



Community Services, Inc.

A Community Action Agency

**Information Technology (IT) Services and
Support for Agency Facilities and Staff**

**February 3, 2025 – January 31, 2026
Contract Period**

REQUEST FOR PROPOSALS

IT SERVICES AND SUPPORT RFP COMMUNITY SERVICES,
INC.

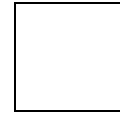
Period: February 3, 2025 – January 31, 2026

Implementation Time Table

Public Notice.....	September 23, 2024
Request for Proposal Released.....	September 23, 2024
Bidders' Emailed Questions Accepted Until.....	October 14, 2024
Proposal Deadline.....	October 31, 2024
Review Committee Meeting	November 5, 2024 Vendor
Notification.....	November 29, 2024
Contract Negotiations Completed/Transition.....	December 16, 2024
Community Services, Inc. Board Approval	January 21, 2025
Service Implementations Begins.....	February 3, 2025

Proposal Submission Check Sheet

Four (4) Copies (one original) of the proposal



Proposal Face Sheet: Reference: Section 2 and Exhibit A

Proposal Summary: Reference: Section 3.B.1

Proposal Narrative: Reference: Section 3.B.2

Three References: Reference: Section 3.B.2.2.c

Sample Report: Reference: Section 3C

Detailed Budget: Reference: Section 3D and Exhibit B

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SECTION I: GENERAL PROPOSAL STIPULATIONS

A. **PURPOSE AND SCOPE:** The Community Services, Inc. (CSI) is seeking an individual(s) or organizations(s) to provide proactive Information Technology (IT) service and support for the administrative offices and the multiple Community Services, Inc. remote locales to maintain the efficiency and productivity of the system to help ensure the successful accomplishment of the Agency's mission, as described in Exhibit F. Regular supervision, maintenance, upgrades, IT related strategic planning, and research are expected to be key elements of the proposal.

1. QUALIFICATIONS.

Proposer or proposer's agent shall hold a Bachelor's degree in computer science, information technology, engineering, information systems, cybersecurity, or related area with commensurate experience, and/or shall have a minimum of 5 years of experience and hold a certified information systems security professional certification. Proven skills: communication, analytical, problem-solving skills, identification and assessment of computer systems and tech.

2. LIMITATIONS.

CSI and the Community Services, Inc. Board (CSIB) assume no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a proposer, the evaluation of an accepted response, or the selection of finalists. This request for proposals and information does not commit CSI and CSIB to pay any costs incurred in the preparation of responses, to procure or contract for any service or services whatsoever, or to award a contract. The CSI and CSIB shall not be contractually bound until CSI and the successful proposer have executed a written contract for performance of the work. CSI reserves the right to accept or reject any or all bids/proposals received as a result of this request, to negotiate with any sources CSI deems qualified, to fund qualified bidders through alternative funding sources if CSI deems such alternative funding to be available and appropriate, or to cancel, in part or in its entirety, the request if it is in the best interest of CSI or CSIB to do so. CSI may require the proposing agency to participate in negotiations and to submit any price, technical, or other revisions to their proposals as may result from negotiations.

The terms and conditions of the RFP supersede and control those of the proposal or of any exhibits or attachments submitted by the bidder/proposer.

3. PROPOSAL OWNERSHIP

All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of CSI and will not be returned to the proposer.

4. CONFIDENTIALITY

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the proposer that are submitted to the CSI, as part of the proposal or otherwise, shall become the property of CSI when received by the CSI office and may be considered public information under applicable law.

5. WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn in person by a proposer, or authorized representative, provided their identity is made known and a receipt is signed for the proposal, but only if the withdrawal is made prior to the stated proposal deadline. In case of error by the proposer in making a proposal, the Evaluation Committee may, by discretion, reject such a proposal upon presentation of a letter by the proposer which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

6. EQUAL OPPORTUNITY

The CSI will make every effort to ensure that all proposers are treated fairly and equally throughout the entire review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

7. CONTRACT

CSI may award a contract or contracts, based on proposals received, without discussion of such offers. Accordingly, each proposal should be submitted on the most favorable terms from a price and technical standpoint, which the proposer can submit to CSI. However, CSI reserves the right to request additional data, oral discussion or presentation, in support of written proposals. Requests for additional information regarding the proposal have a three (3) working day limit on the time allowed to respond. All responses must be in writing. Failure to comply with this stipulation may result in an adverse consideration of the proposal.

If the proposer proposes a multi-bidder (multi-proposer) or subcontract approach, full responsibility for all contract requirements will remain with the proposer who is awarded the contract, including audit findings.

Copies of all subcontracts must be included in the response to the RFP.

The project has an anticipated Notice to Proceed or contract execution of approximately forty-five (45) days after acceptance of the proposed bid. Community Services, Inc. anticipates awarding a contract with a one-year base term and two one-year optional renewals. Suggested modifications to the schedule will be considered. Based on funding availability, Community Services, Inc. reserves the right to modify the base contract term and optional renewal terms.

