Texoma Area Paratransit Systems, Inc

Date of Meeting: May 14, 2014
Time of Meeting: 10:00 AM
Location of Meeting: 3400 Texoma Pkwy, Sherman, TX 75090

AGENDA

1. Call to Order, Declaration of a Quorum and Welcome
   Jay Davidson, Chairman

2. President’s Remarks

3. Approve the Minutes of March 5, 2014
   Jay Davidson, Chairman

4. Public’s Opportunity to Speak

5. Chief Executive Officer’s Report
   A) DFW Large UZA Finances for Operations Update
   B) Medicaid Transportation RFP and Status of Award
   C) Collin County Ridership Update

6. Receive Audit Reports for FY 2010-2012 and Take Action to adopt the audit reports as presented and Tabled from the January 22, 2014 meeting
   Teresa Foster, CFO

7. Consider and Take Action to authorize staff to amend an Interlocal Agreement with the City of Allen for Office Space and Bus Parking Area.
   Brad Underwood, CEO

8. Consider and Take Action to authorize staff to increase the line of credit with Landmark Bank from $150,000 to $300,000 due to increased budget size and demand.
   Teresa Foster, CFO
9. Consider and Take Action to authorize staff to Release an RFP for a 5 year management services contract for the operation of a sub-corporation.
   Brad Underwood, CEO

10. Receive an update and Take Action to start the Public Process to modify existing and add additional Fixed Routes for the City of McKinney
    Zak Kerfai, Grants & Planning Director

11. **Consent Items:** The following items on the consent agenda are considered to be routine by TAPS and will be enacted with one motion. There will not be separate discussion of these items unless a board member so requests, in which event the will be removed from the general order of business and considered in normal sequence.

       Teresa Foster, CFO

       Tim Patton, COO

    C) Consider and Take Action to issue an IFB for Office Supplies
       Teresa Foster, CFO

12. Adjourn

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Posted and Amended: May 08, 2014

*If you plan to attend this public meeting and you have a disability that requires special arrangements at the meeting, please contact the TAPS office at 903-893-4601 before 9:00 a.m. on the date of the meeting and reasonable accommodations will be made to assist your needs.*
MEMBERS PRESENT: Jay Davidson, Danny White, Kenneth Liggett, Trent Bass, Ryan Johnson, H.L. Compton, Randy Pogue, Leon Klement, Ken Brawley, Wanda Wood, Brian Loughmiller, and Eric Hogue

STAFF PRESENT: Tim Patton, Teresa Foster, Brad Underwood, Marily Hite, Barbara Reeves, and Zak Kerfai

GUEST PRESENT: Nancy Knapp and Shirley White

The TAPS Board of Directors met at 4900 Texoma Pkwy Sherman, TX 75090 for regular semimonthly board meeting.

1. Chairman, Jay Davidson, opened the meeting at 10:10am and declared a quorum was present.

2. The minutes from the March 5, 2014 meeting were reviewed. A motion was made by Randy Pogue to approve the minutes. The motion was seconded by H.L. Compton. Motion carried.

3. The public was given the opportunity to speak.

4. The Board received Chief Executive Officer’s Report. No action was taken. Trent Bass arrived at 10:12 and Eric Hogue arrived at 10:14.

5. Kenneth Liggett motioned to adopt Audit Reports for FY 2010-2012. The motion was seconded by Danny White. Motion carried.

6. Randy Pogue motioned to authorize staff to amend an Interlocal Agreement with the City of Allen for Office Space and Bus Parking Area. The motion was seconded by Ryan Johnson. Motion carried.

7. Ken Brawley motioned to authorize staff to increase the line of credit with Landmark Bank from $150,000 to $300,000 due to increased budget size and demand. The motion was seconded by Kenneth Liggett. Motion carried.
8. H.L. Compton motioned to authorize staff to Release an RFP for a 5 year management services contract for the subcorporation TMS (Transit Management of Sherman). The motion was seconded by Ryan Johnson. Motion carried.

9. Board received an update on, and Brian Loughmiller motioned to start, the Public Process to modify existing and add additional Fixed Routes for the City of McKinney. The motion was seconded by Randy Pogue. Motion carried.

10. Ryan Johnson motioned to approve consent items for approval including financial and ridership reports for January 2014, February 2014, and March 2014 and to issue an IFB for Office Supplies. The motion was seconded by Trent Bass. Motion carried. Trent Bass left at 11:18am.

11. Meeting was adjourned at 11:20am.

Passed, Approved and Adopted August 27, 2014.

Chairman, TAPS Board of Directors  or  Secretary, TAPS Board of Directors
Board of Director’s Meeting
May 14, 2014
10:00 A.M.

TAPS Public Transit
at TAPS Public Transit
3400 Texoma Parkway
Sherman, Texas
903-893-4601
### Board of Directors Roster January 2014

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<tr>
<th>Position</th>
<th>Name</th>
<th>Address</th>
<th>Contact Information</th>
<th>Term Started</th>
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<tr>
<td>Chairman</td>
<td>Jay Davidson, Councilman</td>
<td>City of Decatur</td>
<td>PO Box 2</td>
<td>11/09</td>
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<td>Vice-Chairman</td>
<td>Chris Hill, Commissioner</td>
<td>Collin County</td>
<td>2300 Bloomdale Rd, Ste. 4192</td>
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<td>Ken Brawley, Councilman</td>
<td>Montague County</td>
<td>2813 South Caprice</td>
<td>01/12</td>
<td>01/14</td>
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<td>Spanky Carter, Judge</td>
<td>Fannin County</td>
<td>101 E Sam Rayburn Dr, Ste. 101</td>
<td>9/11</td>
<td>09/13</td>
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<tr>
<td>Vice-Chairman</td>
<td>H. L. Compton, Councilman</td>
<td>Grayson County</td>
<td>301 Star Street</td>
<td>05/13</td>
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<td>Secretary</td>
<td>Wanda Wood, Civic Leader</td>
<td>Cooke County</td>
<td>402 Pioneer Trail</td>
<td>11/12</td>
<td>11/14</td>
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<tr>
<td>Treasurer</td>
<td>Kenneth Liggett, Judge</td>
<td>Clay County</td>
<td>214 N Main</td>
<td>10/08</td>
<td>10/14</td>
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<tr>
<td>Mayor</td>
<td>Brian Loughmiller, Mayor</td>
<td>Cooke County</td>
<td>100 West Houston</td>
<td>10/01</td>
<td>07/15</td>
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<tr>
<td>Commissioner</td>
<td>Randy Pogue, Councilman</td>
<td>Wise County</td>
<td>222 N. Tennessee St</td>
<td>05/13</td>
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<td>Ryan Johnson, Councilman</td>
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<td>123 N Crockett, Ste 200</td>
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<td>Eric Hogue, Mayor</td>
<td>Cooke County</td>
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<td>06/13</td>
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<td>Trent Bass, Treasurer</td>
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<td>Cooke County</td>
<td>402 Pioneer Trail</td>
<td>10/01</td>
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   Teresa Foster, CFO

B) Receive Ridership Report and Accept For Months of January, February, and March 2014  
   Tim Patton, COO

C) Consider and Take Action to issue an IFB for Office Supplies  
   Teresa Foster, CFO

12. Adjourn

**Posted and Amended: May 08, 2014**

*If you plan to attend this public meeting and you have a disability that requires special arrangements at the meeting, please contact the TAPS office at 903-893-4601 before 9:00 a.m. on the date of the meeting and reasonable accommodations will be made to assist your needs.*
1. Call to Order, Declaration of a Quorum and Welcome
Jay Davidson, Chairman
2. President’s Remark
3. Approve the Minutes of March 5, 2014
   Jay Davidson, Chairman
MEMBERS PRESENT: Jay Davidson, Kenneth Liggett, Trent Bass, Ryan Johnson, H.L. Compton, Randy Pogue, Leon Klement, and Chris Hill.

STAFF PRESENT: Tim Patton, Teresa Foster, Brad Underwood, Marily Hite, and Barbara Reeves

GUEST PRESENT: David Baca and Jared Tredway

The TAPS Board of Directors met at 4900 Texoma Pkwy Sherman, TX 75090 for regular semimonthly board meeting.

1. Chairman, Jay Davidson, opened the meeting at 10:13am and declared a quorum was present.

2. The minutes from the February 19, 2014 meeting were reviewed. A motion was made by Kenneth Liggett to approve the minutes. The motion was seconded by Randy Pogue. Motion carried.

3. The public was given the opportunity to speak.

4. The Board received Presentation from David Baca Studio on the preliminary conceptual design of the North Texas Regional Transportation Center. No action was taken.

5. At 10:48am the TAPS board convened in executive session to deliberate potential purchase of certain real property North of U. S. Highway 82, East of U.S. Highway 75, South of Spur 503 and West of State Highway 91.

6. The board reconvened in regular session at 11:07am. Randy Pogue made a motion to authorize staff to negotiate, acquire, and secure financing for a certain real property, North of U. S. Highway 82, East of U.S. Highway 75, South of Spur 503 and West of State Highway 91, excluding any portion of property that is unusable due to flood plain. The motion was seconded by H.L. Compton. Motion Passed.

7. Meeting was adjourned at 11:12am.
Passed, Approved and Adopted April 30, 2014.

______________________________  or  ______________________________
Chairman, TAPS Board of Directors  Secretary, TAPS Board of Directors
4. Public’s Opportunity to Speak
5. Chief Executive Offer’s Report
   A) DFW Large UZA Finances for Operations Update
   B) Medicaid Transportation RFP and Status of Award
   C) Collin County Ridership Update
6. Receive Audit Reports for FY 2010-2012 and Take Action to adopt the audit reports as presented and Tabled from the January 22, 2014 meeting

Teresa Foster, CFO
To: TAPS Board of Directors

From: Teresa Foster, CFO

Subject: Item #6 Receive Audit Reports for FY 2010-2012 and Take Action
to adopt the audit reports as presented and Tabled from the January 22, 2014 meeting.

Board:

Included with your mailing in January were the 2010, 2011, and 2012 Financial Audits for your review. In that packet, there was a material finding noted in the FY12 audit. That finding has since been removed. Corrected copies will be provided at the board meeting and are currently available for download on the website. Included in the pages that follow are a narrative explanation of the delay in completing these audits as well as a response to each of the findings. Please become familiar with them for meeting, but if you have any questions please let me know prior to the board meeting so I can have anything ready for further explanation.

Recommendation:

To approval audits as presented.
When I arrived at TAPS in Nov. 2009, the audit for the Fiscal Year ended 09/30/2009 had not been initiated. In reviewing the books, I discovered that there was a lot of work to be completed to get them anywhere near ready to be audited. Finally, in early Spring 2010, I contacted Brown & Davis, who had completed the previous year’s audit. Unfortunately, the owner of the firm had recently passed and the firm was no longer conducting single audits and we would have to secure a new audit firm. Out of all of the firms we contacted, McClanahan & Holmes (MCH) was the only one who was both able and available to complete the audit on such short notice.

They requested the working papers from the 2008 audit from Brown & Davis and began work on the FY09 audit, which was completed by the end of summer 2009. MCH was also retained that fall to begin work on the FY10 audit. Work commenced fairly quickly, but was delayed when the lead auditor unexpectedly went into pre-term labor with twins. MCH notified us they were going to delay completion of the audit until after tax season. Later that year, they notified us that they no longer had the capacity to complete the single audit due to a change in staffing and that they would be happy to provide their working papers to a new audit firm.

After contacting multiple other local governmental entities, Conway Company CPA’s was identified as a CPA firm that was still conducting single audits of agencies our size. They were contacted and agreed to work TAPS into their schedule, and would begin work within a few months (late fall 2011). Each time I asked about the progress of the audit, I was told they were working on it. I did not learn until I spoke with a senior auditor at the firm in the summer of 2013 that they had assigned one individual to our agency to complete the audit, who had occasional access to assistance from other auditors. This lead person changed several times, and the work would be passed from one to the next. They each would work on our audit in between working on audits of existing customers, and the subsequent person would often re-request items we had already submitted to their predecessor. I contacted our attorneys who recommended we issue a demand letter, which I immediately did. In response, they assigned a full five person team, and within the next seven months they completed the FY10, FY11 and FY12 audits which are presented to you today. Unfortunately, at the time they were completing the audits for FY11 and FY12 in November and December I had to have surgery. It was expected I would only be out for four weeks, but was out for eight weeks and the audits were finalized while I was out.

Brad and I have spoken with Mike Conway, senior partner at MCH, about the types and number of findings in those two audits. Additionally, I noted to him that I had been in the office twice during my recovery time while his staff was on-site. I made a point of checking in with them both times, and none of them mentioned any of the findings to me. Also, I pointed out to him that I had given my cell phone number to the lead audit staff and instructed her to call me if they had any questions that couldn’t be answered. I didn’t receive a single phone call. Brad and Tim were also never informed of any potential findings until after the reports were issued. Mr. Conway is in agreement with us that had they not been so rushed to complete the audits, and that had I been there to address the issues, many of them could have been resolved and would not have remained as findings. He did note that, despite the findings, MCH did still issue Unqualified reports for all three years because none of them were major and there were no material weaknesses identified.
I have addressed each of the findings below:

**Fiscal Year 2010**

**2010-01 Management did not supply critical information in a timely fashion.**
This finding stems from the auditors claiming they had to make repeat requests for information. As explained above, information was provided each time, but was often re-requested.

**2010-02 Failure to file annual statements with the Federal Clearinghouse.**
TAPS was unable to file the annual statements with the Federal Clearinghouse until we received the audits. All three of the audits have since been entered by TAPS into the Clearinghouse and are awaiting action by Conway to complete.

**2010-03 Instances were noted in Program 5307 where reimbursement requests were dated and grant funds were received before checks for grant expenditures were issued.**
Auditors identified two instances with very short time spans. FTA allows funds to be drawn in advance as long as the expenses are paid within three days. In those two instances, the checks were not immediately released due to issues with vendors but were sent as soon as the issues were resolved.

**Fiscal Year 2011**

**2011-01 Management did not supply critical information in a timely fashion.**
This finding stems from the auditors claiming they had to make repeat requests for information. As explained above, information was provided each time, but was often re-requested.

**2011-02 Full backup was not available for credit card statements that were selected for testing.**
Management has always stressed the importance of turning in ALL credit card receipts to finance to include with the credit card bill. On rare occasions where a receipt is misplaced and cannot be re-issued, staff must attach an explanatory memo to the file to document the expense.

**2011-03 Several paychecks did not match wage and/or salary calculations found in personnel files. Many did not have supervisor approval.**
The individual who was the HR manager at the time is no longer with TAPS. Upon her leaving, it was discovered that she was not completing Personnel Action Forms (PAF) when employees had changes in status (promotion, termination, raise, etc.). She would just make the changes in the accounting software and failed to document them. Currently, PAFs are being completed for all personnel actions.

**2011-04 Failure to file annual statements with the Federal Clearinghouse.**
TAPS was unable to file the annual statements with the Federal Clearinghouse until we received the audits. All three of the audits have since been entered by TAPS into the Clearinghouse and are awaiting action by Conway to complete.
2011-05 Client was unable to find signed copies of pertinent documents for grant backup in several instances.
I always maintain an electronic copy of all signed grant requests and had my laptop at home with access to all of my work. Had I been called, I could have easily produced a copy of the documentation they were missing.

Fiscal Year 2012

2012-01 Management did not supply critical information in a timely fashion.
This finding stems from the auditors claiming they had to make repeat requests for information. As explained above, information was provided each time, but was often re-requested.

2012-02 Client has not maintained proper separation between themselves and subcontractor company, Transit Management of Sherman (“TMS”).
TAPS was in the process of changing insurance from a private provider to Texas Municipal League. The process took longer than expected, so First Transit agreed to provide interim medical coverage during the one month gap. They invoiced TAPS employee coverage and TMS employee coverage on the same invoice. The auditors mistakenly believed that TMS paid for our expenses and were reimbursed by us. We are the fiscal agent for TMS. We pay all of TMS’ expenses as well as all of our expenses. Had I been contacted, I could have better explained this to them.

2012-03 Expenses for subcontractor services were over budget by $420,868. Budgets were not followed, nor were they amended.
Amendments to the agency budget are completed every year. The contract with First Transit/TMS does not have a specified amount written into it other than the management fee. The amount questioned by the auditors is for operations employee wages and fringe. In June of 2011, the anticipated budget amount for those wages was conveyed to the GM on-site for the purpose of union negotiations. The auditors used that dollar figure as a firm contracted budget amount and compared actual expenditures to it. The full TAPS salary and fringe line items (under which these expenses fall) were at 97% and 74% expended respectively at year end.

