

REQUEST FOR PROPOSAL

FOR

OUTSOURCING PAYROLL DEPARTMENT SERVICES

RFP No. TMC2017-001



Date of Issue: February 6, 2017

DUE DATE & TIME:

Monday – February 27, 2017

3:00p.m. (CST)

INQUIRIES AND PROPOSALS SHOULD BE DIRECTED TO:

Sandra E. Caudillo

Purchasing & Contracts Manager

TMC

5215 McPherson

Laredo, Texas 78044-2579

Telephone: (956) 722-5174 ext. 1156

Fax: (956) 722-0803

E-mail: sandra.caudillo@mail.tmccentral.org

TABLE OF CONTENTS

	Page
I. General Information	3
II. Scope of Services	7
III. Standard Terms & Conditions	11
IV. Respondent's Technical Qualifications	14
V. Proposal Evaluation	16
VI. Execution of Offer	18
VII. Respondent Questionnaire	20
Certifications	21

I. GENERAL INFORMATION

A. Purpose

The Texas Migrant Council, In. DBA TMC, (TMC) is currently inviting proposals from qualified individual and/or firms interested to provide Payroll Department Services on a contractual basis under the direction of the TMC Chief Financial Officer. The individual or firm selected would enter into a service contract

Proposals provided in response to this Request for Proposal (RFP) must comply with the submittal requirements set forth in Section C.

B. Overview

TMC, Teaching and Mentoring Communities is a one of a kind non-profit focused on impacting early education needs of qualified children and strengthening their families. TMC is the largest non-profit Migrant Seasonal Head Start provider in the United States. TMC also services Regular Head Start children in the Golden Crescent and Head Start and Early Head Start in the counties of Starr and Zapata in Texas. TMC has a complex One Stop Workforce in the Golden Crescent in Texas and a partnership with the University of Texas, Austin for Texas School Readiness.

C. Who May Respond (Respondent)

Only individuals and/or firms who are credentialed and have experience in doing this type of service/work should submit a bid proposal response. Proposers must provide proof of credentials and experience as part of their proposal submission to this procurement solicitation.

D. Instructions for Proposal Submission

1. *Additional questions should be submitted in writing by fax or e-mail.*

Questions will be accepted through Friday – February 17, 2017. Questions and answers will be disseminated to all parties requesting RFP packets by no later than closing of business day on Tuesday – February 21, 2017.

2. *Closing submission date*

Proposals must be submitted and received no later than 3:00 p.m. (CST) on Monday – February 27, 2017. An original and four (4) copies of the proposal should be submitted. An original signature must appear on the Certifications of at least one (1) copy submitted.

3. *Inquiries*

Inquiries concerning this RFP should be directed to the contact person indicated on the cover page.

4. *Conditions of Proposal*

All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Respondent and will not be reimbursed by TMC

5. *Instructions to Prospective Contractors*

Your proposal should be addressed as follows:

Sandra Caudillo
Purchasing & Contracts Manager
TMC
5215 McPherson
Laredo, TX 78041

It is important that the Respondent's proposal be submitted in a sealed envelope clearly marked in the lower left-hand corner with the following information:

Request for Proposal
OUTSOURCING PAYROLL DEPARTMENT SERVICES
RFP No. TMC2017-001

(Time)

(Date)

The time and date line are to be left blank. TMC will complete when proposal is received. Failure to do so may result in premature disclosure of your proposal.

Each proposal shall be considered binding and in effect for a period of ninety (90) days following the proposal opening.

In order to ensure a fair review and selection process, firms submitting proposals are specifically requested not to make other contacts with TMC staff or members of the Board of Directors regarding this proposal. Failure to comply with this request will result in disqualification of the proposal.

It is the responsibility of the Respondent to ensure that the proposal is received by TMC by the date and time specified on Page 3, Section D. 2.

Late proposals will not be considered. Proposals may be received by mail or hand delivery.

Faxes or e-mails of the proposal will not be accepted.

6. *Right to Reject*

TMC reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be based upon the factors described in this RFP.

7. *Small and/or Minority-Owned Businesses*

Efforts will be made by TMC to utilize small and/or minority-owned businesses.

A Respondent qualifies as a small business firm, if it meets the definition of “small businesses” as established by the Small Business Administration (13 CFR 121.3-8), by having average annual receipts for the last three fiscal years of less than four million dollars.