The Contractor agrees to commence work on this project within thirty (30) days of execution of the Contract. Community Services, Inc. shall issue a written Notice to Proceed for the following: Year 1 Final Configuration and Training, Year 2 base term and Year 3 base term as defined in Exhibit B. All work under the Contract for the Base Term shall be completed by January 31, 2026 (base term). This contract may be renewed, at Community Service, Inc.'s sole discretion, for two additional one-year terms (renewal term). If an option year is exercised by Community Services, Inc., the contract will be amended as appropriate to include additional year(s). Community Services, Inc. shall provide forty-five (45) day written notice of intent to exercise optional years during the renewal term.

The terms and conditions of the final contract awarded supersede and control those of the RFP and of any proposal or of any of the exhibits or attachments submitted by the proposer.

8. EXTENSION

CSI may offer extensions or rolling renewals of this contract based on performance, continued need, adequate funding, and subsequent approval by the CSIB on one-year increments. CSI may also, extend the final date of the contract as needed to maintain continuity of service. However, in the event that changes in Federal and/or State legislation or administrative directives should require significant changes in program operation, the CSIB may decide that a new competitive procurement is warranted to establish new terms or to meet new operational needs within the agency. All parties must agree to terms outline.

9. LIQUIDATED DAMAGES

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 the Federal Transit Administration's (FTA) prior written concurrence.

10. FUNDING SOURCE & ADMINISTRATION

All programs and services to be operated under this Request for Proposal will be funded under the Texas Department of Transportation (TxDOT), Department of Aging and Disability Services (DADS), Community Services Block Grant (CSBG) as funded through the Texas Department of Housing and Community Affairs (TDHCA), or other applicable funding as allowed by law. Reductions or increases of the budget level may be necessary during the course of the contract based on increased or decreased levels of funding.

11. ACCOUNTING RECORDS

Each proposer must maintain acceptable accounting records. An adequate system of managing funds and for keeping back-up data to support expenditures for audit purposes is the full responsibility of each proposer. CSI will not contract with an organization or agency to deliver funded services or activities unless the organization or agency can provide, upon request, a statement from a Certified Public Accountant (CPA) that its accounting system meets generally accepted standards of accounting.

12. COST

Please provide a detailed, itemized budget for the contract period: **February 3, 2025 – January 31, 2026**. Only costs directly related to the delivery of services and properly supported with back-up data and records will be allowable charges.

13. INDEMNIFICATION/ASSURANCES AND CERTIFICATIONS

Organizations or agencies submitting a proposal must be willing to sign a contract, which will provide a full indemnification and hold harmless of any liability of CSI or its governing bodies for any services conducted by the contract agency. The contract will include a full statement of responsibility for reimbursing CSI for any cost or expenditures which are disallowed in an audit, or for any other claims which might be made against the program operator by a customer or other interested party.

14. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITIES

Proposers who are awarded a contract shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related

to employment or participation because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, political affiliation, beliefs, or citizenship.

15. MONITORING

CSI will be monitoring, auditing, and evaluating all services throughout the contract period.

16. PROPOSER COMMUNICATIONS AND REQUESTS

Communication or correspondence in regard to any aspect of this solicitation or offers will only be with the Project Manager or his designated representative. Proposers 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 must be in writing and directed to the President/CEO Daniel Edwards, Sr. via email at dedwards@csicorsicana.org by **October 14, 2024**. Proposers 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. Deviation requests are to be submitted on the deviation form.

Community Services, Inc. will provide responses to written requests in the form of an addendum only, posted on CSI's **website @ www.csicorsicana.org**. 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 proposers, whether as a result of questions raised by proposers or initiated by Community Services, Inc. itself, will be sent to all proposers in written addendum form.

17. PROPOSAL SUBMISSION

To be considered, four (4) copies (one with original signatures) of the proposal must be received in the CSI offices at PO Box 612, Corsicana, TX 75151, by **5:00 p.m., October 31, 2024**. Instructions provided in this RFP document should not be submitted with the response. Responses should use affirmative language "will or shall" so that proposals may be easily converted to contract form. The Proposal Cover Sheet (Exhibit A) must be attached at the beginning of your submission. Review and sign all appendices where appropriate and submit with your proposal. Signatures shall be signed in blue ink. Any proposals received after the submission date and time will be considered void and unacceptable. CSI is not responsible for lateness of mail, carrier, etc., and the date/time stamp in the CSI Administrative Offices shall be the official date and time of receipt.

Proposals will be received at: Mailing/Delivery address:

**Community Services, Inc.
Attention: Daniel Edwards, Sr., MPA/Procurement P.O.
Box 612 Corsicana, TX 75151**

18. PROPOSAL EVALUATION / REVIEW CRITERIA

All proposals will be rated by a review team that may include CSI Board members and CSI staff. The selection of a proposal or proposals for contract award shall be made after a careful evaluation of the proposals received by members of the Review Team. Each proposal will be evaluated for acceptability with emphasis on the various factors enumerated under Section III, Bidder's Proposal, Narrative and Budget, assigning to each factor a numerical weight as indicated. These proposal ratings will be used to formulate the committee's funding and bidder recommendations. CSI staff will then complete contract negotiations with the selected provider prior to CSIB approval.