2012-04 Client does not record donated assets in a manner consistent with GAAP.
Each audit firm that we have used (Brown & Davis, McClahan & Holmes, and Conway Co.) has had a different opinion on how these assets (vehicles transferred from another transit agency to TAPS) should be booked. All assets donated since receiving Conway’s direction have been booked according to their instructions.

2012-05 Client could not provide a report that accurately reflects the compensated absence liability as of year end.
This is a report that our accounting software cannot produce after the fact. It can only be generated as a snapshot as of the current date. The report can be manually calculated at any time. Staff were not given time to produce the report.
2012-06 Failure to file annual statements with the Federal Clearinghouse.
TAPS was unable to file the annual statements with the Federal Clearinghouse until we received the audits. All three of the audits have since been entered by TAPS into the Clearinghouse and are awaiting action by Conway to complete.

2012-07 Client was not able to provide a list of eligible project activities for a specific draw request of funds.
AND
2012-08 Invoices cannot be traced back to specific reimbursement requests based on invoice spreadsheets maintained by TAPS.
FTA allows reimbursement draws at any point during the month, but TxDOT only allows them monthly. In order to assist with cash flow, funds are often drawn from FTA at least twice a month based on expenditures to date. At the end of the month, the draws are all reconciled at the same time the TxDOT monthly billing is completed. While TAPS staff explained this and walked the audit staffer assigned to this issue several times, she never was able to follow the process and their concern was that we may be double billing. Initially, there was a material finding related this issue. When I returned to the office in January, I immediately contacted Michael Conway and provided documentation related to the material finding and walked both him and the lead auditor through the process. They agreed to remove the material finding, but not these two issues.

2012-09 A reimbursement request to the Texas Department of Transportation, Program 5310, Contract 201F7373, was calculated incorrectly, resulting in an overpayment.
This was an error in calculation on a TxDOT form which TxDOT provides. Neither I, nor the TxDOT PTC, nor the TxDOT finance office caught the calculation error prior to payment. The billing was submitted for payment 10/17/12. One week later on 10/25/12 when payment was received and was larger than anticipated, I immediately notified TxDOT and we returned the funding to them via check. Had the auditor contacted me, I could have told them about it and easily provided documentation.

2012-10 Client failed to file annual reports required under FTA Grant TX-04-0093-00.
TAPS was late filing one Milestone Progress Report. It had been completed, but I had failed to move the check from the “in process” box to the “completed” box when I saved the report, so it failed to submit.
7. Consider and Take Action to authorize staff to amend an Interlocal Agreement with city of Allen for Office Space and Bus Parking Area
Brad Underwood, CEO
From: Brad Underwood, Executive Director

Subject: Item #7 Consider and take Action to authorize staff to amend an Interlocal Agreement with the City of Allen for Office Space and Bus Parking Area.

Board:

Currently, TAPS is paying $6,000 per month to Collin County Area on Aging for the rental space located at 600 N. Tennessee St in McKinney. TAPS has had some issues as we have grown in buses and people. We are currently maxed out in parking and some days having to park in the street with our buses. The new Allen location would provide us with a fenced in secure location to park the buses. According to Federal Grant requirements, all Federal Assets (buses) should be in a secured area.

We have also had some issue with employee parking and space for staff. The Allen location has a large area for a break room, secure access for drivers, conference area, and closed office space.

Until we receive direction from you, I have limited staff to anything other than general conversations. We have not been given a monthly rental rate by the City of Allen. We have been told there would be no fee to use the parking area or office space. They would only want us to cover our portion of the electrical and janitorial. We are expecting this to be less than $1,000 per month. It would be a significant savings for TAPS over the course of a year and allow us a place to grow and expand.

Recommendation:

To approve amendment as presented.
INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF ALLEN, TEXAS
AND
TEXOMA AREA PARATRANSIT SYSTEM, INC.
FOR THE
ALLEN JOB ACCESS / REVERSE COMMUTE PROJECT

The City of Allen, Texas ("City"), a home rule municipality and local governmental entity, and Texoma Area Paratransit System, Inc. ("TAPS"), a rural transit district and political subdivision of the State of Texas, hereby enter into this Interlocal Agreement as of the Effective Date for the provision of transit services between locations within City's incorporated limits and other locations within Collin County, Texas. City and TAPS may be referred to jointly herein as the "Parties," and individually as a "Party."

RECITALS

WHEREAS, City is a home rule municipality and local governmental entity located within Collin County, Texas; and

WHEREAS, on or about December 21, 2010, City received approval by the Regional Transportation Council ("RTC"), the regional transportation policy board of the North Central Texas Council of Governments ("NCTCOG"), to receive federal grant funding under the Job Access/Reverse Commute Program, found at 49 U.S.C. § 5316 ("JA/RC"), for the implementation of a JA/RC Project to provide round-trip commuter shuttle bus service between locations within City's incorporated limits and other locations within Collin County, Texas; and

WHEREAS, TAPS is a rural transit district established pursuant to the authority of Chapter 458,Texas Transportation Code, as amended, that provides transit services within the State of Texas in the counties of Clay, Collin, Cooke, Fannin, Grayson, Montague, and Wise; and

WHEREAS, City seeks to implement a JA/RC Project to provide round-trip commuter shuttle bus service between locations within City's incorporated limits and other locations within Collin County, Texas; and

WHEREAS, City has requested transit services from TAPS, and TAPS agrees to provide the requested transit services pursuant to this Agreement, to support the JA/RC Project; and

WHEREAS, the Parties acknowledge and find that it will increase the efficiency and effectiveness of their respective entities by entering into an interlocal cooperation agreement pursuant to Chapter 791 of the Texas Government Code, as amended (also known as the "Interlocal Cooperation Act" ("the Act")), and will be in their best interests and the interest of the public to cooperate in the provision of transit services as set forth in this Agreement.
NOW, THEREFORE, the Parties hereby make and enter into this Agreement for and in mutual consideration of the covenants and agreements set forth herein.

Article 1.

1.1 Purpose: Pursuant to Section 791.011 of the Act, City and TAPS are local governmental entities and enter into the Agreement for the purpose of providing services in which the parties are mutually interested and with each Party performing services it would be authorized to perform individually.

1.2 Consideration: City and TAPS agree there is good and valuable consideration for entering into this Agreement, the receipt and sufficiency of which is acknowledged.

1.3 TAPS Responsibilities: TAPS shall provide services related to the administration and operation of round-trip commuter shuttle bus service (the "Transit Services"), as follows.

   a. Approved Route, Dates and Times of Service: TAPS shall provide the Transit Services over the route that the Parties have approved (the "Approved Route") described in Exhibit A, attached hereto and incorporated by reference herein (the "Operation Plan"). The Transit Services shall be conducted substantially in conformance with the stop times, stop locations, and days of service set forth in the Operation Plan. The Parties may from time to time agree in writing to amend or revise the Operation Plan, as needed to address ridership patterns and levels.

    b. Administrative and Operational Services: TAPS shall provide all administrative and operational services associated with the Transit Services including, but not limited to, employment and management of necessary and sufficient personnel, sale and distribution of bus passes, collection and accounting of fares, and management of dispatch and call center operations reasonable and necessary to provide the Transit Services in a timely manner in accordance with the Operation Plan.

    c. Vehicles: TAPS shall provide the number of shuttle buses as may be necessary to provide the Transit Services in a timely manner in accordance with the Operation Plan.

    d. Coordination: TAPS will coordinate connections with its larger regional transportation system and with Dallas Area Rapid Transit ("DART") regarding shuttle bus pick-up and drop-off access to DART’s Light Rail Transit station located at Parker Road and Archerwood in the city of Plano, Texas (the "Parker Road Station"). The Parties understand and agree that TAPS shall be solely responsible for the payment of any fees that DART may require for access to the Parker Road Station without any increase in payment from City pursuant to Section 1.4, below.

    e. Americans with Disabilities Act: TAPS acknowledges and understands that it is responsible for compliance with, and agrees to comply with, the requirements of the Americans with Disabilities Act, as amended, in providing the Transit Services.

PAGE 2
INTERLOCAL AGREEMENT BETWEEN CITY OF ALLEN AND TEXOMA AREA PARATRANSPORT SYSTEM, INC. (ALLEN JA/RC PROJECT)

(bbi:10/18/13-63059)
f. **Customer Service:** TAPS will establish a system for the intake, handling and resolution of customer service complaints regarding the Transit Services. To the extent necessary, City will assist TAPS with posting, publishing and generally making available to the public information regarding the Transit Services, and such assistance shall not be unreasonably withheld.

g. **Passes:** TAPS will make reasonable efforts to promote to private employers located within City’s incorporated limits the availability for purchase of monthly or other transportation passes for the Transit Services. TAPS agrees to develop custom cards for individual employers for a reasonable cost to the employer.

h. **Signage:** TAPS will supply necessary bus stop signage which comply with City sign regulations and will be responsible for maintenance and/or replacement of signage that falls out of compliance with City sign regulations.

i. **Compliance:** TAPS agrees that it will comply with and follow those guidelines that apply to City in City’s current agreement with NCTCOG, wherein City was approved to receive federal grant funding for the implementation of the JA/RC Project.

1.4 **City Responsibilities:** City agrees to reasonably cooperate with TAPS so that TAPS may effectuate and fulfill the terms of this Agreement. City’s responsibilities in this regard shall include:

a. **Payment for Services:** City agrees to pay TAPS for the Transit Services a sum not to exceed ONE MILLION TWO HUNDRED NINETY THOUSAND and 00/100 Dollars ($1,290,000.00). Total payment for services shall be for reasonable and customary expenses related to providing the Transit Services including, but not necessarily limited to, associated administrative and operational services. The Parties acknowledge and agree that City shall have no obligation to pay TAPS for any additional transportation services other than the Transit Services as described in the Operation Plan, including, but not limited to, any federally mandated paratransit service which TAPS may be required to provide because of the operation of the Transit Services within City’s incorporated limits.

b. **Current Revenues:** To the extent applicable, City and TAPS acknowledge that City will make payment of the aforementioned sums from current revenues. City further agrees to make all appropriations reasonable and necessary to effectuate the terms of, and its responsibilities under, this Agreement. However, the Parties recognize that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30 of each calendar year, shall be subject to approval by the Allen City Council. This Agreement cannot be an unfunded liability of City in violation of the Texas Constitution’s unfunded debt prohibition applicable to home-rule cities. The Parties agree that this Agreement may be terminated by City, without any penalty or liability to City, except for monies owed TAPS for services it has provided pursuant to this Agreement, in the event the Allen City Council fails to approve or appropriate funds for any continuation period of this Agreement.
c. **Implementing Regulations:** To the extent applicable, City and TAPS acknowledge that TAPS is a governmental entity of the State of Texas and that, upon the inability of TAPS to obtain or appropriate finances to meet its obligations under this Agreement, TAPS shall have the right to terminate this Agreement as of the effective date of such lack of fiscal funding. TAPS shall give notice to City as to any such failure of funding at the earliest possible time, but in any case not later than five (5) business days after TAPS becomes knowledgeable of said lack of funding.

d. **Compliance:** City and TAPS acknowledge that the Transit Services will be funded by federal grant money under the Job Access/Reverse Commute Program, 49 U.S.C. § 5316. City and TAPS further agree to comply with any terms and conditions of the Job Access/Reverse Commute Program to the extent such terms and conditions apply to the Parties’ responsibilities under this Agreement.

1.5 **Terms of Payment for Services:**

a. **TAPS:** Not later than ten (10) days after the end of each calendar month of the term of this Agreement, TAPS will submit to City an invoice for an amount not to exceed $35,833.33 (1/36TH of the total amount of the Agreement). Each invoice shall identify the period for which the payment is being requested and the services performed during that period. TAPS shall provide with each invoice a status report in accordance with Article 3. At City’s written request, TAPS shall provide City with all supporting receipts and other documentation in connection with one or more specific invoices or status reports, or any other aspect of the Transit Services.

b. **City:** City shall pay TAPS within thirty (30) days of receipt of each monthly invoice, unless supporting receipts and other documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts and documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. City shall otherwise ensure that TAPS receives payment as set forth herein; otherwise, TAPS may suspend service of the route until it receives payment of an overdue sum.

**Article 2.**

2.1 **Term:** This Agreement shall be for a period of thirty-six (36) months beginning on November 1, 2013 ("the Effective Date") and terminating on October 31, 2016 ("the Termination Date"), unless terminated earlier by either City or TAPS in accordance with the terms of this Agreement.

2.2 **Termination:** This Agreement may be terminated prior to the Termination Date as follows:
(a) The Parties may terminate this Agreement by a written agreement signed by both Parties setting forth the agreed termination date;

(b) Either Party may terminate this Agreement with or without cause by providing written notice to the other Party not less than sixty (60) days prior to the desired termination date; or

(c) Either Party may terminate this Agreement on the thirty-first (31st) day after providing written notice to the other Party that the other Party is in breach of its obligations under this Agreement, which notice shall describe the alleged breach with reasonable particularity, and the Party receiving the notice has failed to cure the alleged breach. TAPS expressly reserves its rights to seek payment for any services that it may provide prior to the effective date of a termination under this Section 2.2.

2.3 Regulatory Change: If there is a change in state or federal regulation(s) that affects or impairs either Party’s ability to perform this Agreement, the Parties may renegotiate the terms of this Agreement so the affected Party can comply with the change. The affected Party shall provide the other Party with written notice of the applicable regulatory change within two (2) days after the affected Party determines the change will affect or impair its ability to perform this Agreement. Should a Party choose not to renegotiate, or should the regulatory change make it impossible for the affected Party to perform this Agreement, that Party may terminate this Agreement by providing fourteen (14) days’ written notice to the other Party. Termination shall be effective on the fourteenth (14th) day after the day on which the notice is provided. TAPS expressly reserves its rights to seek payment for any services that it may provide prior to the effective date of a termination under this Section 2.3.

2.4 Rescinding Termination: A Party that provides written notice of termination pursuant to Section 2.2(b) or (c) or Section 2.3 may rescind same by providing written notice to the other Party on or prior to the effective date of the termination, in which event this Agreement shall remain in full force and effect as if the notice of termination had never been given. A written agreement of termination pursuant to Section 2.2(a) may be rescinded by written agreement signed by both Parties prior to the effective date of the termination, in which event this Agreement shall remain in full force and effect.

2.5 Closeout Report: No later than sixty (60) days after any termination of this Agreement, TAPS shall provide to City a closeout report documenting the final actual cost of providing the Transit Services for the JA/RC Project, including final data for JA/RC Project activities and the performance measures more fully described in the Section 3.3.

Article 3.

3.1 Fares: TAPS shall administer the sale and distribution of bus passes and the collection of fares for the Transit Services provided pursuant to the JA/RC Project. Transit Service fares shall be determined by City, with the input of TAPS. Transit Service revenues generated by the collection of Transit Service fares, including the sale of full day or multi-day bus passes, shall be owned by and paid over to City.
3.2 **Revenue:** Not later than the tenth (10th) day of each calendar month, TAPS shall pay to City the Transit Service revenue collected by TAPS during the previous calendar month, including rider fares and funds collected from the sale of JA/RC Project bus passes.

3.3 **Monthly Status Report:** Not later than the tenth (10th) day of each calendar month, TAPS shall provide a status report to City, in a format acceptable for reporting JA/RC Grant requirements to NCTCOG, stating Transit Services activities which occurred in the previous calendar month (the "Monthly Status Report"). Each Monthly Status Report shall set forth for each route approved as part of the Operation Plan at least the following information, as well as any other information required by NCTCOG for JA/RC Grant compliance:

    (a) the estimated or actual number of rides provided (measured by one-way trips);

    (b) total revenue vehicle hours;

    (c) the number of buses used during each day of operation;

    (d) route lengths; and

    (e) a description of delays or problems in providing Transit Services during the period covered by the Monthly Status Report (including, but not limited to, the date and approximate time of the delay or problem, the approximate length of delay, a description of the cause for the delay or problem (if known), and the applied resolution(s)); and

    (f) Any JA/RC Project milestones and applicable performance measures related to the actual or estimated number of jobs being accessed.

