



Community Services, Inc. (CSI), is seeking proposals from qualified and experienced firms for the Transit Scheduling Software project. CSI will issue an award to the vendor that provides the best value proposal.

SCHEDULE

RFP Issued:	Friday, May 5, 2023
Deadline for Questions:	Monday, May 22, 2023
Responses to Questions Posted:	Tuesday, May 30, 2023
Proposals Due:	Friday, June 9, 2023, by 3:00 P.M. CST
Interviews (if needed):	June 19, 2023 – June 23, 2023
Notice to Proceed (NTP):	Anticipated on or before July 10, 2023

Community Services, Inc. reserves the right to make changes to the above-mentioned schedule. All such changes shall be made by an amendment to the solicitation or a letter to all the firms.



Request for Proposals

RFP #CSI0005

Transit Scheduling Software

Issued: May 5, 2023

Due Date: June 9, 2023

Submit (1) electronic copy to:

Katie Ragan

kragan@csicorsicana.org

Subject Line: Transit Scheduling Software RFP #CSI0005

Community Services, Inc.

PO Box 612

Corsicana, TX 75110

(903)875-3736

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Section 1 Request for Proposals

1.1 INTRODUCTION

Community Services, Inc. a nonprofit Community Action Agency providing resource coordination, utility assistance, transportation, and food assistance to residents of 10 counties in the Dallas Fort-Worth Metroplex area. Community Services, Inc. provides services to over 33,000 rides per year through a variety of rural and urban public transportation options within two counties immediately south of the City of Dallas. The Mission of the organization is to provide support services that empower and enrich individuals, families, and communities directly and through mutual collaborations with community partners leading to self-sufficiency. Community Services, Inc. is the recipient of Federal Transit Administration (FTA) and Texas Department of Transportation (TxDOT) funding. This project may be financed jointly by federal, state, and local authorities, including FTA and TxDOT.

The Request for Proposals (RFP) process and the performance of the requested services will be in accordance with the guidelines and regulations of the FTA “Third Party Contracting Guidelines,” FTA Circular 4220.1F, and all other applicable federal, state, and local laws and regulations. Community Services, Inc. is a tax-exempt organization and is free from all state and federal taxes. No such taxes shall be included in the Offeror's charges to Community Services, Inc.. All costs incurred in the preparation of the proposal responding to this RFP will be the responsibility of the Offeror and will not be reimbursed by Community Services, Inc.. Issuance of this RFP and receipt of proposals does not commit Community Services, Inc. to award a contract. Community Services, Inc. reserves the right to postpone the proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, or to cancel all or part of this RFP for sound business reasons, at any time before the contract is fully executed and approved on behalf of Community Services, Inc..

Community Services, Inc. is seeking proposals from qualified and experienced firms for the Transit Scheduling Software project as described in Section 2, Project Specifications, in this solicitation.

1.2 SOLICITATION SCHEDULE

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Community Services, Inc. reserves the right to make changes to the above-mentioned schedule. All such changes shall be made by an addendum to the solicitation or a letter to all the firms.

SCOPE

Community Services, Inc. is requesting proposals, priced on a fixed price basis, from qualified sources, to provide and deploy up-to-date transit scheduling software in order to better streamline scheduling and dispatching processes and procedures. The system should include, at a minimum, capabilities for rural public transportation trip reservations, scheduling and dispatching, and reporting. The system should provide, also as a minimum, the ability to reduce paperwork (trip manifest, no-show/cancel reports), reduce duplication of data entry, visibility of vehicle locations (AVL/GPS), trip status, the ability to integrate to Community Services, Inc. contractor and/or other entities, and compliance with all Americans with Disabilities Act regulations and all other regulations for other funding sources, including but not limited to PHI and HIPPA.

The purpose in soliciting Request for Proposals (RFP) is to secure an offer(s) that will provide quality scheduling and dispatch software to meet the rural public transit service needs of transit. Please visit www.csicorsicana.org for more information about the Community Services, Inc. Transportation Program.

1.3 OFFEROR COMMUNICATIONS AND REQUESTS

Communication or correspondence in regard to any aspect of this solicitation or offers will only be with the Project Manager or her designated representative. Offerors shall not make any contact with or communicate with any other members of Community Services, Inc., its employees, and consultants.

All questions and communication in regard to any aspect of this RFP #CSI0005 must be in writing and directed to Katie Ragan via email at kragan@csicorsicana.org. Offerors may request a clarification or interpretation of any aspect, a deviation, or a change to any requirement of the RFP or any addendum to the RFP up to **May 22, 2023, by 3:00 P.M. CST**. Deviation requests are to be submitted on the deviation form.

Responses to written requests will be provided by Community Services, Inc. in the form of addendum only. Only written responses provided as addendum shall be official and all other forms of communication with any officer, employee or agent of Community Services, Inc. shall not be binding by Community Services, Inc.. Any clarifications or further instructions to Offerors, whether as a result of questions raised by Offerors or initiated by Community Services, Inc. itself, will be sent to all Offerors in written addendum form.

Addendum to RFP

Community Services, Inc. reserves the right to amend the RFP at any time. Any amendments to or interpretations of the RFP will be in written addendum. Prospective Offerors officially known to have received the RFP will be emailed or mailed the addendum. Offerors are responsible to collect the addendum from the Contracting Officer. Failure of any prospective Offeror to receive addendum will not relieve the Offeror from any obligation under its proposal as submitted or under the RFP, as clarified, interpreted, or modified. All addendum issued will become part of the RFP. Prospective Offerors must acknowledge the receipt of each individual addendum in their proposal. Failure to acknowledge any addendum in the submitted proposals may at Community Services, Inc.'s sole option disqualify the proposal.

If Community Services, Inc. determines that the addendum may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed allowing Offerors sufficient time to revise their proposals and the new due date shall be included in the addendum.

Conditions, Exceptions, Reservations or Understandings

Proposals stating conditions, exceptions, reservations, or understandings (hereinafter "deviations") relating to the RFP may be rejected. Offerors may submit an alternate proposal that states deviations so long as a basic proposal not containing deviations is submitted. Offerors may propose alternates either within one overall proposal or by submitting more than one proposal.

Any and all deviations must be explicitly, fully, and separately stated in the proposal by completing the Proposal Deviation Form, setting forth at a minimum the specific reasons for each deviation so that it can be fully considered and, if appropriate, evaluated by Community Services, Inc.. All deviations not found by Community Services, Inc. to be unacceptable shall be evaluated in accordance with the appropriate evaluation criteria and procedures and may result in the Offeror receiving a less favorable evaluation than without the deviation.

1.4 INSTRUCTION TO OFFERORS SUBMISSION REQUIREMENTS

Proposals in one (1) electronic file must be received by **June 9, 2023, by 3:00 P.M. CST**. Proposals and subsequent offers shall be valid for a period of 90 days. Late proposals will be returned to Offeror and will not be considered under any circumstances.

Submit one (1) electronic copy to
Katie Ragan, Assistant Director of Transportation/ Chief Safety Officer.
kragan@csicorsicana.org

Subject Line: Transit Scheduling Software RFP #CSI0005

Proposal Format and Contents Requirements

Failure to provide the required information with the Proposal may automatically disqualify the Proposal from consideration for award. Proposals should be typed. A lengthy narrative is discouraged. To provide for comparability between proposals, all proposals **must be submitted in the following order separated by sections**. Offerors not addressing these topics or not using the prescribed order may be judged non-responsive and disqualified from the RFP process.

Section 1 Business Organization. State the full name, address, and phone number of the Offeror and, if applicable, the branch office or division that will perform or assist in performing the work. The capacity of the person submitting the proposal should also be provided. Indicate whether the Offeror is licensed to operate in the State of Texas, Navarro County, Texas, and the City of Corsicana, Texas.

If the Offeror is a partnership, limited liability company, limited partnership, or joint venture, the proposal should state the full names and addresses of all partners, members, or joint ventures' who own at least a ten percent interest in the Offeror.

The person signing the proposal must initial any erasures, corrections, or other changes appearing on the proposal form.

Section 2 Required Forms and Certifications: (Required Forms Section)

- Acknowledgment of Addendum - If addendums have been released.
- Request for Change or Approved Equal
- Proposal Deviation - (Only if Offeror requested deviation)
- DBE Compliance Statement
- Conflict of Interest
- References
- Pricing Schedule
- Suspension and Debarment Certification Form
- Delinquent State Business Tax Certification
- The Federal and State Clauses

Section 3 Purpose of Proposal. State in precise terms the means by which the Scope of Services will be fulfilled.

Section 4 Statement of Qualifications: The Offerors' experience and history relevant to Community Services, Inc.'s needs should be discussed, including a description of the Offeror's direct experience where services comparable in size and scope has been performed in the last two (2) to five (5) years. Offeror shall provide the name, address and telephone numbers of persons who may be contacted as references.

Willingness to Contract: State that the Offeror is willing to enter into a contract consistent with the terms herein.

Section 5 Criminal Background: For all persons and entities mentioned in any of the foregoing responses, indicate whether they (1) have ever been convicted of, (2) have an indictment pending for, or (3) have during the last five years been investigated for a criminal offense that is not related to the operation of an automobile. Convictions, indictments, or investigations for the crime of driving while intoxicated shall be disclosed. Convictions indictments, or investigations shall be disclosed regardless of whether for a violation of federal, state, local or non-U.S. laws.

Section 6 Pricing Structure

- Identify the following items as part of its base cost proposal. Each item must be listed separately:
 - *Software Purchase/License Costs* – The cost of supplying the software solution for twelve (12) vehicle licenses must be included in the proposal.
 - *On-Site Costs* – All supplemental costs associated with user assessment, database conversion, etc., must be included in the software/license price above. Price proposals must include labor and travel costs.
 - *Hardware* – Contractor should provide all the Mobile Data Terminal Hardware necessary for the use of the software at no charge to the agency.
 - *Maintenance and Support* – Maintenance and technical support price shall be included in the base proposal. Alternatives for maintenance for subsequent years should also be included.
 - *Other Costs* – Any other costs not identified above that are integral to the implementation of the proposed scheduling system should be identified and the cost included in the proposal.
 - *Upfront/Initial Cost* – A one-time initial cost must be included in the base proposal.

- **Hardware Costs** – Offerors are responsible for providing cloud-based support services and the IT infrastructure resources that will be necessary for the transit system to implement the offeror’s proposed technology solution. This may include, but it not limited to:
 - Workstation specifications (e.g., minimum configuration necessary to support optimal operation of vendors’ products, including operating system, RAM, processor speed, hard drive size, etc.).
 - Telecommunication.
 - Other infrastructure, as necessary.

- **Technical Specifications**

- **Scheduling and Dispatching Software Systems** – The successful software solution will contain the following elements:

- **Client Database**
 - *Build New Client Database Files*
 - The selected offeror, as soon as practical after notice to proceed from Community Services, Inc., shall be responsible for providing a data “template” in order for staff to begin compilation of information necessary to complete the client database elements required for use in scheduling, trip assignment, and reporting.