19. REVIEW AND APPEAL PROCESS

All protests or appeals of funding decisions rendered by CSI and all complaints arising out of the administration of any contract shall be resolved in accordance with the CSIB Complaint and Grievance Policy, available upon request. A protest must be received in writing by CSI's President/CEO a minimum of five (5) full workdays 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 President/CEO, 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, said action should be taken. Within three (3) workdays from the time the protest is received, Community Services, Inc.'s President/CEO will notify all potential bidders, Contractors, or proposers that a protest has been lodged and the nature of the protest.

The President/CEO will respond to the protest in writing within five (5) working days from the time the protest was received. If the President/CEO decides to withhold the award pending the resolution of the protest, the President/CEO 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 to 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 President/CEO 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.

20. CHOICE OF LAW

Any Contracts awarded pursuant to this RFP will be executed in the State of Texas and shall be governed by Texas law.

21. INSURANCE

The provider must maintain the insurance coverage required by CSI while any agreement is enforced, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to CSI when required.

SECTION II: SERVICES REQUIRED

A. The successful proposer will provide IT services and support for the CSI IT system, ensuring the system is fully operational at all times. Services shall include but are not limited to supporting, monitoring, installing and maintaining the following as outlined and specific to the network infrastructure for Community Services Inc. Network structure and support in the Corporate Office consists of the following equipment and activities:

I. Server Room

- a. Telco Infrastructure
 - i. Telco Fiber ISP and Telco Input
 - ii. Telco Fiber Routing Device Mounted in the Rack
- b. Domain Controller Server & Applications
 - i. Active Directory
 - ii. DHCP
 - iii. DNS
 - iv. Data Backups
 - v. Intrusion Detection System
 - vi. Intrusion Protection System
 - vii. Wi-Fi Network Management
 - viii. Telephone PBX Control Applications
- c. Application Host Server
 - i. Accounting Application
 - ii. Virtual Machine Hosted for Appointment Scheduling Application
 - iii. Virtual Machine Hosted for Quarterly MIP Backup Testing
 - iv. Virtual Machine Hosted for Annual Vulnerability Scans
- d. Secondary Domain Controller/File Storage Server
 - i. FTP Server for Mobile Worker Data Backups
 - ii. Shared Cloud Folder Repository
 - iii. Local Backup Storage
 - iv. Secondary DNS
 - v. Secondary Active Directory

- e. Decommissioned CTS Departmental Server
- f. Network Interchange Rack
- g. Unmanaged Switches
- h. Power Over Ethernet (POE) Switch
- i. Unifi USG – Pro Router
- j. KVM for Active Production Servers
- k. Avaya Telephone Interchange Device (PBX)
- l. Multiple Unifi Access Points Mounted to the Ceiling Throughout the Building

II. Organizational Workstations

a. CEO Office

- i. 1x Desktop MAC Workstation ii. Xerox Printer iii. 1x CEO Laptop for Mobile Use iv. 2x Company Laptops - Stored in CEO's Office.
- b. CSBG Quality Control Office

- i. 1x Laptop ii. Single User Xerox Printer iii. Dual Monitors

d. Fiscal Offices

- i. 3x Desktop Workstations ii. Dual Monitors on Each Desk iii. Xerox Printer iv. Fiscal Office Xerox Copier/Printer v. 3x Laptops

e. 6x CSBG Users. The CSBG Employees are Mobile Users. Each carries the following:

i. 1x Laptop

- ii. 1x Portable Printer iii. 1x Cellular ISP Modem iv. 1x Surface Pro

f. CTS Dispatch Office

- i. 3 Workstations ii. Xerox Copier/Printer (Network Connected) iii. 3 Single Monitors

g. CTS Management Offices

- i. 2 Workstations ii. 1 Single Monitor, And One Dual Monitor Set iii. Printer/Fax in The CTS Administrators Office iv. 2x Laptops

- h. Reception Area
- i. 2 Workstation
 - ii. 2 Monitor
 - iii. 2 Xerox Copier/Printer (Serves as the Office Primary Printer)

III. Continuous Activities:

- a. Monitoring, Researching & Resolution of IPS/IDS Alerts
- b. Monitoring Server Room Power & Temperature Alerts
- c. Responding to Antivirus & Antimalware Events
- d. Resolve Organizational & User IT Issues
- e. Monitor the Status of Various Software and Hardware Vendors in Use by the Organization
- f. Monitor Corporate Website Security and Update with Content from CSI Management
- g. Monitor the Status, Throughput and Security of the CSI Email Service & Respond to Events as Quickly as Possible
- h. Respond to the CEO's Requests Regarding Employee Active Logins & Mailbox Changes as Staff Changes Occur
- i. Manage Final Stages of Windows 7 To Windows 10 Conversion or to the latest Office Suites
- j. Perform Changes to Organizational Technology
- k. Responding to Emergency calls after hours
- l. Respond to Intrusion (Maintain Protection); detects suspicious activities and generates alerts when they are detected. Based upon these alerts, a security operations center (SOC) analyst or incident responder can investigate the issue and take the appropriate actions to remediate the threat.

