



East Texas Gulf Coast
Regional Trauma Advisory Council
Regional Advisory Council - R (RAC-R)

REQUEST FOR PROPOSAL

FUNCTIONAL EXERCISE

OPERATION: MORNING STAR

1111 NORTH LOOP WEST
SUITE #160
HOUSTON, TEXAS 77008

NOVEMBER 19, 2012

OVERVIEW

The SouthEast Texas Regional Advisory Council (SETRAC) in collaboration with the Regional Healthcare Preparedness Coalition (RHPC), Regional Catastrophic Planning Initiative (RCPI) and the East Texas Gulf Coast Regional Advisory Council (RAC R), herein after known collectively as The Planning Group, has initiated this request for proposal to facilitate the planning, coordination, execution, and complete written evaluation of five (5) functional exercises. One exercise will be held in each of the five (5) RHPC designated Corridors. The exercises shall be completely designed and executed utilizing the Homeland Security Exercise and Evaluation Program (HSEEP) format/tool. The proposed functional exercises shall be inclusive of all hospitals within the Corridors, the Catastrophic Medical Operations Center (CMOC) and test regional plans that address ambulance operations and no-notice medical response con-ops. Participation from Emergency Medical Services, Public Health, and jurisdictional Offices of Emergency Management, and any other governmental response agency is highly desirable and dependent upon each entity's preference. The functional exercises are required to meet all standards for Joint Commission (JC), Det Norske Veritas Healthcare, Inc. (DNVHC), Office of Secretary for Preparedness and Response (OASPR), and other guidelines as established in the planning of the functional exercises.

QUESTIONS

Any questions concerning this Request for Proposal must be in writing or email, submitted to:

Lori Upton
Director of Preparedness
281-822-4450
Lori.Upton@SETRAC.org

Answers to all questions will be distributed to all **known** bidders without identifying the company that asked the question. Questions asked during any verbal conversation, either telephonic or in-person shall not be held binding unless followed up with a written submission.

EVENT SCHEDULE

The following is the anticipated schedule of events pertaining to this Request for Proposal. Any change or deviation from the schedule noted below will be made in writing to all known bidders and posted on the SETRAC website, and all locations where this RFP has been posted.

Request for Proposal Submission Deadline	December 20, 2012	17:00 CST
Evaluation of Proposals	January 7, 2013	09:00 CST

Selection of Successful bidder	January 9, 2013	16:00 CST
Issuance of Purchase Order	January 15, 2013	17:00 CST

SUBMISSION INSTRUCTIONS

Proposal responses must be received in the SETRAC Offices no later than close of business on Thursday December 20, 2012. Responses must be mailed or delivered to the address below and identified as "RFQ – Operation Morning Star".

Submit proposals to:

Attention: Lori Upton
 Director of Preparedness
 1111 North Loop West Ste #160
 Houston, Texas 77008

Electronic mail or facsimile responses will not be accepted, nor will they be considered for award. Late responses will be returned unopened to the vendor.

Proposal information is restricted and is not publicly available until after award of the contract. All documents associated with the RFP, unless the vendor indicates that a portion of the proposal is proprietary, will be subject to public inspection under the Open Records Act. All materials, literature, and product information obtained during the course of this Request for Proposal will become the property of SETRAC; unless specifically requested in writing by the vendor.

A person authorized to sign on behalf of the proposing company must sign the proposal.

MODIFICATION OR WITHDRAWAL OF PROPOSALS

A proposal that is in the possession of SETRAC may be altered by a letter (either scanned or delivered) bearing the signature of the person authorized for bidding, provided it is received prior to the time and date of evaluation.

Likewise, a proposal may be withdrawn by the bidder prior to the evaluation process.