- *Data Conversion of Existing Database*
 - The selected offeror, as soon as practical after notice to proceed, will evaluate current database, hosted by Shah, and develop appropriate data conversion process that converts existing information into a compatible format for use in the scheduling and dispatching software solution.
- *Database Attributes*
 - Client database shall be capable of providing a full range of data elements for each client in the system. Information shall include, at a minimum, full identification including gender, address, contact details, third party/emergency contacts, disability status, mobility aides used, required accommodations, caregiver, language spoken by client, program affiliation, and payee options including third-party contracts. Additionally, system shall permit assignment of various demographic codes, such as senior, youth, etc.

Community Services, Inc. will not define the required fields nor dictate the format for data to populate the client database fields. Offeror shall be responsible for providing a fully functional client file suitable to transit system needs.

- **Client Database Functionality**

- *Customer Look-Up*
 - The customer database shall provide functionality to allow customer service agents to readily look-up client records for edit, trip-booking, etc. Search capabilities should be based on customer name, and identification number, phone number, or similar characteristic. When looking up a customer, auto-complete features are desirable to minimize user input.
- *New Client Entry/Customer Edits*
 - System shall be capable of registering new clients, capturing information about addresses, disability type, space requirement, load/unload time, fares, payment options, eligibility conditions, funding sources, etc. while a customer service agent has the new customer on the telephone.
 - System shall permit edit of all fields in a customer record in a real-time basis and shall permit suspensions (temporary) of service.

- **GIS and Mapping Functions**

- *General*
 - Community Services, Inc. requires that offerors provide GIS functionality in the software product offered.
 - Mapping capabilities and the dispatcher's abilities to identify approximate current locations is essential.
- *Service Area*
 - Community Services, Inc. requires that the service area boundary be readily identifiable and graphic, or query functionality must be present to determine if requested trip origins and destinations are within the service area. The ability to edit service area boundaries and set custom geofencing should be included.
- *GIS Functionality*
 - The software must incorporate GIS capabilities and allow user access to map views of the service area; individual routes or runs, and/or stops; specific street address; or other specified user-defined zoom levels. Panning/zooming shall be incorporated into the mapping capabilities.
 - In addition to providing support to the software's primary scheduling and customer information functions, the GIS functionality of the proposed software must support other GIS analyses. The software must be capable of:
 - Printing/producing camera ready printed output.
 - Providing geographically based query functions.

- *Export of Map Data*
 - System shall be capable of exporting data and graphic images to other software platforms. If the software is limited to basic mapping functions, then data shall be exportable to standard GIS software (e.g., ESRI mapping products) enabling external GIS analyses. System shall be capable of printing maps to system printers or other devices (plotters, etc.).
- *Map Features and Attributes*
 - Access to maps must be seamless from within the scheduling software (e.g., user should be able to generate map with single mouse click or menu selection).
 - Base maps must contain current attributes on street segments, addressing, speed limits, etc. Offeror shall be responsible for supplying a fully up-to-date map complete with all attributes necessary for point-to-point scheduling using street level routing geography (not zones). Street network shall permit definition of segment characteristics, such as speed limits, one-way direction, etc.
 - System shall provide methods of allowing user editing of the base map to add new streets, change municipal boundaries, define incomplete address ranges, etc.
 - GIS functionality shall include ability to develop overlays or coverages of municipal boundaries and other key geographies.
 - GIS functionality shall include ability to define service-based zones, such as fare zones, etc. This is critical functionality that must be provided.
 - System shall permit definition and display of physical features that function as barriers to transportation.
 - The system must be capable of importing Community Services, Inc. demand response route GTFS data with the routing info.
 - System shall be capable of defining and displaying point files, indicating system time points, bus stops, major intersections, major transfer points, and major destinations of travel, or other points of interest.
- *Geocoding*
 - Service area map shall contain definitions of street segment name and address ranges. System shall have full geocoding capability allowing Community Services, Inc. to enter an address and locate the address on the map. System shall be capable of handling various abbreviations of names (e.g., St. for Street, etc.) in the geocoding process.
 - System shall permit manual assignment of x- and y- coordinates in the event an address cannot be geocoded based on existing map address range attributes.
- *Distance Computation*
 - System shall have the capability to use street level GIS map data speed to calculate driving and length duration during the scheduling process. System will also have the capability to use the street GIS level map data to identify one-way street information while calculating drive length and duration.
- *Graphical Display of Trips/Tours*
 - For any trip reservation, system shall be capable of providing a map image of the trip origin and/or destination using the GIS capabilities of the software.
 - Trip data shall be compatible for viewing and integration on Google Earth applications.
- **Trip Reservations**
- *Real Time Trip Details Entry*
 - System shall permit trip booking while transit personnel are on the phone with the client/customer. System must be capable of processing both subscription (standing order) and demand response trips in this manner. System shall be capable of processing, scheduling, and dispatching same day trip orders without the need for manual intervention from users. System must be capable of calculating fares based on trip mileage.

- System shall permit reservation staff to access client records by entering client last name, telephone number, or other ID number. Typical protocols involve booking trips using client last name. Additional details must be available to the customer service agent in order to distinguish between customers with the same last name. System will have the capability to automatically populate the reservation screen with the customer data, including commonly used locations, mobility device, eligibility, PCA, etc. after the individual has been identified.
- *Default and Common Pick-Up Address*
 - System shall default to the client's home address as the pick-up location. System shall provide ability to enter alternative addresses through key stroke entry, through use of list boxes, pop up window, or other means of alternative pick-up addresses associated with that client (e.g., common travel destinations of that customer).
- *Client Trip Destinations*
 - System shall be capable of displaying, through keystroke, pop-up window, list box, or similar alternative, a list of most frequent client travel destinations and/or recent destinations of travel for easy insertion into the destination field. User must be able to select destination from these fields and populate trip destination fields through this selection process.
- *Trip Reversals*
 - System shall be capable of automatically generating trip reversals or booking the return trip from the originating trip destination to trip origin.
- *Pick-Up Time, Appointment Time, and Allowances*
 - System shall be capable of scheduling based on requested pick-up time or customer appointment time and shall consider appropriate travel time to ensure on-time arrival at a destination.
 - System shall be capable of incorporating a user-specified policy on pick-up time negotiation with the client. System must be capable of incorporating multiple policies.
- *Advance Reservations*
 - System shall be capable of accepting trip reservations for a period of at least up to 365 days in advance of the requested trip date.
- *Standing Order Trip Entry*
 - System shall be capable of accepting standing orders. System shall permit day of the week type travel dates and monthly calendar-based travel dates, (e.g., first and third Wednesday of each month).
 - System shall be capable setting finite limits on the length of subscription orders. Systems shall permit transit personnel to "turn off," on a temporary basis, a client's standing order. System shall permit entry of both a start date and end date of the time period when the client will not take the standing order trip.
- *Trip Reservation Editing*
 - System shall provide means for a customer or customer service representative to access existing trip reservations easily and quickly in order to edit travel destination, trip dates, and/or travel times.
 - System shall permit cancellation of any trip in the system. System shall maintain a cancellation record, by client, to facilitate system management of sanctions for excessive customer abuse of cancellation policies.
- *Suspended Service*
 - System shall be capable of temporarily suspending a client's eligibility for service. System shall permit entry of both a start date and end date of the time period when the client's ridership privileges are suspended. During this period, system shall not permit trip booking. System shall have provisions, in the event an individual customer's service is temporarily or permanently suspended, to display a warning alert or physically block a reservation agent from booking a suspended client's trip.

- *Personal Care Attendants, Companions, and Escorts*
 - System shall be capable, during the course of the reservation entry process, of allowing client or customer service agent to add one (1) personal care attendant (PCA) or companion to the trip request.
- *Future Computation*
 - System, at the conclusion of trip booking, shall provide a confirmation of the booking with fare(s), if applicable, to be paid by the user(s), and companion, Identified PCA is not charged for trip.
- *Trip Cancellation*
 - System shall provide methods to enable customer or customer service agents to easily retrieve an existing trip reservation and, upon customer request, cancel the reservation.

• **Scheduling**

System shall have capability to perform fully automated scheduling, either in batch mode or in the scheduling of individual trips. The system shall provide dispatchers with web-based tools to proactively manage on time performance, no-shows, cancellations, subscriptions, and late trips.

The system shall automatically send updates of the dispatched trips to the mobile data terminals/tablets. The web-based tools provided will allow managers/supervisors to monitor their driver’s performance in real-time.

The system shall optimize same day trip orders with advance trip orders and automatically send updates to the mobile data terminals.

The scheduling process shall be completely automated and have a proven capability to function without a scheduling position initiating the scheduling.

The automated scheduling process shall continuously look to improve schedules based on real time operating factors such as cancellations, no-shows, vehicles positions, driver performance, etc.

- *Automated Batch Scheduling*

- System shall be capable of scheduling, in batch mode on a next-day basis, all reservations for a designated travel day. Scheduling shall be based on the actual street network in the service area (e.g., actual x- and y- coordinates, not zones), parameters associated with network segments as established in the GIS system, physical barriers, speed parameters, time of day, and appropriate dwell times for the boarding and alighting of passengers.

- *Subscription Trips*

- System shall permit the establishment of base runs or subscription templates based on existing standing orders. System shall be capable of evaluating base runs in order to optimize run in terms of least distance and travel time, based on network factors.

- *Unscheduled Trips*

- System shall permit trips to be placed in the system schedule but remain unassigned to a specific run. This can be accomplished through a user setting the trip to “unassigned” or “will-call” or similar means.
- System shall be capable of permitting manual insertion of such trips into the schedule, with automatic updating of the remaining scheduled pick- ups and drop-offs on the run.