IV. Monthly Activities:

- a. Maintenance on Each Workstation and Laptop
- b. Maintenance on Each Server and Virtual Machine
- c. Checking All Software for Needed Patches
- d. Restoring and Manually Checking Files from the Data Backup to Ensure Integrity

V. Quarterly Activities performed the fourth Thursday of March, June, September, and December:

- a. Checking Firmware of Router and Wi-Fi Transmitters
- b. Lifecycle Analysis of Equipment in Use
- c. Onsite visits

VI. Annual Activities are performed the last week of January:

- a. Review IT Risk Assessment and Propose Annual Changes or Updates to Organizational Management
- b. Prepare and Respond to All Inquiries During the Organization's External Annual IT Audit in Compliance with Organizational Rules
- c. Conduct Vulnerability Scan on All Network Devices and Performance of Resolution for Identified Vulnerabilities
- d. Conduct Backup Restore Tests of Accounting Software Backup Data from the Recent Set
- e. Review the Strategic Technology Plan and Recommend Changes or Updates to Management
- f. Draft and implement a cyber disaster recovery plan to recover from cyber incidents

The above IT services and support shall be provided on the outlined schedule for CSI Administrative Offices, 302 Hospital Drive, Corsicana, Texas 75110 and three satellite locations at 306 North Loop 288, Denton, Texas 76209, 1001 South Edmonds Lane, Lewisville, Texas 75067 and 920 E. Park Blvd., Ste. 110 Plano, Texas 75074.

SECTION III: BIDDER'S PROPOSAL

GENERAL

All bidders must comply with the instructions below in preparing their proposal documents.

A. PROPOSAL CONTENTS

Each proposal must include (see check sheet, page 2):

- Completed proposal cover sheet (See Exhibit A)
- Proposal Summary
- Proposal Narrative
- Three Letters of Reference from current or former organizations the bidder has serviced
- Sample Report
- Completed budget proposal must include a fee-for-service model with hourly rates (see Exhibit B)
- Completed PTN-130 (see Exhibit G)

B. WRITTEN RESPONSE FORMAT REQUIREMENTS

The following documents should be completed in Double-spaced, Times New Roman or Arial; font size 12. Use affirmative language (words like “shall” or “will”) so the narrative can be easily converted into contract language.

B1. Proposal Summary:

Provide a concise summary of your proposed services and methods of delivery, not to exceed 1 page.

B2. Proposal Narrative

The following sections must be addressed in your proposal. Proposal evaluation points will be awarded based upon the quality of the responses to each section. There are a total of 70 points that can be awarded within this section.

DELIVERABLES

1. (50 points) Describe how you will provide the services described below including, but not limited to:
 - Needs Assessment and Inventory Services;
 - Maintenance Services;
 - Patch Management;
 - On Site Support Services (include preferred hours per week and preferred days per week);
 - Remote Support Services
 - Installation and Upgrade Services;
 - “Ticketing” Service;
 - Monitoring Services;
 - Security Services;
 - User Management;
 - Describe your proposed response time to service & support calls during normal and after business hours. Include how you determined the priority for response times.
 - Other support Services not described above.
2. (20 points). Describe your organization’s experience and qualifications for performing these services, covering the following:
 - a. Briefly describe your organization’s experience and qualifications providing IT services & support for a reasonably sized agency. Include a description of the knowledge, skills, and abilities of all staff assigned to

provide IT support & services to CSI. Include IT certification and degrees obtained. Please crossreference or relate the IT certifications(s) and degree(s) obtained to the specific IT service & support being proposed.

b. Identify experience over the past two years (2021-2023) in reference to the following items:

- Were charges of unfair labor practices filed against the organization?
- Were lawsuits or judgments filed?
- Were there investigations of fraud, abuse, conflict of interest, political activities, nepotism, or any criminal activities?
- Was there a default or breach of contract?
- Please confirm the current financial solvency of the agency:
 - Was bankruptcy or receivership by this organization declared?
 - Were there any discrimination complaints or rulings against the agency?

If any one of the above occurred, information must be provided which should include at a minimum:

- Date item(s) identified was initiated;
- Party or parties involved with specific references to federal funds;
- Brief description of the circumstances;
- Final disposition date;
- A brief explanation if action is still pending.

c. Provide at least three professional references for a business in which your organization has provided similar IT service & support as being proposed.

C. SAMPLE REPORT

Proposers shall submit a sample report of how the IT support and services provided will be documented.

D. BUDGET – NOTE: BUDGET MUST INCLUDE FEE-FOR-SERVICES RATES WITH HOURLY RATES VERSUS JUST STANDARD MONTHLY RATES AND INDIVIDUAL PROJECTS!!!!

(30 points) Submit your Itemized Budget using Exhibit B. Provide a breakdown of costs by each separate line item, i.e., all fees, services, hard goods, mileage, travel time, and optional services being proposed.

Exhibit A.