3.4 **Bus Amenities:**

   a. Each bus providing services for the Transit Services shall be equipped with free Wi-Fi internet access and a media system consisting of an onboard DVD player connected to a flat panel television(s). City and TAPS shall share use of the media system during the hours of operation for each bus. "Shared use," as referred to in this Agreement, means an equal split of time between airing public announcements, commercial announcements, and entertainment programming provided by or on behalf of City, and the airing of public announcements, commercial advertisements, and entertainment programming provided by or on behalf of TAPS, during the hours of operation. City is responsible for providing its desired content for airing on the media system to TAPS in a timely manner in order to incorporate and air the content. Should either Party not use its full allotment of time to air content or programming, the other Party may use the unused portion as set forth herein.

   b. City and TAPS agree that any revenue or compensation generated by any advertising aired on the media system on the buses is the property of the Party whose advertising
generated the revenue or compensation, and the other Party disclaims any legal right or property interest in said revenue or compensation.

c. City and TAPS agree that City will be permitted to provide input regarding any advertising that TAPS may air on the media system, as well as any advertisements that TAPS may place on the interior and exterior surfaces and electronic displays of the vehicle(s).

3.5 Marketing and Branding:

a. City and TAPS will invest in the co-marketing and promotion of the Transit Services. These efforts will include conducting public education in the area by utilizing various resources, which can include town hall meetings, advertisements in print and electronic media, information on the Parties’ respective websites, Facebook and other social media. TAPS will integrate these efforts with any web application that TAPS may develop for download and use on one or more mobile operating platforms. Further, City shall also work with other local public service agencies, such as Allen Community Outreach, to promote the Transit Services to low-income residents and workers within City and the surrounding communities. City will use its public information resources, media contacts, and connections to local employers to promote the Transit Services.

b. City grants to TAPS a non-exclusive, royalty free license to use City’s service marks and trademarks in print and electronic media produced by TAPS in relation to the marketing and promotion of the Transit Services, subject to the following:

(1) TAPS shall deliver and/or display to City for review and approval any print or electronic media bearing City’s service mark or trademark prior to publishing such media, which approval shall not be unreasonably withheld, delayed or denied; and

(2) The license granted herein shall terminate upon termination of this Agreement, at which time TAPS shall remove City’s service mark and/or trademark from all of TAPS electronic media and destroy any undistributed print media (not including those copies retained in TAPS’ files for archival purposes) that bears City’s service mark or trademark.

The license granted by this Section 3.6.b. does not authorize the use of City’s service marks or trademarks on (i) any bus or other vehicle owned and/or operated by TAPS and/or TAPS’ contractor(s), (ii) on any uniform or other clothing of TAPS employees or the employees of any TAPS’ contractors, or (iii) in any manner that may reasonably result in the appearance that City has any responsibility for the operation of the Transit Services.

c. TAPS grants to City a non-exclusive, royalty free license to use TAPS’ service marks and trademarks in print and electronic media produced by City in relation to the marketing and promotion of the Transit Services subject to the following:
(1) City shall deliver and/or display to TAPS for review and approval any print or electronic media bearing TAPS’ service mark or trademark prior to publishing such media, which approval shall not be unreasonably withheld, delayed or denied; and

(2) The license granted herein shall terminate upon termination of this Agreement, at which time City shall remove TAPS’ service mark and/or trademark from all of City’s electronic media and destroy any undistributed print media (not including those copies retained in City’s files for archival purposes) that bears TAPS’ service mark or trademark.

3.6 Route Planning and Performance Assessment: Consistent with Section 1.3(a) above, City and TAPS will coordinate their efforts with regard to route planning, station/stop location and design, related signage, and service progress review to make any desirable amendments or additions to the Operation Plan. These efforts shall include analyzing ridership data not less than monthly, conducting user surveys not less than twice per calendar year, and surveying at least annually private employers and local public service agencies to determine the impact and effectiveness of the Transit Services. Outcome data will also guide future transportation partnership activities. The Parties shall equally own and share the data and final reports generated by the surveys and analysis conducted pursuant to this Section 3.6.

3.7 Station Amenities: To the extent feasible, TAPS shall provide and install one or more digital, real-time trip countdown signs in the waiting area of each hub stop location in City in a manner to be agreed on by City and TAPS. Such sign(s) shall comply with any provisions of the Texas Manual on Uniform Traffic Control Devices (“TMUTCD”), to the extent the TMUTCD applies herein.

3.8 Community Services: City and TAPS agree to explore further development opportunities that present themselves as a result of the Transit Services, including, for instance, an integrated transit system for City.

Article 4.

4.1 Force Majeure: Neither City nor TAPS shall be deemed in violation of this Agreement if either is prevented from performing any of the obligations hereunder by reason of, for or through strikes, act of terror, stoppage of labor, riot, fire, flood, storm, invasion, insurrection, accident, order of court, judge or civil authority, an act of God, or any cause reasonably beyond the Party’s control and not attributable to its neglect. In the event of such an occurrence, the time for performance of such obligations or duty shall be suspended until such time that such inability to perform, for which the Party is not responsible, or circumstance beyond its control, shall be removed. The Party claiming the suspension shall give notice of such impediment or delay in performance to the other Party within two (2) days of the knowledge of such occurrence. Each Party shall make all reasonable efforts to mitigate the effects of any suspension.

4.2 Special and Consequential Damages: In no event, whether as a result of breach of contract, warranty, tort (including negligence or infringement), strict liability or otherwise, shall either Party be liable to the other Party for any special, consequential, incidental, indirect or
exemplary damages including, but not limited to, loss of profits or revenues, cost of capital, cost of substitute goods, facilities, services or downtime costs.

Article 5.

5.1 Entire Agreement: This Agreement contains all representations, understandings, contracts and agreements between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all oral or written previous and contemporaneous agreements, writings, understandings, representations, or contracts between the Parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the Parties prior to this Agreement which does not regard the subject matter of this Agreement.

5.2 Parties Bound: This Agreement shall be binding upon, and inure to the benefit of, the Parties to this Agreement and their respective successors and assigns.

5.3 Relationship: It is understood and agreed that the relationship between the Parties described in this Agreement is contractual in nature between independent Parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between or among the Parties. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto.

5.4 Amendment: The Parties may revise, amend or modify this Agreement only by written agreement signed by both Parties.

5.5 Severability: The provisions in this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

Article 6.

6.1 Notice: All notices, authorizations and requests in connection with this Agreement shall be deemed provided on the day they are (i) deposited in the mail, postage prepaid, certified or registered, return receipt requested; (ii) delivered by courier; or (iii) sent by facsimile as indicated by a fax confirmation sheet; and sent to the address or facsimile number of each party’s agent as follows:
If to City:

City of Allen, Texas
Attn: Asst. to the City Manager
305 Century Parkway
Allen, Texas 75013
(214) 509-4118 (facsimile)

With copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

If to TAPS:

Texoma Area Paratransit System, Inc.
Attention: Executive Director
6104 Texoma Parkway
Sherman, Texas 75090
(903) 893-4766 (facsimile)

With copy to:

Darrell G-M Noga
Cantey Hanger, LLP
1999 Bryan Street, Suite 3300
Dallas, Texas 75201

6.2 Recordkeeping and Right to Inspect Records: City and TAPS shall have mutual access to and the right to examine all books, documents, papers, and other records of the other party involving transactions relating to this Agreement. City and TAPS shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this article. City and TAPS shall give the other Party advanced notice of at least forty-eight (48) business hours of intended audits.

**Article 7.**

7.1 Governing Law: The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement.

7.2 Place of Performance and Venue: This Agreement is performable in Grayson County and Collin County, Texas. Any legal action between the Parties based on this Agreement shall be brought in Grayson County or Collin County, Texas.

7.3 Remedies: No right or remedy granted herein or reserved to the Parties is exclusive of any other right or remedy herein by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the Parties. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

7.4 Non-Waiver: One or more instances of forbearance by City or TAPS in the exercise of its rights herein shall in no way constitute a waiver thereof.

7.5 Immunity: In the execution of this Agreement, the Parties do not waive, and neither Party shall be deemed to have waived, any immunity or defense that would otherwise be
available to each Party as a local governmental entity and/or political subdivision of the State of Texas.

7.6 Assignment: This Agreement is not assignable except with the advanced written consent of the non-assigning party.

7.7 No Third Party Beneficiary: For purposes of this Agreement, including its intended operation and effect: (1) the Agreement only affects matters or disputes between the Parties, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding that such third person or entity may be in contractual relationship with City or TAPS or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owed by them to either City or TAPS.

7.8 Counterparts: This Agreement may be signed in counterparts, and each executed copy shall be deemed a counterpart original, with full force and effect and enforceable against the Parties executing same.

Article 8.

8.1 Each Party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

(Signatures on Following Page)
SIGNED AND AGREED this ___ day of _______________, 2013.

CITY OF ALLEN, TEXAS

By: ________________________________
    Peter H. Vargas, City Manager

ATTEST

Shelley B. George, TRMC, City Secretary

APPROVED AS TO FORM

Peter G. Smith, City Attorney

SIGNED AND AGREED this ___ day of _______________, 2013.

TEXOMA AREA PARATRANSPORT SYSTEM, INC.

By: ________________________________
    Brad Underwood, Executive Director and CEO

Executed on behalf of Texoma Area Paratransit System, Inc. pursuant to Board Resolution No. 1030
City of Allen
JARC Operation Plan
Route Overview

The Allen JARC route will run seven days a week

- Monday through Saturday, it will run with three buses, including an express bus that will travel directly between the Northern Hub, Southern Hub and the DART station at Parker Road in Plano
- On Sunday, the route will still run with the express, but only use a second bus to service the city proper

The route will be divided into three segments

- The 301 Route will service the eastern half of Allen, taking thirty minutes to travel from north to south, and vice versa
- The 302 Route will service the western half of Allen, taking thirty minutes to travel from north to south, and vice versa
- The Allen Express will service the Northern and Southern hubs, as well as the DART station at Parker Road. This will allow riders to travel from the DART station to the Northern hub in thirty minutes or less

As this is a fixed route system, all three buses will never deviate from their assigned schedules

- No additional stops will be made, no stops will be by-passed, and no detours will be taken under normal conditions
- No bus will ever leave a stop before the posted departure time. If it arrives at a stop early, it will layover until the official departure time
- The Allen Commuter Express will only stop at the Northern hub, the Southern hub, and the DART station at Parker Road

Stop Designation

- Each stop along the 301 and 302 routes will be given an alpha-numeric designation
- e.g. 301-A, 302-A, 301-B, 302-B
- The Northern and Southern hubs will not receive an alphanumerical designation
Route Concept

Northern Hub

:30
Route 302

:15

:15

Southern Hub

:15

DART/PARKER RD

:30
Route 301
Route Stops

Route 301 (EAST)

301-A Dick's/Target/Top Golf
301-D Cabela's/Andrews
301-G Election Systems
301-J La Quinta
301-M Library
301-P City Hall
301-S Hilton Garden Inn
301-V Frontier Communications
301-Y American University

Route 302 (WEST)

302-A Allen Premium Outlets/Hampton Inn
302-D Walmart
302-G Texas Health Resources Hospital
302-J Twin Creeks Hospital
302-M Homewood Suites
302-P Twin Creeks Village (Hobby Lobby, Staples, etc.)
302-S Home Depot/Target/Lowes
302-V Watters Creek (without entering complex)

Allen Express

Northern Transfer Point:
Allen Event Center/South Parking Garage

Southern Transfer Point:
Central Park Drive/Allen Central Park

DART Station at Parker Road Plano

Business names used for landmark purposes. Stops will be located in public right-of-way whenever possible.
Business names used for landmark purposes. Stops will be located in public right-of-way whenever possible.
## Route Schedule

### Weekday

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### Sunday

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Page 34
### Appendix D. Distribution of Costs by Function

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<th></th>
<th>Total</th>
<th>Red River JARC</th>
<th>McKinney JARC</th>
<th>Non-UZA (wo Peterbilt PT)</th>
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### Appendix E. Allocated Rural Funding Estimate

#### Allocated Rural Funds

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<th>Texoma Area Paratransit System Rural</th>
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<th>2013</th>
<th>2014 Est.</th>
<th>2014 Est. CCART if Separate Transit District</th>
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<td>$422,000</td>
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Total: $1,884,791 | $1,854,202 | $1,578,000 | $1,809,000

Difference: $1,809,000 - $1,809,000 = ($276,000)
8. Consider and Take Action to authorize staff to increase the line of credit with Landmark Bank from $150,000 to $300,000 due to increased budget size and demand

Teresa Foster, CFO
To: TAPS Board of Directors

From: Teresa Foster, CFO

Subject: Item #8 Consider and take Action to authorize staff to increase the line of credit with Landmark Bank from $150,000 to $300,000 due to increased budget size and demand.

Board:

Cash liquidity for public transit agencies in Texas, particularly for transit agencies without taxing authority such as TAPS, is a very complex issue. While Metropolitan Transit Authorities (MTAs) such as DART, The T, and DCTA benefit from revenue from dedicated sales tax, smaller agencies must rely on cash flow from local sources such as contracts, grants, public and private contributions, program income and farebox revenue to meet daily cash demands while awaiting reimbursement from State and Federal funding sources. TAPS is also able to access a $150,000 line of credit (LOC) at our financial institution, and typically has outstanding balances against the LOC for time periods of a few days, typically to cover fuel and payroll expenses, which are paid on a weekly basis.

When the board authorized the LOC, TAPS’ budget was about $11 million annually. Since that time, it has grown to $22 million, payroll amounts have doubled, and fuel consumption has doubled. In order to more easily cash flow these expenses, which are the two largest expense line items by far, the Board is requested to authorize an increase in the line of credit to $300,000.

Recommendation:

To approve adoption of resolution as presented.
9. Consider and Take Action to authorize staff to Release an RFP for a 5 year management service contract for the subcorporation TMS (Transit Management of Sherman)
Brad Underwood, CEO
To: TAPS Board of Directors

From: Brad Underwood, Executive Director

Subject: Item #9 Consider and take Action to authorize staff to Release an RFP for 5 year management services contract and operations of a sub-corporation.

Board:

It is hard to believe but 5 years ago TAPS brought in First Transit for management services. According to FTA procurement, management services must be reprocured every 5 years. We are hitting our 5th year in July. This is an extensive and intricate part of our services; therefore, I want to make sure staff has plenty of time to get this RFP on the street and evaluate it.

Please note that according to our 2011 settlement with the Department of Labor, TAPS cannot directly operate or negotiate with its bargaining unit (UFCW Local 1000). In order to continue Federal funding, we must have a subcorp active and 3rd party management of the subcorp.

Since this is such a large part of our business, I wanted to separate this item from our consent items in case you had further questions about how and why we have a 3rd party management service contract or hear any concerns you have about First Transit.

Since the beginning, First Transit has been an excellent company to work with. We never have to worry about their responsiveness to issues or their ability to adapt to our changing organization.

Recommendation:
Issue the RFP for management services.
Texoma Area Paratransit System, Inc. ("TAPS") is soliciting proposals from Contractors qualified to provide transportation management services and assume oversight of existing bus services (fixed route, demand response for the general public, demand response for elderly and disabled and ADA paratransit), and the customer service/call center for transit services. The resulting contract will be effective upon receipt of a Notice-to-Proceed (NTP). The contract term is for five years or three years with two one year extensions.

Proposals are due Monday, March 17, 2014 at 2:00 p.m. Central Standard Time (Sherman, TX). Proposals must be delivered to Texoma Area Paratransit System (TAPS), Jennifer Wright, CPPO, Procurement Officer, 3400 Texoma Parkway, Sherman, Texas 75090.

A non-mandatory pre-proposal meeting and facility tour will be held on Tuesday, February 25, 2014, at 9:00 a.m. at the TAPS Facility, 3400 Texoma Parkway, Sherman, Texas 75090.
PART ONE – GENERAL AGENCY OVERVIEW

A. ABOUT TAPS

TAPS Public Transit is a private, non-profit corporation. Serving Collin, Fannin, Grayson, Cooke, Wise, Clay & Montague Counties, it was created to provide safe, dependable and affordable transportation for persons who depend on public transportation, or who desire to avoid the ever rising cost of fuel and the increasing stress of driving in extreme traffic conditions. TAPS is open to the entire public and serves individuals of all ages and income groups, and is equipped to fully service the elderly and disabled.

