



**REQUEST FOR PROPOSAL (RFP)
RFP – 092018**

Public Relations/ Strategic Communications Consultant

**THE GULF COAST CENTER
10000 Emmett F. Lowry Expressway, #1220
Texas City, TX 77591**

Issue Date: September 24, 2018
Due Date: October 15, 2018

NOTICE INVITATION
THE GULF COAST CENTER
REQUEST FOR PROPOSAL RFP # 092018

The Gulf Coast Center is an agency of the State of Texas, the designated mental health and intellectual and developmental disabilities Authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health and intellectual and developmental disability services for the residents of Galveston and Brazoria Counties, Texas.

The Gulf Coast Center (“GCC”) is seeking Proposals from established, qualified and experienced public communications company to implement and coordinate a strategic communications program.

If you are interested in submitting a proposal, please carefully adhere to the instructions, requirements and deadlines presented in RFP #092018.

A copy of the Request for Proposal (RFP) may be obtained from GCC’s website at <https://gulfcoastcenter.org/services/procurement/> or by contacting Melissa Tucker, CEO at melissat@gulfcoastcenter.org.

In accepting proposals, GCC reserves the right to reject any and all proposals, to waive formalities and reasonable irregularities in submitted documents, and to waive any requirements in order to take the action, which it deems to be in the best interest of GCC and is not obligated to accept the lowest cost proposal. GCC will not pay for any costs incurred by respondents in the preparation and/or submission of a proposal. Furthermore, the RFP does not obligate GCC to accept or contract for any expressed or implied services.

GCC will only release names of the vendors who have responded to this solicitation after GCC’s evaluation team has evaluated the proposals and an award has been made and approved by the Gulf Coast Center Board of Trustees.

Please submit sealed via US Mail: one(1) original (clearly marked) and two(2) copies of your proposal to:

The Gulf Coast Center
Attn: Melissa Tucker, CEO
10000 E.F. Lowry Expressway #1220
Texas City, Texas 77591

NO LATER than: 10:00 A.M. (CST), Monday, October 8, 2018

Mark Envelope: RFP#092018
RFP Response for **Public Relations/Strategic Communications Consultant**

Email Submission: MelissaT@gulfcoastcenter.org
Subject: RFP#092018: **Public Relations/ Strategic Communications Consultant**

The Center appreciates your time and effort in preparing this proposal. All proposals must be received at the specified location before opening date and time. The official time shall be determined by the time/date stamp when received at location. Faxed responses shall not be accepted. Proposals received after above date and time shall be returned unopened.

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I. OVERVIEW INTRODUCTION

The Gulf Coast Center (GCC) is a local mental health and intellectual and developmental disabilities authority serving Galveston and Brazoria Counties in gulf coast Texas region with population of 683,626 people and a land mass of 1736 square miles. The Administrative office is located in Texas City, Texas however GCC has multiple sites throughout Galveston and Brazoria Counties. GCC receives federal and state financial assistance through performance contracts with Texas Health and Human Services Commission, Texas Department of Transportation and other State and Federal grant programs. GCC has approximately 350 employees and 40 contractors. GCC is one of 39 Centers providing similar services throughout Texas.

Our mission is to provide accessible, efficient and quality services to support the independent and healthy living of those we serve.

GCC is a provider of services as well as the state designated Local Authority for behavioral health and individuals with intellectual and developmental disabilities. The role of the Local Authority is to plan, coordinate, develop policy, develop and allocate resources, supervise and ensure the provision of community based behavioral health and intellectual and developmental disability services for residents of Galveston and Brazoria Counties.

GCC, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. GCC is a unit of government, under the sponsorship of the Galveston as well as Brazoria County Commissioners Court.

GCC is seeking proposals for a Public Relations/ Strategic Communications consultant to develop strategy, execution and task management for GCC's communication efforts with employees, individuals in service and the local community. Project may also include website redesign and launch, graphic design and photography.