SECTION ONE – GENERAL INSTRUCTIONS

1.1 INSTRUCTIONS

- 1.1.1 All Bids shall be submitted in duplicate.
- 1.1.2 All Bids are to be submitted in a sealed envelope.
- 1.1.3 Additional information or clarification of any of the instructions or information contained herein may be obtained from the SETRAC.
- 1.1.4 The SETRAC shall assume no responsibility for oral communications. All official correspondence in regard to the Specifications should be directed to and shall be issued by the SETRAC point of contact in writing.
- 1.1.5 To better ensure fair competition and to permit a determination of the lowest bidder, bid responses may be rejected if they show any omission, irregularity, alteration of form, addition, condition, unresponsiveness or unbalance.
- 1.1.6 Specifications provided are based on City, County and Regional regulations and needs, and other significant or limiting factors to meet requirements and consistent with established policies. Minimum and maximum requirements are established arbitrarily to limit competition or to exclude competitive Bidders.

1.2 TAXES: Responsibility for payment, exemptions, forms to be filed, etc.

- 1.2.1 The successful bidder is responsible for paying and, by submitting a bid, agrees to pay all retail sales, income, real estate, sales and use, transportation, special and any other taxes applicable to and assessable against any goods, processes and operations incident to or related to this invitation to bid. The successful bidder is responsible for ascertaining applicable taxes and making all necessary arrangements to pay same.
- 1.2.2 All prices quoted shall be exclusive of any State, Federal or other applicable taxes, including Federal Excise Tax on trucks or any other goods or accessories.

1.3 DISPUTES

- 1.3.1 In cases of disputes as to whether the goods or services quoted or delivered meet specifications, the decision of the SETRAC representative shall be final and binding on both parties.

1.4 LAW AND REGULATIONS

- 1.4.1 The successful bidder shall comply with all applicable Federal, State, and local laws and ordinances. The successful bidder shall protect and indemnify the SETRAC, and its agents or employees against any claim or liability arising from or based on the violation of any laws, ordinances, or regulations by the successful bidder and by any subcontractors, agents, or employees.

1.5 INDEMNIFICATION

- 1.5.1 If a contract is awarded, the successful bidder shall be required to indemnify, defend, and hold the SETRAC, its employees, and agents harmless from and against any and all claims, loss, liability, cost, and expenses, including attorney fees, howsoever arising or incurred, alleging personal injury, bodily injury, including death, or property damage arising out of or attributable to the successful bidder's performance of the contract awarded.

1.6 TERMINATION PROCESS

1.6.1 Termination for Cause:

- 1.6.1.1 Notwithstanding anything contained herein, if the successful bidder fails to fulfill its obligation under this agreement properly and on time or otherwise violates any provision of this agreement, the SETRAC may terminate this agreement by written notice to the successful bidder. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished goods or services provided by the successful bidder shall, at the SETRAC's option, become the SETRAC's property. The SETRAC shall pay the successful bidder fair and equitable compensation for satisfactory performance prior to receipt of notice of termination less the amount of damages caused by the successful bidder's breach. If the damages are more than the compensation payable to the successful bidder, the successful bidder shall remain liable after termination, and the SETRAC may take all steps necessary to collect damages.

1.7 PAYMENT TERMS

- 1.7.1 Invoice(s) shall contain the following information: Purchase Order Number, Item Number, description of goods or services, quantities, unit prices, and extended totals. Payment terms, unless otherwise noted, shall be net thirty (30) days. SETRAC is not subject to retail sales, income, real estate, sales, use, transportation, or special taxes. The final payment shall be based upon acceptance of goods or services from the successful offeror and a final invoice submitted by the successful offeror and approved by the SETRAC.

1.8 AVAILABILITY OF FUNDS

- 1.8.1 The obligations of the SETRAC under any contract awarded pursuant to this RFP are subject to the availability of funds.

1.9 INTEGRATION

- 1.9.1 The RFP, the successful bidder's bid, and the Purchase Order contain the entire understanding between the parties, and any additions or modifications hereto may only be made in writing executed by both parties hereon.

1.10 CHANGES

- 1.10.1 Upon agreement by the Planning Group, the SETRAC reserves the right to add items to this contract if the items meet the following criteria:
- 1.10.2 The items added are, in the Planning Group's joint opinion, within the general scope of work established for this contract and/or are ancillary to the successful completion of work under the resulting contract.
- 1.10.3 The price for each item as offered by the successful bidder is, in the Planning Group's joint opinion, fair and reasonable and consistent with the pricing for the balance of the resulting contract.
- 1.10.4 The items added are relatively insignificant to the overall value and services under the agreement.