- *Same Day Trip Orders*
 - System shall be capable of taking trip orders on a same day basis and dynamically scheduling the trip into existing schedules. System shall consider existing path of route travel, existing customer assigned trips, and system policies on travel and pick up time windows in making the scheduling assignment. If the system is capable of producing multiple solutions to the trip assignment, priorities, expressed on some type of score or other method, it shall show the best possible choice of assignment as the default selection.
 - When a same day order is accepted and assigned to a run (or an unassigned run is assigned to a run), it is imperative that the system shall be capable of dynamically updating the remaining scheduled pick-ups and drop-offs on the run's schedule.
- **Schedule**
- *Service Zones*
 - System shall be capable of producing schedules, by run, in chronological order or by sequential run number, indicating projected arrival time of system vehicles at each origin and destination.
 - Schedules must be developed on zones based on user specified service zones. System must be capable of recognizing geographic zones and assign trips to the proper zone when systems serve multiple zones with dedicated vehicles and staff.
- *Display*
 - Once generated, system shall be able to display all schedules for all runs on a given day. Display shall contain all pertinent run data, contain necessary menu, and edit tools to provide manual adjustments, as necessary, to the scheduled runs.
- *Validation/Violations*
 - System shall have internal validation controls to ensure that schedules do not violate schedule and work rules. Additionally, system shall have capacity to evaluate overall travel time for individual passengers to ensure that system travel time limitations are not exceeded.
 - System shall be capable of generating or identifying trips that violate system parameters so that staff can attempt to remedy the violation.
- *Manual Override*
 - System shall provide the capability of scheduling staff to manually move trips after schedule development. When such overrides are made, the system shall record and timestamp the override action in the trip record (or in an associated database) in order to provide a historical account of changes to the original (booked) reservation.
- *Labor Rules*
 - System shall be capable of scheduling trips to established runs considering system labor rules including, but not limited to, operating hours, breaks, and employee work hours.
- *Vehicle Assignment*
 - In assigning passengers to vehicles and/or vehicles to system runs, system shall be capable of recognizing the need for accessible vehicles, vehicle capacity, etc., in making said assignments. System shall have the capability of assigning vehicles to zones or other geographic locations/boundaries.
- *Editing Schedules*
 - System shall be capable of adding trips to a previously generated schedule or reassigning trips from one run to another in dynamic fashion.
 - System shall be capable of evaluating individual trip parameters and select runs that best satisfy the requirements of the reservation while maintaining the integrity of existing reservations on the same run. If system generates a range of alternatives, system shall present alternatives in rank order with the highest ranked alternative indicating the "best" selection. The best selection will be chosen based on vehicle GPS of current vehicles on the road (in the case of same day trips) and the information of other trips currently within the schedule for the time that the trip in question is being booked.

- *Dynamic Update of All Schedules*
 - Anytime a schedule is edited, the system must be capable of updating the schedules of all other impacted trips so all previously scheduled trips must remain on time, not violate travel time rules, etc. The scheduling process must be completely automated and have the capability to function without a scheduling position initiating the schedule. The automated scheduling process must continuously be looking to improve schedules based on real time operating factors such as cancellations, no-shows, vehicles positions or driver performance. The system must optimize same day trip orders with advance trip orders and automatically send updates to the mobile data terminals.
- *Unscheduled Trips*
 - If the system cannot schedule all orders for the day of travel being scheduled, then the system shall be capable of displaying all such trips in its own dataset so that staff may consider manual overrides to the schedule and/or assignment of the trip.
- *GIS Display of Schedules*
 - Once trips are assigned to a scheduled run, the system shall be capable of graphically displaying, on the GIS system, the sequence of pick-ups, drop-offs, and route path for the run; this capability should be visible on both the dispatcher side and the MDT side.
- *Passenger Notifications*
 - System shall be capable of sending passengers up-to-the-minute notifications. The system shall send automated outbound and inbound notifications by SMS, email, and phone.

- **Dispatching**

- *Access to Dispatch Information*
 - Systems shall allow dispatchers access to run itineraries based on run number, vehicle number, or client name. System shall be capable of displaying the run number, number of passengers on the run, scheduled arrival time, estimated time of arrival and any special circumstances.
- *Vehicle Assignment*
 - System shall be capable of assigning vehicles to scheduled runs considering mobility needs of customers assigned to the run, thereby ensuring sufficient wheelchair capacity at all times.
 - Dynamic updating of assigned vehicles must be possible in order to consider vehicles pulled from service due to mechanical failure, lift failure, or other failure event found during the driver's pre-trip inspection.
- *Cancellations/No-Shows*
 - System shall be capable of allowing dispatchers to process late cancellations (cancellations received after system policy time) and no-shows.
- *Same Day Reservation Changes/Add-Ons*
 - System shall be capable of automatically displaying to the dispatcher/scheduler cancellations, same day reservations, and will-call return trips waiting for vehicle assignment (e.g., trips/reservations made but not yet assigned/scheduled).
- *Removal of Vehicles from Service*
 - If the dispatcher is advised that a vehicle is not fit for service, system shall be capable of programming a vehicle substitution on the affected run(s).

- **Web Interface**

Solution must be web-based and fully functional via web browsers including, but not limited to, Microsoft Edge, Chrome, and Firefox. If another browser is essential to system operation, offeror must indicate required browser to be used.

- **System Parameters**

System shall have capability for user specified settings that govern the scheduling process (e.g., average speed; dwell times; load times; etc.). Offerors should specify the range of parameters that can be set by the user and how the offeror will assist the transit system in the initial setting of these parameters to ensure maximum scheduling efficiency in daily operations.

- **Report**

- *Standard Reports*

- Software shall be capable of generating a range of management and service reports necessary to permit sufficient oversight of the paratransit service. Software will also provide reports that meet NTD and state requirements. The software system shall support real time web based operational supervision and on time performance reporting. All reports are to be completely web based, can be run on demand and exportable into csv, pdf, word, etc.

- *Ad-Hoc Reports*

- System shall be capable of permitting the user to create, format, and print user defined reports based on any data element contained in the database.

- **Hardware**

System must be offeror or third-party hosted and may not require hardware or software installation on Community Services, Inc. servers. Offeror, as soon as practical after notice to proceed, shall provide a complete list of technical specifications for workstations that will generate best performance in the software's runtime environment.

- **Mobile Data Terminals/AVL Functionality**

Community Services, Inc. is currently utilizing Samsung Galaxy Tab A tablets. Proposed systems must be compatible with existing tablets.

- **Project Manager**

- *Designation of Manager*

- The offeror shall name one (1) individual from the firm who shall have complete authority and control over all aspects of customization, data conversion, installation, testing, and training. This individual shall be named in the proposal. This manager shall have oversight responsibility for all matters with Community Services, Inc..

- **Single Point of Contact**

The offeror's project manager shall be the sole point of contact between the offeror and Community Services, Inc. for all business matters concerning the customization, installation, testing, and training phases of this project. Community Services, Inc. recognizes that other individuals will lead some phases of work during the project. It is Community Services, Inc.'s intent, however, to have one individual in an authoritative position to represent the offeror in all aspects of the project.

- **Products Offered**

- *Use of Existing Market Products*

- Community Services, Inc. will not purchase products that represent beta versions or products that have not been installed in other operating environments in other transit system in the United States.

- *Current Version*

- Community Services, Inc. requires the offeror to offer the latest and tested release version of each software product/module included in its proposal.

- **Technical Support**

- *Scope*

Community Services, Inc. requires that the offeror includes one (1) full year of full technical support as part of its base proposal. This technical support shall include, but not necessarily be limited to:

- Phone and email support with service technician/engineer 24 hours a day.
- Provision of diagnostics/repairs via remote control access to system hardware/software.
- On-site technical support when required.
- Product upgrades, new releases, patches, etc. when issued by the offeror throughout the first five (5) years of implementation. The product upgrades, new releases, patches, etc. for year 1 must be included in the offeror's base proposal. The product upgrades, new releases, patches, etc. for years 2 through 5 should be included as alternates in the proposal.

- *User Groups/Newsletters/Technical Bulletins*

- Offeror shall immediately include Community Services, Inc., after notice of award, in all mailing lists to receive product newsletters, e-mail announcements, bulletins, or other technical matters concerning all software products offered.
- Community Services, Inc. shall be given access rights to web-based program of support upon contract signing.
- If the offeror includes training classes, refresher courses, or sponsors organized user group meetings, such support shall be listed in the offeror's proposal.

- **Installation**

- *Access to Community Services, Inc.'s Location*

- The offeror's implementation schedule shall document major milestones during the development, customization, and installation phases of the project.
- Upon completion of the installation phase, the offeror shall notify Community Services, Inc. in writing, of the readiness of the system installation for testing.
- The offeror may stage installation to best ensure compatibility of all integrated scheduling products.

- **Testing and Acceptance**

Upon notification that the system is ready for testing; the purchaser and the offeror will schedule a date for performance testing. Testing shall commence when notified by the offeror that the software is ready for testing.

- *On-Site Representation*

- Offeror shall have the Project Manager and/or a duly qualified software engineer on-site during the initial testing of all software products.

- *Testing Period*

- Community Services, Inc. shall operate the system in test mode for a minimum of two weeks, up to a maximum of 30 days, during the testing period. During this time, Community Services, Inc. shall compile a list of issues, bugs, software glitches, etc., that shall be the responsibility of the offeror to correct during an additional 30-day period.

- *Errors, Corrections, and Fixes*

- If, after testing, software does not perform to specifications or offeror representations, offeror shall be given 30 days after notification of the problem to remedy the issue.

- *Final Testing*
 - Upon satisfactory fix of all software bugs, integration problems, etc., Community Services, Inc. will again commence a final testing period to verify that the offeror has addressed the identified problems. Final testing period will vary depending on mutual agreement between Community Services, Inc. and offeror.
- *Acceptance*
 - After final testing is completed to the satisfaction of Community Services, Inc., Community Services, Inc.'s Administrator will notify the offeror.
- **Training**
 - *General*

Offeror shall be required to train a minimum of ten (10) staff members to proficiency on all software products provided. All training shall be conducted on-site at Community Services, Inc. location and all training schedules shall be coordinated with Community Services, Inc.'s project manager.
 - *Training Program*

Offeror shall be required to provide a combination of classroom and "hands-on" training for all software products provided. Training content and duration shall be stated specifically in the offeror's written offer in response to this procurement.
 - *Computer Hardware for Training*

It shall be the responsibility of Community Services, Inc. to provide the computers necessary for the selected offeror to provide all "hands-on" modules of software training.
 - *Training on Ancillary Software*

If the complete system offered by the offeror relies on third party software, it shall be the responsibility of the offeror to provide training, in structure and in content, on that software equal to that provided for its own products. See the minimum training requirements above.
 - *Work Elements to be Provided/Performed by Community Services, Inc.*

Community Services, Inc. understands that during the performance and execution of any contract arising from this procurement, certain support may be provided to the selected offeror, including, but not necessarily limited to provision of: (1) data, information, and other material needed to populate software system databases, etc.; (2) workspace for the offeror's employees and contractors while performing work on-site; (3) requisite staff for training at a time mutually agreeable to conduct such training; and (4) other implementation support, as necessary.
 - *Manuals and Documentation*

Offeror shall provide electronic copies of the software manuals for each product offered as part of this procurement.
 - *Service Design and Evaluation*

Offeror shall provide consulting and analytical services to assist in the evaluation and design of current and future service concepts. The desired cooperation with the offeror would be to ensure that the Offeror's software is able provide analytic data to support the decision making process for Community Services, Inc.. Additionally, auditing services to ensure that the Offeror's software is being used to the fullest to support continuous improvements.

Section 7 Insurance:

- **Liability Insurance.**

- **Workman's Compensation.**

If the Offeror does not have the above insurances in the minimum amounts required, a letter from an underwriter confirming that the Offeror can be insured for the required minimum amounts is to be submitted.

Section 8 Qualification Requirements

- Financial Statements must be made available upon request. Offeror's Financial Statements: Must be prepared in accordance with the United States Generally Accepted Accounting Principles (GAAP) and audited by an independent certified public accountant authorized to practice in the jurisdiction of either Community Services, Inc. or the Offeror OR Financial statements that have been reviewed or compiled by an accountant.
- Financial Guaranty: Willingness of any parent company to provide the required financial guaranty evidenced by a letter of commitment signed by an officer of the parent company having the authority to execute the parent company guaranty.