PROPOSAL COVER SHEET

**PROPOSAL TO PROVIDE SERVICES TO COMMUNITY
SERVICES, INC.
COVER SHEET**

Agency Name: _____

Agency Address: _____

Contact Person: _____

Phone #: _____ Fax #: _____

Email Address: _____

Web Address: _____

LEGAL STATUS OF ORGANIZATION:

___ Governmental

___ Private, non-profit

___ Educational

___ Private, for-profit **PROPOSED SERVICES:**

Vendor/Agency Name

Proposing Entity Certification

The proposing entity certifies by the signature below that the information in this application is correct, that the entity meets the requirements of the program, and that all services provided under a subsequent Contract will meet the requirements detailed in the RFP Instructions. The person whose signature appears below certifies the information given in this application is true and correct and that they are authorized to bind the proposing organization; certifies this application is a firm offer binding the organization for a period of 90 days, and understands that approved applications are subject to negotiation.

Authorized Representative:

Printed Name

Title

Signature

Date

Exhibit B

Itemized Budget – NOTE: BUDGET MUST INCLUDE FEE-FOR-SERVICES RATES WITH HOURLY RATES VERSUS JUST STANDARDS MONTHLY RATES AND INDIVIDUAL PROJECTS!!!!

Task #	Task	Prime Consultant Cost	Sub-Consultant 1 Cost	Total Costs
Task 1				\$ -
Task 2				\$ -

Task 2	Base Year			\$ -
Task 2	Optional Year 1			\$ -
Task 2	Optional Year 2			\$ -
Task 3	Optional Enhanced Features			\$ -
Profit	Proposed Profit/Fee			\$ -
All	All Tasks	\$	-	\$ -

Exhibit C
REFERENCES

The Respondent must furnish at least three (3) references from persons (i.e., business entities actually contracted) who can attest to the quality of similar prior work performed:

1. Company Name: _____ - -

Street Address: _____

City/State/Zip Code: _____

Contact Person: _____

Telephone No.: _____

Email Address: _____

2. Company Name: _____

Street Address: _____

City/State/Zip Code: _____

Contact Person: _____

Telephone No.: _____

Email Address: _____

3. Company Name: _____

Street Address: _____

City/State/Zip Code: ____ - ____ - _____

Contact Person: ____ - ____ - _____

Telephone No.: _____

Email Address: _____ **Exhibit D**
SOCIAL MEDIA POLICY

Community Services, Inc. will take a neutral position on the decision to start or maintain a blog or participate in other social networking activities. However, it is the right and duty of CSI to protect itself from unauthorized disclosure of information. CSI's social networking policy includes rules and guidelines for Company-authorized social networking and personal social networking and applies to the Executive Director, Board Members, Supervisors/Managers and employees.

General Provisions

Blogging or other forms of social media or technology include but are not limited to video or wiki postings, sites such as Facebook, Twitter and YouTube, chat rooms, personal blogs or other similar forms of online journals, diaries or personal newsletters not affiliated with CSI. This Policy also includes future social media technologies and applications that may not yet be contemplated.

Employees cannot use employer-owned equipment, including computers, Company-licensed software or other electronic equipment, nor facilities or Company time, to conduct personal blogging or social networking activities. Employees may not use social media in a manner that interferes with job duties or violates a Company work rule or policy. Specifically, employees may not use social media to harass, threaten, intimidate, retaliate, discriminate or disparage CSI, employees or anyone doing business with CSI, including clients. These restrictions do not prohibit conduct protected by Section 7 of the National Labor Relations Act.

Unless specifically instructed by the Executive Director or Board Chairperson, employees are not authorized and therefore restricted to speak on behalf of the Company. Employees may not publicly discuss clients, customers, products, employees or any work-related matters, whether confidential or not, outside Company-authorized communications. Employees are required to protect the privacy of the Company and its employees and customers, and are prohibited from disclosing personal employee and nonemployee information and any other proprietary and nonpublic information to which employees have access. Such information includes but is not limited to customer information, Company trade secrets, financial information and strategic business plans.

If an employee chooses to identify themselves on social media or blogging sites as a Company employee, please understand that some readers may view them as a spokesperson for the Company. Because of this possibility, we ask that employees state that their views expressed in their blog or social networking area are their own and not those of the Company, nor of any person or organization affiliated or doing business with the Company.

Employees cannot post on their personal blogs or social networking sites photographs of other employees, customers, vendors or suppliers, nor can employees post photographs of persons engaged in Company business or at Company events.

Employees cannot post on personal blogs and social networking sites any advertisements or photographs of Company products, nor sell Company products and services. Employees cannot link from their personal blog or social networking site to the Company's internal or external website.

If contacted by the media or press about a post that relates to the Company business, employees are required to speak with the Executive Director before responding to media or press.

Employer Monitoring

Employees are cautioned that they should have no expectation of privacy while using the Internet. Employee postings can be reviewed by anyone, including the Company. The Company reserves the right to monitor comments or discussions about the Company, its employees, customers and students, and the industry, including products and competitors, posted on the Internet by anyone, including employees and nonemployees. The Company uses blog-search tools and software to monitor forums such as blogs and other types of personal journals, diaries, personal and business discussion forums and social networking sites.

Employees are cautioned that they should have no expectation of privacy while using Company equipment or facilities for any purpose, including authorized blogging.

The Company reserves the right to use any content from a Supervisor/Manager's tools to monitor, review or block content on Company blogs that violate Company blogging rules and guidelines.

Reporting Violations

The Company requests and strongly urges employees to report any violations or possible perceived violations to a Supervisor/Manager or Access Point. Violations include discussions of the Company and its employees and customers, any discussion of proprietary information and any unlawful activity related to blogging or social networking.