1.11 MOST FAVORED PUBLIC ENTITY

- 1.11.1 The successful bidder agrees that the prices charged the SETRAC under this contract do not exceed existing selling prices to its other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

1.12 CONDITIONS FOR PURCHASING ELSEWHERE

- 1.12.1 *Time is of the essence.* Should the successful bidder fail to perform as specified, in accordance with the terms and conditions specified herein, the purchasing agent shall then have the right to procure goods and services in the open market or by contract, in which event the additional costs of such goods or services above the contract price shall be charged against the successful bidder, and may be deducted from any funds payable or which may become payable to the successful bidder.
- 1.12.2 The purchasing agent may reject, at his or her sole discretion, any goods or services ordered from the successful bidder if they are delivered or performed subsequent to the placement of orders elsewhere.

1.13 CHANGES/ERASURES TO BID RESPONSE

- 1.13.1 To be considered, all erasures, interpolations and other changes in the bid response shall be signed or initialed by the bidder.

1.14 BIDDER'S UNDERSTANDING OF THE SCOPE OF RFP AND DUE DILIGENCE

1.14.1 By submitting a bid in response to this RFP, the bidder represents that it has read and understands this RFP, including any addenda, and has familiarized itself with Federal, State, and local laws, ordinances, rules, and regulations that may affect the cost or performance under this RFP or any resulting contract. The failure or omission of any bidder to receive or examine any form, instrument, addenda, or other document or to acquaint itself with conditions existing at any site shall in no way relieve that bidder from any obligations with respect to its bid response or to any resulting contract.

1.15 BID RESPONSE MODIFICATIONS OR WITHDRAWAL

1.15.1 A bid response may be modified or withdrawn by the bidder at any time before the time and date set for the receipt of bid responses upon notice to the purchasing agent in writing.

1.15.2 Modified and withdrawn bids, clearly marked and dated, may be resubmitted to the SETRAC up to the time and date set for the receipt of bid responses.

1.15.3 No bid response may be unilaterally modified or withdrawn after the time set for the receipt of bid response and for ninety (90) calendar days thereafter.

1.16 CONTENT

1.16.1 The contents of the bid response of the successful bidder may become contractual obligations. Failure of the successful bidder to accept these obligations in a contract may result in cancellation of the award, and the successful bidder may not be eligible for future solicitations.

1.17 CONFLICT OF INTEREST

1.17.1 By submission of a bid response, the bidder agrees that it has no direct or indirect interest that would conflict in any manner or degree with performance by this RFP or any resulting contract of its services. The bidder shall further covenant that, in the performance of any contract, the bidder shall not employ any person or entity having any such known conflict.

1.17.2 Failure of the bidder to provide any information requested in the RFP may result in disqualification.

1.18 ACCEPTANCE OF TERMS AND CONDITIONS

1.18.1 By submitting a bid response to this RFP, the successful bidder accepts the terms and conditions set forth herein.

1.19 CONFIDENTIAL AND PROPRIETARY INFORMATION

- 1.19.1 All information contained in the bid is subject to production. Each bidder shall be responsible for identifying all information in its bid that it considers confidential and proprietary and not subject to release to the general public for any reason by including with its bid a separate list entitled “Confidential and Proprietary Information”. The list shall identify all such information and shall include the location of such information in the bid, including page numbers, as well as an explanation as to why each piece of information is considered to be confidential and proprietary. All information not included on the list, even if marked as confidential or “proprietary, shall be considered public information and is subject to release on request.
- 1.19.2 All work product developed to execute this RFP will become the property of the SETRAC.
- 1.19.3 Reasons given for considering information within a bid response confidential or proprietary shall be legally justifiable, which is within the sole discretion of the SETRAC. Indicating that a bid response in its entirety is confidential and proprietary is not legally justifiable, is not acceptable, and may be grounds for the SETRAC rejecting the bid response on the grounds that the bid response is not responsive.
- 1.19.4 Limitations to Liability: The SETRAC assumes no responsibility and no liability for costs incurred by successful bidder in responding to the RFP, including requests for additional information. The SETRAC assumes no responsibility and shall not be liable in any way for the release to the public of information that is contained in the bid response.