Equipment & Supplies

The Offeror at its own expense furnish all labor, supplies, equipment, and machinery necessary to fulfill the Scope of Services.

Tax Exempt

The Offeror recognizes that Community Services, Inc. is exempt from the payment of certain Federal, State, and local taxes, and that such taxes are not to be included in the proposal price. Community Services, Inc. will furnish a Contractor with the necessary tax-exempt certificates.

Inspection

All supplies, equipment, machinery, and labor furnished in performance of the Scope of Services shall be subject to inspection at any time by Community Services, Inc..

Modification or Withdrawal or Proposals

A modification of a proposal already received will be accepted by Community Services, Inc. only if the modification is received prior to the proposal due date or is specifically requested by Community Services, Inc.. All modifications shall be made in writing and executed and submitted in the same form and manner as the original proposal. An Offeror may withdraw a proposal prior to the proposal due date by submitting a written request for withdrawal executed by the Offeror's authorized representative. The Offeror may submit another proposal within the time set for receipt of proposals. This provision for modification and withdrawal of proposals may not be utilized by an Offeror as a means to submit a late proposal and, as such, will not alter Community Services, Inc.'s right to reject a proposal.

Confidentiality of Proposals

When the award is made, and an agreement is executed proposals are subject to review under the "Public Information Act". To the extent permitted by law, Offerors may designate those portions of the offer which contain proprietary information, trade secrets or confidential commercial and financial information that an Offeror believes should be exempted from disclosure are to remain confidential. Such information shall accompany the proposal, be readily separable from the proposal, and shall be clearly marked "CONFIDENTIAL". Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

1.5 EVALUATION CRITERIA AND PROCEDURES

Proposals will be evaluated and ranked on the basis of the following factors, the weights of which are:

- REFERENCES 5%
- COMPLETENESS/ ADHEARING TO INSTRUCTIONS 10%
- PRIOR EXPERIENCE, QUALIFICATIONS AND COMPANY HISTORY 15%
- DELIVERY TIME/ SCHEDULE 35%
- PRICING STRUCTURE 35%

All aspects of the evaluations of the proposals and any discussions/negotiations, including documentation, correspondence, and meetings, will be kept confidential during the evaluation and negotiation process.

Proposals will be analyzed for conformance with the instructions and requirements of the RFP and Contract documents. Proposals that do not comply with these instructions and do not include the required information may be rejected as insufficient or not be considered for the competitive range. Community Services, Inc. reserves the right to request an Offeror to provide any missing information and to make corrections. Offerors are advised that the detailed evaluation forms and procedures will follow the same proposal format and organization specified in Instructions to Offerors. Therefore, Offerors shall pay close attention to and strictly follow all instructions.

Submittal of a proposal will signify that the Offeror has accepted the whole of the Contract documents, except such conditions, exceptions, reservations, or understandings explicitly, fully, and separately stated on the forms and according to the instructions of Form for Proposal Deviation. Any such conditions, exceptions, reservations, or understandings which do not result in the rejection of the proposal are subject to evaluation under the criteria of Proposal Evaluation Criteria.

Community Services, Inc. will select for any award the highest ranked proposal from a responsible Offeror, qualified under Qualification Requirements which does not render this procurement financially infeasible and is judged to be most advantageous to Community Services, Inc. based on consideration of the evaluation Proposal Evaluation Criteria.

Evaluations of Competitive Proposals

Qualification of Responsible Offerors. Proposals will be evaluated to determine the responsibility of Offerors. A final determination of an Offerors responsibility will be made upon the basis of initial information submitted in the proposal, any information submitted upon request by Community Services, Inc., information submitted in a BAFO if requested by Community Services, Inc. and information resulting from Community Services, Inc.'s inquiry of Offeror's references and its own knowledge of the Offeror.

Detailed Evaluation of Proposals and Determination of Competitive Range. Each proposal will be evaluated in accordance with the requirements and criteria specified in "Proposal Selection Process."

The following are the minimum requirements that must be met for a proposal to be considered for the competitive range. All of these requirements must be met; therefore, they are not listed by any particular order of importance. Any proposal that Community Services, Inc. finds not to meet these requirements, and may not be made to meet these requirements, may be determined by Community Services, Inc. to not be considered for the competitive range. The requirements are as follows:

Offeror is initially evaluated as responsible in accordance with the requirements of "Qualification Requirements," or that Community Services, Inc. finds it is reasonable that said proposal can be modified to meet said requirements. Final determination of responsibility will be made with final evaluations.

Offeror has followed the instructions of the RFP and included sufficient detailed information, such that the proposal can be evaluated. Any deficiencies in this regard must be determined by Community Services, Inc. to be either a defect that Community Services, Inc. will waive in accordance with "Acceptance/Rejection of Proposals" or that the proposal can be sufficiently modified to meet these requirements.

Proposal price would not render this procurement financially infeasible, or it is reasonable that such proposal price might be reduced to render the procurement financially feasible.

Community Services, Inc. will carry out and document its evaluations in accordance with the criteria and procedures of "Proposal Selection Process". Any extreme proposal deficiencies which may render a proposal unacceptable will be documented. Community Services, Inc. will make specific notes of questions, issues, concerns, and areas requiring clarification by Offerors and to be discussed in any meetings held with Offerors which Community Services, Inc. finds to be within the competitive range.

Rankings and spreads of the proposals against the evaluation criteria will then be made by Community Services, Inc. as a means of judging the overall relative spread between proposals and of determining which proposals are within the competitive range or may be reasonably made to be within the competitive range.

Proposals not within the Competitive Range. Offerors of any proposals that have been determined by Community Services, Inc. as not in the competitive range and cannot be reasonably made to be within the competitive range, will be notified in writing.

Discussions with Offerors in the Competitive Range. The Offerors whose proposals are found by Community Services, Inc. to be within the competitive range or may be reasonably made to be within the competitive range, will be contacted by Community Services, Inc. to answer any questions and/or requests for clarifications. Each such Offeror may be invited for a private interview(s) and discussions with Community Services, Inc. to discuss answers to written or oral questions, clarifications, and any facet of its proposal.

In the event that a proposal, which has been included in the competitive range, contains conditions, exceptions, reservations, or understandings to any Contract requirements as provided in "Form for Proposal Deviation," said conditions, exceptions, reservations, or understandings may be negotiated during these meetings. However, Community Services, Inc. shall have the right to reject any and all such conditions and/or exceptions and instruct the Offeror to amend its proposal and remove said conditions and/or exceptions; and any Offeror failing to do so may cause Community Services, Inc. to find such proposal to be outside the competitive range.

No information, financial or otherwise, will be provided to any Offeror about any of the proposals from other Offerors. Offerors will not be given a specific price or specific financial requirements they must meet to gain further consideration, except that proposed prices may be considered to be too high with respect to the marketplace or unacceptable. Offerors will not be told of their rankings among the other Offerors.

1. Best and Final Offers (BAFO). Offerors are reminded the BAFO's may not be requested and therefore their first submission should always be their best possible offer. If BAFO's are requested, once all interviews have been completed, each of the Offerors in the competitive range will be afforded the opportunity to amend its proposal and make its BAFO. The request for BAFO's shall include:

- a. Notice that discussions/negotiations are concluded;
- b. Notice that this is the opportunity for submission of a BAFO;
- c. A common date and time for submission of written BAFO's, allowing a reasonable opportunity for preparation of the written BAFO's;
- d. Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified for the receipt of BAFO's and is subject to the late submissions, modifications, and withdrawals of proposals provisions of the Request for Proposal;
- e. Notice that if Offerors do not submit a BAFO or a notice of withdrawal and another BAFO, their immediate previous offer will be construed as their BAFO.

Any modifications to the initial proposals made by an Offeror in its BAFO shall be identified in its BAFO. BAFO's will be evaluated by Community Services, Inc. according to the same requirements and criteria as the initial proposals "Proposal Selection Process." Community Services, Inc. will make appropriate adjustments to the initial scores for any sub-criteria and criteria which have been affected by any proposal modifications made by the BAFO's.

These final scores and rankings within each criterion will again be arrayed by Community Services, Inc. and considered according to the relative degrees of importance of the criteria defined in "Proposal Evaluation Criteria." Community Services, Inc. will make the award to the responsible Offeror whose proposal is most advantageous to Community Services, Inc.. Accordingly, Community Services, Inc. may not necessarily make an award to the Offeror with the highest technical ranking nor award to the Offeror with the lowest price proposal if doing so would not be in the overall best interest of Community Services, Inc..

Community Services, Inc. reserves the right to make an award to an Offeror whose proposal it judges to be most advantageous to Community Services, Inc. based upon the evaluation criteria, without conducting any written or oral discussions with any Offerors or solicitation of any BAFO's.

1.6 RESPONSE TO PROPOSALS ACCEPTANCE/REJECTION OF PROPOSALS

Community Services, Inc. reserves the right to reject any or all proposals for sound business reasons, to undertake discussions with one or more Offerors, and to accept that proposal or modified proposal which, in its judgment, will be most advantageous to Community Services, Inc., price and other evaluation criteria considered. Community Services, Inc. reserves the right to consider any specific proposal which is conditional or not prepared in accordance with the instructions and requirements of this RFP to be noncompetitive. If we are unable to come to an agreement with the first vendor, we reserve the right to negotiate with the second vendor or rebid. Community Services, Inc. reserves the right to waive any defects, or minor informalities or irregularities in any proposal which do not materially affect the proposal or prejudice other Offerors.

If there is any evidence indicating that two or more Offerors are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the proposals of all such Offerors shall be rejected and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by Community Services, Inc..

Community Services, Inc. may reject a proposal that includes unacceptable deviations as provided in "Conditions, Exceptions, Reservations or Understandings."

Single Proposal Response

If only one proposal is received in response to this RFP and it is found by Community Services, Inc. to be acceptable, a detailed price/cost proposal may be requested of the single Offeror. A price or cost analysis, or both, possibly including an audit, may be performed by or for Community Services, Inc. of the detailed price/cost proposal in order to determine if the price is fair and reasonable. The Offeror has agreed to such analysis by submitting a proposal in response to this RFP.

Price analysis: An evaluation of a proposed price that does not involve an in-depth evaluation of all the separate cost elements and the profit factors that comprise an Offeror's price proposal. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity, involving similar specifications and in a similar time frame. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto.

Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price.

Cost analysis: A more detailed evaluation of the cost elements in the Offeror's offer to perform. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Offeror's performance should cost. A cost analysis is generally conducted to determine whether the Offeror is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable, and reasonable.

Any such analyses and the results there from shall not obligate Community Services, Inc. to accept such a single proposal; and Community Services, Inc. may reject such proposal at its sole discretion.