Texoma Area Paratransit System (TAPS) originated as a van and a station wagon ride service in 1986, provided by thirteen separate Senior Centers and communities in Fannin, Grayson, and Cooke counties. TAPS was created through an effort, led by the Area Agency on Aging, to better consolidate funds and other resources in order to upgrade its services and become more efficient as an organization. TAPS is a political subdivision of the state. In its decades of operation, TAPS has grown into a system of more than 112 buses and vans providing in excess of 450,000 trips per year in a seven county-wide service area.

Although TAPS is primarily funded for general public transportation, a major concern is meeting the individual needs of each area resident. The most common trips are those related to employment, education, medical appointments and nutrition. Whether helping people keep their independence or providing safe, affordable commuter transportation, TAPS stands ready to serve all individuals’ transportation needs.

VISION, MISSION, CORE VALUES

The programs and services delivered by TAPS and its contractors help attain the vision and accomplish the mission adopted by TAPS’s Board of Directors (TAPS Board). These efforts and the people supporting these efforts move the agency toward achieving the agency’s goals and objectives. All agency personnel and contractors are expected to adhere to and support the vision, mission and core values of the agency and use the agency goals as a road map to reinforce excellence throughout the organization and its services.

B. BUS OPERATIONS

TAPS has built ridership on its demand-response bus system and launched a regional commuter bus system with the intent of creating and maintaining a system that operates as safely and efficiently as possible.

TAPS staff closely monitors its system performance and provides statistical performance reports to the TAPS Board on a regular basis. TAPS monitors each route by reviewing passengers-per-mile, passengers per-hour, total ridership per-month and numerous financial indicators to identify high and low performing areas.

In FY2014, TAPS anticipates operating 3,561,864 revenue miles and 227,305 revenue hours for TAPS bus services.

TAPS’s bus fleet includes a mixture of heavy and light duty revenue vehicles with three non-revenue support vehicles. A copy of the current fleet inventory is provided as an Attachment.

a. TRANSIT MANAGEMENT OF SERMAN

TAPS’s current bus operations are managed through a management contract and provided by subsidiary employees of the Contractor. The subsidiary corporation is known as Transit Management of Sherman. Transit Management of Sherman employs approximately 150 employees and is the signatory to the Collective Bargaining Agreement with United Food & Commercial Workers (UFCW) Local 1000. Copies of the organization structure, Collective Bargaining Agreement and current management contract are provided as an Attachment.

b. LOCAL FIXED - ROUTE SERVICES

Passengers have connections to destinations within McKinney, Allen, Sherman and Denison via TAPS’ local fixed route and commuter shuttle services. Additional commuter routes connect riders
to Durant, Oklahoma, and the DART light rail system. These services continue to set ridership records.

In Sherman/Denison, passengers travel any of five routes Monday through Friday to reach stops such as City Hall, hospitals, retail and grocery stores, and educational institutions including Grayson College, Austin College, and Southeastern Oklahoma State University (SOSU).

In McKinney, residents use the routes Monday through Friday to reach places such as City Hall, shopping centers, schools, social service agencies and Collin County Community College. With planned expansion and improvements to the routes, the agency expects to see a significant increase in ridership.

c. DEMAND RESPONSE SERVICE

The TAPS demand-response service offers origin-to-destination ADA paratransit service in McKinney, Allen, and Sherman/Denison and general public demand-response (Non-ADA) service for residents throughout the service area. ADA paratransit service is provided by TAPS for customers traveling within ¾-mile from the TAPS Connect local fixed-routes and is available to those who are eligible under the Americans with Disabilities Act. General public demand-response service is available to all other individuals in the service area not served by fixed routes. Reservations are accepted up to a year in advance.
PART TWO – SCOPE OF WORK

A. RETENTION OF MANAGEMENT CONTRACTOR

TAPS wishes to engage an independent contractor ("Contractor") to provide complete management services for the on-going operation of TAPS bus services (fixed route, demand response for the general public, demand response for elderly and disabled and ADA paratransit), and TAPS’s customer service/call center. The Contractor shall supply and furnish such services in a safe, efficient, economical, and environmentally sound manner in support of the vision, mission, goals and objectives of TAPS.

The Contractor shall be responsible for the provision of the services required by recruiting, hiring, training and supervising qualified operators, supervisors, other personnel necessary to operate the services. The Contractor shall also be responsible for recruiting, hiring, training and supervising the personnel required to operate the TAPS customer service/call center.

The Contractor shall establish an office at the TAPS headquarters in Sherman, Texas.

B. DESIRED RESULT

The result to be achieved by the Contractor is management of Bus Operations under TAPS policies and consistent with all local, state and federal requirements in a manner that provides the quality and quantity of service as determined by TAPS. The Contractor shall manage services in such a manner as to provide safe, quality and efficient bus transit services that exceed customer expectations, fulfills the agency’s objectives, and supports the local communities and regional transit network.

C. CONTRACTOR RESPONSIBILITIES

The Contractor shall provide complete management services for Bus Operations on behalf of TAPS, and shall assume the active management and direction thereof for and on account of TAPS. Such management and supervisory services shall include, but not be limited to, the following:

a. MANAGEMENT PERSONNEL

The Contractor’s onsite management personnel should include, at a minimum, a full-time General Manager. This highly qualified individual is responsible for management of TAPS bus services (fixed route, demand response for the general public, demand response for elderly and disabled and ADA paratransit services), and the customer service/call center.

The General Manager will be a senior management employee of the Contractor assigned to this contract full-time and shall reside full-time within 60 miles of Sherman, Texas. This employee shall be available to TAPS at all times, either by telephone or in person, to make decisions or provide coordination as necessary. The principal function of the General Manager will be to oversee employees, monitor operational and budget activities for TAPS Bus Operations and any other oversight associated with performance of the contract. This senior management employee should have no less than seven (7) years of recent and relevant experience managing all aspects of fixed route, demand response for the general public, and ADA paratransit services similar in scope and complexity to the services herein described. The last three (3) years of the General Manager’s employment must have been working in a senior management capacity in the field of public transportation. The General Manager should possess at least a BA or BS degree in business management, public administration or a related field. The equivalent level of work experience can be substituted for the educational requirement.

1 Customer service is an integrated service and supports demand-response, fixed route and commuter bus operations.
The General Manager will be expected to perform or ensure performance of all elements of the contract requirements in a manner consistent with TAPS standards. Elements of performance requirements include, but are not limited to:

- Ensuring that service is operated according to the local plans, policies and budgets as established by TAPS as well as all applicable state and federal regulations;
- Monitoring and reporting of performance indicators, taking appropriate action to address concerns and improve performance;
- Leading labor negotiations and labor relations including oversight of the implementation and adherence of the Collective Bargaining Agreement and all efforts to avert/avoid service impacts from labor disagreements;
- Assisting the development of and/or writing grant proposals and preparation for any local, state or federal audits related to Bus Operations;
- Supporting TAPS’s long-range planning and budgeting efforts of the agency by providing forecasts of anticipated service needs and future operating and capital costs;
- Overseeing and ensuring adherence to all TAPS policies and procedures, including but not limited to, payroll processes, procurement processes, sale of fare media, enforcement of the TAPS fare policies, cash handling, inventory control and management, record retention, public involvement plan, Title VI plan, system performance standards, and customer response protocols;
- Implementing and adhering to Contractor provided and Authority approved Standard Operating Procedures;
- Responding to comments from passengers and the general public, and respond to specific requests for other assistance as the need arises;
- Serving as the primary liaison between TAPS and Bus Operations employees and ensuring accountability for all quality assurance/quality control (QA/QC) associated with all work performed on behalf of TAPS to support the TAPS bus services and customer service/call center;
- Ensuring the accuracy and integrity of all information and data provided to or reported to TAPS;
- Ensuring compliance with all local, state and federal regulations and notifying TAPS when new regulations have been issued that might impact operations. This includes but is not limited to Notices of Proposed Rule Making by the Federal Transit Administration (FTA).

The General Manager will work cooperatively with TAPS’s Chief Operating Officer in matters of assuring service efficiency, continuity, safety, and quality and providing operations data and service recommendations.

b. ADDITIONAL MANAGEMENT PERSONNEL

The General Manager will be the minimum requirement for Management Personnel for Transportation Management Services. TAPS recognizes that a bus system of its size might warrant additional management support, such as an Assistant General Manager or other appropriate management position. In responding to this Request for Proposals, Contractors are invited to recommend an additional management position based on a review of TAPS Bus Operations, the Scope of Work for Transportation Management Services, organization charts, and other information included in the RFP. However, any recommendation for an additional management position must be supported by a rational basis for the recommendation, a description of the duties and responsibilities for the additional management position, and an explanation of the value.
added to benefit TAPS and its customers. Responses to this solicitation will inform TAPS about the benefits and cost of additional management expertise. TAPS may deem additional onsite management personnel necessary to perform the management requirements of the contract. TAPS will make a final decision on requirements for additional management personnel, if any, prior to the request for Best and Final Offer (see Part Three, Article H. Proposal Review).

For the purposes of this scope, the General Manager and other management positions determined necessary will be referred to as “Management Personnel.” At a minimum, Management Personnel will include the General Manager. The Contractor shall have the responsibility for the initial and subsequent appointment and/or removal of each member of “Management Personnel,” however, the exercise of that responsibility is subject to TAPS’s approval.

c. AVAILABILITY OF MANAGEMENT PERSONNEL

General Manager and any other resident Management Personnel shall reside within 60 miles of Sherman, Texas (or other duty station, as applicable). If resident Management Personnel currently do not reside within 60 miles of Sherman, Texas, residence must be established within four months of the effective date of a contract or unless other arrangements are satisfactorily negotiated.

A telephone number where the General Manager and other Management Personnel can be reached in case of emergency must be provided to TAPS’s Chief Operating Officer. The General Manager shall respond within one hour of notification in person or by phone to any emergency or to any accident involving extensive property damage or injuries during or after operational hours.

The General Manager and/or other Management Personnel must be available to meet with appropriate citizen committees and stakeholders as necessary or as determined by TAPS.

The office of the General Manager will be physically located at the TAPS Bus Operations facility. Additional work space may be provided at the Collin County satellite office. The General Manager will be expected to remain at TAPS facilities or otherwise be available during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

The General Manager is required to be available in person or by phone at all times during the operational day. The phone numbers of at least one (1) other responsible Contractor employee or Operations Personnel, who must be able to be contacted on a 24-hour basis, must be provided to TAPS’s Chief Operating Officer so the person may be contacted in the event of an after-hours emergency.

In the event the General Manager will be out of the Dallas-Fort Worth area for more than 24-hours, the Contractor shall provide written notice to TAPS’s Chief Operating Officer. The notification shall also indicate the contract professional who will be functioning in his/her place and the duration of time the General Manager will not be available to perform his/her duties.

If the General Manager is unavailable for more than seven (7) consecutive days, for reasons other than scheduled vacations, the Contractor shall provide a full-time, fully qualified representative in the interim until the General Manager is able to return to duties or can be permanently replaced.

d. EMPLOY BUS OPERATIONS PERSONNEL

The Contractor is expected to recruit, hire, train, supervise and manage all personnel required to fulfill the obligations of the Contract. The personnel shall include all operators; schedulers; dispatchers; road supervisors; customer service representatives; call center representatives; as required to supervise and operate TAPS Bus Operations. For the purposes of this scope, the positions referenced in this section will be referred to as “Operations Personnel” and do not include Management Personnel referenced above.

The staffing level for Operations Personnel shall be maintained at a sufficient level to protect service continuity, quality and efficiency. Following the Notice-to-Proceed, the Contractor shall prepare and submit for TAPS approval, the Employee Recruitment and Retention Program that outlines the
plan and measures the Contractor will take to hire and maintain staff at the appropriate levels. This plan should identify performance goals and benchmarks to measure performance, and shall be submitted in accordance with the schedule shown in paragraph g below. Moreover, the Contractor shall be required to conduct an exit interview of each employee and maintain a record of such interview in accordance with TAPS record retention policies (included as an Attachment). All personnel records are subject to review by TAPS and/or TAPS designated representatives.

The Contractor shall directly or indirectly assume the employment of all Operations Personnel and assume all labor and other contractual obligations necessary to provide Bus Operations services. The Contractor can propose in response to this solicitation the method by which the Contractor will employ Operations Personnel. These employees can be employed directly by the Contractor or hired through a sub-contractor or subsidiary corporation.

If the Contractor chooses to hire Operations Personnel through a sub-contractor or subsidiary corporation, TAPS retains the right to approve the sub-contractor agreement and/or legal structure of the subsidiary corporation. The Contractor assumes responsibility of performance of all Operations Personnel regardless of method of hiring and employment. The use of a sub-contractor or subsidiary corporation approved by TAPS shall not relieve the Contractor of any obligations or duties related to performance of the contract.

Contractor’s procedures and practices for recruiting and hiring employees shall comply with all applicable local, state and federal employment laws. The Contractor shall follow all US Department of Transportation (USDOT) and FTA regulations for hiring employees in safety sensitive positions. All safety sensitive applicants/employees must be able to pass the USDOT physical (as required), drug and alcohol testing, background investigation, and other guidance issued by the USDOT and the FTA.

(a) Existing Employees

The personnel for TAPS Bus Operations are currently the employees of First Transit Transit Management of Sherman, Inc. The Contractor will be required to accept applications from and consider for employment on a preferential basis the employees of FT and TMS. If hired by the Contractor, and assuming the essential functions and minimum education and experience levels are substantially similar, the Contractor shall place the FT and TMS employees in a job position comparable to the one held by the person when employed by FT or TMS.

Notwithstanding the terms of the previous paragraph, the Contractor shall not be required to offer employment to any person otherwise eligible for employment who (a) fails to successfully complete required drug and alcohol testing; (b) fails to successfully complete any physical examination that is required for safety sensitive employees; or (c) fails to meet the criminal background check standards of TAPS. A copy of the criminal background check standards is provided as an Attachment.

(b) Safety-Sensitive Positions

Personnel that perform safety-sensitive functions are defined by USDOT and FTA regulations. The Contractor shall ensure that the safety sensitive positions (at a minimum to include operators, roadsupervisors, dispatchers, and call center supervisors) are qualified and remain qualified throughout the term of the Contract to perform the service.

The Contractor shall be responsible for the employment and supervision of personnel in safety sensitive positions necessary to perform Bus Operations functions. Such responsibilities shall include, although not limited to, recruitment, screening, selection, training, supervision, licensing, employee relations, labor relations, evaluation, discipline, retraining, and termination. TAPS and the Contractor shall jointly determine minimum qualifications. A copy of the current qualifications is included as an Attachment.
Contractor shall conduct annual checks of the motor vehicle driver records of all its employees whose job requires them to operate any TAPS vehicle (revenue or non-revenue). Motor vehicle driver records shall be checked for accidents, vehicle code violations, license suspensions, or any other pertinent information which would raise doubts as to an employee’s fitness to operate a vehicle.

(c) Payroll And Benefits

The Contractor is expected to set pay levels (wages and salaries) for employees of FT and TMS hired in positions equivalent to their current positions that are at least equal to the employee’s current pay by FT and TMS and in accordance with the Collective Bargaining Agreement, if applicable.

The Contractor is responsible for managing and administering the payroll functions for supervisory Bus Operations employees. The Contractor shall pay employees and compile payroll information by managing payroll preparation; completing reports; and maintaining records. Contractor responsibilities for managing and administering the payroll functions will be included in an approved Standard Operating Procedure (see paragraph g below).

The Contractor shall provide and administer a company-sponsored insurance and benefits plan for Bus Operations employees. The insurance and benefits plan shall be substantially comparable, in terms of type and scope of coverage, plan design and the employee/employer contribution ratio, to the existing insurance coverage provided by FT or TMS and in accordance with the Collective Bargaining Agreement for union employees. Benefit plans must meet the guidelines and regulations of the Affordable Health Care Reform Act.

The costs for providing and administering the company-sponsored insurance and benefits plan for Bus Operations employees will be a pass-through cost to TAPS; however, the costs must conform to the TAPS Budget as approved by the TAPS Board of Directors.