SECTION TWO – GENERAL SPECIFICATIONS

2.1 SCOPE

- 2.1.1 These requirements are intended to cover the development, execution, and evaluation of five functional exercises for the SETRAC, RHPC, RCPI and RAC R.
- 2.1.1.1 One functional exercise for each of the five Corridors, is to be developed, executed, and evaluated specifically for that Corridor, and must include utilization of the CMOC. At a minimum, one exercise must include the regional ambulance operations plan (AMOPS) and the region no-notice medical response con-ops plan.
- 2.1.2.1 Participation of EMS, Public Health, OEMs are highly encouraged and should be included in the exercise design and executed either by the participating agency or via SimCell by the contractor.

- 2.2.1 Bidders are strongly encouraged to bring any issues regarding this request for proposal or the details of the functional exercises to be provided to the purchaser prior to the deadline.
- 2.2.2 Any modifications, additions or deletions to the exercise requirements that result from planning meetings shall be in the form of an addendum agreed upon by the Planning Group, and published by the SETRAC.

2.3 PURCHASE ORDER

- 2.3.1 Award and authorization for materials/plans to be delivered shall be by purchase order issued by the purchasing agent.

2.4 TERM OF CONTRACT

- 2.4.1 This contract shall be in effect through August 30, 2013. Additional needs or requirements can be added to this contract.

2.5 DELIVERY/EXECUTION OF FULL SCALE EXERCISE/GOODS

- 2.5.1 Successful bidder shall guarantee the functional exercises to be performed no later than June 30, 2013. The performance of the proposed exercises should exclude holidays unless otherwise determined by the exercise planning team.
- 2.5.2 All costs and charges for the functional exercise shall be included in the bid response. Unit prices quoted shall include delivery; all charges prepaid, and shall be exclusive of all taxes. No transportation, shipping, or handling charges shall be added to the invoice.
- 2.5.3 Exercise completion includes the provision of planning, coordination, delivery, and after action review utilizing HSEEP format.

2.6 ESTABLISHED PROVIDER

- 2.6.1 Quotes shall only be considered from bidders that qualify as an “established provider.” An “established provider” means a person or entity that owns, operates, or maintains a business in which the goods or employees required for the performance of the contract are provided. To be a considered an established provider, the bidder shall engage in, as its principal business and in its own name, the purchase and/or sale of the plans that are the subject of this RFP.
- 2.6.2 New agencies, contractors, or businesses established for the sole purposes of execution of the requested full scale exercise (this RFP) will not be considered.

2.7 AWARD OF CONTRACT

- 2.7.1 The purchasing agent shall award all contracts to the lowest responsible,

responsive bidder, as determined by the joint decision of the Planning Group, not earlier than seven (7) days after the public opening of bids. Price, delivery time, and compliance with the technical specifications shall be prime factors in determining the successful bidder as provided by applicable City, State and Federal laws. The decision of the Planning Group is final.

- 2.7.2 The SETRAC reserves the right to accept or reject any bid and to procure none or any quantity of goods or services that are the subject of this RFP, as deemed in its best interest of the Planning Group.

2.8 LITERATURE AND SAMPLES

- 2.8.1 The Bidder shall provide two (2) copies of complete, current, and up-to-date manufacturer-published descriptive literature and specifications for the proposed functional exercises with the Bid Response, giving full details of the proposed exercises to be furnished under contract.