PRE-BID OR SOLICITATION PHASE PROTEST

A Pre-Bid or Solicitation Phase Protest must be received in writing by the Community Services, Inc.'s Assistant Director of Transportation a minimum of five (5) full work days prior to the bid opening or proposal due date. If the written protest is not received in the time specified, the award may be made following normal procedures, unless the Assistant Director of Transportation, upon investigation, determines that remedial action is required on the grounds of fraud, gross abuse of the procurement process, or otherwise indicates substantial prejudice to the integrity of the procurement system, and said action should be taken. Within three (3) work days from the time the protest is received, Community Services, Inc.'s Assistant Director of Transportation will notify all potential bidders, Contractors, or proposers that a protest has been lodged and the nature of the protest.

The Assistant Director of Transportation will respond to the protest in writing within five (5) working days from the time the protest was received. If the Assistant Director of Transportation decides to withhold the award pending the resolution of the protest, the Assistant Director of Transportation may request a time extension for award acceptance from those bidders,

Contractors, or proposers whose bids or proposal might become eligible for award. This extension for award acceptance must be with the consent of sureties, if any, in order to avoid the need for re-advertising.

Community Services, Inc. will not make an award prior to five (5) working days after the protest is resolved, or if the protest has been filed with FTA during the protest negotiation period, unless Community Services, Inc. determines that:

- 1) The items or services to be procured are urgently required;
- 2) Delivery or performance will be unduly delayed by failure to make the award promptly; or
- 3) Failure to make the award will otherwise cause undue harm to Community Services, Inc. or the Federal government.

The Assistant Director of Transportation will document this action and give written notice of the decision to proceed with the award to the Protester, and to other parties where deemed necessary.

PRE-AWARD PROTEST

Protests may be lodged after the Bid Opening or Close of Request for Proposal deadline and prior to Notice of Award. Within three (3) work days from the time the protest is received, the Community Services, Inc. Assistant Director of Transportation will notify all potential bidders, Contractors, or proposers that a protest has been lodged and the nature of the protest. The Assistant Director of Transportation will respond to the protest in writing within five (5) working days from the time the protest was received. If the Assistant Director of Transportation decides to withhold the award pending the resolution of the protest, the Assistant Director of Transportation may request a time extension for award acceptance from those bidders, Contractors, or proposers whose bids or proposal might become eligible for award. This extension for award acceptance must be with the consent of sureties, if any, in order to avoid the need to re-advertise.

Community Services, Inc. will not make an award prior to five (5) working days after the protest is resolved, or if the protest has been filed with FTA during the protest negotiation process, unless Community Services, Inc. determines that:

- 1) The items or services to be procured are urgently required;
- 2) Delivery or performance will be unduly delayed by failure to make the award promptly; or
- 3) Failure to make the award will otherwise cause undue harm to Community Services, Inc. or the Federal Government.

The Assistant Director of Transportation will document this action and give written notice of the decision to proceed with the award to the Protester, and to other parties where deemed necessary.

POST-AWARD PROTEST

Community Services, Inc. will receive protests in writing within three (3) working days after the Notice of Award and letters of notification should have been received by bidders or proposers. Upon receipt of a protest, the Assistant Director of Transportation shall notify the bidder or proposer awarded the contract. The Assistant Director of Transportation will render a determination to proceed with the contract or suspend the project until the protest is resolved. The Assistant Director of Transportation will respond to the protest in writing within five (5) working days after receipt of the protest.

Appeals

Appeals to Community Services, Inc.'s decision of approved equals or clarifications of specifications must be in writing and received by Community Services, Inc. by the time specified in the schedule. Community Services, Inc. has no obligation to consider appeals not received within the time specified in the Schedule.

Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any offeror or person considering doing business with a local government entity disclose the offeror or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict-of-Interest Questionnaire form is included in the Forms Section. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the Offeror.

Disclosure of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295), which is available at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. Community Services, Inc. require the selected Contractor to file Form 1295 electronically with the Commission at the time of Contract Award.

Protest Policy

Protests resulting from the award of a contract through the RFP procedure must be made in writing to Community Services, Inc.'s Contracting Officer within three working days of the letter of non-selection to the Offeror or proposer. The protest must outline the specific portion of the specification or proposal procedure that had been violated.

As an FTA funding recipient, Community Services, Inc. is required to notify and keep FTA updated about the status of the protest when it receives a third-party contract protest to which this circular applies an award given by Community Services, Inc.

The protester must exhaust its administrative remedies by pursuing the recipient's protest procedures to completion before appealing the recipient's decision to FTA.

Protests by an interested party, as in a party that is an actual or prospective Offeror whose direct economic interest would be affected by the award or failure to award the third-party contract at issue, regarding this procurement shall be made in accordance with Chapter 2155 of the Texas Government Code. After such administrative remedies, have been exhausted, an interested party may file a protest with the Federal Transit Administration (FTA) or the U.S. Department of Transportation pursuant to the procedures provided in FTA C 4220.1F. Alleged violations of certain federal requirements provide a separate complaint procedure. See, for example, Buy America Requirements, 49 CFR 661 and Participation by Disadvantaged Business Enterprise in Department of Transportation Programs, 49 CFR 23.

The protester must deliver its appeal to the FTA Regional Administrator within five working days of the date when the protestor has received actual or constructive notice of the recipient's final decision or when the protestor has identified other grounds for appeal to FTA, such as, the recipient's failure to have or failure to comply with its protest procedures or failure to review the protest.

Failure to comply with the above protest procedures renders a protest untimely and/or inadequate and shall result in its rejection. In the event of a timely protest received by the Contracting Officer, the following steps are performed: The Contracting Officer affects a stay of procurement during the protest.

- If the contract has not been awarded, award is delayed until all administrative and judicial remedies have been exhausted. All Offerors or proposers on the mailing list are advised of the protest and of the delay in the procurement.
- The Executive Director may make a determination, in writing, that the award of a contract without delay is necessary to protect the interests of Community Services, Inc.. This written determination is made part of the contract file by the Contracting Officer.
- The Contracting Officer notifies the President/CEO and the affected department head that a bid/proposal or proposal protest has been received.
- The Contracting Officer conducts an investigation into the protest with the assistance of Community Services, Inc. staff or other personnel as required.
- The Contracting Officer may meet with the protesting offeror or request additional information from the offeror during the investigation

- The Contracting Officer issues the findings of the investigation in writing to all interested parties and the written report, including the original protest, is made a part of the contract file.
- The Grants and Budget Department acts as the direct liaison with FTA. The Contracting Officer supplies any records or documents requested by the Grants and Budget Department for FTA.
- The Contracting Officer makes any necessary changes to the procurement process, as pertaining to the protested bid/proposal/proposal, resulting from FTA's decision.
- The Contracting Officer makes the written report of FTA, including all related correspondence, a part of the contract file.

Contractor Status

Contractor is an independent Contractor of Community Services, Inc., and all persons employed to furnish services or to perform work hereunder are employees, agents, or Subcontractors of Contractor and not of Community Services, Inc.. No provision of this agreement shall be construed to give rise to a partnership, joint venture, agency, employer/employee relationship, or any relationship between Contractor and Community Services, Inc. other than that of principal and independent Contractor.

Indemnification/Defense of Community Services, Inc.

Contractor agrees to and does hereby assume full liability and responsibility for and hereby releases and covenants and agrees to indemnify, hold harmless and defend Community Services, Inc. and the members of the Board of Directors and executive committee, officers, principals, agents and employees of each of them (hereinafter collectively "Indemnified Persons") from and against any and all damages, payments, costs, losses, expenses, and liability of every kind whatsoever related to all claims for damages or injuries to persons or property of any nature whatsoever (including any claims which may arise on the part of the Contractor, its officers, agents, principals, employees, and subcontractors) arising out of or incident to this solicitation or the contract(s) resulting from this solicitation, or which are in any way related to such solicitation or contract(s) or to Contractor's activities thereunder, or are incident to the grant or exercises of any of the rights and privileges described in such solicitation or contract(s), other than claims resulting solely from the negligence of one or more of the Indemnified Persons. By way of inclusion and not limitation, the liability and responsibility assumed and the claims, damages, payments and expenses released and indemnified against are specifically agreed to include any growing out of or related to libel, slander, and the like, and infringement of patents, copyrights, trademarks, service marks and the like, including claims arising out of the use by any of the Indemnified Persons of any documentation, publication, appliance, tool, equipment or apparatus supplied under such solicitation or contract(s).

Community Services, Inc. will promptly notify Contractor of any such claim and will cooperate with Contractor in defending against any such claim. In the event any suit or legal proceeding of any kind is brought against any of the Indemnified Persons on account of any claim described in the preceding paragraph, Contractor agrees to assume the defense thereof and to pay all expenses relating thereto and in connection therewith and all judgments and levies that may be obtained against any of the Indemnified Persons as a result of any such suit or proceeding, specifically including fines, penalties, attorney's fees, exemplary damages, and interest; and Contractor agrees to at once cause any such judgments and levies to be dissolved and discharged by paying same, giving bond or otherwise.

Contractor also agrees to pay Community Services, Inc. promptly upon receipt of statements therefore, any and all attorney's fees and other expenses reasonably incurred by them directly or indirectly related to any claims.

No Assignment

Any contract resulting from or related to this solicitation and all rights and obligations thereunder are non-assignable in whole or in part by Contractor without the prior express written consent of Community Services, Inc., and any attempted assignment without such consent shall constitute a material default of Contractor under the underlying contract, and may be considered void for all purposes at the election of Community Services, Inc..

1.7 TYPE AND TERM OF CONTRACT

Community Services, Inc. shall negotiate and enter into an agreement which will be one (1) year term with the option to renew in increments of one (1) year terms for up to five (5) years total. The cost of the options periods will be agreed upon by Community Services, Inc. and the offeror.

1.8 INVOICING AND PAYMENT

Invoices are to be submitted to Community Services, Inc.'s Administrative Office located at PO Box 612, Corsicana, TX 75151-0612.

Community Services, Inc. is tax exempt therefore, invoices cannot include any sales taxes.

Community Services, Inc. agrees to pay all invoices on a net 30-day payment cycle or three days after the receipt of State and Federal funds, whichever is later. This Agreement is contingent upon the receipt of State and Federal funds. Loss of such funds will nullify this contract.

1.9 BONDING AND INSURANCE

General Liability Insurance. Contractor will be required to carry liability insurance for the length of the contract at the state minimum requirements.

Workman's Compensation. Contractor will be required to carry Workers Compensation Insurance for the length of the contract.

After award, proof of the required insurance will be required prior to contract signing.

The General Liability and Workers Compensation policies must include a Waiver of Subrogation in favor of Community Services, Inc.. The insurance policies provided by Contractor shall be endorsed to provide Community Services, Inc. with 60 days advance written notice prior to any cancellation or reduction in coverage, and 10 days' notice for non-payment of premium.

1.10 DISADVANTAGED BUSINESS ENTERPRISES

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The agency's overall goal of Disadvantaged Business Enterprises (DBE) is 4.8%.

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Community Services, Inc. deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsive.

Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The Contractor is required to pay its Subcontractors performing work related to this contract for satisfactory performance of that work no later than 10 days after the Contractor's receipt of payment for that work from Community Services, Inc.. In addition, the Contractor is required to return any retainage payments to those Subcontractors within 10 days after the Subcontractor's work related to this contract is satisfactorily completed.

