

Central Texas Council of Governments
2180 N Main St. Belton, TX 76513



REQUEST FOR PROPOSALS:

CTCOG AIR QUALITY SERVICES 2022 RFP

RFP RELEASE: February 23, 2022

DUE DATE: March 11, 2022

RFP OPENING: March 15, 2022 @ 10AM CT

Jim Reed, Executive Director

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PART I. GENERAL INFORMATION

Introduction

About Central Texas Council of Governments

The Central Texas Council of Governments (CTCOG) was organized under state law for the purpose of orderly planning and development of the Central Texas Region. CTCOG currently serves a 7-county area including Bell, Coryell, Hamilton, Lampasas, Milam, Mills and San Saba Counties along with the 32 cities located in those counties. CTCOG's mission is to help local communities work cooperatively to improve the conditions and well-being of the area's population that would benefit from a more regional approach.

Purpose

The Central Texas Council of Governments (CTCOG) is seeking proposals to provide air quality consulting services. CTCOG reserves the right to negotiate with any or all of the respondents for all or part of the following scope of work.

Cost of Services

Proposers are to submit pricing for expenditures to be incurred by CTCOG for the performance of said services submitted in their proposals and be in keeping with fair value and not to exceed budgeted funding of \$358,689.

PART II. SCOPE OF WORK

Requirements

The contract or contracts will include air quality consulting services to CTCOG for the following activities:

- Ambient monitoring of ozone precursor pollution during calendar years 2022 & 2023

In your proposal, outline the approach to performing the work required and give previous project experience examples. Please include details on how air monitoring equipment will be acquired and where the equipment will be sited. You may use the questions below to guide the development of your approach.

1. Ambient monitoring of ozone precursor pollution:
 - a. What monitoring of ozone precursors would be beneficial for the CTCOG area?
 - b. What experience do you have with this type of monitoring?
 - c. What additional insight regarding air quality trends can you provide CTCOG utilizing the data that will be gathered?
2. Acquisition and siting of monitoring equipment
 - a. What type of monitoring equipment will be needed? How will the equipment be acquired?
 - i) Please be prepared to provide a cost analysis for equipment acquisition if CTCOG selects your proposal following the evaluation process.

- b. What locations in the CTCOG region would you recommend using for ozone precursor monitoring? Why?

Deliverables

- Level III Quality Assurance Project Plan (QAPP)
- Ambient air quality data collected at the monitoring sites and delivered to the Texas Commission on Environmental Quality’s (TCEQ) Leading Environmental Analysis and Display System (LEADS), if possible.
- Additional information including, but not limited to the acquisition, ownership, and siting of monitoring equipment, as necessary.

PART III. STATEMENT OF QUALIFICATIONS

CTCOG is seeking to contract with a competent firm that has had experience working in the areas described in the scope of work, especially such experience as related to multi-county regions, small-urban and rural areas, and projects located in Texas. Please provide within your proposal a list of past client regions, names, and contact information of references, and resumes of the implementation team. Please also provide a copy of your current certificate of insurance for professional liability.

PART IV. EVALUATION CRITERIA

The proposals received will be evaluated and ranked according to the following criteria:

- 1. Experience (65%)**
 - a. Qualifications of Firm and Key Staff – 25%
 - b. Provision of Necessary Skills and Disciplines – 20%
 - c. Strength of Proposed Approach to Ozone Precursor Monitoring – 10%
 - d. Understanding of CTCOG Region and Local Issues – 10%

- 2. Work Performance (25%)**
 - a. Timely completion of past projects – 15%
 - b. References – 10%

- 3. Capacity to Perform (10%)**
 - a. Financial Condition and Resources to Sustain Project – 5%
 - b. Demonstration of Professional Responsibility – 5%

<u>Criteria</u>	<u>Maximum Points</u>
Experience	65
Work Performance	25
Capacity to Perform	10
Total	100

PART V. SUBMISSION TIMELINE

RFP Advertisement/Release	Wednesday, February 23, 2022
Deadline for Questions	Friday, March 4, 2022
RFP eSubmittal Due Date/Time	Friday, March 11, 2022 (3:00 PM CT)
RFP Opening	Tuesday, March 15, 2022 (10:00 AM CT)
Award Notification	Thursday, March 17, 2022

Pre-Bid Conference: None

PART VI. SUBMISSION INFORMATION

The Central Texas Council of Governments will be utilizing an electronic sealed bid process for this RFP. CTCOG staff will not have access to this email account until after the submission deadline. Proposers will receive an automated reply notifying them that their submittal was received.

Submittal Instructions:

- Please submit one (1) copy of your Proposal to PRSProcurements@ctcog.org by Friday, March 11, 2022 at 11AM CST.
- The Proposal should be included in the email as an attachment in PDF or Word format.
- In the Email Subject Line put **“CTCOG Air Quality Services 2022 RFP”**
- Include your Company Name and the Due Date and Time in the body of your email

CTCOG requests that submitted proposals are limited to twenty-five (25) pages. See *Part VIII. Proposal Instructions and Required Forms, p.6*, of this RFP document for additional information

Note: CTCOG will reject bids that are received after the RFP deadline date and bids that are submitted via mail or facsimile. For technical issues, please email James McGill (james.mcgill@ctcog.org).