2.9 EXCEPTIONS SHEET

- 2.9.1 Bidders shall include a clearly-identified exception Sheet ***with the bid response*** that shall clearly identify (by RFP clause number) ***all*** exceptions being taken to these specifications, even if identified elsewhere in the literature and/or bid response submitted. Any exceptions noted anywhere else in the literature submitted or the bid response and ***not*** included in the exception sheet shall be automatically rejected by the purchaser and the bidder, if awarded the contract, shall furnish the functional exercises as specified herein, subject only to modifications as offered in the exception sheet and as accepted by the purchaser.

SECTION THREE – TECHNICAL SPECIFICATIONS

3.1 MEETINGS:

- 3.1.1 PLANNING MEETINGS: The Successful bidder shall provide multiple planning meetings with (at minimum) the RHPC and the SETRAC. These meetings shall be held prior to the start of the functional exercises to clarify needs, participants, and other goals. The meetings shall be HSEEP compliant and scheduled at dates/times/locations mutually agreed upon between the successful bidder and the regional representatives.

SECTION FOUR – FUNCTIONAL EXERCISE SPECIFICATIONS

3.2 DESCRIPTION

- 3.2.1 To research, develop, conduct and report five (5) Corridor specific functional exercises. The functional exercises shall be developed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) and the

requirements outlined in the Scope of Work as agreed upon in the planning meetings.

- 3.2.2 To provide instructors/employees, including travel and per diem costs, for the conduct of the four Corridor functional exercises. The contractor shall also be responsible for providing planning leaders and employees familiar and competent with the Homeland Security Exercise and Evaluation Program (HSEEP) Training Course and instruction.
- 3.2.3 To provide a documented review of all exercise activities, including proposed changes and corrective/improvement actions for the plans and procedures in accordance with the requirements outlined in the Scope of Work as determined in the planning meetings.
- 3.2.4 To comply with other pre-requisites as agreed upon between the Planning Group and the contractor for this program delivery.

TERMS OF CONTRACT – ASSUMPTIONS AND AGREEMENTS

- A. This project is jointly funded under a Texas Department of State Health Services contract under a federal Department of Health and Human Services grant supporting the Hospital Preparedness Program and the Department of Homeland Security Regional Catastrophic Planning Initiative. The fiscal year in which HPP funding allocations are awarded within Texas is from July 1, 2012 through June 30, 2013, and annually thereafter at the discretion of state and federal program officers with pre-approval.
- B. Due to funding constraints, the project will be managed in four phases:
 - Phase I to be completed by February 28, 2013. (Planning)
 - Phase II to be completed by March 29, 2013. (Coordination)
 - Phase III to be completed by June 1, 2013. (Execution)
 - Phase IV to be completed by June 30, 2013. (Evaluation/Completion)

EVALUATION AND SELECTION CRITERIA

Issuance of this RFP and receipt of proposals does not commit SETRAC to award a contract. SETRAC reserves the right to postpone receipt date, accepting or rejecting any or all proposals received in response to this RFP, or to negotiate with other than the highest ranked offeror should negotiations with the highest ranked offeror be terminated, or to cancel all or part of this RFP.

All proposals received will be evaluated for completeness and the proposer's ability to meet all specifications as outlined in this RFP. A list of specific proposers whose proposals best meet all criteria required will be created and further reviewed.

Proposals will be evaluated on the following criteria:

- Ability of the proposer to meet or exceed the requirements defined in the RFP including the range of services offered.
- Completeness of response to RFP as outlined in this solicitation package.
- Experience, qualifications and references.

Proposal submission:

An authorized representative of the proposing company shall sign proposals. Failure to submit all information requested may result in requiring prompt submission of missing information and / or giving a lower evaluation of the proposal. Proposals that are either substantially incomplete or lack key information may be rejected.

Proposal response format:

One (1) original and one (1) copy of the response must be provided no later than the time and date indicated in the submission instructions. Each section of the RFP must be clearly identified. A 3-ring binder divided into sections as outlined below will be sufficient. Additional copies may need to be made, so please do not use any sort of permanent binding. The proposer should include time-lines, projected required personnel and material, and schedules for completing the project. The proposer must detail the time and costs that will be required to complete the project.