II. RFP Timeline

RFP Distribution: September 24, 2018

Questions Due: October 1, 2018

NOTE 1: Every effort will be made to answer questions within two (2) business days of receipt.

Final Response to All Questions Available: October 8, 2018

Deadline for Submission/Proposal Due: October 15, 2018 at 10:00am

Proposal Opening: October 15, 2018. A public Proposal Opening will be held immediately following receipt of Proposals at 10:00am, 10000 EF Lowry Expwy #1220, Texas City, TX 77591

Staff Recommendation to Board of Trustees: October 24, 2018

Anticipated Award Date: Upon recommendation and Board approval

Following Contract award, the contents of all proposals may be made available upon written request. Therefore, any information contained in the proposal that is deemed to be proprietary in nature must clearly be so designated in the proposal. Such information may still be subject to disclosure under the Public Information Act depending on opinions from the Attorney General's office.

APPEALS and/or PROTEST. Any Respondent's wishing to protest or appeal the selection process must do so within 7 days of the proposal award. Protest or appeals must clearly state with specificity the grounds upon which the award selection is being challenged. Send via certified mail to:

**The Gulf Coast Center
Attn: Linda Bell, General Counsel
10000 EF Lowry Expressway, #1220
Texas City, Texas 77591**

III. PROPOSAL SUBMISSION INSTRUCTIONS

1. All Proposals must be submitted via us mail, in person or email:
us mail or in person:

The Gulf Coast Center
Attn: Melissa Tucker, CEO
10000 E.F. Lowry Expressway #1220
Texas City, Texas 77591

RFP#092018

RFP Response for Public Relations/Communications Consultant

email: MelissaT@gulfcoastcenter.org.
subject: **RFP#092018 Public Relations/Strategic Communications Consultant**

2. Content, exhibits and attachments must be in M.S. Word, M.S. Excel or Adobe PDF.
3. Proposals and all questions should be directed to: (Vendors may not contact other members of the GCC workforce without prior approval of Melissa Tucker, CEO.)
Melissa Tucker, CEO
melissat@gulfcoastcenter.org
4. In the subject line of your proposal submission email include:
RFP# 092018 Public Relations/Strategic Communications Consultant
5. Proposals must be signed electronically by an individual legally authorized to commit to the terms of this RFP and your responses therein. *Proposals received unsigned will be deemed non-responsive and therefore will not be accepted.*

6. Proposals will not be opened until after the submission deadline.
7. Proposals must remain valid for acceptance for four (4) months post the proposal submission deadline.
8. Proposals or modifications received after the deadline for submission may not be considered.
9. All statements made in the proposal will be considered final, and, if the proposal is accepted will be used as the basis of the purchase agreement.
10. The initial contract term for this system will be negotiated at the time of the contract award.
11. Each proposal must follow the format for document submission presented in the next section.

IV. GENERAL INSTRUCTIONS AND CONDITIONS

- 1. LATE PROPOSALS:** Proposals received at the specified location after submission deadline shall be returned unopened and shall be considered void and unacceptable. The official time shall be determined by the time/date stamp when received by the front desk receptionist at the GCC's specified location or the time and date indicated on the received email. GCC is not responsible for lateness of mail, carrier, etc.
- 2. FUNDING:** This contract shall be funded by State of Texas General Revenue, Medicaid and/or Third Party Insurance or local funds.
- 3. ETHICS:** Respondents shall not offer or accept any gifts or anything of value nor enter into any business arrangement with any employee, Trustee, official or agent of GCC.
- 4. IT IS UNDERSTOOD** that GCC reserves the right to accept or reject any and/or all proposals for any or all services covered in this solicitation and to waive informalities or defects in proposals or to accept such proposals as it shall deem to be in the best interest of GCC.
- 5. MODIFICATIONS:** GCC reserves the right to modify the general description and scope of services, by issuing a written addenda of any such modifications.
- 6. ADDENDA:** Any interpretations, corrections or changes to this RFP and specifications shall be made by written addenda. Sole issuing authority of addenda shall be vested in GCC's General Counsel. Addenda shall be mailed to all who are known to have received a copy of the Request for Proposal. All such addenda become, upon issuance, an inseparable part of the specifications which must be met for the offer to be considered. All responding Respondents shall acknowledge receipt of all addenda.
- 7. ALTERING PROPOSALS:** Any corrections, deletions, or additions to offers may be made prior to closing date and time of the solicitation. No oral, telephone, telegraphic, fax, E-mail, or other electronically transmitted corrections, deletions, or additions shall be accepted.