The Contractor shall provide and administer a company-sponsored retirement plan for supervisory Bus Operations employees. The retirement plan must be substantially equivalent, in terms of type and scope, vesting requirements, plan design and the employee/employer contribution, as the existing plan provided by FT. The Contractor will be responsible administering and managing the company-sponsored retirement plan. The costs for providing and administering the company-sponsored retirement plan for Bus Operations employees will be a pass-through cost to TAPS; however, the costs must conform to the TAPS Budget as approved by the TAPS Board of Directors.

The costs for payroll and benefits must be approved by the TAPS Board as part of the annual budget process. The costs of payroll and benefits for Bus Operations personnel will be a direct pass-through by the Contractor to TAPS. The requirements for documentation and payment for pass through costs will be included in an approved Standard Operating Procedure (see paragraph g. below).

TAPS reserves the right to conduct management audits to ensure the Contractor complies with the approved procedures for managing payroll and benefits and to conduct financial audits to ensure the accuracy of financial records.

Copies of current benefit plan designs are included as Attachments.

(d) Collective Bargaining Agreement

The Contractor shall recognize United Food & Commercial Workers (UFCW) Local 1000 as the authorized representative, for purposes of collective bargaining, of employees who perform work of the type performed by the bargaining unit. The Contractor will agree to accept and abide by the existing collective bargaining agreement with Local 1000 effective until midnight, March
The Contractor will be responsible for negotiating the terms and conditions of a new collective bargaining agreement to be effective upon termination of the current agreement. The Contractor shall negotiate and administer collective bargaining agreements as may be required by current legislation, under the laws of the State of Texas and under the terms and conditions of Section 13 (c) of the Federal Transit Act, 49 U.S.C. Section 5333 (b), as amended, and serve as the assignee of the present collective bargaining agreement. Contractor shall at all times comply with and shall timely take all steps necessary and proper to assure compliance with the terms and conditions of labor protective arrangements and certifications issued by the USDOL pursuant to Section 13 (c) with regard to grants of financial assistance provided to TAPS.

The Contractor shall provide professional labor relations services as required to manage the current agreement and negotiate and manage any future agreements. The duties and responsibilities include labor relations training, grievance investigation, arbitration services, negotiation preparation, negotiating labor agreements and contract compliance and administration. The process, procedures and performance measurements should be outlined in the Contractor submitted and TAPS approved “Labor Management Plan” (see Section g. below).

Any contractual obligations entered into or assumed by the Contractor in connection with the operation of the transit system shall be binding upon the Contractor only for the term of this Agreement, and any extension. In the event this Agreement terminates or expires, TAPS shall assume all future obligations under said contracts either on behalf of itself or any successors to this Agreement.

All collective bargaining agreements or other employment agreements and amendments thereto negotiated by the Contractor must conform to the TAPS Budget as approved by the TAPS Board of Directors. The TAPS Budget shall include the current fiscal year budget and the long-range financial plan. The Contractor shall submit any and all agreements to TAPS for review to ensure conformance with the TAPS Budget prior to final negotiation. Any element of the negotiations that does not conform to the TAPS Budget will be contingent upon a revised TAPS Budget approved by the TAPS Board.

e. CORPORATE SUPPORT AND TECHNICAL ASSISTANCE

The Contractor will furnish, at no additional cost, Corporate Support and Technical Assistance to support the Management Personnel in the performance of the scope of work. Corporate Support shall include, but not be limited to, assistance to administer the current Collective Bargaining Agreement and negotiate the next agreement at the appropriate time. The Contractor is expected to be proactive in identifying opportunity and/or need for corporate support or technical assistance for Management Personnel or employees responsible for Bus Operations throughout the duration of this Contract.

Corporate Support and Technical Assistance shall include but not be limited to management support, supervisory training, assistance in collecting and accurately reporting monthly and annual TAPS performance reports and monthly/annual National Transit Database reports, assistance in preparation for the FTA Triennial Review and functional audits, safety assessment and subsequent training, customer service training, and technical training as required. This support can be provided at TAPS’s facilities or elsewhere, as may be reasonably required to assist the Management Personnel in the management of TAPS Bus Operations.

f. SPECIAL SERVICES

“Special Services” are those services that TAPS may ask the Contractor to perform that are not within the Scope of Work for Transit Management Services for TAPS Bus Operations. The type of services that may be considered Special Services include, but are not limited to, bus line inspections; comprehensive operational analysis and planning that goes beyond monitoring,
evaluating and modifying current services; the development of a major investment project; or other special services requested by TAPS during the term of the Contract. The Contractor will supply “Special Services” assistance at the request of TAPS under separate purchase of services and for an additional fee. Prior to commencing any Special Service, TAPS and the Contractor shall mutually agree in writing upon the work tasks, deliverables, the requirements for hours by skill sets to perform the work tasks, the budget and total cost based on the requirements at the unit costs for the applicable Special Service Schedule of Rates.

g. STANDARD OPERATING PROCEDURES

Following Notice to Proceed, the Contractor is required to develop and produce an approved set of standard operating procedures (SOP) including performance measures for the Bus Operations functions listed in the table below and in accordance with the referenced schedule. Additional detail regarding the requirements of each SOP is provided as an Appendix.

<table>
<thead>
<tr>
<th>Bus Operations Required Standard Operating Procedures</th>
<th>Draft Due</th>
<th>Approved Plan</th>
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</thead>
<tbody>
<tr>
<td>Management Plan</td>
<td>60 days following NTP</td>
<td>90 days following NTP</td>
</tr>
<tr>
<td>Operations Plan</td>
<td>60 days following NTP</td>
<td>90 days following NTP</td>
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<tr>
<td>Recruitment and Retention Plan</td>
<td>60 days following NTP</td>
<td>120 days following NTP</td>
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<tr>
<td>Drug and Alcohol Policy and Program consistent with U.S.DOT Drug Regulations, as specified in 49CFR40 and 49CFR653</td>
<td>60 days following NTP</td>
<td>90 days following NTP</td>
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<tr>
<td>Labor Management Plan consistent with Collective Bargaining Agreement and 13c provisions</td>
<td>60 days following NTP</td>
<td>120 days following NTP</td>
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<tr>
<td>Process/Procedure</td>
<td>60 days following NTP</td>
<td>90 days following NTP</td>
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<tr>
<td>Payroll Process and Benefits Procedures</td>
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<tr>
<td>Staff Training Program</td>
<td>90 days following NTP</td>
<td>120 days following NTP</td>
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<tr>
<td>Safety and Security Program/Plan</td>
<td>60 days following NTP</td>
<td>90 days following NTP</td>
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<tr>
<td>Risk Management Procedures</td>
<td>60 days following NTP</td>
<td>90 days following NTP</td>
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<tr>
<td>Cash Handling Procedures</td>
<td>60 days following NTP</td>
<td>90 days following NTP</td>
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<tr>
<td>ADA/Paratransit Certification and Appeals Process, Implementation of Access Policies and Procedures</td>
<td>60 days following NTP</td>
<td>120 days following NTP</td>
</tr>
<tr>
<td>Records Retention Policies and Procedures</td>
<td>60 days following NTP</td>
<td>90 days following NTP</td>
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</table>

The purpose of the SOP is to ensure the Contractor’s clear understanding of the expectations and standards for performance for the Scope of Work. Each SOP shall define the goals and objectives of the SOP and contain a detailed plan of action and identify how progress towards meeting the goals and objectives will be achieved and how progress will be tracked and reported to TAPS. The SOP will be used to determine the Contractor’s adherence to and performance of the Scope of Work. TAPS also retains the right to conduct a management audit to evaluate the Contractor’s performance at any time during the duration of the Contract. Additional detail regarding the requirements of each SOP is provided as an appendix.

The Contractor will draft a complete SOP for each function and present it to the TAPS Chief Operating Officer for review and comment. The TAPS Chief Operating Officer will provide comments and identify required revisions for each SOP. The Contractor will revise each SOP and present a second draft for final review and comment. The General Manager will be available in person or by telephone to discuss the second draft of each SOP with the TAPS Chief Operating Officer and other staff as may be appropriate. The Contractor will incorporate any final comments or required revisions for each SOP and provide the final to the TAPS Chief Operating Officer for approval within the required timeframe identified above.

TAPS recognizes its responsibility to review and respond in a timely manner. TAPS will review and respond to all SOPs within 10 days of receipt of the draft. If TAPS fails to respond within 10 days, the schedule will be adjusted accordingly.

Failure to complete the SOPs will constitute non-performance and be grounds to cancel award of the Contract. The Contractor may recommend additional SOPs subject to the concurrence of the TAPS Chief Operating Officer and so long as no additional cost is required.

Throughout the duration of the Contract, TAPS may request the development of other SOPs not outlined in this Scope of Work but necessary for the successful performance of the Scope of Work provided by the Contractor. Additional SOPs requested by TAPS will not be considered a Special Service.

h. GENERAL OPERATIONS
a) Provide training for all Operations Personnel, supervision of all operating personnel, and assign operating personnel so that the system is adequately staffed and supervised during all hours. Hours of operation include revenue and non-revenue service.

b) Operate Bus Operations in accordance with routes/schedules for fixed route and the service parameters for demand response/ADA paratransit that are consistent with the budget established by TAPS. The Contractor shall operate within budgetary limitations established by TAPS’s annual budget process, under the direction of TAPS’s Chief Operations Officer.

c) Implement route and schedule improvements in coordination with TAPS Planning Department to ensure that schedules for service provide accurate times, provide appropriate frequencies during peak period and adjust frequencies to reflect varying ridership demand on the transit system. The Contractor as instructed by TAPS’s Chief Operating Officer will increase or decrease levels of service and establish schedules in accordance with TAPS’s adopted budget and consistent with TAPS adopted plans and policies. Routes and schedules must remain consistent with TAPS adopted plans and policies, including required public notice.

d) Develop operator shifts for each specified service. The Contractor shall be responsible for developing operator shifts based on route and service schedules approved by TAPS and in accordance with the Collective Bargaining Agreement.

e) Manage and oversee compliance with TAPS Access and Connect RSVP policies and procedures regarding ADA, non-ADA and general public demand response services. This includes application processing and eligibility determinations.

f) Ensure ADA and FTA compliance regarding the delivery of ADA complementary paratransit services and ADA eligibility determinations.

g) Manage staffing levels, performance and work shifts to minimize overtime.

h) Make recommendations to TAPS regarding fare structures; service levels; route planning; service modifications, extensions, or retraction; and major service improvements and policies. Assistance may include, but not be limited to, describing mileage, vehicle and any other resource requirements needed to implement new or modified service. This information may be used in budget preparation, planning and in making transit presentations to city, county, state and federal agencies, as well as public and citizen commissions. Resulting actions in these areas will require prior TAPS approval. Bus Operations shall be initially operated over the routes and on schedules already in effect when the Contract commences.

i) Assist TAPS as requested by the Chief Operating Officer in operational and route planning, in the preparation of annual capital and operating budgets, and in the preparation of short-range planning as well as long range planning documents.

j) Provide any training needed or requested relative to contract administration, employee counseling, and general employee relations. The General Manager is responsible for all investigations surrounding grievances filed by employees and is to concurrently notify the TAPS Chief Operating Officer and TAPS President of the outcome of any third-step grievance. The General Manager shall immediately advise the TAPS Chief Operating Officer upon notification of a job discrimination complaint by any employee with the Equal Employment Opportunity Commission (EEOC).

k) Collect data and perform miscellaneous surveys/sampling to be used in assimilating information needed to monitor the service and system performance. This includes documentation of daily operations.

l) Keep and maintain all records reflecting the operation of the system in conformity with the requirements of the Contract and consistent with TAPS policies and approved Contractor
SOPs. Contractor shall render and certify full and complete monthly and other operating and financial statements as requested by TAPS.

m) Confirm accuracy and maintain complete documentation of all financial transactions of Bus Operations as required by TAPS, including, but not limited to purchasing, payroll and benefits administration, bank deposits, point of sale transactions, and fare reconciliation.

n) Respond to any and all State and Federal reporting requirements.

o) Follow TAPS requisition and procurements requirements for all purchases regardless of dollar amount. Follow approved Contractor SOPs for procurement policies and procedures.

p) Prepare specifications in accordance with TAPS Procurement Guidelines for all system equipment and supplies to be purchased by the Contractor’s employees or by TAPS to support Bus Operations.

q) Keep and maintain all records reflecting the operation of the system in conformity with the requirements of the National Transit Database. Submit monthly financial and operational reports using a standardized format sufficient for reporting to and in compliance with the National Transit Database. The Contractor shall assist TAPS in preparation of FTA monthly and annual NTD reports.

r) Provide accounting, cash management, and procurement information and reports in accordance with TAPS’s accepted practices. Disadvantaged Business Enterprise (DBE) participation reports, operating and statistical analysis statements, fixed assets inventory, and rotating inventory shall be completed in accordance with State and Federal requirements. The Contractor shall maintain its accounts in accordance with TAPS’s policies and procedures.

s) Provide the required supporting documentation and submit a request for billing to the TAPS Finance Department for any authorized bus services provided by TAPS to third parties.

t) Prepare work papers for annual audits and annual financial reports as directed by TAPS; these reports and financial documents shall be provided in a format compatible with TAPS reports.

u) Assist in preparation of grant applications and other reporting requirements as required by FTA, other Federal agencies, Texas Department of Transportation (TxDOT), other State agencies, North Central Texas Council of Governments (NCTCDG), and TAPS.

v) Coordinate with TAPS Information Technology Manager on all technology support needs and on all automation projects and programs.

w) Develop and implement customer service programs with training for operators, customer service/call center representatives and other employees who interface with customers. Ensure customer service is an integrated service and supports both demand response, fixed route, and commuter bus operations. Develop on-going programs dealing directly with the public to improve customer relations. Obtain pre-approval from TAPS on programs dealing directly with the public prior to implementing them.

x) Handle all inquiries or complaints received from any and all individuals utilizing TAPS’s comment management system. Comments and inquiries include, but are not limited to, those provided via phone, in person, by email or other electronic communication. All inquiries and complaints should be responded to within seven (7) days. Contractor shall notify TAPS’s Chief Operations Officer of any complaints that cannot be resolved within the required time period.

i. When directly contacted, the Contractor is required to receive and respond to customer contacts for information, comments, complaints, and service request s within seven (7) days. Responsibilities also include monitoring TAPS’s online comment management system and monitoring and reporting on the quantity and nature of the Contact to the
TAPS designated representative. Action is to be taken within the seven-day time frame unless the Contractor can justify a time extension. All complaints received directly by the Contractor shall be recorded and tracked in the comment management system. All Title VI complaints must also utilize the appropriate printed form in addition to the electronic record.

ii. If TAPS forwards complaints or inquiries to the Contractor, the required deadlines also apply.

iii. TAPS retains the right to request an expedited response under certain circumstances.

y) Make provisions for adequate security procedures and measures for the protection of TAPS facilities, its personnel, vehicles, and equipment when the facility is staffed by the Contractor or subsidiary personnel.

z) Perform all risk management activities, including administration for claims, insurance, Workers' Compensation, environmental health and safety, transit system safety, emergency operations, and medical leave administration.

aa) Maintain appropriate records including operational data to demonstrate the Contractor's compliance and performance in accordance with the scope of the Contract and approved SOPs.

bb) Assure that all local and State business licenses, permits for doing business and any needed environmental permits are purchased and properly posted on the TAPS properties at all times.

c) Provide adequate personnel for the establishment of safety and training programs for the prevention and the reduction of industrial injuries and vehicle accidents.

d) Meet and adhere to all Performance Measures established by TAPS and report the performance according to these measures in a monthly operations report. The contractor shall manage the System so that transit service is compliant with all current and future local, state and federal requirements.

The current fiscal 2014 Performance Measures for TAPS include the following.

(I) The Contractor shall manage fixed-route bus operations in a manner to maintain 97% on-time performance.

(II) The Contractor shall manage the demand response/paratransit service efficiently with a goal of two (2) passengers per revenue hour and zero trip denials for ADA/paratransit service.

(III) The Contractor shall manage the customer service/call center to ensure prompt resolution to customer comments and complaints. All comments and complaints should be resolved within seven days. The call center shall maintain an average talk time below three (3) minutes.