8. *Notification of Award*

It is expected that a decision, selecting the successful individual or firm, will be made within three (3) weeks (on or about March 17, 2017) of the closing date for the receipt of proposals. Upon conclusion of final negotiations with the successful individual or firm, all Respondents submitting proposals in response to the Request for Proposal will be informed, in writing, of the name of the successful individual or firm. Proposals, if accepted, shall remain valid for the life of the contract.

E. Contract Award

An initial one (1) year term contract will be the resulting award term for this procurement solicitation with an option to extend for two (2) one (1) year consecutive terms.

F. Extension Options

At the discretion of TMC, this Outsourcing of Payroll Department Services contract may be extended. The cost for the extension term will be agreed upon between TMC and the successful awarded Respondent. It is anticipated that the cost for the extended term will be based upon the same approximate cost as the original contract award.

TMC shall notify the Contractor by written notice, of its intent to extend the contract for the additional period. Extension options by TMC under the Agreement may be exercised based on a service performance evaluation to the contractor, such evaluation shall be prepared by the contract monitor assigned to this contract and also dependent upon the appropriation and allotment and/or allocation of funds. If funds are not appropriated, then TMC shall issue written notice to Contractor and TMC may terminate the Agreement without further duty or obligation.

G. Description of Entity

TMC is a nonprofit organization whose largest contract is to manage the Migrant Seasonal Head Start Program in Texas, as well as in Indiana, Ohio, New Mexico, Iowa, Oklahoma, Nevada and Wisconsin. TMC has been determined to be exempt from Federal income tax under Section 501(c) (3) of the Internal Revenue Code. It is governed by a 13-member Board of Directors. Administrative offices are located at 5215 McPherson in Laredo, Texas. Other offices are located throughout the aforementioned areas and states. The primary mission of the organization is to operate social and educational programs to assist economically and socially disadvantaged

families and to enable them to better their life situation.

In its 40-year history, TMC has developed and administered a variety of service programs. Currently, in addition to the Migrant Seasonal Head Start Program, TMC has been awarded contracts with local workforce boards with funding through the Texas Workforce Commission, as the management organization for Workforce Centers in Victoria (Texas). TMC also has been awarded the contract for Regional Head Start Services in Starr and Zapata Counties (Texas), Regional Head Start Services in the Golden Crescent Region for Victoria, Dewitt, Jackson, Gonzales, Lavaca, and Calhoun Counties (Texas), and the Texas School Ready Program in Laredo, Rio Grande Valley, and Victoria, Texas.

II. SCOPE OF SERVICES

The purpose of this RFP is to obtain the services of an individual or firm, who can provide professional services in the area of Payroll Department Services.

A. Services to Be Performed

TMC is seeking to outsource its internal payroll. As part of the RFP process, firms will be expected to propose and later implement a new payroll system for TMC. It is expected that the selected firm understand, document and assist in re-engineering the TMC's payroll processes and implement systems to meet its business requirements.

Parameters for the new system include usability, integrated systems, secure, paperless, preferably cloud-based, and adaptable to the requirements of the TMC's many programs and services. Data should be collected and processed once and output meaningful and useful reports. The system should also meet the security and confidentiality concerns (e.g., user access and client confidentiality) and reporting requirements for the TMC's periodic financial and regulatory audits.

Specific system requirements include:

1. Time and expense tracking and time entry for grants, contracts and other projects
2. Payroll and benefit management and integration with payroll systems
3. Reporting for 990
4. Reporting for periodic audits including financial audit
5. Efficient data entry
6. Allows for integration and/or easy data entry of outsourced loan portfolio transactions
7. Interface with Health benefits and retirement contributions
8. Complete the reports on the attached Listing of Payroll Reports (See Exhibit A)

The selected firm should exhibit the following characteristics:

1. Demonstrated knowledge of non-profit procedures and practices
2. Demonstrated knowledge of government grant management
3. Demonstrated experience working with Head Start and community action programs
4. Innovative in approach utilizing state-of-the art technology
5. Certifications/expertise in the systems selected
6. Efficient in delivery of work and system implementation
7. Strategies to cross train and minimize single points of failure and reliance on any on staff member
8. Responsive
9. Reputable
10. Willingness to meet in person and via teleconference
11. Be able to timely process average payroll of 1,200 employees with peaks of up to 1,500
12. Process annual W-2s of approximately 2,000 employees
13. Have an online portal for employees for access to their paystubs and W-2s
14. Interface with our accounting software (currently Blackbaud's American Fundware)
15. Capable of interfacing with our future accounting software MIPs by Abila