The Contractor must promptly notify Community Services, Inc., whenever a DBE Subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE Subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE Subcontractor and perform that work through.

Section 2 Project Specifications

2.1 PURPOSE

The purpose of Community Services, Inc.'s RFP #CSI0005 is to solicit proposals to install Transit Scheduling Software. It is the intent of Community Services, Inc. to select a single offer to accomplish and/or supply all commodities or services outlined; however, Community Services, Inc. reserves the right to award separate contracts for any one item listed on the proposal/pricing sheets. All Offerors have the option to propose on one or all items listed. Preference is one contracting entity.

2.2 PROJECT LIST

Offerors will be permitted to submit any additional information they consider relevant to the project scope of work and the project at hand. Such supplemental materials, if submitted, should be in addition to the proposal, not contained in the proposal itself.

Minimum Requirements – Proposal Construction

At a minimum, each proposal should contain the following elements:

- ***Understanding of the Project***

Based on information contained in this Request for Proposal (RFP), as well as information obtained in any subsequent addenda, and the offeror's own experience with similar operations, the offeror should indicate, in written narrative, how the software or technology proposed will facilitate the system's goals for providing cost efficient, customer responsive, demand response transportation operated by Community Services, Inc. to the general public and clients participating in related human service programs.

Offerors should indicate how the scheduling software system can work to improve the transit system's handling of various tasks associated with service delivery, including, but not limited to customer service functions, reservations, scheduling, dispatching, ADA compliance, fare collection & billing, passenger tracking and statistics, reporting, and performance evaluation.

- ***Software System/Technology Description***

Offerors should fully describe the software scheduling system being offered as part of this submission, along with any other ITS technologies the offeror may be proposing.

Offerors should clearly state that the capabilities of each product and its suitability to the task of addressing scheduling software needs. Offerors must list all software components or modules necessary to fully implement the project, including third party software necessary to complete the total installation (e.g., report generation software, SQL, back-up software, remote access software, etc.) required for a centralized solution. The technology must be 100% web based, not a web front on top of a PC based solution.

- **Implementation Plan**

Offerors should fully describe the proposed implementation plan, detailing all major milestones in the process. A proposed timeframe from notice-to-proceed through testing, de-bugging, and “live” operation should be developed as an integral part of this proposal. The implementation plan must clearly state the roles and responsibilities and the scheduling an integrated technology solution (scheduling software and MDTs). The software and ancillary equipment furnished hereunder must be tested, debugged, operating “live” and fully functional on or before implementation is considered complete.

- **Quality Assurance Plan**

Offerors should describe in detail their management strategies for overall quality assurance in the installation, start-up, and operation of the scheduling and dispatching system software. At a minimum, offerors should address:

- **Project Management and Staffing**

Describe the proposed individuals and team approach used to successfully communicate with the project personnel at purchaser location. If contractors are used for any part of the installation, customization, or maintenance of the proposed software system, this element of your overall approach must be identified here. The offeror must designate one individual with complete control over all installations.

- **Quality Control**

Describe steps and techniques employed by the offeror to ensure the integrity of databases (e.g., street networks, client databases, etc.) that may be required to be imported and/or converted for use in the proposed scheduling system.

- **Maintenance, Support, and Upgrades**

Describe the offeror’s network of technical support during the project, focusing both on the critical initial implementation period as well as long-term operation. Describe procedures for rendering support, including the availability of technicians to provide onsite repairs and ability to remotely access, diagnose, and make necessary repairs. Technical support policies and pricing must be explained in detail and the amounts included in the proposal.

- **Training**

Offerors should provide a detailed schedule and course outline for the necessary training of the cooperative agency personnel on the proposed scheduling system software. Offerors should be prepared to train at least eight (8) individuals. This section of the proposal should identify the training course content, the number of courses required, and type of training (classroom, hands-on, etc.) that will be provided, the length of the training session, etc. Offerors should indicate when the training should be provided in the context of the overall implementation time schedule provided above in the implementation plan. The cost of training for eight (8) or more individuals must also be included in the proposal.

- **Experience**

Offeror should provide a corporate profile indicating their qualifications to provide the required software, technology, and technical support necessary to achieve objectives for the project. A separate list of the offerors last four (4) installations, along with a project contact, address, telephone, and mailing address must be provided.

- **Required Forms and Certifications**

The offeror must indicate its compliance with applicable federal and state laws, statutes, and regulations.

Section 3 Required Forms

ALL FORMS BELOW MUST BE SUBMITTED WITH PROPOSAL

- ACKNOWLEDGMENT OF ADDENDUM
- REQUEST FOR CHANGE OR APPROVED EQUAL
- PROPOSAL DEVIATION FORM
- DBE COMPLIANCE STATEMENT
- DBE SCHEDULE OF UTILIZATION
- DBE GOOD FAITH EFFORT
- CONFLICT OF INTEREST
- REFERENCES - VENDOR
- PRICING SCHEDULE
- SUSPENSION AND DEBARMENT CERTIFICATION FORM
- DELINQUENT STATE BUSINESS TAX CERTIFICATION
- OFFER
- PTN-130 (The Federal and State Clauses)

Failure to submit ALL of the above items properly completed may be cause for disqualification of your bid/proposal. All forms must be signed by the person authorized to bind the offering Offeror to the terms of the proposal.

3.1 ACKNOWLEDGMENT OF ADDENDUM

RFP #CSI0005

The undersigned acknowledges receipt of Community Services, Inc.'s Request for Proposals and the following addendums to Community Services, Inc.'s Solicitation Package.

ACKNOWLEDGMENT OF ADDENDUM

- Addendum No. _____ Dated _____
- Addendum No. _____ Dated _____
- Addendum No. _____ Dated _____
- Addendum No. _____ Dated _____
- Addendum No. _____ Dated _____
- Addendum No. _____ Dated _____

Failure to acknowledge receipt of all amendments may cause Offeror to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with bid/proposal/proposal.

Authorized Signature

Company Name (print)

Name and Title (print)

Date

3.2 REQUEST FOR CHANGE OR APPROVED EQUAL

RFP #CSI0005

This form must be used for requested clarifications, changes, substitutes or approval of items equal to items specified with a brand name and must be submitted as far in advance of the Due Date as specified in "Solicitation Schedule."

Deviation #: _____ Solicitation Ref: #CSI0005 Page: _____ Section: _____

Questions/Clarification or Approved or Equal:

Authorized Signature

Company Name (print)

Name and Title (print)

Date

Community Services, Inc.:

3.3 PROPOSAL DEVIATION FORM

RFP #CSI0005

The following form shall be completed for each condition, exception, reservation or understanding (i.e., deviation) in the proposal according to “Conditions, Exceptions, Reservations and Understandings.”

Deviation #: _____ Page: _____ Section: _____

<u>Complete Description of Deviation:</u>	
<u>Rational (Pros & Cons)</u>	
_____	_____
Authorized Signature	Company Name (print)
_____	_____
Name and Title (print)	Date

3.4 CONFLICT OF INTEREST ACKNOWLEDGMENT AND CERTIFICATION

RFP #CSI0005

Disclosures: Your obligation, as a prospective Contractor under this solicitation, is to disclose fully all information you have or may acquire which has to do with any such Benefit, which may come to any Related Person or Other Related Person. In considering the possibility of the existence of such benefit, you also need to consider each person and firm you believe may be involved as a joint venturer, or Subcontractor, or other similar role in carrying out and performing a contract with Community Services, Inc. pursuant to the solicitation. In other words, if you are aware of any business, financial, or other interest, or actual or potential employment relationship between any Related Person or any Other Related Person, on the one hand, and yourself or any other person or firm you believe may be involved in carrying out the contract to be awarded pursuant to this solicitation, on the other hand, you have an affirmative obligation to fully disclose that information to Community Services, Inc.. You are encouraged to contact Community Services, Inc. Director of Administration or the Executive Vice President prior to the deadline for submitting your Response (defined as a bid/proposal, proposal, or other response to this solicitation), make such disclosure, and request a ruling as to whether any prohibited conflict of interest does in fact exist.

In order for your Response to be considered RESPONSIVE to this solicitation, it is mandatory that you complete and execute the Acknowledgment and Certification below, and include with your Response, written disclosure of all information relative to any potential conflict of interest which may be known to you, and which you have not disclosed to Community Services, Inc. in writing prior to the submission of your Response.

(POTENTIAL CONTRACTOR)

The undersigned potential Contractor of Community Services, Inc. hereby acknowledges receipt and understanding of the Conflict of Interest provisions set out above; and hereby certifies that, except as heretofore or herewith fully disclosed in writing, to the best of potential Contractor's knowledge and belief, no such conflict exists, or is likely to exist in the future pertaining to this procurement should the contract be awarded to potential Contractor; and potential Contractor further hereby promises to promptly notify Community Services, Inc. in writing if such knowledge or belief changes in the future.

By: _____

Signature and Title of Authorized Official of Potential Contractor

Name of Potential Contractor (print)

(RECOMMENDED SUBCONTRACTOR)

The undersigned potential subcontractor of Community Services, Inc. hereby acknowledges receipt and understanding of the Conflict of Interest provisions set out above; and hereby certifies that, except as heretofore or herewith fully disclosed in writing, to the best of potential Subcontractor's knowledge and belief, no such conflict exists, or is likely to exist in the future pertaining to this procurement should the contract be awarded to potential Subcontractor; and potential Subcontractor further hereby promises to promptly notify Community Services, Inc. in writing if such knowledge or belief changes in the future.

By: _____

Signature and Title of Authorized Official of Recommended Subcontractor

Name of Recommended Subcontractor (print)

Note: Offeror shall make copies of the Conflict-of-Interest document and Acknowledgment and Certification form and provide same to each Subcontractor Offeror recommends for the contract. Offeror is required to secure an acknowledgment and certification from each Subcontractor Offeror recommends and submit such certification to Community Services, Inc. prior to a Subcontractor beginning any work under this contract.