The Respondent shall submit substitute pages in the appropriate number of copies with a letter documenting the changes and the specific pages for substitution. The signatures on the form and letter must be original and of equal authority as the signatures on the offer.

8. WITHDRAWAL OF PROPOSALS: A proposal shall not be withdrawn or canceled by the Respondent unless the Respondent submits a letter prior to the closing date. The signature on the withdrawal letter must be original and must be of equal authority as the signature of the offer.

9. PROPOSALS SHALL BE received and publicly acknowledged at the location, date and time stated within Section III. Respondents, their representatives and interested persons may be present. The proposal shall be received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept confidential during negotiations.

However, all proposals shall be open for public inspection after the contract is awarded and written notification is sent to both successful and unsuccessful Respondents, except for trade secrets and confidential information contained in the proposal and identified by the Respondents as such. Such information may still be subject to disclosure under the Public Information Act based on the Texas Attorney General opinions and on steps taken by the Respondent to protect the information outside the scope of the RFP process.

10. SALES TAX: GCC is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposal shall not include taxes.

11. PROPOSALS MUST COMPLY with all federal, state, county and local laws. All services must be in compliance with federal, state, county and local rules, codes, regulations, laws, and executive orders.

12. RESPONDENTS SHALL PROVIDE with this proposal response, all documentation required by this RFP. Failure to provide this information may result in rejection of proposal. There is no expressed or implied obligation for GCC to reimburse responding firms for any expenses incurred in preparing proposals in response to this Request for Proposals and GCC will not reimburse responders for these expenses, nor will the GCC pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

1. Title page. Title page should include the RFP # and subject. The Respondent's name, the name, address, and telephone number of a contact person; and the date of the proposal transmitted.
2. Submission Letter. A letter of understanding by the person or officer of the Respondent entity that is authorized to enter into a contractual agreement on behalf of Respondent indicating acceptance and commitment to the work to be done as well as a succinct statement as to why the Respondent believes itself is the best qualified.
3. Detail Proposal. Required document and detail as specified in section IV.

4. References. Submit as specified in Section IV.16 of this document.
5. Respondent's contact. Include the name of the designated individual(s), along with respective telephone numbers, who will be responsible for answering technical and contractual questions with respect to the Proposal

13. EXCEPTIONS/SUBSTITUTIONS: All proposals meeting the intent of this Request for Proposal shall be considered for award. Respondents taking exception to the specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and GCC shall hold the resultant Contractor responsible to perform in strict accordance with the specifications, terms, and conditions of the contract. GCC reserves the right to accept any and/or none of the exception(s) /substitution(s) as deemed to be in the best interest of GCC.

14. MINORITY OWNED BUSINESSES: Historically Underutilized Business and/or Minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race color, creed, sex, or national origin in consideration for an award.

15. SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only best practices of quality services will prevail. All interpretations of these specifications shall be made on the basis of this statement.

16. REFERENCES: GCC requests Respondent to supply, with this RFP, a list of at least three (3) references where same or similar services have been provided by their organization. Include name, contact name, address, telephone number and description of services provided for each reference.

17. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENTS: A prospective Respondent must affirmatively demonstrate Respondent's responsibility. A prospective Respondent must meet the following minimum requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed performance schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics; and
5. be otherwise qualified and eligible to receive an award

GCC may request representation and other information sufficient to determine Respondent's ability to meet these minimum standards listed above and any other required documentation.