All responses shall include the following sections, either labeled with the corresponding number or section title:

A. Contractor Organization

- 1) Describe the structure and organization of your company, indicating where your corporate offices are headquartered.
- 2) Describe the major business lines of your company.
- 3) Describe your company's experience in the full scale exercise planning.
- 4) Provide your company's DUNS number.
- 5) Provide evidence that your company is not on the debarred list by submitted a copy of the Excluded Parties List (EPLS) search results.

B. Contract – Include your company's standard contract agreement in this section. This RFP will become an integral part of the contract.

C. Project Timeline – Please outline your projected timeline for delivery. This should be represented in the previously stated multiple phase project line.

D. References – Include at least three (3) references who may be contacted to address contractor's ability to complete the work requested.

PROTESTS:

Any Offeror that objects to the award of a Contract resulting from the issuance of this RFP may file a protest of the award of the Contract, or any other matter relating to the process of soliciting the Proposals. Such protest must comply with the following information:

1. The protest must be filed by a prospective or actual offeror objecting to the award of a Contract resulting from the RFP. The protest must be in writing and contain the following information:
 - a. The name, address, and telephone number of the protester;
 - b. The name and number of the RFP being protested;
 - c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 - d. Any other information the protester believes to be essential to the determination of the factual and legal questions at issue in the written request.
2. A timely protest will be considered by the SETRAC, on behalf of the agency, if it is received by the SETRAC Business Office within the following periods:
 - a. Any protest based on alleged improprieties in the issuance of the RFP, or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals, must be filed no later than five (5) business days prior to the proposal due date.
 - b. If the protest relates to the recommendation of the evaluation and award of the Contract, the protest must be filed as soon as practicable after the Offeror is notified of the decision by SETRAC.
3. An untimely protest is one received by the SETRAC after the time periods set in paragraph 2 above. In addition to the information listed in paragraph 1, untimely protests must include an explanation of why the protest was not made within the required time frame

GENERAL TERMS AND CONDITIONS

- A. All provisions of this contract will abide by the provisions of the Uniform Grant Management Standards (UGMS) and the provisions of the State of Texas contract with SETRAC 2011 - 038486 CPS Hospital Preparedness, and the provisions of the DSHS Contractor's Financial Procedures Manual. These documents are available upon request.
- B. Payment for services under this contract will be made upon satisfactory completion and acceptance of the project. After satisfactory completion and acceptance invoices will be paid within 30 days of receipt. Invoices should reference the RFP # and SETRAC Purchase Order # if applicable.
- C. SETRAC is exempt from manufacturer's federal excise tax and states sales tax. Tax exemption certificates will be issued upon request.
- D. SETRAC reserves the right to accept or reject any and / or all proposals or to cancel this notice at any time.

- E. A response to this Request for Proposal (RFP) does not commit SETRAC to a purchase agreement or contract. SETRAC will not pay any costs incurred in the preparation of such response.
- F. Unless the proposer specifies in its proposal, SETRAC may award the contract for any items / services or group of items / services in the RFP and may increase or decrease the quantity or details specified as determined jointly between the Planning Group.
- G. SETRAC reserves the right to hold and accept any proposal for a period of ninety (90) days after the response deadline.
- H. SETRAC reserves the right to negotiate the final terms of any and all purchase agreements with bidders selected and such agreements negotiated as a result of this RFP may be re-negotiated and / or amended in order to successfully meet the region's needs.
- I. SETRAC reserves the right to waive any defect in this procurement process or to make changes to this solicitation as it deems necessary. SETRAC will provide notifications of such changes to all bidders recorded in the official record (Distribution Log / Receipts Record) as having received or requested an RFP.
- J. SETRAC reserves the right to contact any individual, agencies, or employers listed in a proposal, to contact others who may have experience and or knowledge of the proposer's relevant performance and / or qualifications, and to request additional information from any and all proposers.
- K. SETRAC reserves the right to conduct a review of records, systems, procedures, etc. of any entity selected for funding. This may occur prior to or subsequent to the award of a purchase agreement. Misrepresentation of the proposer's ability to perform as stated in the proposals may result in cancellation of the purchase agreement award.
- L. SETRAC reserves the right to withdraw or reduce the amount of an award or to cancel any contract resulting from this procurement if adequate funding is not available.
- M. Proposers shall not, under penalty of law, offer or provide any gratuities, favors or anything of monetary value to any officer, member, employee or agent of SETRAC or the RHPC for the purpose of or having the effect of influencing favorable disposition toward their own proposal or any other proposal submitted hereunder.
- N. No employee, officer or agent of the Planning Group shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, exists.
- O. Proposers shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a proposer's bid to be rejected. This does not preclude future joint ventures or subcontracts.
- P. The only purpose of this RFP is to ensure uniform information in the selection of proposals and procurement of services. This RFP is not to be construed as a purchase agreement or contract or as a commitment of any kind, nor does it commit SETRAC to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by SETRAC.
- Q. The contents of a successful proposal may become a contractual obligation, if selected for award of a contract. Failure of the proposer to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to successful proposer(s) as a basis for release of proposed services at stated price / cost. Any damages