3.5 REFERENCES

RFP #CSI0005

Provide a minimum of two references within the past two to five years in which a similar service was provided. Provide company name, address, contact person, phone, fax, and email. **Be sure to include a valid email as references can be verified via email.**

Company Name:	
Address:	
Contact Person:	
Email:	
Phone:	Fax:
Company Name:	
Address:	
Contact Person:	
Email:	
Phone:	Fax:

3.6 PRICING SCHEDULE

RFP #CSI0005

To be accepted, proposers must thoroughly complete all blanks in this section. Offerors must ensure that all calculations are correct. If there are discrepancies in unit price and total, **unit price will prevail.**

Description	Unit Price	Extended Price
SOFTWARE PURCHASE/LICENSE COSTS		
MAINTENANCE AND SUPPORT COSTS		
OTHER COSTS		
HARDWARE COSTS		
UPFRONT/INITIAL COST		

All pricing proposals should include all items intending to be invoiced. If additional expenses are needing to be listed, please use an additional sheet. Total Proposal Price: _____

Authorized Signature

Company Name (print)

Name and Title (print)

Date

3.7 SUSPENSION AND DEBARMENT CERTIFICATION FORM

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549 and 12689, Debarment and Suspension, 2 C.F.R. part 180, 2 C.F.R part 1200, 2 C.F.R. § 200.213, and 2 C.F.R. part 200 Appendix II (I).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

The prospective primary Respondent/Contractor certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application 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;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary Respondent/Contractor is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____

RESPONDENT/
CONTRACTOR: _____

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, the Respondent/Contractor is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Respondent/Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Owner's determination whether to enter into this transaction. However, failure of the Respondent/Contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the Owner determined to enter into this transaction. If it is later determined that the Respondent/Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Owner may terminate this transaction for cause or default.
3. The Respondent/Contractor shall provide immediate written notice to the Owner to which this proposal is submitted if at any time the Respondent/Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "bid/proposal," "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and 12689. You may contact the Owner to which this proposal is submitted for assistance in obtaining a copy of those regulations (2 C.F.R. part 180, 2 C.F.R part 1200, 2 C.F.R. § 200.213 and 2 C.F.R. part 200 Appendix II (I)).
5. The Respondent/Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a Subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Owner entering into this transaction.
6. The Respondent/Contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions," provided by the Owner entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a respondent/Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 6 of these instructions, if a Respondent/Contractor in a covered transaction knowingly enters into a lower tier covered transaction with a Subcontractor who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Owner may terminate this transaction for cause or default.
9. The Respondent/Contractor also agrees to include these requirements in each subcontract, or a lower tier covered transaction, exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

3.8 DELINQUENT STATE BUSINESS TAX CERTIFICATION

All Offerors shall certify that Offerors is not delinquent in a tax owed the state under Chapter 171, Tax Code, pursuant to the Texas Business Corporation Act, Texas Statutes, Article 2.45.

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____

RESPONDENT/
CONTRACTOR: _____

3.9 OFFER
RFP #CSI0005

By execution below Offeror hereby offers to furnish equipment and services as specified in Community Services, Inc.'s RFP #CSI0005 including any addendums that have been issued and guarantees that the product offered will meet or exceed specifications in this RFP.

Offeror certifies that it has read all of the offer documents and agrees to abide by all of the federal clauses, terms, certifications, and conditions thereof.

The Offeror agrees that the bid/proposal pricing will remain valid for a period of not less than ninety (90) days from the date of submission; and

The submitted bid/proposal includes all pricing needed for award and that no further options will be needed upon award.

Authorized Signature

Legal Company Name (print)

Name and Title (print)

Date

Address

City, State & Zip

Telephone

E-mail

Tax ID # or SSN

3.10 PTN-130 VENDOR CONSOLIDATED CERTIFICATION FORM

Form is included or can be printed and at completed at the link listed below.

<http://www.txdot.gov/inside-txdot/forms-publications/forms/public-transportation.html>

Federal Clauses – Procurement Types Summary:

All FTA-Assisted Third-Party Contracts and Subcontracts

1. No Federal Government Obligations to Third Parties
2. Access to Third Party Contract Records
3. Changes to Federal Requirements
4. Civil Rights (EEO, Title VI & ADA)
5. Incorporation of Federal Transit Administration (FTA) Terms
6. Energy Conservation
7. Trafficking in Persons
8. False or Fraudulent Statements or Claims
9. Disadvantaged Business Enterprises (DBE)
10. Fly America
11. Americans with Disabilities Act (ADA) Access
12. Special Notification Requirements for States
13. Safe Operation of Motor Vehicles
14. Federal Tax Liability and Recent Felony Convictions
15. Program Fraud and False or Fraudulent Statements and Related Acts
16. Prompt Payment
 - Award Exceeding \$10,000
17. Terminating the Contract
18. Solid Wastes
 - Award Exceeding \$25,000
19. Debarment and Suspension
 - Award Exceeding \$50,000
20. Contracting with the Enemy
 - Award Exceeding \$100,000
21. Resolution of Disputes, Breaches, or Other Litigation
22. Lobbying Restrictions
 - Award Exceeding \$150,000
23. Environmental Protection (Clean Air and Water Pollution Control)

ALL FTA-ASSISTED THIRD-PARTY CONTRACTS AND SUBCONTRACTS

1. No Federal Government Commitment or Liability to Third Parties

Except as the Federal Government expressly consents in writing, the Recipient agrees that:

- A.** The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third-Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement; and
- B.** Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third-Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third-Party Participant or other entity or person that is not a party (FTA or the Recipient) to the Underlying Agreement.

2. Access to Third-Party Contract Records

The Recipient agrees to require, and assures that each of its Subrecipients will require, its Third-Party Contractors at each tier to provide:

- A.** The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all Third-Party Contract records (at any tier) as required under 49 U.S.C. § 5325(g); and
- B.** Sufficient access to all Third-Party Contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure.
- C.** The Recipient will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.
- D.** The Recipient agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts, and reports required under this Contract for a period of at least three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. Changes to Federal Requirements

The Recipient agrees to include notice in each Third-Party Agreement that:

- A.** Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and
- B.** Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

4. Civil Rights

The Recipient agrees to apply these Federal Civil Rights laws and regulations to all contracts.

- A. Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to: a. **Nondiscrimination in Federal Public Transportation Programs.** 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity. b. **Prohibition against Employment Discrimination.** Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
- B. Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
- C. Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
- D. Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.
- E. Equal Opportunity:** The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.
- i. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
 - ii. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- III. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621•634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- IV. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. §5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- V. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

5. Incorporation of Federal Transit Administration (FTA) Terms

The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

6. Energy Conservation

The Recipient agrees to, and assures that its Subrecipients will, comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, “Requirements for Energy Assessments,” 49 C.F.R. part 622, subpart C.

7. TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient’s Award, may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the Recipient’s Award is in effect;
- B. Procure a commercial sex act during the period of time that the Recipient’s Award is in effect; or
- C. Use forced labor in the performance of the Recipient’s Award or sub-agreements thereunder.

8. False or Fraudulent Statements or Claims

- A. Civil Fraud. The Recipient acknowledges and agrees that:

- I. Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31.
- II. By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government.
- III. The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.

B. Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(I)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

9. Disadvantaged Business Enterprises

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

A. Withholding monthly progress payments;

B. Assessing sanctions;

C. Liquidated damages; and/or

D. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. §26.13(b).

In accordance with 49 C.F.R. § 26.29(a), Prime contractors agree to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor using direct federal funds, and no later than 10 days from receipt of payment the recipient makes to the prime contractor using state or federal funds pass-through the Texas Department of Transportation (TxDOT) per TxDOT policy.

Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

10. Fly America

The recipient agrees to comply with the air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 – 301-10.143.

11. ADA Access

The Recipient agrees to comply with the following federal prohibitions against discrimination based on disability:

A. Federal laws, including:

- I. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities;
- II. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
 - a. For FTA Recipients generally, Titles I, II, and III of the ADA apply; but
 - b. For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer;”
- III. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;
- IV. Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
- V. Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

B. Federal regulations and guidance, including:

- I. U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37;
- II. U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27;
- III. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38;
- IV. U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39;
- V. U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35;
- VI. U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36;
- VII. U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630;
- VIII. U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, subpart F;
- IX. U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194;
- X. FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609;
- XI. FTA Circular 4710.1, “Americans with Disabilities Act: Guidance;” and
- XII. Other applicable federal civil rights and nondiscrimination regulations and guidance.

12. Special Notification Requirements for States

- A. Types of Information.** To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
- I. The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
 - II. The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
 - III. The amount of federal assistance FTA has provided for a State Program or Project.
- B. Documents.** The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

13. Safe Operation of Motor Vehicles

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

14. Federal Tax Liability and Recent Felony Convictions

- (1) The contractor certifies that it:
- (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 - (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third-Party Agreement with the Third-Party Participant without FTA's written approval.

- (2) Flow-Down.

The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any sub-agreement.

15. Program Fraud and False or Fraudulent Statements and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

16. Prompt Payment

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed. The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

Awards Exceeding \$10,000

Termination for Convenience

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause]

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

17. SOLID WASTES

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Awards Exceeding \$25,000

18. Debarment and Suspension

The Recipient agrees to the following:

- A. It will comply with the following requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200.
- B. It will not enter into any "covered transaction" (as that phrase is defined at 2 C.F.R. §§ 180.220 and 1200.220) with any Third- Party Participant that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by—
 - I. U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200;
 - II. U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180; and
 - III. Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended Recipients or Third-Party Participants.
- C. It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 C.F.R. part 1200.
- D. It will ensure that its Third-Party Agreements contain provisions necessary to flow down these suspension and debarment provisions to all lower tier covered transactions.
- E. If the Recipient suspends, debars, or takes any similar action against a Third-Party Participant or individual, the Recipient will provide immediate written notice to the:
 - I. FTA Regional Counsel for the Region in which the Recipient is located or implements the Underlying Agreement;
 - II. FTA Headquarters Manager that administers the Grant or Cooperative Agreement; or
 - III. FTA Chief Counsel.

Awards Exceeding \$50,000

19. Never Contract with the Enemy

The Recipient agrees to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

Awards Exceeding \$100,000

20. Resolution of Disputes, Breaches, or Other Litigation

A. FTA Interest

FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

B. Notification to FTA; Flow Down Requirement

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its sub-agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

- I. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- II. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- III. Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

C. Federal Interest in Recovery

The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.

D. Enforcement

The Recipient must pursue its legal rights and remedies available under any Third-Party Agreement or any federal, state, or local law or regulation.

E. Agency Process

*Vendors may view the dispute resolution process here:

According to FTA Circular 4220.1F 7 (1) K and I:

Grantees alone will be responsible in accordance with good administrative practice and sound judgement for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee of any contractual responsibility under its contracts. The Federal Transit Administration (FTA) will not substitute its judgement for that of the grantee or sub-grantee, unless the matter is primarily a Federal concern. Violations of the law will be referred to the local, State, or Federal authority having proper jurisdiction.

Potential bidders, Contractors, or proposers can lodge written protests as a remedy to correct a perceived wrong that may have occurred during the procurement process. Community Services, Inc. will accept and review the protest/dispute with the understanding that the integrity of the procurement process may be at stake. Community Services, Inc. will use the following procedures to respond within 10 days, if resolution cannot be made, we will escalate the request to FTA.

All protests lodged by potential or actual bidders, Contractors, or proposers must be made in writing and contain the following information:

- 1) Name, address, and telephone number of the protester.
- 2) Identification of the solicitation or contract number and title.
- 3) A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
- 4) Identification of the issue(s) to be resolved and statement of what relief is requested.
- 5) Argument and authorities in support of the protest.
- 6) A statement that copies of the protest have been mailed or delivered to all interested parties in the Invitation for Bid (IFB) or Request for Proposal (RFP) process. In the case of RFP, the Assistant Director of Transportation shall direct the protester to mail or deliver the protest to relevant parties.