16. Propose solution for pay cards or similar product for employees without a bank account
17. Propose a time keeper solution to work with American Fundware and MIPs
18. On Line and/or app for availability for supervisors and employees time tracking
19. Checks signature: if required to be from TMC staff needs to be blacked out or ineligible when photo copied
20. Payroll checks will need 2 live signatures

B. General Specifications

The following provisions will also apply:

1. Timeliness of response and accessibility by service provider is an important aspect of this service.
2. Contractor must be available by phone, cell phone, fax and e-mail.
3. Services response is also of high importance. When TMC requests the services, contractor should provide some estimated time of completion and keep the requesting party apprised of any delays or special considerations.
4. Describe malpractice insurance coverage; carrier, limits, and exemptions.
5. Contact person for coordination of services will be Mr. Ricardo Gonzalez, TMC's Chief Financial Officer.
6. Performance for service provision by Contractor will be evaluated by TMC's Chief Financial Officer.

C. Other Considerations

In addition to addressing the system and firm requirements listed above, the proposal responses should address the following:

1. System Implementation Process
 - a. Overall implementation process
 - b. Timeframe for implementation and training
 - c. Confirm TMC will own and have unlimited right to all systems and software
 - d. Proposed training process for users
2. Estimation of Hours and Annual Fees for Three Years for All Services Including, but not Limited to:
 - a. System implementation
 - b. Monthly payroll

- c. Quarterly reports
- d. Annual reports
- e. Audit and 990 Support
- f. Consulting
- g. Training
- h. Other Services

D. Timeframe

Time is of the essence to perform the requested services

Upon award of contract, the contractor will have a two (2) week transition period, commencement of services is expected to be Monday – April 3, 2017.

E. Additional Value

The Respondent should include an explanation of other services that can be provided to nonprofits, specifically including value-added items. Value-added items can include consulting services, training services, and products.

Please specify any special discount not available to the general public that you will give to TMC

F. Confidentiality

The Respondent agrees to keep the information related to all contracts in strict confidence. Other than the reports submitted to TMC, the Respondent agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form, or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in the Respondent's possession, to those employees on the Respondent's staff who must have the information on a "need to know" basis. The Respondent agrees to immediately notify, in writing, TMC's authorized representative in the event the Respondent determines or has reason to suspect a breach of this requirement.

G. Contract Ethics

1. No employee of the TMC who exercises any responsibilities in the review approval, or implementation of the proposal or contract shall participate in any decision, which affects his or her direct or indirect personal or financial interest.
2. It is a breach of ethical standards for any person to offer, give or agree to give any TMC employee, Board of Director, or for any TMC employee or Board of Director to solicit, demand, accept, or agree to accept from another person or firm, a gratuity or an offer of employment whenever a reasonably prudent person would conclude that such

consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded to the general public.

3. The individual/firm shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the TMC.
4. The individual/firm shall not accept any project that places it in a conflict of interest with its service provision to Texas Migrant Council, Inc. If such a conflict of interest is subsequently discovered, the TMC shall be promptly notified.

H. Price

The Respondent's proposed price should be submitted in a separate envelope and noted as **"PROPOSED BID AMOUNT"**.

Proposed pricing shall include estimation of hours and annual fees for three years for all services including, but not limited to:

1. System implementation
2. Monthly payroll
3. Quarterly reports
4. Annual reports
5. Audit and 990 Support
6. Consulting
7. Training
8. Other Services

Billing preference is set monthly fee.

TMC will not recognize or accept any charges or fees that are not specifically stated in the Respondent's proposal.

TMC reserves the right to negotiate with the Proposer on the structure of the rates or flat fee proposed if applicable. Any out-of-pocket expenses should also be indicated.

I. Payment

Payment will be made when TMC has determined that the total work effort has been satisfactorily completed. Should TMC, reject an invoice/billing, TMC's authorized representative will notify the Respondent in writing of the rejection giving the reason(s). The right to reject an invoice/billing shall extend throughout the term of this contract and for ninety (90) days after the Respondent submits the final invoice for payment.