19. LIMITATIONS: Any Respondent currently held in abeyance from or barred from the award of a Federal or State contract may not contract with GCC.

20 CONSIDERATION: For an offer to be considered, the Respondent must meet GCC's requirements, demonstrate the ability to perform successfully and responsibly under the terms of the prospective contract, and submit the completed offer according to the time frames, procedures, and forms stipulated by GCC.

21. CONTRACT: In the event Respondent and GCC are satisfied with the proposal submission and its conditions in its entirety and no modification or negotiations are warranted, the submitted proposal shall serve as a legal and binding agreement. In the event modification is necessary, a sample contract containing the major provisions of Respondent's anticipated agreement subject to refinement and negotiation can be obtained upon request to Linda Bell, General Counsel at lindab@gulfcoastcenter.org.

22. TERMINATION OF CONTRACT: GCC reserves the right to terminate any resulting contract with thirty (30) days written notice.

23. CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government code Title 5, Subtitled C., Chapter 171.

24. SUCCESSFUL RESPONDENT SHALL defend, indemnify and save harmless GCC or its designee and its officers, directors and employees from any and all suits, claims, actions, losses, damages, liability and expenses, including attorney's fees arising from any negligent or willful act, error, omission or misrepresentation of Contractor or his employees, agents (including subagents) or servants. The provisions of the subparagraph shall continue and be ongoing in any contract resulting from this RFP.

25. NOTICE: Any notice provided by this proposal (or required by Law) to be given to the successful Respondent by GCC shall be deemed to have been given and received on the next day after such written notice has been deposited in the mail in Texas City, Texas by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

26. CONTRACT MONITOR: GCC shall appoint a contract monitor with designated responsibility to ensure compliance with contract requirements. The contract monitor will serve as liaison between the GCC and the successful Respondent.

27. INVOICES shall show all information as required and shall be mailed directly to GCC Administration, 10000 EF Lowry Expwy #1220, Texas City, TX 77591 and staff person as set out in the contract entered into by GCC and Contractor.

28. PAYMENT shall be made upon receipt of valid invoice and approval by GCC of all completed and authorized services as set out in the contract entered into by GCC and successful respondent.

29. ASSIGNMENT: The successful Respondent shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of GCC.

30. ORDER OF PRECEDENCE: Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order.

- A. Request for Proposal Instructions and Conditions
- B. Proposal Documents and Procedures, if any.
- C. Other documents, exhibits and attachments

31. APPLICABLE LAW AND VENUE: The contract issued by way of this RFP shall be governed, construed and interpreted under the laws of the State of Texas. Venue for any litigation arising under the contract shall lie in Galveston County, Texas.

32. ADVERTISING: Vendor shall not advertise or publish without GCC's prior written consent the fact that GCC has entered into a contract, except to the extent necessary to comply with proper requests of information from an authorized representative of the federal, state or local government. Vendor is prohibited from using contract award information, sales/values/volumes in sales brochures or other promotions, including press releases, unless prior written consent is obtained from GCC.

33. BUSINESS ASSOCIATE: The selected vendor agrees that they are a Business Associate as that term is defined under 45 CFR 164.502(e), 164.504(e), 164.532(d) and (e), and as such, will execute a Business Associate Agreement with GCC concurrent with the execution of any contract or agreement for services.

34. TERMINATION AND FUNDING: Should the vendor not meet the requirements of the contract, GCC may terminate the contract within thirty (30) days with written notice. In this case, GCC may award the remainder of the contract to the next best vendor.

This agreement is made contingent upon the continuation of federally funded programs, or the continued availability of state or local funds to cover the full term and cost. This agreement is subject to termination, without penalty, either in whole or in part, if funds are not appropriated or are discontinued. In this instance, GCC may cancel this contract by giving thirty (30) days written notice to the vendor.