accruing to SETRAC as a result of the proposer's failure to execute contract may be recovered from the proposer.

- R. A contract with the selected contractor may be withheld at sole discretion if issues of contract compliance or questioned / disallowed costs exist, until such issues are satisfactorily resolved. Award of contract may be withdrawn by SETRAC if resolution is not satisfactory to SETRAC.
- S. Once SETRAC has agreed upon selection(s), all proposers will be notified in writing of the results. Any protest regarding this process must be filed with SETRAC in accordance with the following procedure. SETRAC would like to have the opportunity to resolve any dispute prior to the filing of an official complaint by the protester.

HISTORICALLY UNDERUTILIZED BUSINESSES

(Return this page with proposal)

Historically Underutilized Businesses (HUBs) are encouraged to participate in the RFP process. Representatives from HUB companies should identify themselves and submit a copy of their Certification.

SETRAC recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning HUB certification are urged to contact.

State of Texas HUB Program

General Services Commission

PO Box 13047

Austin, TX 78711-3047

(512) 463-5872

Proposer must include a copy of its HUB certification documentation as part of this RFP.

If your company is already certified, attach a copy of your certification to this form and return with your proposal.

Company Name: _____

Indicate all that apply:

_____ Minority-Owned Business Enterprise

_____ Women-Owned Business Enterprise

_____ Disadvantaged Business Enterprise

_____ Not Certified as a Historically Underutilized Business

Authorized Signature

Date

CERTIFICATIONS OF PROPOSER

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee, board member, or agent of the Planning Group has assisted in the preparation of this proposal. I acknowledge that I have read and understand the requirements and provisions of the Request for Proposal and that the organization will comply with the regulations and other applicable local, state, and federal regulations and directives in the implementation of this agreement.

I also certify that I have read and understood all sections of this Request for Proposal and will comply with all the terms and conditions as stated; and furthermore that I, _____
_____(typed or printed name) certify that I am the _____ (title) of the corporation, partnership, or sole proprietorship, or other eligible entity named as Offeror and Respondent herein and that I am legally authorized to sign this offer and to submit it to the SouthEast Texas Regional Advisory Council, on behalf of said Offeror by authority of its governing body.

ATTEST TO Attachments of Certification:

Company Name: _____

Authorized Signature Date

Typed Name Telephone

Subscribed and sworn to before me this _____ day of _____, 2012 in

_____ (city), _____ (county), _____ (state).

Notary Public in and for _____ (County),

State of _____ Commission expires: _____

SEAL

RFP PROPOSAL CHECKLIST

Did you complete the following?

Provide one original and 1 copy of the proposal (in non-permanent binding).

Include RFP #01 OPERATION MORNING STAR in the bottom left-hand corner of each proposal (original and copy) and on the submission envelope for identification.

Check to acknowledge that you have received any addendums and / or amendments to this RFP, if applicable.

Include evidence of not being listed on the debarred list via an Excluded Parties List search

Include the following certifications and bonds:

_____ Historically Underutilized Business

_____ Certification of Offeror (*required*)