III. STANDARD TERMS AND CONDITIONS

1. General: These General Terms and Conditions shall be made a part of and govern any Purchase Order and/or Contract, if any, resulting from this Request for Proposal.
2. Definitions: Whenever the following terms are used in these General Terms and Conditions or in the other Contract Documents the intent and meaning shall be interpreted as follows:

Contract Documents shall mean the documents that form the Contract between TMC and the Contractor. The Contract Documents consist of the Agreement, Conditions of the Contract (this Section – Standard Terms and Conditions), Scope of Work and Specifications, Proposed Bid Amount, Certifications, Respondent’s Questionnaire, and all Addenda and Amendments issued prior to and after the execution of the Contract.

Respondent shall mean the individual, partnership, corporation, or other entity responding to this RFP.

Contractor shall mean the individual, partnership, corporation, or other entity awarded a Contract under this RFP, in accordance with the terms, conditions, and requirements herein.

3. Entire Agreement. The Contract Documents, for all intents and purposes, are intended as the complete and exclusive statement of the agreement between TMC and the Contractor and supersede all prior or contemporaneous agreements, negotiations or oral representations relating to the subject matter herein.
4. Time of Performance. Time is of the essence in the rendering of services hereunder. Contractor agrees to perform all obligations and render services set forth per this Contract in accordance with the schedules mutually agreed upon between TMC and Contractor during the term of this Contract.
5. Termination
 - a. Default: In the event that the Contractor fails to carry out or comply with any of the terms and conditions of the Contract with TMC, TMC may notify the Contractor of such failure or default in writing and demand that the failure or default be remedied within 15 days; and in the event that the Contractor fails to remedy such failure or default within the 15-day period, TMC shall have the right to cancel the Contract.
 - b. Lack of Funding: The Contract may be terminated, without penalty, by TMC due to lack of funding from its funding source(s). TMC shall give thirty (30) days’ written notice to the Contractor. In no event shall termination by TMC as

provided for in this paragraph give rise to any liability on the part of TMC including, but not limited to, any claims of Contractor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. TMC's sole obligation hereunder is to pay Contractor for products and/or services ordered prior to the date of termination.

6. Independent Contractor. Contractor recognizes that it is engaged as an independent contractor and acknowledges that TMC will have no responsibility to provide transportation, insurance, worker's compensation coverage, or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of TMC by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of TMC.
7. Contract Amendments. The Contract may be amended within the contract period by mutual consent of the parties. No modifications or amendments to the Contract shall become valid unless in writing and signed by both parties.
8. Compliance with Law. Contractor is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including:
 - a. Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D))
 - b. Executive Order 11246 of September 14, 1965 (Equal Employment Opportunity), as amended by Executive Order 11375 of October 13, 1967
 - c. Non-segregated Facilities (41 CFR 60-1),
 - d. Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended
 - e. Americans with Disabilities Act of 1990 (42 USC 12101 et seq.)
 - f. Contract Work Hours and Safety Standards Act, Sections 103 and 107 (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5)
9. Access to Documents. To the extent applicable to this procurement, Contractor agrees to grant access by TMC, the Federal Grantor agency, the Comptroller General of the United States or any of their duly authorized representatives to any books, documents, papers and records of the Contractor, which are directly pertinent to this Contract, for the purpose of making audit, examination, excerpts, and transcriptions.

10. Acceptance of Products and/or Services. All products furnished and/or services performed under this Contract shall be to the satisfaction of TMC and in accordance with the scope of work, specifications, terms, and conditions of the Contract. TMC reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products or services.
11. Sales and Use Tax. TMC, as a grantee of the U.S. Federal government, qualifies for exemption from sales tax.
12. Insurance. Contractor shall maintain, during the term of this Agreement, vehicle liability insurance required by the state of Texas covering all personnel in the vehicle while performing under this Agreement.
13. Indemnification
 - a. To the fullest extent permitted by applicable law, the Contractor agrees to indemnify, protect and hold harmless TMC, representatives of the TMC, and their respective officers, directors and employees from and against all claims, damages, losses, causes of action, suits or judgments arising out of, caused by, or resulting from the performance of services, or provision of goods, by contractor pursuant to this contract, which are caused in whole or in part by any negligent act or omission of the contractor.
 - b. Contractor shall protect and indemnify the TMC from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent, or copyright, arising by or out of any of the services performed or goods provided hereunder.
14. Force Majeure. If either TMC or Contractor is delayed at any time in the performance of its obligations hereunder by economic industry-wide strikes, fire, unusual delay in deliveries, unavoidable casualties, or other causes reasonably beyond such Party's control and which could not have been reasonably anticipated by either TMC or Contractor, then the time for performance of such Party shall be extended by one (1) day for each day of such delay.
1. Patent and Copyright. Contractor shall pay for any royalties, license fees, copyrights or trade and service marks required to perform the services required by this Contract.
16. Governing Law. This contract and any resulting agreement or purchase order shall be construed and governed by the laws of the State of Texas.