Additional performance measures will be defined in the Contractor submitted SOPs. TAPS reserves the right to amend said performance goals and standards from time to time, as necessary to be in full compliance with all local, State and Federal requirements.

e) Contractor shall submit a corrective action plan to TAPS when the Contractor has failed to meet performance expectations in two consecutive quarters.

ff) Any vehicle and associated expenses (fuel, insurance, maintenance, etc.) provided for personal use by the resident General Manager or other resident Contractor personnel will be borne solely by the Company that has the said individual under direct employment. These costs shall in no way be the responsibility of TAPS.
gg) The Contractor must implement, maintain and update a plan and program for compliance with U.S. DOT Drug Regulations, as specified in 49CFR40 and 49CFR653, including all environmental DOT regulations. Said plan and program shall be in compliance with formal FTA regulations.

hh) The Contractor is responsible for providing driver training programs to employees who operate transit equipment following available US DOT guidelines and training on the transportation of passengers with disabilities as outlined in the FTA regulations for the implementation of ADA requirements for public transportation. Also, the Contractor will ensure that each driver has a current valid Texas CDL driver’s license and meets the USDOT and FTA requirements for safety-sensitive employees. All drivers will need to successfully complete any competency exams required under said training programs. Current requirements for driver eligibility are provided in the Appendix.

ii) The Contractor shall assure that all Bus Operations personnel are properly trained and in full compliance with requirements associated with disposal and/or remediation of hazardous wastes. Any documentation required for compliance shall be signed by, and is the responsibility of, the General Manager. The costs for routine waste disposal will be borne by TAPS. The Contractor shall be solely responsible for any costs or fines associated with disposal and/or remediation of hazardous wastes arising out of acts or omissions of gross negligence of Management Personnel or Operations Personnel.


kk) Contractor’s employees shall comply with all necessary ITS support functions required for the successful operation of TAPS’s “Where’s My Ride” program. Training will be provided by TAPS. “Where’s My Ride,” which will be launched in fall 2014, will allow passengers to obtain real time predictive arrival information for the next bus or train at a passenger’s particular stop location via mobile application, SMS text alert, telephone Interactive Voice Response or through the TAPS website. “Where’s My Ride” will use accurate location data provided by a Global Positioning Device mounted inside each TAPS bus. That information will be integrated with the operator login information (including the route, run and destination sign code) and will then be transmitted wirelessly to a server using onboard cellular equipment. This server will integrate location and login information with schedules and map files to output predictive arrival information to customers. Passengers can subscribe to specific routes through the system so that alerts can be auto-generated based on passenger preferences.

ll) The Federal government is a financial participant in the contract, and all applicable federal law, administrative rulings, regulations, directives, and all financial assistance contracts shall bind the Contractor between TAPS and the federal government. The Contractor will maintain and continually update an inventory control system in compliance with federal regulations.

mm) Any work required by the Contract not included as part of the fixed management fee will be considered to be operating expenses and will be funded by TAPS as approved in the annual operating or capital budget in accordance with TAPS budget policies and practices. Such expenses will either be pass-through to TAPS by the Contractor or directly paid by TAPS.
At the end of the term of the Contract, the Contractor will transition all equipment, facilities and fleet in a state of good repair to TAPS or to a subsequent contractor if not selected for a new contract. Contractor shall submit a transition plan 120 days prior to the end of the Contract term in accordance with the requirements for Continuity of Service or unless otherwise directed by TAPS.

D. RESPONSIBILITIES OF TAPS

a. TAPS owns the transit system and has final control and authority through its duly appointed Board of Directors and authorized staff to determine policy, including funding levels, fare structure, services to be provided, planning requirements, and all capital purchases. TAPS will set goals, objectives, operating standards, and will review all major service changes and monitor all results.

b. TAPS shall provide the Contractor with the types and levels of services to be operated based upon public demand for these services and the financial resources provided through the annual budgeting process.

c. TAPS will provide Contractor reasonable notice for schedule changes. Major service changes will be provided in writing to the Contractor at least 45 days in advance, whenever possible. Minor service changes will be provided in writing to the Contractor at least 24 hours in advance, whenever possible.

d. TAPS will provide all equipment, facilities, and working capital needed for the operation and maintenance of the Bus Operations Facility and Customer Services/Call Center. TAPS will provide a maintenance facility, offices, bus washer, storage yard, all buses and support vehicles, office equipment and furniture, and shop equipment. Any hand tools of a personal nature used in the shop for maintenance will not be the responsibility of TAPS.

e. TAPS provides and administers General Liability, Auto Liability/Physical Damage, Real and Personal Property, Mobile Equipment and Boiler and Machinery Insurance Coverage to safeguard its investment in its asset. TAPS will provide and administer Worker’s Compensation Insurance. TAPS does not provide Errors and Omissions coverage for the Contractor, its employees or its subsidiary employees.

f. TAPS shall pay all utilities for TAPS owned or leased facilities.

g. TAPS will provide all information technology equipment and software including servers, computers, printers and office telephones. TAPS is not responsible for the General Manager’s mobile phone required to perform his management responsibilities.

h. TAPS will coordinate all efforts relating to long-range and short-range planning, as well as operational and route planning. The Contractor will provide appropriate assistance for these activities.

i. TAPS shall be the recipient for FTA financial assistance grants and shall apply for these grants with the assistance of the Contractor.

j. TAPS shall have the right of review and final approval in the selection or replacement of the resident General Manager and any other Management Personnel. If TAPS is dissatisfied with the performance of the General Manager and any other Management Personnel during the performance of the Contract, TAPS shall have the right to request a replacement. Contractor shall replace requested personnel within 90 days of receiving written notice from TAPS.

k. TAPS will provide, at its own expense, a certified independent annual audit of Bus Operations and shall have the right to perform an unscheduled cash count of farebox revenues and/or audit of all cash handling procedures. TAPS shall also have the right to conduct an inventory inspection and conduct a management audit of compliance with any approved SOPs.

l. TAPS shall conduct a periodic performance evaluation of the management services performed under the Contract. The performance evaluation will include responsibilities listed in the Scope of Work and specific performance measures to be mutually agreed upon with the Contractor’s General Manager prior to the evaluation. Areas of evaluation may include but are not limited to the following management responsibilities: operation of bus services, maintenance of vehicles, equipment, and facilities including
passenger facilities for bus services; customerservice; procurement of goods and services including inventory of supplies and parts; administration of personnel payroll and benefits; and budgetary and financial controls.

m. TAPS retains the right of ownership for any computer programs and data; design of equipment; or other related transit computer generated programs. This applies to computer programs specifically designed for the TAPS system by either Operations Personnel or employees of the management company for specific use on the TAPS system. Any items developed for the TAPS transit system that have been paid for by fee or for which employees have been compensated through their wages are the property of TAPS.

n. The functions specified in this section, except where noted, are paid by TAPS directly and are not included in the Contractor's compensation for managementservices.

E. REVENUES

a. All gross operating revenues shall be considered public funds and will be deposited without delay in a special TAPS revenue account. Gross operating revenues include all revenues derived from the operation of the System, including, but not limited to, all cash farebox revenue, bus pass sales, advertising revenues, and other miscellaneous activities. The handling of farebox cash and sell of fare media shall be in a manner responsive to the highest standards of multiple audit controls and subject to TAPS audit and inspection at any time. The procedures shall be documented and conducted in a manner consistent with the Cash Handling Procedure SOP developed by the Contractor and approved by TAPS.

b. All other revenue, such as federal, state, or other grants, will be recorded as prescribed by TAPS Financial Policies and Procedures.

F. OPERATING EXPENSES AND METHOD OF PAYMENT

a. The Contractor may incur such expenses as necessary to carry out the provisions of this Contract as authorized by an approved TAPS budget and other applicable laws and regulations. The Contractor shall be responsible for any expenses incurred contrary to law, regulations, or this contract for which the required TAPS procedures have not been followed.

b. All properly incurred expenses will be processed through TAPS's regular accounting system and paid for by TAPS warrant in accordance with TAPS policies and procedures.

c. Customer service change drawers will be maintained by the Contractor in number and amounts considered necessary by the Contractor and TAPS for Bus Operations. These accounts will be administered and replenished in accordance with TAPS administrative policies and procedures.

d. The Contractor shall at all times hereunder maintain full, complete records in order to accurately reflect the Contractor's performance of its obligations in connection with the Contract. TAPS shall have the right to inspect all records of the Contractor as related to the operation of TAPS's system and to make such photocopies or extracts thereof as are reasonably required by TAPS.

e. The Contractor shall operate within budgetary limitations established by TAPS and will assist TAPS in the annual budget planning process and long range financial planning process for Bus Operations.

G. MANAGEMENT FEE

a. The Contractor, as compensation for specified management services, including compensation for the resident General Manager and other Management Personnel, shall be paid a management fee as proposed herein. TAPS will pay the Contractor a monthly amount, not later than thirty (30) days after receipt of an invoice and monthly operational report. The management fee shall be adjusted when fee expenses do not occur (i.e. a management team position is vacant during the billing period). The adjustment fee is to be negotiated prior to any individual Management Team member vacating the position.

b. The General Manager shall sign a letter of commitment to remain in this position for a minimum of two (2) years. The Contractor shall not offer the General Manager in any other proposals during this period and shall not reassign the General Manager to another work site during this two-year minimum period. Should the Contractor fail to honor these requirements and include the proposed General Manager in another
proposal or reassign to another contract without the express written permission of TAPS during this two-
year period, liquidated damages equal to six-months’ salary for the General Manager shall be deducted from
payment due to the Contractor.

c. If additional Management Personnel are required to perform under this Contract, those positions would be
required to sign a letter of commitment of one (1) year.

d. The term of the initial contract will be for a period of seven (7) years. TAPS may exercise its right to extend
the term of the contract for three (3) additional one-year (1) periods

(a) The Contractor will be compensated based on a fixed fee per month for the required Transit Management
services. The fixed fee per month (and annualized) shall be firm for each of the seven (7) years in the
initial contract term and limited to a maximum annual rate increase per year for each year for the
optional additional three (3) one-year periods. It is understood that this fee will contain all costs of the
Contractor in providing Transit Management Services, including compensation and benefits for all
Management Personnel, corporate overhead and profit, and expenses of staff of the Contractor related
to the performance of this contract and the requirements for corporate support and technical assistance.

(b) TAPS will reimburse the Contractor (prior approval from TAPS is required) upon submission of proper
invoice, for travel and per diem expenses of Bus Operations staff when on official TAPS business, in
accordance with TAPS’s Travel Policy.

(c) Start-up costs will be reimbursed at the contracted lump sum cost for expenses incurred from Notice to
Proceed until October 1, 2014. Start-up costs include the Contractor's cost to prepare the required
Standard Operating Procedures. TAPS reserves the right to negotiate the price for allowable
reimbursement of start-up costs, if any, prior to award of contract to the successful Contractor. TAPS will
pay the Contractor for start-up costs, within thirty (30) days after receipt of a properly prepared and
accurate invoice to be submitted after full assumption of services on October 1, 2014 and after all
required SOPs are approved. TAPS may consider a partial payment based on the number of SOPs
approved according to the TAPS required schedule.

(d) Special Services will be subject to approval in writing by TAPS and will be compensated according to an
approved budget per Special Service at a fixed cost per hour by subject matter and skill area for Special
Services. The fully loaded price per hour and maximum annual rate increase per hour shall be firm. TAPS
will pay the Contractor for authorized Special Services within thirty (30) days after receipt of a properly
prepared and accurate invoice for completed services.

(e) The Contractor will furnish, at no additional cost, Corporate Support and Technical Assistance throughout
the term of the Contract. The Contractor will provide at no additional cost, corporate and technical
support to ensure the success of the Management Personnel and employees in the performance of the
Scope of Work for TAPS Bus Operations.

H. ACCOUNTING PROCEDURES

TAPS will prescribe the various accounts and accounting procedures and reports to be used by the Contractor.
The Contractor shall ensure that all documents and records are kept in accordance with TAPS requirements.
TAPS shall have the right of access for inspection of all books and records of the Contractor as they relate to Bus
Operations. These books and records will be considered property of TAPS and shall neither be removed nor
destroyed prior to obtaining TAPS permission.

The Contractor will utilize TAPS’s financial system and other TAPS authorized software applications for recording
activity and transactions related to TAPS bus operations.

I. CONTINUITY OF SERVICES

a. In submitting a proposal in response to this request for proposals, the Contractor recognizes that the services
under the Contract are vital to TAPS and must be continued without interruption and that, upon expiration or
termination of the Contract, another entity, either TAPS or another transit management company, may
continue those services. The Contractor agrees to furnish phase-in training, exercise its best efforts, and cooperate to effect an orderly and efficient transition to the subsequent contractor.

b. Completion of Term. At the expiration of the term or in the event of an earlier termination of the Contract as provided, the Contractor shall fully cooperate in any procurement process(es) conducted by TAPS and in any transition of the transit system to a new contractor. Such cooperation shall include, but not limited to, providing access to the vehicles and facilities, coordinating the transfer of equipment, and taking other reasonable actions as requested by TAPS.

c. Transition Requirements. Contractor shall, upon receipt of the TAPS’s Chief Operating Officer’s written notice of transition, (i) furnish phase-in, phase-out services for up to forty five (45) days after this Agreement expires or terminates and (ii) negotiate in good faith a plan with the subsequent provider to determine the nature and extent of phase-in, phase-out service required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to the approval of the TAPS’s Chief Operating Officer. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by the Contract are maintained at the required level of proficiency.

d. Compensation. Contractor shall be reimbursed as mutually agreed upon by the Contractor and TAPS for all reasonable phase-out costs incurred after the Contract’s expiration or termination that are not compensated by TAPS under the Contract.
PART THREE – PROCUREMENT INFORMATION AND PROPOSAL FORMAT

A. PROCUREMENT SCHEDULE

<table>
<thead>
<tr>
<th>Target Date</th>
<th>Description of Events</th>
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<tbody>
<tr>
<td>DATE</td>
<td>RFP Issued</td>
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<td>TIME am</td>
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</table>

Dates are subject to change and may be changed by addendum only. All times noted are Central Time.

B. PRE-PROPOSAL MEETING

A non-mandatory pre-proposal meeting and facility tour will be held on DATE at TIME at TAPS, 3400 Texoma Parkway, Sherman, TX 75090. All prospective Contractors are encouraged to attend. No statements made during the meeting shall serve to amend or modify this solicitation unless they are subsequently issued as a written addendum to this solicitation.

C. SUBMITTAL OF QUESTIONS

All questions shall be submitted in writing via email to jenniferwright@tapsbus.com or fax 903-893-4766.

Deadline for submittal of questions is TIME, Central Standard Time, on DATE. Responses to all questions received will be issued by addendum by the close of business DATE, and will be posted at www.tapsbus.com.

Contractors are cautioned against contacting other TAPS staff members and members of the TAPS Board concerning this procurement. Direct all communications concerning this procurement to Jennifer Wright, TAPS Procurement Officer.

D. RECEIPT OF PROPOSALS

Sealed Written responses, one (1) Original, five (5) copies and a CD or USB drive with the proposal in Adobe Portable Document Format (PDF) and the Price Sheets in Excel must be received no later than TIME Central Standard Time on DATE. One copy of the response shall be marked original and bear all original signatures. The response shall be clearly marked as RFP#1403 and shall be delivered to:

Texoma Area Paratransit System (TAPS)
Jennifer Wright, CPPO
Procurement Officer
3400 Texoma Parkway
Sherman, Texas 75090

All submittals received after the due date and time will be returned unopened and will not be considered.

TAPS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR ANY PART OF ANY OR ALL PROPOSALS, WHENEVER IT IS IN THE BEST INTEREST OF TAPS TO DO SO.

E. PROPOSAL FORMAT

Proposals, including Executive Cover Letter and Executive Summary, shall adhere to the following format and shall not exceed 50 pages. The Price Proposal, Attachments and the Other Required Documents are not subject to page limitations. Proposals shall be printed on 8½ x 11-inch paper, and use both sides of a page (each side...
counts against the page limit); typeface shall be no smaller than 11 point, and margins shall be no less than 1
inch. Tabs shall be used to divide the separate sections of the proposal. The respondent shall submit one (1)
signed original and five (5) copies of the proposal in the described proposal format.

Proposals shall be organized in the following sequence with appropriate tabs:

- Executive Cover Letter and Summary
- TAB ONE: Company Overview and Firm Qualifications
- TAB TWO: Proposed Management Personnel Experience and Qualifications
- TAB THREE: Project Approach and Implementation Plan
- TAB FOUR: Recommendations and Innovations
- TAB FIVE: Price Proposal
- TAB SIX: Required Attachments

F. PROPOSAL REQUIREMENTS

1. Executive Cover Letter and Executive Summary

Submit a letter of introduction and an executive summary of the Proposal. The introductory letter must
be signed by a person or persons authorized to obligate the respondent to honor the commitments set
forth in the Proposal package and to verify the accuracy of the information included in the Proposal.
Submission of the introductory letter will constitute a representation by the respondent that it is willing
and able to successfully perform the Transit Management Services, and that all information contained in
the Proposal package is true, correct, and not misleading.