Discipline for Violations

The Company will investigate and respond to all reports of violations of the social networking policy and other related policies. Violation of the Company's social networking policy will result in disciplinary action up to and including immediate termination. Discipline or termination will be determined based on the nature and factors of any blog or social networking post. The Company reserves the right to take legal action where necessary against employees who engage in prohibited or unlawful conduct.

Authorized Social Networking

The goal of authorized social networking and blogging is to become a part of the industry conversation and promote web-based sharing of ideas and exchange of information. Authorized social networking and blogging is used to convey information about Company products and services, promote and raise awareness of the Company's brand, search for potential new markets, communicate with employees and customers to brainstorm, issue or respond to breaking news or negative publicity, and discuss corporate, business-unit and department-specific activities and events.

When social networking, blogging or using other forms of web-based forums, the Company must ensure that the use of these communications maintains our brand identity, integrity and reputation while minimizing actual or potential legal risks, whether used inside or outside the workplace.

Rules and Guidelines

The following rules and guidelines apply to social networking and blogging when authorized by the employer and done on Company time. The rules and guidelines apply to all employer- related blogs and social networking entries, including employer subsidiaries or affiliates. Only authorized employees can prepare and modify content for the Company's blog and/or the social networking entries. Content must be relevant, add value and meet at least one of the specified goals or purposes developed by the Company.

All employees must identify themselves as employees of the Company when posting comments or responses on the employer's blog or on the social networking site.

Any copyrighted information where written reprint information has not been obtained in advance cannot be posted on the Company's blog.

Business units and departments are responsible for ensuring all blogging and social networking information complies with the Company's written policies. Business unit and department heads are authorized to remove any content that does not meet the rules and guidelines of this Policy or that may be illegal or offensive. Removal of such content will be done without permission of the blogger or advance warning.

The Company expects all guest bloggers to abide by all rules and guidelines of this Policy. Company reserves the right to remove, without advance notice or permission, all guest bloggers' content considered inaccurate or offensive. The Company also reserves the right to take legal action against guests who engage in prohibited or unlawful conduct.

Exhibit E

COMPUTER/INTERNET USAGE, ELECTRONIC MAIL & VOICEMAIL

The computers, computer files, e-mails and voicemail are the property of Community Services, Inc. Community Services, Inc. reserves the right to look at or listen to any electronic file, e-mail or voicemail on the Community Services, Inc. computers, voicemail or other information systems.

General Computer Usage Guidelines

The installation of unauthorized software on Community Services, Inc. computers is prohibited. Any unauthorized software that is found on an employee's computer or on the network drives shall be removed immediately. The installation of unauthorized software or the willful or intentional destruction of computer software or hardware may subject the employee to disciplinary action, up to and including termination at the sole discretion of Community Services, Inc.

Licenses

Community Services, Inc. does purchase and license the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, Community Services, Inc. does not have the right to reproduce such software for use on more than one computer. Employees are required to use software according to the software license agreement. Installation of software without prior Supervisor/Manager approval and illegal duplication or use

of software and its related documentation is strictly prohibited. Violation of this Policy may result in disciplinary action, up to and including termination.

Internet Usage

Community Services, Inc. recognizes that when used correctly, the internet can be a valuable business tools that can help employees perform their duties. Therefore, internet access should be viewed as a business instrument to be used to conduct business. Any unauthorized use of the internet is prohibited. Any nonCommunity Services, Inc. usage of the internet or other violation of the internet usage policy may result in disciplinary action, up to and including termination at the sole discretion of Community Services, Inc.

The unauthorized use, installation, copying or distribution of copyrighted, trademarked or patented material on the internet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it or has not gotten authorization for its use, it should not be put on the internet. Supervisors/Managers are also responsible for ensuring that the person sending any material over the internet has the appropriate distribution rights.

Electronic Mail and Voicemail Policies

Electronic mail (“e-mail”) and Voicemail (“v-mail”) systems are provided by Community Services, Inc. to assist in the conduct of business within Community Services, Inc. As with other forms of business communication at Community Services, Inc., e-mail and v-mail should always be professional in content and format.

General Electronic Mail and Voicemail Usage Guidelines

Use of e-mail is limited to employees. Employees are responsible to maintain the security of their account and take precautions to prevent unauthorized access to their mailbox. Unauthorized entry to an individual’s account or mailbox is prohibited. Computer passwords and security codes are unique to the individual and should not be shared, transferred, or disclosed. Community Services, Inc. reserves the right to know all such passwords and security codes and retain ownership of and access to all Community Services, Inc. systems and information on those systems.

The e-mail and v-mail systems are Community Services, Inc.’s property. All messages composed, sent and/or received on the e-mail or v-mail systems are and remain the property of Community Services, Inc. They are not the private property of any employee. Community Services, Inc. reserves the right to retrieve, review, audit and disclose all messages created, received or sent on the e-mail and v-mail systems. The Community Services, Inc. may view, listen to, copy or delete e-mail and v-mail messages, without an employee’s permission. Therefore, an employee should not assume that messages are confidential. As a general guideline, employees should not put anything on e-mail or v-mail that they would not put in a formal or public memo.

