBE) Certification- Complete Certification Application

A business structure that is formed with the purpose of making a profit, which is independently owned and operated and which meets the United States Small Business Administration (SBA) size standard for a small business (See <http://sba.gov/size> click “table”.)

Veteran-Owned Business Enterprise (VBE) Certification- Complete Certification Application

A business structure owned, operated, managed and controlled by an individual who served in the United States Armed Forces, and who was discharged or released under conditions other than dishonorable.

Please note: This certification type should not be confused with the Service Disabled Veteran designation available through the Small Business Administration.

Woman-Owned Business Enterprise (WBE) Certification- Complete Certification Application

A business structure that is owned, operated and controlled by one or more women who have a total of at least 51% ownership.