Submittal Terms

1. Submission of a proposal will constitute acknowledgement and acceptance of all terms and conditions contained within this RFP.
2. It is the Proposer’s sole responsibility to prepare and submit the RFP to CTCOG will all required information included on or before the submittal deadline.
3. CTCOG will not bear liability for any costs incurred in the preparation of proposals or any responsibility for proposals lost in the mail in response to this RFP.

RFP Retrieval

The RFP document, RFP updates, and additional RFP information or amendments will be posted on the CTCOG website and may be retrieved by clicking on ‘CTCOG Air Quality Services 2022-2023 RFP’ at <https://ctcog.org/about/grants-vendors/>. If you are having trouble obtaining this RFP, please request a copy via email from James McGill (james.mcgill@ctcog.org).

Proposer Communication

As referenced in *Part V. Submission Timeline, p.5*, proposer questions are due by Friday, March 4, 2022. Proposer questions, requests, and/or inquiries for additional information regarding this RFP must be emailed to James McGill (james.mcgill@ctcog.org). Verbal communications for clarification from CTCOG staff are not allowed and will not be addressed.

Responses to questions received will be posted online at <https://ctcog.org/about/grants-vendors/> by 5:00 PM (CT), Tuesday, March 8, 2022.

Please Note: Proposers who email questions will not receive a personal response to their question(s) but must retrieve question responses online which is to the benefit of all Proposers. It is the responsibility of the proposer to review the CTCOG website periodically for RFP responses to questions, RFP amendments or updates.

PART VII. RFP OPENING

Proposal submissions will be received via email to PRSProcurements@ctcog.org until the deadline date and time stated under *Part V. Submission Timeline, p.5*, of this RFP document. The submitted emails will be opened at the stated date/time at the CTCOG offices. RFPs will not be available for review after and CTCOG staff will not answer any questions at that time. The RFP Opening will be streamed virtually and also open to the public as required by the Texas Open Meetings Act. Information for accessing the virtual stream will be posted online at <https://ctcog.org/about/grants-vendors/> in advance of the event.

PART VIII. PROPOSAL INSTRUCTIONS AND REQUIRED FORMS

The following documents and forms must be included with the submitted RFP. These documents will not count toward the 25 page limit stated under *Part VI. Submission Information, p.5*, of this RFP document.

1. RFP cover page with company name, address, phone number, and email address of the contact person who shall be available to discuss submitted bids for service.
2. Completed copies of:
 - a. Signature Page – Part XII
 - b. Conflict of Interest (CIQ) – Attachment A
 - c. All pages requiring signatures, initials, and checkmarks

PART IX. PROPOSAL EVALUATION AND AWARD

Proposal Evaluation

Proposals will be evaluated using the evaluation criteria listed under *Part IV. Evaluation Criteria, p.3*, to rank which proposers are most likely to meet or exceed the RFP requirements. CTCOG also reserves the right to contact any source regarding vendor reputation, product/service quality, work history, and past performance or any other factor to best evaluate the proposal that meets CTCOG's needs.

Award Terms

- CTCOG reserves the right to request additional information or clarifications from Proposers or to allow corrections of non-material errors or omissions at CTCOG's sole discretion.
- CTCOG reserves the right, should contract negotiations fail, to begin negotiations with the next, highest ranked Proposer; and shall continue in like manner until successful negotiations has been reached to the best benefit of CTCOG with the lowest bidder deemed the most reliable and qualified.

Award Notification

- It is expected a decision on selecting the successful Proposer will be made on March 17, 2022 (date subject to change).
- Upon award to the successful Proposer(s), notification will be sent to all Proposers who responded to this RFP.

PART X. GENERAL PROVISIONS

- A. CTCOG reserves the right for any contract or service agreement resulting from this RFP to be contingent upon the continued availability of funding.
- B. CTCOG reserves the right to select more than one Proposer if deemed to best benefit CTCOG.
- C. CTCOG reserves the right if deemed in the best interests of CTCOG to accept or reject any bid submission received and vary or waive any provisions set forth in the RFP document, as well as cancel or resolicit the RFP at any time during the RFP process.
- D. This RFP does not commit or obligate CTCOG to allow any costs incurred in the preparation of a response or in advance of the execution of a contract.
- E. CTCOG reserves the right to have final say in the final terms of any potential service agreement or contract as a result of this RFP, to include but not limited to, any essential clauses or certifications in this RFP. The bid submission must have original signatures of the person having the authority to bind their organization to a contract or it may be rejected for non-compliance.
- F. CTCOG reserves the right to claim ownership of any bid submitted in response to this RFP to be the property of CTCOG, and is not obligated to return bid submissions, binders or exhibits to Proposers.
- G. Proposers should not include proprietary information or trad secrets. Information submitted may be subject to disclosure under the Texas Open Records Act, and it will be the responsibility of the Proposer to seek an exemption from disclosure and file any necessary documents with the Attorney General.
- H. Interpretation of Specifications