At minimum, the letter should include:

a) Identification of the offering Contractor(s), including name, address and telephone number of
   Contractor;

b) Proposed working relationship among Contractors (e.g. prime/sub), if applicable;

c) Name, title, address, and telephone number of contact person during the period of Proposal
evaluation;

d) A statement to the effect that the Proposal shall remain valid for a period of not less than 180
days from the date of submittal.

The Executive Summary should also outline the Contractor’s understanding of the scope of work and
the eligibility of the Contractor to perform the requirements under this RFP.

2. TAB ONE: Company Overview and Firm Qualifications

This section of the Proposal should establish the ability of the Contractor to satisfactorily provide the
required services as defined under the Scope of Work. Response should include the Contractor’s
demonstrated competence in the transit management services to be provided; the nature and relevance
of recently awarded work; corporate staffing capability; strength, stability and financial capacity of the
Contractor.

a) Company Overview

   With respect to Company Overview, in order to be a responsive Contractor to this RFP, the
   Contractor must describe in detail all of the following requirements and meet all of the following
   conditions described herein:

   (i) Provide a brief profile of the Contractor, including its principle line of business, the year
       founded, form of organization (corporation, partnership, sole proprietorship),
(ii) Provide the number and location of offices, licenses held, number of employees,

(iii) Provide a general description of the Contractor’s financial condition and include as attachments, copies of the company’s audited financial statements for the last three years. In addition, provide as an attachment, a current copy of Dun & Bradstreet Report. Statements, reports and other requested financial documents requested as attachments will not be counted against the page total.

(iv) Identify any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger) that may impede the Contractor’s ability to perform the services. In addition, provide any information concerning instances where the Contractor or a team member was debarred, disqualified, or removed from a federal, state, or local government public transportation project.

(v) Describe any prior or pending litigation, civil or criminal, involving a governmental agency or which may affect the performances of the services to be rendered. This includes any instances in which the Contractor or any of its employees, subcontractors, or sub-consultants is or has been involved within the last five years.

(vi) Identify subcontractors, if any, by name, address, contact person, and telephone number and project function. Include any subcontractor agreements as attachments to this response.

b) Company Qualifications

Describe the Contractor’s experience in providing similar Transit Management Services to those described in this RFP. Pertinent experiences should reference similar types of transit authority structure, similar size of operation and mix of services, similar scope of management responsibilities, and similar obligations for labor management. Highlight the participation of the key corporate personnel proposed for this assignment.

The experience cited must include at least three (3) examples within the last five (5) years. Include a description of the work performed. For each project cited as related experience, please also furnish the name, title, address, and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. The Contractor must provide a minimum of three (3) references.

The same information must be provided for subcontractors which are proposed to be used for this Contract.

c) Corporate Support and Technical Assistance

As part of the required Scope of Work, the successful Contractor is required to provide corporate and technical support to ensure the success of the Management Personnel and employees for TAPS in the performance of the Scope of Work for TAPS.

Describe the Contractor’s philosophy and approach to providing this corporate and technical support. Explain how the company will be proactive in identifying opportunity and/or need for corporate support or technical assistance.

Describe the approach and qualifications of corporate or other personnel to provide the required support and technical assistance. Describe how this approach adds value to the transit management services for TAPS.

d) Company Experience in Labor Negotiations

Explain the approach your firm will take to manage the Collective Bargaining Agreement, negotiate future agreements and address grievances or amendments to those agreements. Provide the name and resume of the individual who will be responsible for developing labor management proposals and negotiating the Collective Bargaining Agreement. Provide a list of that individual’s relevant experience negotiating agreements with employees represented by a
labor union within the past five (5) years. The Contractor shall summarize the results achieved during the cited negotiations such as wage adjustments, benefit changes, pension revisions, and/or modifications, working condition revisions. The Contractor will also indicate any work stoppages that resulted during the negotiations or as a proximate result thereof.

3. TAB TWO: Proposed Management Personnel Experience and Qualifications

Management positions determined necessary will be referred to as “Management Personnel.” At a minimum, Management Personnel will include the General Manager.

(a) Additional Management Personnel

The Contractors are invited to recommend additional management position(s) based on a review of TAPS Operations, the Scope of Work for Transportation Management Services, organization charts, and other information included in the RFP. However, any recommendation for an additional management position must be supported by a rational basis for the recommendation, a description of the duties and responsibilities for the additional management position, and an explanation of the value added to benefit TAPS and its customers. Each Contractor is asked to render a recommendation for required additional Management Personnel. Address at a minimum the following:

(i) Does the TAPS Operations and this Scope of Work for transit management services warrant a second management position? If not, please explain. If yes, address the following:

(ii) Provide the rationale for this recommendation.

(iii) What position is recommended? Please describe the duties and responsibilities for the additional management position.

(iv) How will the additional position add value to TAPS and its customers? Why is it in TAPS’s best interest to incur the cost for a second management position? What are the benefits? What will be the return on investment?

Responses to this solicitation will inform TAPS about the benefits and cost of additional management expertise. TAPS may deem additional onsite management personnel are necessary to perform the management requirements of the contract. TAPS will make a final decision on requirements for additional management personnel, if any, prior to the request for Best and Final Offer (see Part Three, Article H. Proposal Review).

(b) Personnel Qualifications

The Contractor shall propose the General Manager and additional Management Personnel, if any, necessary to perform the services proposed herein, a description of the duties, how much control they will have over the operation at the local level, when they will be available, and how much of their time will be dedicated to the contract during the transition. Resumes for each of these management personnel (and additional relevant resumes for corporate support if applicable) shall be provided with the Proposal.

The Contractor must clearly demonstrate the qualifications of the General Manager and additional Management Personnel, if any, to perform the required Scope of Work. Address at a minimum the following:

(i) Qualifications to perform the scope of this contract.

(ii) Describe the Contractor’s experience in providing similar services as described in this RFP. The experience cited must address all relevant transit management work experience within at least the last five (5) years. For each assignment cited as related experience, please also furnish the name, title, address, and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. The Contractor may also supply references from the individual’s other work experience not cited as related transit
management experience. Listing of references shall include a detailed description of the work performed for the client. The Contractor must provide a minimum of three (3) references for each individual.

(iii) Describe the relevant experience of the General Manager and additional Management Personnel, if any, in labor management. With each cited experience in transit management listed above, describe the scope and responsibility for managing and supervising personnel represented by a collective bargaining agreement. Please be specific and thorough in the description of the relevant experience.

(iv) Clear information regarding availability to perform the position for which each person is proposed. Each person should be available to begin work on this project when the contract award is made. The Contractor shall submit a letter from the Contractor’s chief executive officer guaranteeing the key personnel named in the staffing plan will be assigned to the project unless employment of the individual is terminated. A failure to deliver the Management Personnel identified may be grounds to cancel award of the contract.

TAPS reserves the right to interview/or approve the General Manager and other Management Personnel that will be full-time to this project.

4. TAB THREE: Project Approach and Implementation Plan

The Contractor shall provide a comprehensive, detailed plan of how the Contractor shall approach the Scope of Work required under this RFP. This plan shall include an overview of approach and activities associated with the transition and start-up, management strategy and philosophy, and approach to safety, operations and training.

The Contractor should address the activities and procedures that will be followed to ensure the smooth transition of service including documentation of recruiting and training schedules, transition of existing employees, and all other activities necessary to transition existing transit services and employees without impacting operations.

The Contractor shall address its approach to management as will be required under this the Scope of Work describe in this RFP. Said detailed description should include the Contractor’s understanding of the work to be performed including:

a) A transition plan to ensure successful transition by DATE. The Contractor shall provide a comprehensive, detailed plan of how all transition and start-up tasks shall be completed. This plan shall address the activities and procedures that will be followed to ensure the smooth transition and start-up of service. The plan should document recruitment and training schedules, acquisition of necessary equipment, licenses, and all other activities necessary to implement a successful transit service program. This plan shall include a detailed chronology/calendar and explanation.

The transition plan should also address a procedure for a Baseline assessment of vehicles, equipment, and facilities prior to transfer from the current management contractor to the successful Contractor prior to DATE.

b) Provide an overall organization chart showing the level of staffing anticipated to meet the requirements of this RFP for start-up and ongoing operations. The organizational chart shall start at the corporate level and continue down to the lowest reporting level. The chart shall indicate the number of each type of employee, job title, and full-time or part-time status.

c) If the proposed organizational chart is different than current organizational structure, please describe process for transitioning to proposed organizational chart and basis for recommended change.

d) Documentation that the Contractor possesses sufficient organizational resources and experience to address, among other things, turnover, recruitment, retention and absenteeism and other unanticipated issues and challenges in its employees.
e) Descriptions of programs successfully used in other areas that might apply to this project.

f) Outline of internal audit, cost control and QA/QC procedures.

The Contractor shall describe its operational strategy for delivering services outlined in the Scope of Work including, but not limited to, procedures to ensure quality service delivery, road supervision, dispatching, customer service, call center management, and paratransit reservation scheduling. Contractor shall demonstrate how the operational strategy described will achieve the performance measures outlined in the Scope of Work. Describe the methodology that will be used to ensure safe, effective, efficient, continuous service delivery of TAPS’s existing services. This methodology should include approach to maintain on-time performance and a high-level of customer satisfaction. Contractor should also describe the method and plan for training employees to meet operational demands, efficient business office and human resource management, effective management of extra-board staffing, maintaining employee morale, maintaining fleet availability, resolution of on-street road calls and accidents, and union-related performance issues.

The Contractor shall describe its approach to creating and nurturing a safety culture throughout its organization. This approach should include an outline of processes and procedures for maintaining and operating safe and secure bus services and facilities. This description should demonstrate how this approach supports the safety initiatives and goals of TAPS.

As an attachment, please provide a sample comprehensive “Operator Manual” that would address operator qualifications, duties, general rules and policies, vehicle orientation, and standard operator procedures.

5. TAB FOUR: Recommendations for Innovation

List any new technology or innovative approaches that the Contractor recommends for delivering services and managing operations and describe how these advancements would contribute to the efficiency and effectiveness of the TAPS system, reduce operating costs, improve performance, enhance the customer experience, maximize employee productivity, etc. Use specific examples of projects where the technology or other approaches have been used and the results of those applications. The Contractor must provide information about the order of magnitude cost for the investment for innovative approach and the expected return on investment.

Responses to this solicitation will inform TAPS about the benefits and cost of recommended innovations. TAPS will make a final decision on requirements for innovations, if any, prior to the request for Best and Final Offer [see Part Three, Article H. Proposal Review].

6. TAB FIVE: Price Proposal

The Price Proposal shall contain the Contractor’s price sheets in the format provided as an Appendix. Failure to provide the cost breakdowns in the format requested may deem the offer nonresponsive. Contractors must provide pricing for all items to be considered for award of the contract. Failure to submit a price for every line item may render the Proposal non-responsive and removed from further consideration for award of a contract.

Contractors should print copies of the price sheet workbook in PDF format to include in the Price Proposal printed and electronic documents and provide an additional version of the price sheets in MS Excel format on CD ROM or Flash Drive.

The Contractor shall provide all exceptions taken to the pricing portion of the solicitation in this section. If the Contractor finds it necessary to take exception to any of the requirements specified in the RFP, clearly indicate each such exception. Provide a complete explanation of why the exception was taken and what benefit or risk accrues to TAPS. If the Contractor does not take exception to the solicitation provisions, an affirmative statement to that effect shall be provided in this section.

Assumptions made by the Contractors about the needs, functions and/or requirements of TAPS, outside of those contained in this solicitation or provided to Contractors subsequent to the issuance of this
solicitation, and used to calculate costs should be clearly noted in the response.

7. **TAB SIX: Required Attachments**

   Mandatory Contract Submittals and Representations and Certifications
   - Addendum Acknowledgement Form, if applicable
   - Business Questionnaire
   - Non-Collusion Affidavit
   - Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
   - Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion
   - Certification of Restriction on Lobbying
   - Conflict of Interest Questionnaire
   - Drug Free Workplace Certification
   - Disadvantaged Business Enterprise
   - Schedule of DBE Participation
   - Letter(s) of Intent to Perform as a Subcontractor if necessary.

8. **ATTACHMENTS Firm Financial Data**

   Contractors should provide financial statements for the organization for at least the last three (3) fiscal years as follows:
   
   If a **publicly** held organization:
   1. Consolidated financial statements as submitted to the Securities and Exchange Commission (SEC) on Form 10K.
   2. The most recent Forms 100 since the last Form 10K was submitted.
   3. Any Form 8K's in your last fiscal year.

   If a **privately** held organization:
   1. Balance sheet for your last three fiscal years certified by an independent Certified Public Accountant.
   2. Statement of income of your last three fiscal years certified by an independent Certified Public Accountant.

   Management discussion and analysis of the organization’s financial condition for the last three years indicating any changes in the financial position since the certified statements were prepared.

   Submit evidence of financial responsibility. This may be a credit rating from a qualified firm preparing credit rating or a bank reference.

   Contractor shall submit the Firm’s bank reference, including the name, address and phone number of a contact person, or a letter of reference from the bank where the Contractor holds a corporate account. Contractor also shall submit the Contractor’s most recent financial statement covering the past three years of operation, or the most recent audited annual report as attachments.

G. **PROPOSAL REVIEW**

   TAPS will establish an Evaluation and Selection Committee. The Committee (sometimes hereafter “the committee”) will make all decisions regarding the evaluations, determination of responsible Contractors in the competitive range, negotiations and the selection of the Contractor that may be awarded the Contract.

   The primary desire of TAPS for this procurement is to ensure award will be made based on the highest quality of service proposed that best matches TAPS’s requirements. In this determination, TAPS will utilize FTA approved Third Party Contracting Guidance (FTA Circular 4220.1F) “Best Value” methodology. Best Value is a
selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations.

TAPS may establish a competitive range and elect to conduct interviews for all Contractors within the competitive range. Interviews may include a presentation by each Contractor, followed by questions, and any request for clarification of a Proposal or advice from TAPS on how the Proposal might be improved. The Contractor may comment on any TAPS requests for revisions. Contractors should be prepared to fully explain and justify Price Proposals, including assumptions or models they used to develop costs. At the conclusion of the interview process, Contractors may be requested to submit a Best and Final Offer. The Best and Final Offer must respond to and fully address all issues, concerns, deficiencies, and questions that arose during the interview process, and should submit the most cost-effective Price Proposal feasible.

H. PROPOSAL EVALUATION

1. Technical Proposal

The Evaluation and Selection Committee will score on a scale of 600 maximum points each Technical Proposal based on the following criteria.

a) Firm Qualifications and Experience (Maximum 150 points)

The Evaluation and Selection Committee will consider how well the Contractor demonstrated their experience in successful transit management services, including how the Contractor improved agency or system performance and the Contractor’s record of performance on prior projects and information obtained on the Contractor’s past performance. The Committee will also consider the Contractor’s overall breadth of service and transit experience.

b) Management Personnel Qualifications (Maximum 150 Points)

The Committee will consider the qualifications of the key personnel and how well the Contractor demonstrates their experience with similar work and their capabilities to support the services under this Contract. The Committee will review General Manager’s qualifications to ensure the individual meets the requirements of the scope.

c) Project Approach and Implementation Plan (Maximum 200 points)

The Contractors must thoroughly and clearly demonstrate the Contractor’s understanding of this RFP and of Work being requested, ability to meet the Scope of work and the approach utilized to meet all services and requirements outlined in the Scope. The Contractor should demonstrate through its management, operations and safety strategies of how the Contractor will work with TAPS to deliver safe, efficient and effective services for internal and external customers. The Committee will consider comprehensiveness of approach to achieving the Scope of work.

d) Financial Capacity (Maximum 100 Points)

TAPS will evaluate the Contractor’s overall financial condition and capacity, including an assessment of any financial risk or contingent liabilities currently facing the Contractor or anticipated; the extent of its financial strength and resources; and its solvency ratios (current, quick, debt to equity). TAPS reserves the right to consider outside reporting services and related information for purposes of the Contractor’s financial condition.