Unacceptable Usage

Community Services, Inc. strives to maintain a workplace free of discrimination and harassment and sensitive to the diversity of its employees. Therefore, Community Services, Inc. strictly prohibits the use of computers, the e-mail and v-mail systems in ways that are disruptive, offensive or harassing of others or harmful to morale. Prohibited use of e-mail or v-mail may result in disciplinary action, up to and including termination. Examples of misuse include the following:

1. Transmitting offensive or disruptive messages. Examples include sexually- explicit messages, cartoons, or jokes; unwelcome propositions; ethnic or racial slurs; or any other messages that are prohibited under the Anti-Harassment, Non-discrimination and Nonretaliation Policy.
2. Use of Community Services, Inc.’s e-mail for personal business, competing businesses or chain letters.
3. Distributing confidential messages to parties outside of Community Services, Inc.

4. Using the e-mail system to send or receive copyrighted materials, trade secrets, proprietary financial information or similar materials without authorization.
5. Breaking into the system or unauthorized use of a password/mailbox.
6. Soliciting for commercial ventures, religious or political causes, outside organizations or other non-job related solicitations. However, employees are permitted to solicit for charitable organizations, such as school fundraisers, Girl and Boy Scouts and the American Red Cross with consent from the Executive Director.
7. Making personal purchases using Community Services, Inc.'s e-mail address.
8. Sending or posting messages or material that could damage the organization's image or reputation.
9. Failing to observe licensing agreements.
10. Jeopardizing the security of Community Services, Inc.'s electronic communications system.
11. Sending anonymous e-mail messages.

Policy Administration

Prudent use of Community Services, Inc.'s e-mail and v-mail systems is each employee's responsibility. Violations of this Policy or use of e-mail or v-mail for improper purposes may be grounds for disciplinary action, up to and including termination at the sole discretion of Community Services, Inc.

Exhibit F

History/Background of Community Services, Inc.

Community Services, Incorporated (CSI) began in Navarro County, Texas in 1966 as a Community Action Agency (non-profit), developed from the Economic Opportunity Act of 1965. It was founded with a mission to help clients – specifically, low-income citizens in rural areas achieve success and rewards through confidential case management, direct coordination of resources, support services, and peer celebration activities. A few years after its inception, it expanded from Navarro County into Ellis County. As additional projects were added (such as job training, weatherization, and other initiatives), the organization's service area expanded throughout rural east and central Texas counties. For a brief period, CSI served 42 counties in central and east Texas in order to assess the seasonal farm worker/migrant worker. The CSI service area is currently more focused and includes services offered in the following ten counties: Anderson, Collin, Denton, Ellis, Henderson, Hunt, Kaufman, Navarro, Rockwall, and Van Zandt.

CSI has conducted activities in a variety of service areas to promote opportunity, quality of life, and selfsufficiency for the under-served and low-income population. Services have included housing counsel, job training and placement, energy-conservation, educational skill development and counseling, and outreach/referral services. In addition, CSI conducted assessments on the needs of women and children in crisis. It also had initiatives for special programs to provide education to low income families, heat crisis relief, and energy crisis assistance.

In 1977, CSI responded to the need for child care services and acquired a nonprofit childcare center in Corsicana which it operated for many years in order to meet local needs. CSI has been a continuous source of special program assistance to low-income citizens throughout Texas and serves as a constant contact for

residents via phone, website, and regular mail with questions about services, as well as addressing various problems and needs. CSI's current major service lines include the following:

Community Services Block Grant/Direct Client Services (CSBG/DCS)

Funded by the Texas Department of Housing and Community Affairs (TDHCA), CSI provides administrative support and direct client services in Anderson, Collin, Denton, Ellis, Henderson, Hunt, Kaufman, Navarro, Rockwall, and Van Zandt counties. CSBG/DCS provides assistance in the following areas: education, employment, housing, transitional utility assistance, food and transportation. Direct Client Services are provided through emergency services, one-time assistance and a comprehensive case management program.

In addition to the major assistance noted above, CSI has, since its inception, supported the communities it serves in ways such as those shown below:

- Assisting with transportation services to provide service area residents with greater access to community service providers.
- Logging over a quarter million (328,895) total miles on 61,262 trips – collecting fares of \$90,592 through CSI Transit Services.
- Providing 8,372 trips for elderly clients and 17,855 trips for people with disabilities.
- Delivering over 4,000 meals a month to seniors and people with disabilities, through the Meals on Wheels program.

CSI leadership includes the following officers of the nine-member Board of Directors:

- Vacant
President
- LaQuintta Denish Simon
Vice President
- Bernard Porter
Treasurer
- Christen Rudd
Secretary

Exhibit G – Texas Department of Transportation – (Compliance/Governance Requirement)

PTN-130 VENDOR CONSOLIDATED CERTIFICATION FORM

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

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

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 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
17. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
18. Conformance with Intelligent Transportation Systems (ITS) National Architecture
19. Severability

Award Exceeding \$10,000

20. Terminating the Contract
- 21.

Solid Wastes

Award Exceeding \$25,000

22. Debarment and Suspension
23. Resolution of Disputes, Breaches, or Other Litigation

Award Exceeding \$50,000

24. Contracting with the Enemy

Award Exceeding \$100,000

25. Lobbying Restrictions

Award Exceeding \$150,000

26. Environmental Protection (Clean Air and Water Pollution Control)

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 not less than 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 apply 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(l)(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 “companyowned” 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 A. The contractor certifies that it:

- I. 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
- II. 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 ThirdParty Participant without FTA's written approval.