IV. RESPONDENT'S TECHNICAL QUALIFICATIONS

The Respondent, in its proposal, shall, as a minimum, include the following:

A. Experience

The respondent should describe the competence in Non-for Profit Payroll, its experience, including the names, addresses, contact persons, and telephone numbers of at least three clients preferably including clients similar to the TMC.

1. Provide a description of the organization, expertise, and resources which your firms has available for servicing not-for-profit payroll and government grant accounting.
2. Provide a list of the local office's current and prior not-for profit clients indicating the type(s) of services performed, the number of years served for each, and the most recent year for which services were rendered for each client.
3. Provide a listing of not-for-profit engagements won and lost in the past five years.

B. Organization, Size, Structure, and Area of Practice

The Respondent should describe its organization, size, structure, areas of practice, and office locations.

1. Describe your organizations methodology for providing current education to your staff and to our organization's staff regarding not-for-profit related accounting issues.
2. Indicate the number of personnel with the local office (or permanently assigned to the local office during the engagement) and provide a brief biography of those who will be assigned to the engagement. Please include an estimate of the amount of time each team member will be dedicated to TMC.
3. Indicate the percentage of time staff will be available to TMC.
4. Indicate, if appropriate, that the firm is a small or minority-owned business.
5. The proposal should include the firm name, address, telephone, e-mail address, fax and a contact person for the organization.

C. Staff Qualifications

The respondent should have experience in the following areas: nonprofit and tax exempt organizations, government grants and contracts, labor and employment, and general business operations. The respondent should describe the qualifications of the individual(s) or firm's staff to be assigned to work on this project. Descriptions should include:

1. Team makeup.
2. Overall supervision to be exercised.
3. Professional and educational background of each individual or firm's staff assigned to the engagement.

4. Include resumes of staff to be assigned to the project, their education, and position in firm, years and types of experience, continuing professional education.

D. Understanding of Work to be performed

The Respondent should describe its understanding of work to be performed. TMC expects all submitting individuals or firms to consent to the Scope of Work and General Specifications. Exceptions desired must be clearly noted in the proposal submittal.

E. Certifications

The Respondent must sign and include as an attachment to its proposal the nine (9) Certifications enclosed with this RFP.

V. PROPOSAL EVALUATION

A. Submission of Proposals

All proposals shall include one (1) original and four (4) copies of the Respondent's technical qualifications, one (1) original and four (4) copies of the pricing information (in separately sealed envelopes), and one (1) original and four (4) copies of the signed Certifications. These documents will become part of the contract.

B. Nonresponsive Proposals

Proposals may be judged nonresponsive and removed from further consideration if any of the following occur:

1. The proposal is not received timely in accordance with the terms of this RFP.
2. The proposal does not follow the specified format.
3. The proposal does not include the Certifications.

C. Evaluation

The Respondent selected for an award will be the Respondent whose proposal, as presented in the response to this RFP, is the most advantageous to TMC. TMC is not bound to accept the lowest priced proposal if that proposal is not in the best interest of TMC as determined by TMC.

TMC's Evaluation Committee will evaluate proposals. Evaluation of each proposal will be based on the following criteria:

Factors	Point Range
1. Past Performance on similar assignments	20
2. System Implementation Process	15
3. Evidence of Respondent's expertise, experience, and Competence for servicing not-for-profit payroll and Government grant accounting	
4. Key Personnel	15
5. Cost/Price/Rates	30
6. Small and/or minority-owned businesses/MBE/WBE	5