Mail the protest to:

Community Services, Inc.

P.O. Box 612

Corsicana, Texas 75151-0612

OR

Overnight or hand deliver the protest to:

Assistant Director of Transportation

P.O. Box 612

Corsicana, Texas 75151-0612

Faxed or e-mailed protests will not be accepted.

The Community Services, Inc. Assistant Director of Transportation will respond, in written detail, with counterclaims to each substantive issue raised in the protest. The Assistant Director of Transportation will also perform the following analysis:

- 1) Price Analysis or Cost Analysis for each claim (e.g., to avoid duplicative or unnecessary purchases).
- 2) Technical Analysis to determine the validity of the claim(s) and determine the appropriate response(s).
- 3) Legal Analysis to consider all the factors available after the price, cost and technical analyses have been conducted to determine the Contractor's, Community Services, Inc.'s, and FTA's legal positions.

The Community Services, Inc.'s Executive Director has the authority to render the final determination regarding the protest. Any determination rendered by Community Services, Inc. will be final.

21. Lobbying Restrictions.

The Recipient agrees that neither it nor any Third-Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:

A. Laws, Regulations, Requirements, and Guidance. This includes:

- I. The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended;
- II. U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended; and
- III. Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature; and

B. Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.

C. Political Activity. The Recipient agrees to comply with:

- I. The Hatch Act, 5 U.S.C. chapter 15, which limits the political activities of state and local government agencies supported in whole or in part with federal assistance, including the political activities of state and local government officers and employees whose principal governmental employment activities are supported in whole or in part with federal assistance;
- II. U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 C.F.R. part 151; and
- III. 49 U.S.C. § 5323(l)(2) and 23 U.S.C. § 142(g), which limits the applicability of the Hatch Act, as follows:
 - a. The Hatch Act does not apply to nonsupervisory employees of a public transportation system, or any other agency or entity performing related functions, based upon the Award of federal assistance under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2); but
 - b. Notwithstanding the preceding section 4(e)(3)(ii) of this Master Agreement, the Hatch Act does apply to a nonsupervisory employee if imposed for a reason other than the Award of federal assistance to its employer under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2).

D. Lobbying and Disclosure Certification

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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Company	Printed Name of Person Completing Form
Date	Signature

Awards Exceeding \$150,000

22. Environmental Protection (Clean Air and Water Pollution Control) The Recipient agrees to comply with the regulations within the Clean Air Act (42 U.S.C. §§ 7401 - 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 - 1388), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 - 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 - 1388). Violations must be reported to the 64 Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

State of Texas Procurement Contract Clauses

State of Texas - Procurement Types Summary:

All Texas-Assisted Third-Party Contracts and Subcontracts

1. Debarment
2. Family Code Child Support Obligation Certification
3. Debts and Delinquencies Affirmations
4. Disaster Recovery Plan
5. Disclosure of Prior State Employment
6. Entities that Boycott Israel
7. Federal Executive Order 13224 Excluded Parties
8. False Statements
9. Financial Participation Prohibited Affirmation
10. Foreign Terrorist Organizations
11. Disaster Relief Contract Violation
12. Public Information Act
13. Signature Authority
14. State Auditor's Right to Audit
15. Suspension and Debarment
16. Assignment
17. Contracting Information Responsibilities
18. Human Trafficking Prohibition
19. Energy Company Boycotts
20. Firearm Entities and Trade Association Discrimination
21. No Conflicts of Interest

1. 34 TAC §20.585 Debarment

The Recipient agrees that The State of Texas, in order to protect the interests of the state may:

- a. Conduct an investigation upon a complaint regarding a contractor's acts and omissions in procurement or performance of that contract where the complaint may constitute cause for debarment;
- b. Cancel one or more of the contractor's active or pending contracts upon a complaint regarding the contractor's acts and omissions in procurement or performance of that contract where the complaint may constitute cause for debarment;
- c. Assess actual damages and costs incurred due to contractor's failure to perform as specified in the contract;
- d. Debar a contractor for a specified period of time; and
- e. Take any other action authorized by law.

2. §231.006 Family Code Child Support Obligation Certification

Under Section 231.006(d) of the Texas Family Code, the Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified GRANT and acknowledges that this Agreement may be terminated and payment or grant funds may be withheld if this certification is inaccurate.

3. §2252.903 Gov't Code Debts and Delinquencies Affirmations

Sub-recipient agrees that any payments due it under the Agreement shall be applied toward any debt or delinquency that is owed to the State of Texas.

4. §444.190 Gov't Code Disaster Recovery Plan

In accordance with 13 TAC (Texas Administrative Code) §6.94(a)(9), Sub-recipient shall provide descriptions of its business continuity and disaster recovery plans

5. §2254.033 Gov't Code Disclosure of Prior State Employment

In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, RESPONDENT certifies that it does not employ an individual who has been employed by TxDOT or another agency at any time during the two years preceding the submission of the Response or, in the alternative, RESPONDENT has disclosed in its Response the following:

- a) The nature of the previous employment with TxDOT or the other agency;
- b) The date the employment was terminated; and
- c) The annual rate of compensation for the employment at the time of its termination.

6. §2271.001 Gov't Code Entities that Boycott Israel

Pursuant to Section 2271.001 of the Texas Government Code, Sub-recipient certifies that either:

- a) It meets an exception criterion under Section 2271.002, or
- b) It does not boycott Israel and will not boycott Israel during the term of this Agreement. Sub-recipient shall in a writing to TxDOT state any fact(s) that make it exempt from the boycott certification.

7. Federal Executive Order 13224 Excluded Parties

Sub-recipient certifies that it is not listed on the prohibited vendors list authorized by Executive Order 13224, Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.

8. §2155.077(a)(2) Gov't Code False Statements

Sub-recipient represents and warrants that all statements and information prepared and submitted in this document are current, complete, true and accurate. Submitting a false statement or material misrepresentation made during the performance of a contract is a material breach of contract and may void this agreement.

9. §2155.004 Gov't Code Financial Participation Prohibited Affirmation

Under Section 2155.004(b) of the Texas Government Code, Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified agreement/GRANT and acknowledges that this agreement may be terminated, and payment withheld if this certification is inaccurate.

10. §2252.152 Gov't Code Foreign Terrorist Organizations

Sub-recipient represents and warrants that is not engaged in business with Iran, Sudan, or a foreign terrorist organization as prohibited by Section 2252.152 of the Texas Government Code.

11. §2155.006 and 2261.053 Gov't Code Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified agreement/GRANT and acknowledges that this agreement may be terminated and payment withheld if this certification is inaccurate.

12. Chapter 552, Gov't Code and §2252.907 Gov't Code Public Information Act

Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, the Sub-recipient is required to make any information created or exchanged with the State pursuant to the Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

13. §2252.0012 Gov't Code Signature Authority

The Sub-recipient represents and warrants that the individual executing this Agreement is authorized to sign this Agreement on behalf of the Sub-recipient and to bind the Sub-recipient.

14. §2262.154 Gov't Code State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

15. §2155.077 Gov't Code Suspension and Debarment

Sub-recipient certifies that it and its principals are not suspended or debarred from doing business with the State of Texas or federal government as listed on the State of Texas Debarred Vendor List as maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

16. §2262.056 (b) Gov't Code Assignment

Sub-recipient shall not assign its rights under the Agreement or delegate the performance of its duties under the Agreement without prior written approval from the TxDOT. Any attempted assignment in violation of this provision is void and without effect.

17. §552.372 Gov't Code Contracting Information Responsibilities

In accordance with Section 552.372 of the Texas Government Code, Sub-recipient agrees to:

- a) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to TxDOT for the duration of the Agreement,
- b) promptly provide to TxDOT any contracting information related to the Agreement that is in the custody or possession of the Sub-recipient on request of TxDOT, and
- c) on termination or expiration of the contract, either provide at no cost to TxDOT all contracting information related to the Agreement that is in the custody or possession of the Sub-recipient or preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TxDOT. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Agreement and the Sub-recipient agrees that the Agreement can be terminated if the Sub-recipient knowingly or intentionally fails to comply with a requirement of that subchapter.

18. §2155.0061 Gov't Code Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, the Sub-recipient certifies that the individual or business entity named in the Agreement is not ineligible to receive the specified Agreement/GRANT and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

19. §2274.002 Energy Company Boycotts

If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

20. §2274 Firearm Entities and Trade Association Discrimination

If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

21. §2252.908, 2254.032, 2261.252(b) No Conflict of Interest

Respondent represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

Certification to Purchaser

1. The undersigned vendor certifies that the manufactured good(s) furnished will meet or exceed the specifications, and/or that services rendered will comply with the terms of the solicitation or contract.
2. The undersigned vendor certifies that it has read all of the bid, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

Name of Company:

Address:

Telephone:

SS# or Tax ID#

Printed Name of Person Completing Form:

Signature

Date:

Description of Commodity Service:

Disadvantaged Business Enterprise Information

Type of Organization (check the application type of organization)

- Sole Proprietorship General Proprietorship Corporation Limited Partnership Limited Proprietorship

Is your firm a DBE? Yes No

If yes, what type?

Third Party Procurement Contract Provisions

Third Party Procurement Contracting Provisions

Select the additional third-party procurement contracting provisions based on the type of solicitation you're procuring:

**Procurements cannot be combined. Example: Construction procurement and Rolling Stock procurement, use separate PTN 130s for each.*

- 1. **Construction Related Clauses**
 - Federal and State
 - State Clauses

- 2. **Rolling Stock Related Clauses**
 - Federal and State
 - State Clauses

- 3. **Professional Services/ Architectural Engineering**
 - Federal and State
 - State Clauses

- 4. **Materials & Supplies Related Clauses**
 - Federal and State
 - State Clauses

- 5. **Operations/ Management Related Clauses**
 - Federal and State
 - State Clauses

4a. Federal Materials & Supplies Related Clauses

- A. Cargo Preference
- B. Recycled Products
- C. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
- D. Termination for Default (Supplies and Service)
- E. Buy America

Awards Exceeding \$150,000

A. Cargo Preference

The contractor agrees to comply with the shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 C.F.R. part 381.

B. Recycled Products

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

C. Prohibition on certain telecommunications and video surveillance services or equipment.

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- I. Procure or obtain;
- II. Extend or renew a contract to procure or obtain; or
- III. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- IV. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- V. Telecommunications or video surveillance services provided by such entities or using such equipment.
- VI. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

D. Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Materials and Supplies Related Clauses

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. Vendors are certifying by reference the entire list FTA’s current fiscal year

Certifications and Assurances (for fiscal year _____), and shall download the at:

<https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>.

Name of Company	Printed Name of Person Completing Form
Date	Signature

4b. State of Texas Required Clauses: Materials & Supplies Related Clauses

A. Dispute Resolution

A. §2260.004 Gov’t Code Dispute Resolution

The Recipient agrees to the dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute under this Agreement.

Materials and Supplies Related Certification

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with State of Texas funds.

Name of Company	Printed Name of Person Completing Form
Date	Signature