B. Flow Down

- I. 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. Per Texas Department of Transportation (TxDOT) policy, the 30-day payment window is reduced to 10-days from receipt of payment when the contractor is using state or federal funds passthrough TxDOT to reimburse subcontractors. 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.

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

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

- A. Procure or obtain;
- B. Extend or renew a contract to procure or obtain; or
- C. 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).
- E. 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).
- D. Telecommunications or video surveillance services provided by such entities or using such equipment.
- E. 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.

18. Conformance with ITS National Architecture

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

19. Severability

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

Awards Exceeding \$10,000

20. Termination

A. 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 to 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.

B. 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.

C. 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.

D. 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.

21. 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

22. 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, “Non-procurement 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 Non-procurement 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.

23. 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 subgrantee, 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 President/CEO 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:

President/CEO

P.O. Box 612

Corsicana, Texas 75151-0612

Faxed or e-mailed protests will not be accepted.

The Community Services, Inc. President/CEO will respond, in written detail, with counterclaims to each substantive issue raised in the protest. The President/CEO 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.

Awards Exceeding \$50,000

24. 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

25. 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

26. Environmental Protection (Clean Air and Clean Water)

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. Conflict of Interest

22. Senate Bill 13

23. Senate Bill 19

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 Subrecipient 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.

Conflict of Interest

INSTRUCTIONS FOR CONFLICT-OF-INTEREST QUESTIONNAIRE (page 50)

Section 176.006 requires disclosure of a person's "affiliations or business relations that might cause a conflict of interest." The term "affiliation" is not defined in Chapter 176. However, the general definition of the word "affiliation" would mean any association or connection. So, any affiliation, including such things as friendship, membership in some group or organization, relationship by blood or marriage, or any other connection, must be disclosed.

How to fill out the Conflict-of-Interest Questionnaire (each number corresponds with the number on Form CIQ).

1. Name of person doing business with Community Transit Services. If the business is a corporation, partnership, etc., then each person who acts as an agent for the business in dealings with Community Transit Services must complete the form. Also state company name.
2. Check the box if you are filing an update to a previously filed questionnaire. Updates are required by law by September 1 of each year in which the person submits a proposal or bid, or begins contract discussions or

negotiations with the District. Updates are also required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate.

3. Insert the name of the person seeking to do business with Community Transit Services
 4. Describe how you are affiliated or related to a Community Transit Services employee or board member who may make recommendations regarding expenditures of money. Name the employee or board member with whom you have a relationship; if there is no relationship in question, state "NONE". Answer questions A & B with "Yes" or "No", as applicable to the question (if conflict exists)
 5. Describe each employment or business relationship that the vendor maintains with Community Transit Services, its employees, officers or director (if any).
 6. Check box if vendor has given Community Services, Inc., its employee(s), officer, director or family member one or more gifts as described in Section 176.003(a)(2)(B)
- 22.** Senate Bill 13. 2. Pursuant to Chapter 2274, Government Code, as enacted by S.B. 13, 87th Legislature, TxDOT and NCTCOG are prohibited from using public funds to contract with entities who boycott energy companies. By signing this contract, the SERVICE PROVIDER verifies that it does not discriminate against energy companies and will not discriminate during the term of the contract.
- 23.** Senate Bill 19. 3. Pursuant to Chapter 2274, Government Code, as enacted by S.B. 19, 87th Legislature, TxDOT and NCTCOG are prohibited from using public funds to contract with entities who discriminate against firearm and ammunition industries. By signing this contract, the SERVICE PROVIDER agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY	
Date Received	

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

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7

 Signature of vendor doing business with the governmental entity

 Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...
(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed;
 - or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

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 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. Termination for Default

Awards Exceeding \$150,000

- D. Buy America

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. Termination for Default

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.

Awards Exceeding \$150,000

D. Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements.

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>.

Buy America Certification

Except as the Federal Government determines otherwise in writing, the Recipient agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidance of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49

C.F.R. part 661, to the extent consistent with 49 U.S.C. § 5323(j);

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Buy America (Check where Applicable):

The vendor or offeror hereby certifies it will comply with the requirements of 49 USC 5323(j) and the applicable regulations in 49 CFR 661, providing Buy America compliant manufactured goods or rolling stock.

The vendor or offeror cannot comply with the requirements 49 USC 5323(j), but may qualify for an exception to the requirement pursuant to the regulations in 49 CFR 661.

Name of Company	Printed Name of Person Completing Form
Date	Signature

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

Name of Company	Printed Name of Person Completing Form
Date	Signature

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

<https://www.transit.dot.gov/funding/grantee-resources/certifications-andassurances/certificationsassurances>.

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
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Date	Signature
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