V. REQUIRED DOCUMENTATION AND PROCEDURES FOR SUBMITTING PROPOSAL

Each proposal response must include the following items:

1. Title Page - Title page must show the RFP subject; the vendor's name; the name, address, and telephone number of a contact person; and the date of the proposal.

2. Vendor Background: The vendor will provide a brief one-page company description, history, number of employees, summary of financial status and number of customers Proposer currently supports.
3. The Respondent must outline in the proposal an initial communications strategy for Scope of Work #1 and/or Scope of Work #2 as indicated.

Scope of Work #1 Communications Strategy Development: Develop strategy, execution and task management for GCC's communication effort. Tasks and pricing shall include time spent developing strategy, messaging and creative communication approaches and material, including documents, memos, images, graphics, presentations, brochures etc. Activities and deliverables may include many or all of the following:

- Template and material development
- Electronic newsletter design and execution
- Message material review and revision, including general messages and issue-specific talking points and communication material for internal and external use
- Message/presentation training with key GCC staff

Scope of Work #2: Website Redesign and Launch including graphic design and photography

4. Transmittal Letter - Submit a signed letter briefly addressing your understanding of the work to be done, the commitment to do the work detailed within this RFP and a statement explaining why the vendor believes itself to be best qualified to do the required work.
5. Pricing - Respondents may provide pricing in the format of their choice. The pricing must be based on the requirements as listed in the Scope of Work and identify the total contract amount for the initial contract term of twelve months. Prices for indirect costs must also be listed. GCC will not accept or agree to any indirect costs not included in Respondent's proposal. GCC reserves the right to negotiate all pricing prior to the award of the contract.
6. Vendor Representative - Include the name and title of the designated individual(s), along with respective telephone number(s) and email address(es), who will be responsible for answering technical and contractual questions regarding the proposal.
7. Assurances and Certifications – Vendor must submit the required Assurances and Certifications located in Attachments A-G.

VI. EVALUATION CRITERIA

GCC reserves the right to award contract(s) without any negotiations and reserves the right to not make an award. Respondents are encouraged to provide their best response to the scope of work contained in the solicitation. Based upon GCC's evaluation of the responses to this RFP, GCC will determine if there is a need to request a Best and Final Offer (BAFO). A request for a BAFO will be at the sole discretion of GCC and will be requested in writing from the Respondents determined to be within the competitive range.

6.1 EVALUATION CRITERIA. The award will be made to the Respondent(s) whose offer(s) provides the best value for GCC and is in the GCC’s best interest as defined in §2155.074, Gov’t Code. The following criteria will be used to evaluate all proposals and determine the best value:

1. The Respondent’s demonstrated experience (five years or more), creativity and quality in design and production services, strategic communications planning, media relations or digital media, and/or conference promotion. The Respondent’s experience performing the requested services preferably for a community center serving those with mental illness, intellectual and developmental disabilities, and substance use disorders or for other complex entities, agencies or institutions.
2. The submitted pricing to provide the services.
3. An outline of an effective plan for implementing communication projects, including estimated timelines for various projects and time needed for meetings with GCC staff. Include Respondent’s role or each of the following phases: strategy development, initial implementation, and finalization of the project.
4. The qualifications, education, and experience of the Respondent’s team leader, who will have responsibility for managing the contract and being the point of contact with GCC, and team members who will have responsibility for carrying out tasks under the direction of the team leader.
5. The quality of references from previous or current clients. Respondents must have a demonstrated track record of timely performance, quality and integrity. Client references should include contact information, including email addresses.

To ensure the relative importance of each criteria, responses will be evaluated by the following percentage:

1	Demonstrated Experience, Creativity and Quality of Work	25%
2	The Submitted Pricing to Provide the Services	40%
3	Plan Outline for Implementing Communication Projects	15%
4	The Qualifications, Education and Experience of the Team Lead and Support Team Members	15%
5	The Quality of References from Previous or Current Clients	5%
	Total	100%

GCC reserves the right to waive any minor or immaterial response requirements noted in the submission process. Submission of proposals confers no legal rights upon any respondent.