Maximum Points: 100

D. Review Process

After opening of proposals, an award may be made on the basis of initial evaluation of proposals without discussion, clarification or modification or, at TMC's sole option and discretion; TMC may discuss or negotiate any or all elements of the proposal with selected respondents. TMC

may, at its discretion, request presentations by/or meetings with any or all Respondents, to clarify or negotiate modifications to the Respondent's proposals. For purposes of negotiation, a competitive range of acceptable proposals may be established comprising the highest rated proposal(s). After the submission of a proposal but before making an award, TMC may permit the respondent(s) to revise the proposal in order to obtain the best and final offer. TMC reserves the right to award a Contract for all or any portion of the requirements proposed by reason of this request, award multiple Contracts, and reject any and all proposals if deemed to be in the best interests of TMC, or re-solicit for proposals. If TMC awards a contract, it will award the contract to the Respondent whose proposal is the most advantageous to TMC, considering price and the evaluation factors set forth in this RFP.

VI. EXECUTION OF OFFER

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

1. By signature hereon, Respondent offers and agrees to furnish the training and/or services at the prices quoted and comply with all terms, conditions, and requirements as set forth per the RFP documents contained herein.
2. By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a TMC employee in connection with the submitted proposal.
3. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State of Texas, codified in Section 15.01, et. Seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
4. By signature hereon, Respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.
5. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any contract which may result from the submission of this proposal.
6. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of TMC.
7. By signature hereon, Respondent affirms that he has not received compensation for participation in the preparation of the specifications for this RFP.
8. Respondent represents and warrants that all articles and services quoted in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
9. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

10. The respondent certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Complete the following:

VIN No: _____

If Sole Owner, SS No: _____

If a Corporation, State of Incorporation: _____

Charter No: _____

Submitted By: _____
(Company Name)

(Authorized Signature)

(Printed Name/Title)

(Date)

(Street Address)

(City, State, Zip Code)

(Phone and Fax Number)

E-mail address

VII. RESPONDENT QUESTIONNAIRE

Respondents are requested to submit a complete response to each of the below listed items. Responses requiring additional space should be brief and submitted as an attachment to your proposal package. Please reference each response by its item number indicated below.

1. Legal name of the company: _____
Number of years in Business: _____
Type of Operation: Individual: _____ Partnership: _____ Corporation: _____
Number of Employees: _____
2. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution?
3. Provide a customer reference list of no less than three (3) organizations with which your company currently has contracts with and has previously provided goods and/or services of equal type and scope, as requested herein, within the past five (5) years. The reference list must include company name, contact person, and telephone number, project description and length of business relationship.
4. Provide an estimate of the earliest start date following execution of a contract.
5. Provide summary resumes for proposed project team members, including their specific experiences with similar projects, and number of years with your company.
6. What difficulties do you anticipate in serving TMC and how do you plan to manage these?
7. Does any relationship exist whether by relative, business associate, capital funding agreement or any other such kinship exist between you company and any TMC employee? If yes, please explain.
8. Is your company a minority-owned or woman-owned business? If so, under what certifying agency, state or federal, is it certified?

Submitted by: _____

(Authorized signature)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

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

1. Are not 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 contract 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 contract 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 indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification form.

Name of Organization/Firm: _____

Signature of Authorized Representative: _____

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the subcontractor's policy statement;

Notifying the employees in the subcontractor's policy statement that as a condition of employment under this subcontract, employees shall abide by the terms of the policy statement and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the Board within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization/Firm: _____

Signature of Authorized Representative: _____

CERTIFICATION REGARDING LOBBYING

This certification is required by the Federal Regulations Implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

The undersigned certifies to the best of his/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 Congress, or an employee or a Member of Congress in connection with the awarding 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 a federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of 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, and or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with the 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.

Name of Organization

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

**CERTIFICATION REGARDING
TEXAS CORPORATE FRANCHISE TAX**

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for-profit corporations that are delinquent in making state franchise tax payments. The following certification that the entity entering into this subcontract is current in its franchise taxes or is not subject to the payment of franchise taxes to the State of Texas must be signed by the individual authorized to sign the subcontract for the subcontracting entity.

The undersigned authorized representative of the entity subcontracting herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of subcontract and is grounds for subcontract cancellation.