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

I. Resolution of Protested Solicitations and Awards

Any Proposer who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement and up to five (5) business days after CTCOG releases the final award notice. Grievances filed more than five (5) business days after the final award notice has been released will not be deemed timely and will not be considered. In order for a Proposer to enter the grievance process, a written complaint must be sent to the Director of Administration of CTCOG at P.O. Box 729, Belton, Texas 76513 by certified mail. The written complaint must also include the following:

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

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

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

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

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

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

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

PART XI. ESSENTIAL CLAUSES AND CERTIFICATIONS

The following essential clauses and certification statements must be acknowledged and affirmed by original signature of an authorized official or representative with full signing authority to affirm respondent's standing in regard to: (1) certification for debarment, and furthermore, respondent must also be in full agreement and compliance of general essential clauses. Failure to return any pages requiring authorized signature(s) will cause bid submission or proposal to be null and void.

Funding Out

Funding is contingent upon the continued availability of funds as appropriated by state and/or federal sources. If funds become unavailable through lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruption of current appropriations, Proposers will not hold liable CTCOG for payment or damages other than payment owed to Proposer for service already provided at the time of said notice.

Conflict of Interest Questionnaire (Attachment A)

Chapter 176 of the Texas Local Government Code requires Proposers and consultants contracting or seeking to contract with CTCOG to file a conflict of interest questionnaire (CIQ) if they have an employment or other business relationship with a CTCOG officer or an officer's close family member. The CIQ must be completed and submitted with the bid/proposal response if an employment or business relationship defined in the law exists. CTCOG officers include its Board of Directors and Executive Director, who are listed on the CTCOG website ([Link](#)).

Abandonment or Default

If the successful Proposer defaults on a contract resulting from this RFP, CTCOG reserves the right to cancel the contract without notice and either re-solicit or re-award the contract to the next best responsive and responsible respondent. The defaulting Proposer will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specifications or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.

Liability for Property Damage

Successful Proposer shall be liable for all damages to CTCOG owned, leased, or occupied property and equipment caused by Proposer and its employees, agents, subcontractors, and suppliers, including delivery or cartage company, in connection with any performance pursuant to a Contract as a result of this RFP. The Proposer shall notify CTCOG Contract Manager in writing of any such damage within one (1) calendar day.

Limitation on Authority; No Other Obligations

Successful Proposer shall have no authority to act for or on behalf of CTCOG except as expressly provided for in a contract or agreement resulting from this RFP; no other authority, power, or use is granted or implied. Successful Proposer may not incur any debts, obligations, expenses, or liabilities of any kind on

behalf of CTCOG.

Liability for Taxes

Successful Proposer represents and warrants that it shall pay all taxes or similar amounts from any contract or agreement resulting from this RFP, including, but not limited to, any federal, State, or local income, sales, or excise taxes of successful Proposer or its employees. CTCOG shall not be held liable for any taxes resulting from the Successful Proposer executing the performance of any contract or agreement.

Force Majeure

Neither Proposer nor CTCOG shall be liable to the other for any delay in, or failure of performance, of any requirement included in a contract resulting from this RFP caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

Debarment, Suspension, and Other Responsibility Matters

Successful Proposer will be required to comply with and submit a certification statement in accordance with the laws imposed by Federal Executive Order 12549, "Debarment and Suspension" (3 CFR 1986 Comp., p. 189), Executive Order 12689.

The undersigned (p. 11), certifies that neither it nor its principals:

- (1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or Agency.
- (2) Have not within a three-year period preceding this grant award been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or grant award under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and,
- (4) Have not within a three-year period preceding this grant award had one or more public transactions terminated for cause or default.

PART XII. SIGNATURE PAGE

Acknowledgement of Essential Clauses and Certifications – The Essential Clauses and Certifications are a material representation of fact upon which reliance is placed when entering into any contract or agreement resulting from this RFP. The return of these required documents signed with original signatures by an authorized representative of Proposer are prerequisites for finalizing the award and must be returned with the proposal. Failure to do so may deem a proposal null and void, at the sole discretion of CTCOG and programs served.

Where the undersigned Proposer is unable to certify to any of the statements above, a valid and just explanation must be attached, or proposal will be rejected.

Affirmation of CTCOG Essential Clauses and Certifications - The undersigned certifies the indicated statements and essential clauses are true and correct and further understands that making a false statement and/or proclamation of compliance is a material breach of any subsequent award or service agreement and is grounds for award cancellation.

PROPOSER SIGNATURE

The undersigned hereby certifies and warrants that he/she has been fully authorized to execute this proposal on behalf of their firm and to legally bind the firm to all the terms, performances, and provisions as herein set forth.

Signature

Date

Typed Name and Title of Authorized Representative

ATTACHMENT A

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental 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.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

NOTE: Write "N/A" if no CIQ relationship applies and sign below as verification

2 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.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

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.

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?

Yes No

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 received from the local governmental entity?

Yes No

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?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Signature of person doing business with the governmental entity

Date