GCC will determine whether negotiations or BAFOs are necessary and may invite selected Respondents to provide in-person presentations of their proposals. Respondents should be aware that sealed proposals and information regarding sealed proposals cannot and will not be disclosed to Respondents or the general public prior to award of the contract(s).

6.2 **RESERVATIONS OF RIGHTS.** The rights of GCC include, but are not limited to:

1. Rejection of any and all proposals received.
2. Cancellation of the RFP at its sole discretion.
3. Suspension of the procurement process.
4. Request Respondents to clarify their proposal and/or submit additional information pertaining to the proposal, including issuance of RFP addenda.

This RFP does not commit GCC to make an award, nor does it obligate it to pay any costs incurred by Respondents in the preparation and submission of proposals in anticipation of a contract. Should an award be made, a notice of award will be issued. This award will be contingent upon the funding by the Legislature being available in each subsequent fiscal year.

VII. ASSURANCES, CERTIFICATIONS, OTHER DOCUMENTS

Attachment	A	Vendor Profile
Attachment	B	Signature Page
Attachment	C	Assurances Document
Attachment	D	Conflict of Interest Questionnaire
Attachment	E	Lobbying Certification
Attachment	F	Form W-9

**ATTACHMENT A
VENDOR PROFILE**

1. Legal name of Proposer: _____
2. Address of office, which will fulfill any awarded Contract: _____

3. Number of years in business related to the proposed services: _____
4. Certification Number if an Historically Underutilized Business: _____
5. Qualifications if HUB eligible, but not certified: _____
6. Type of Operation: Individual Partnership Corporation Government
Other (please explain): _____
7. Number of employees dedicated to fulfillment of any awarded Contract: _____
8. Please disclose any GPO affiliations or State of Texas contract participation

9. Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes No
If yes, please explain the impact both in organizational and directional terms.

10. Provide any details of all past or pending litigation or claims filed against Proposer that are either related to the Services or that would affect Proposer's performance under a Contract.

11. Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? Yes No If yes, specify date(s), details, circumstances, and prospects for resolution.

12. Are there any circumstances impacting Proposer that could affect Proposer's ability to perform under a Contract? Yes No If yes, please describe the circumstances and potential effect.

ATTACHMENT A
VENDOR PROFILE (CONTINUED)

13. Provide three references for clients currently under contract for similar services. Two of these clients must be fully implemented:

Client Name	Address	Key Contact	Phone	#Years providing service/ product to Client

14. Is Proposer currently providing services to any other community center? If yes, provide the name of the center, your contact and the year services began.

15. Describe your product development expenditures and accomplishments for the most recently completed fiscal year? _____

**ATTACHMENT B
SIGNATURE PAGE**

The attached proposal application is being submitted in response to the Public Relations/ Strategic Communications Consultant RFP #092018. The proposal is a firm offer and shall remain an open offer, valid for one hundred twenty (120) days from the date of this document.

GCC in its sole and absolute discretion shall have the right to award contracts for any or all materials listed in each proposal, shall have the right to reject any and all proposals and shall not be bound to accept the lowest proposal and shall be allowed to accept the total proposal of any one vendor.

I understand that this proposal will be reviewed and evaluated according to the procedures indicated in this RFP.