Indicate the certification that applies to your subcontracting entity:

- The subcontracting entity is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.
- The subcontracting entity is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

Name of Business: _____

- Type of Business (if not corporation):
- Sole Proprietor
 - Partnership
 - Other

I.R.S Tax Number: _____

Signature of Authorized Representative: _____

Authorized Representative's Printed Name: _____

TMC

FELONY CONVICTION NOTIFICATION
(To be submitted with Bid/Proposal/Quote)

A person or business entity that enters into this contract with TMC. must give advance notice to the agency if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

TMC may terminate a contract with a person or business entity if the agency determines that the person of business entity failed to give notice or misrepresented the conduct resulting in the conviction. TMC must compensate the person or business entity for service performed before the termination of the contract.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following furnished is true to the best of my knowledge.

VENDOR NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): _____

a. My firm is a publicly held corporation; therefore, this reporting requirement isn't applicable.
Signature of Company Official: _____

b. My firm is not owned nor operated by anyone who has been convicted of a felony:
Signature of Company Official: _____

c. My firm is owned and operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____ Date: _____

CERTIFICATION BY BIDDER

I, the undersigned, submit this application and have read the specifications, which are a part of this solicitation. My signature also certifies that I am authorized to submit this application. Sign as a representative for the firm, and carry out services solicited in the Invitation for Bid:

Signature of Authorized Agent: _____

Printed Name and Title of Agent: _____

Name of Firm: _____

Address: _____

Telephone Number: _____

FAX Number: _____

Contact Person: _____

Note: The _____ ensures that small, minority, disadvantaged, and women’s businesses are utilizes as sources for acquisitions whenever possible. Auxiliary aids and services are available upon request to individuals with disabilities.

Please check if your firm is a historically underutilized (disadvantaged) business (HUB), as defined by Texas Government Code 407.101.

Yes _____ No _____

If the answer is yes, is your firm registered with the Texas Comptroller Of Public Accounts and a HUB?

Yes _____ No _____

If yes, please provide your certification Number: _____

STATE ASSESSMENT CERTIFICATION

The authorized representative of the corporation contracting herein by executing this contract certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

The corporation certifies that:

_____ It is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas.

_____ It has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

Authorized Representative

Date

DISCLOSURE OF INTERESTS

It is the fiscal policy of TMC that all persons or firms seeking to do business with TMC to provide the following information. **Every question must be answered.**

If the question is not applicable, answer with "NA".

COMPANY NAME: _____

FEDERAL ID#: _____

P.O. BOX: _____

STREET: _____

CITY: _____ STATE: _____ ZIP: _____

Firm is: (1.) Corporation (2.) Partnership (3.) Sole Owner (4.) Association (5.) Other

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the name of each "non-managerial employee" of having an "ownership interest" constituting 10% or more of the ownership in the above name "firm"

Name	Job Title
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2. State the names of each "managerial employee" of the Board having an "ownership interest" constituting 10% or more of the ownership in the above name "firm"

Name	Job Title
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3. State the names of each "member" of the board or Board Staff having an "ownership interest" constituting 10% or more the ownership in the above name "firm"

Name	Job Title
------	-----------

4. State the name of each employee or officer of a "consultant" for the Board who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 10% or more of the ownership in the above name "firm"

Name	Job Title
------	-----------

5. Other

Name

CERTIFICATION REGARDING CONFLICT OF INTEREST

The undersigned bidder certifies that:

- (1) No officer, employee or paid representative or consultant of the proposer is a member of TMC Board of Directors.
- (2) No officer, employee, paid representative or consultant of the proposer is a spouse to a member of the TMC Board of Directors.
- (3) No officer, board member, the executive director, or employee of the TMC owns or controls more than 10 percent in the proposer/bidder's company.
- (4) No spouse of an officer, board member, the executive director, or employee of the TMC is an officer, manager, or paid representative or consultant of the proposer/bidder.
- (5) No member of the Board of Directors, the executive director or employee of the TMC receives compensation from the proposer/bidder for lobbying activities as defined in federal laws or Chapter 305 of the Texas Government Code.
- (6) Proposer/bidder has disclosed within the proposal any interest, fact or circumstances which does or may present a potential conflict of interest.
- (7) Should proposer/bidder fail to abide by the foregoing regarding conflict of interest, proposer/bidder shall not be entitled to recovery of any costs or expenses incurred in relation to any contract with TMC and shall immediately refund TMC any fees or expenses that may have been paid under a contract and shall further be liable for any costs incurred or damages sustained by TMC relating to that contract.

Name of Organization

Signature of Authorized Representative

Typed/Printed Name of Authorized Representative

Date

End of RFP document