Authorized Signature

Company Name

Typed or Printed Name

Street Address

Title

City, State, Zip Code

Telephone Number

Fax Number

Email Address

ATTACHMENT C
ASSURANCES DOCUMENT

Proposer assures the following:

1. All addenda and attachments to the RFP as distributed by GCC and designated by the checklist have been received.
2. No attempt has been or will be made by the Proposer to induce any person or firm to submit or not to submit a Proposal, unless so described in its Proposal.
3. The Proposer does not discriminate in its services or employment practices on the basis of race, color, genetic information, religion, sex, sexual orientation, national origin, disability, veteran status, or age.
4. All cost and pricing information is reflected in the RFP response documents or attachments.
5. Proposer accepts the terms, conditions, criteria, and requirements set forth in the RFP.
6. Proposer accepts GCC's right to cancel the RFP at any time prior to Contract award.
7. Proposer accepts the GCC's right to alter the timetables for procurement that are set forth in the RFP.
8. The Proposal submitted by the Proposer has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition.
9. Unless otherwise required by law, the information in the Proposal submitted by the Proposer has not been knowingly disclosed by the Proposer to any other Proposer prior to the notice of intent to award.
10. No claim will be made for payment to cover costs incurred in the preparation of the submission of the Proposal or any other associated costs.
11. GCC has the right to complete background checks and verify information.
12. The individual(s) signing this document and any Contract awarded to Proposer is authorized to legally bind the Proposer.
13. No employee of GCC, and no member of GCC's Board of Trustees will directly or indirectly receive any pecuniary interest from an award of the proposed Contract to Proposer. If the Proposer is unable to make the affirmation, then the Proposer must disclose any knowledge of such interests. See Attachment D.
14. Proposer is not currently held in abeyance or barred from the award of a federal or state contract.
15. Proposer has not filed for bankruptcy within the past five (5) years.
16. Proposer is not currently in the process of filing for bankruptcy.

**ATTACHMENT C
ASSURANCES DOCUMENT (CONTINUED)**

17. Proposer is not currently delinquent in its payments of any franchise tax or state tax owed to the state of Texas, pursuant to Texas Business Corporation Act, Texas Civil Statutes) Article 2.45.
18. Proposer shall disclose whether any of the directors or personnel of Proposer have either been an employee or a trustee of GCC within the past two (2) years preceding the date of submission of the Proposal. If such employment has existed, or a term of office served, the Proposal shall state in writing the nature and time of the affiliations as defined. See Attachment D.
19. Proposer shall identify in writing any trustee or employee of GCC who has a financial interest in Proposer or who is related within the second degree by consanguinity or affinity to a person having such financial interest. Such disclosure shall include a complete statement of the nature of such financial interest and the relationship, if applicable. See Attachment D.
20. No former employee or officer of GCC directly or indirectly aided or attempted to aid in procurement of Proposer's service.
21. Proposer shall disclose in writing the name of every GCC employee and/or member of GCC's Board of Trustees with whom Proposer is doing business or has done business during the 365 day period immediately prior to the date on which the Proposal is due; failure to include such a disclosure will be a binding representation by Proposer that the natural person executing the Proposal has no knowledge of any key persons with whom Proposer is doing business or has done business during the 365 day period prior to the immediate date on which the Proposal is due. See Attachment D.
22. Under Section 231.006, Family Code, the Proposer/vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this submission may be rejected or terminated and if applicable, payment may be withheld if this certification is inaccurate. For purposes of the foregoing sentence, "vendor or applicant" shall mean Proposer; contract, bid or application shall mean the Proposal; and "this contract" shall mean any Contract awarded to the Successful Proposer.

The Organization or Individual named below offers and agrees to furnish all labor, materials, and services offered within the designated time frame for the amount to be agreed upon and upon conclusion of a successful contract.

Signature of Applicant or Applicant's Authorized Representative

Date

Printed Name

Title

Organization

ATTACHMENT D
CONFLICT OF INTEREST QUESTIONNAIRE

Please retrieve CIQ Form from the following website:

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

(Attach completed CIQ Form as part of your proposal)

A signature is required in Box 7 regardless of any other entry on the form.

**ATTACHMENT E
LOBBYING CERTIFICATION**

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

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Authorized Representative

Date

Printed Name

Title

Organization

ATTACHMENT F
FORM W-9

Request for Taxpayer Identification Number and Certification

Vendors are to complete a W-9 Form and submit with Proposal Documents.

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>