2. Price Proposal

The Evaluation and Selection Committee will score on a scale of 400 maximum points each Price Proposal based on the Management Fee for Baseline Services (300 points) and the Start-up Costs for the Transition Plan including all costs for preparation and approval of Standard Operating Procedures (100 points).

The Evaluation and Selection Committee will rank the Price Proposals for all Contractors for each item and award points in proportion to the lowest price for that item. The lowest Price Proposal for each item will receive the maximum points for that item.
For example: Start-up Costs for Transition

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<th>Points</th>
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<td>$25,000</td>
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<tr>
<td>Proposal 2</td>
<td>$50,000</td>
<td>50 ($25,000/$50,000 = .5)</td>
</tr>
<tr>
<td>Proposal 3</td>
<td>$90,000</td>
<td>28 ($25,000/$90,000 = .28)</td>
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I. **RIGHT TO FIND PROPOSALS NON RESPONSIVE**

The Evaluation and Selection Committee will identify Proposals as “non-responsive” if they are incomplete or do not provide the required information. TAPS will not review, evaluate and score non-responsive Proposals. TAPS will notify any Contractor in writing if its Proposal is identified as non-responsive. Minor informalities, irregularities and apparent clerical mistakes or minor omissions in the Proposal unrelated to the technical qualifications content of the Proposal will not be the basis for finding a Proposal to be non-responsive, if corrected promptly by the Contractor. TAPS may notify a Contractor of such a minor irregularity following the initial review by the Committee. The Evaluation and Selection Committee will evaluate all acceptable Proposals and may contact any of the Contractor’s references to discuss the qualifications and past performance of the Contractor and/or the Management Personnel proposed for this Contract. The result of any such reference check may be considered in the evaluation and scoring of Proposals.
PART FOUR – CONTRACTUAL REQUIREMENTS

1. LATE PROPOSALS
Any proposal received after the date and time specified shall be considered late and shall be returned unopened to the proposer.

2. CONFIDENTIALITY
It is in the public interest for TAPS to receive as many proposals as possible. TAPS acknowledges the possible confidential nature of any aspect of the proposal including the cost or price information requested by the request for proposal, and TAPS obliges itself in good faith not to disclose any page of the proposal containing information which the proposer clearly marks as confidential during the evaluation process. After contract award, disclosure of information shall be made only in accordance with Texas law and applicable federal requirements.

3. CANCELLATION
TAPS reserves the right to cancel this RFP or cancel the award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in TAPS's best interest. In no event shall TAPS have any liability for the cancellation of award. The Proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

4. INDEMNIFICATION
In addition to all other obligations of indemnification specified herein, contractor agrees to release and be liable for and to defend, indemnify and save harmless TAPS, its board members, officers, agents, servants, workmen, employees, subsidiaries and indemnities, U.S. Department of Transportation, Texas Department of Transportation, and all government funding agencies providing funds or services in connection with this project (hereinafter collectively referred to as "TAPS"), from and against any and all loss, cost, damage, liability and expense, including consequential damages, counsel fees, whether or not arising out of any claim, suit or action at law, in equity, or otherwise, of any kind or nature whatsoever, including negligence, arising out of the performance of the work by reason of any accident, loss or damage of property, including the work site, property of taps and contractor, or injury, including death, to any person or persons, including employees of TAPS, contractor, subcontractors at any tier or any person working on contractor’s behalf, caused by contractor, which may be sustained either during the term of the contract, or upon or after completion of the project, whether brought directly by these persons or by anyone claiming under or through them including heirs, dependents and estates.

Contractor also agrees for itself and on behalf of its agents, servants, subcontractors, material men, and employees to defend, indemnify and hold harmless TAPS from and against any and all claims of any kind or nature whatsoever regarding subcontractors and material men and agrees to assume the defense of taps to any such suit at its cost and expense. The contractor further assumes the risk of loss and damage to materials, machinery and equipment to be incorporated in the work at all times prior to delivery to the project site or while in the possession or under the control of the contractor.

Contractor, for itself and its employees, board members, officers, agents, servants, workmen, contractors, subcontractors, licensees and invitees, or any other person working on contractor's behalf, hereby releases and agrees to be liable for and to defend, indemnify and save harmless TAPS, except to the extent that TAPS is negligent in whole or in part, for any claims made by an employee, board member, officer, agent, workman or servant of contractor’s or any other person working on contractor’s behalf, including claims for compensation or benefits payable to any extent by or for contractor under any workers' or similar compensation acts or other employee benefit acts. In the event of joint or concurrent negligence of the contractor and TAPS, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the state of Texas. A contractor’s obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by contractor under any resultant agreement. This provision shall survive the termination of any resultant agreement.
A contractor’s indemnity obligations under this section shall also specifically include, without limitations, all fines, penalties, damages, liability, costs, expenses (including, without limitations, reasonable attorney’s fees), and punitive damages (if any) arising out of, or in connection with any (i) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of a public authority that bears upon the performance of the work by the contractor, a subcontractor, or any person or entity for whom either is responsible; (ii) means, methods, procedures, techniques, or sequences of execution or performance of the work; and (iii) failure to secure and pay for permits, fees, approvals, licenses and inspections as required under the contract documents, or any violation of any permit or other approval of a public authority applicable to the work, by the contractor, a subcontractor, or any person or entity for whom either is responsible.

In addition, contractor shall indemnify TAPS for any fines and legal fees incurred because employees, agents, or workers supplied by contractor are not authorized to work in the United States.

5. NON DISCRIMINATION

TAPS shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. TAPS shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. TAPS DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to TAPS of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

(b) Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient 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 CFR 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.

6. PROMPT PAYMENT

The Texoma Area Paratransit System will include the following clause in each DOT-assisted prime contract: The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Texoma Area Paratransit System. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Texoma Area Paratransit System. This clause applies to both DBE and non-DBE subcontracts and must be included in contracts between the Texoma Area Paratransit System, the prime contractor, subcontracts and sub-recipients.

7. RIGHTS TO PROTEST

An Offeror or prospective Offeror or prospective contractor who is aggrieved in connection with the request for proposals (RFP) or award of the contract may file a protest. No protest may be filed if the request for proposals (RFP) is cancelled or if all proposals received in response to the RFP are rejected.

7.1 Place for Filing. A protest must be filed with the Issuing Office identified in the RFP.

7.2 Time for Filing. A prospective Offeror who is considering filing a proposal must file the protest within seven (7) days after the prospective Offeror knew or should have known of the facts giving rise to the protest, but in no event later than the proposal submission deadline specified...
in the RFP. A protest filed by an Offeror who submits a proposal must be filed within seven (7) days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may a Offeror file a protest later than seven (7) days after the date the notice of award of the contract is posted on the TAPS website. The date of filing is the date of receipt of the protest. TAPS will disregard any protest received beyond the deadlines established in this Section.

7.3 Contents of Protest. A protest must be in writing. A protest shall state all grounds upon which the protesting party asserts the RFP or contractor selection was improper. The protesting party may submit with the protest any documents or information it deems relevant.

7.4 Notice of Protest. The issuing office will notify the successful offeror of the protest if contractor selection has already been made. If the issuing office receives the protest before selection, and it determines that substantial issues are raised by protest, the issuing office will notify all offerors who appear to have a substantial and reasonable prospect of selection. Any offeror notified of a protest pursuant to this section may file its agreement/disagreement with the issuing office within the time period specified in the acknowledgement of protest letter sent by the issuing office.

7.5 Stay of Procurement. The Executive Director or designee will promptly decide upon receipt of a timely protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The issuing office shall not proceed further with the RFP unless the Executive Director or designee makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of TAPS.

7.6 Response and Reply. Within 15 days of receipt of the protest, the issuing office may submit to the Executive Director or designee and to the protesting party a response to the protest. The protesting party may file a reply to the issuing office’s response within ten days of the date of the response.

7.7 Review. The Executive Director or designee shall review the protest and any response or reply. The Executive Director or designee may decide the merits of the protest on the written, submitted documentation; request and review any additional documents or information deemed necessary to render a determination; or, in his sole discretion, conduct a hearing.

7.8 Determination. The Executive Director or designee shall promptly, but in no event later than 60 days from the filing of the protest unless both parties agree to an extension, issue a written determination. The determination shall state the reason for the decision and if the determination is a denial of the protest, inform the protesting contractor of its right to file an action in the Commonwealth Court within 15 days of the determination mailing date. The agency head or designee shall send a copy of the determination to the protesting party and any other person determined by the agency head or designee to be affected by the determination.
PART FIVE: REQUIRED CERTIFICATIONS AND ASSURANCES

I. FOR ALL BIDS:

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 of FTA FY 2011 Certifications and Assurances, and shall download the same at: http://www.gpo.gov/fdsys/pkg/FR-2010-11-02/pdf/2010-27563.pdf.

A. Disadvantaged Business Enterprises (DBE) Certification

The vendor will provide products compliant with 49 CFR 26.49 regarding the vehicle manufacturer’s overall DBE goal.

B. Access to Third Party Contract Records

As required by 49 U.S.C. § 5325(g). The VENDOR agrees provide sufficient access to records as needed to assure proper project management and compliance with Federal laws and regulations.

C. Interest of Members of or Delegates to Congress

The vendor certifies that no member of or delegate to the Congress of the United States (US) shall be admitted to any share or part of this contract or to any benefit arising therefrom.

D. Prohibited Interest

The vendor certifies that no member, officer or employee of the Public Body or of a local public body during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

E. Cargo Preference - Use of United States-Flag Vessels

The vendor agrees: a. to use privately owned US -Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the US or within 30 working days following the date of loading for shipments originating outside the US, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor’s bill-of-lading).

F. Energy Conservation

The vendor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

G. No Obligation by the Federal Government

The Purchaser and vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject
to any obligations or liabilities to the Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

The vendor 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. The vendor certifies truthfulness and accuracy of any statement it makes pertaining to the FTA-assisted project. The vendor 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 as deemed appropriate. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement submission, or certification to the Federal Government relating to the FTA-assisted project, per 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, as deemed appropriate.

I. Contract Work Hours

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor & any subcontractor responsible therefore shall be liable for unpaid wages and shall be liable to the United States for liquidated damages which shall be computed for each individual laborer, mechanic, watchman or guard employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day that an individual was required / permitted to work over 40 hours in a workweek without payment of overtime wages required by the clause in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The purchaser shall upon its own action or upon written request of the Department of Labor (DOL) withhold or cause to be withheld, from any money payable for work performed by the contractor or subcontractor under any contract or other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as set-forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall include the clauses set forth in this section and require the same from subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these clauses.

(5) Payrolls and basic records - Payrolls and related basic records shall be maintained by the contractor during the course of the work and preserved for three years thereafter for all laborers and mechanics working at the work site (or under the United States Housing Act of 1937 or the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has
found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records showing that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records of the costs anticipated or actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of registration of apprenticeship programs, certification of trainee programs, registration of the apprentices and trainees, and ratios & wage rates prescribed in applicable programs.

J. Civil Rights

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act (CRA), as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, the vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VI of the CRA, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The vendor agrees to take affirmative action to ensure that applicants are employed & treated during employment without regard to their race, color, creed, national origin, sex or age. Action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. §§623 and 49 U.S.C. §5332), the vendor agrees to refrain from discrimination against present and prospective employees for reason of age and comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act (42 U.S.C. §12112), the contractor agrees to comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. and to comply with any implementing requirements FTA may issue.

K. Altoona Test Certification (for rolling stock purchases) (Check one of the following):

- The vehicle has been Altoona tested, report number:____________________
- The vehicle is exempt from testing IAW 49 CFR 665.
The vehicle is currently being tested at Altoona.

Funds will not be released until the purchasing agency gets a copy of the Altoona test report, as appropriate, per 49 CFR 665.

L. Incorporation of Federal Transit Administration (FTA) Terms
The preceding provisions 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 FTA circular 4220.1F 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 Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any transit agency requests which would cause the transit agency to violate FTA terms and conditions.

M. Application of Federal, State, & Local Laws, Regulations, & Directives (Federal Changes)
The VENDOR agrees that Federal laws and regulations control project award and implementation. The VENDOR understands and agrees that unless the recipient requests FTA approval in writing, the VENDOR may incur a violation of Federal laws or regulations or this agreement if it implements an alternative procedure or course of action not approved by FTA. The VENDOR understands and agrees that Federal laws, regulations, and directives applicable on the date on which Federal assistance is awarded may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date the project agreement is effective, and might apply to that project agreement. The VENDOR agrees that the most recent versions of such Federal laws, regulations, and directives will apply to the administration of the project at any particular time.

N. Right of the Federal Government to Terminate
Upon written notice, the VENDOR agrees that the Federal Government may suspend or terminate all or any part of Federal assistance if terms of the project agreement are violated, if the Federal Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of Federal assistance for the Project, if reasonable progress on the Project is not made, if there is a violation of the project agreement that endangers substantial performance of the Project, or if the Federal Government determines that Federal assistance has been willfully misused by failing to make appropriate use of Project property. Termination of Federal assistance for the Project will not typically invalidate obligations properly incurred before the termination date to the extent those obligations cannot be canceled. The Federal Government reserves the right to require the refund of the entire amount of Federal assistance provided for the Project or a lesser amount.

O. Disputes, Breaches, Defaults, or Other Litigation
The VENDOR agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. Notification to FTA. The VENDOR is aware that recipients of Federal assistance must notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government’s interests in the Project or the administration or enforcement of Federal laws or regulations. If the Federal Government is to be named as a party to litigation for any reason, in any forum, the appropriate FTA Regional Counsel is to be notified in writing before doing so.
b. Federal Interest in Recovery. The VENDOR is aware that the Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery.

c. Enforcement. The VENDOR agrees to pursue its legal rights and remedies available under any third party contract or available under law or regulations.

d. FTA Concurrence. The VENDOR is aware that FTA reserves the right to concur in any compromise or settlement of any claim involving the Project.

e. Alternative Dispute Resolution. The VENDOR is aware that FTA encourages the use of alternative dispute resolution procedures, as may be appropriate.

P. Fly America

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Q. Recycled Products

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR 247.

R. Access for Individuals with Disabilities

The VENDOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The VENDOR also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S. C. § 794, which prohibits discrimination on the basis of disability; with 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; and with 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; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the VENDOR agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis

II. Federal Motor Vehicle Safety Standards (FMVSS) Certification (for rolling stock purchases)

Any vehicles provided by the vendor will comply with all applicable FMVSS. The vendor shall submit 1) manufacturer’s FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer’s certified statement that the contracted buses will not be subject to FMVSS regulations.

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III. REQUIRED CLAUSES FOR BIDS OVER $100,000:

The vendor agrees to include the following in subcontracts exceeding $100,000 financed by the FTA, and certifies the following:

A. Debarment and Suspension

The vendor hereby certifies that it and its principals have not presently or within a three year period been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal agency; and the vendor hereby certifies that it and its principals have not presently or within a three-year period been convicted of or had a civil judgment rendered against them for the commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

B. Clean Water & Air

The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq. The vendor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the FTA and the EPA.

IV. REQUIRED CERTIFICATIONS FOR BIDS OVER $100,000:

The vendor agrees to include the following in subcontracts exceeding $100,000 financed by the FTA, and certifies the following:

A. 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.

☐ 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.

Buy America Certification

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B. Non-Lobbying

The undersigned certifies to the best of his or her knowledge and belief that:
1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, USC. 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.

Lobbying and Disclosure Certification

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V. SPECIAL PROJECT TYPE PROVISIONS - the following addenda are attached and endorsed as appropriate:

- Construction or Architectural & Engineering Projects
- Intelligent Transportation System or Research & Development
- Transit Operations or Management Projects

VI. CERTIFICATION TO PURCHASER:

A. 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.
B. The undersigned vendor certifies that it has read all of the Proposal, Proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

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Description of Commodity or Service

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Is your firm a DBE?  ☐ Yes  ☐ No

If yes, what type?  ☐ Corporation  ☐ Limited Partnership  ☐ Limited Proprietorship
PART SIX INSURANCE REQUIREMENTS

1. **General Insurance Requirements:** The Contractor and any subcontractors shall purchase and maintain in effect during the entire period of this Contract, including any maintenance period thereof, insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Contractor from claims that may arise out of or result from Contractor’s operations whether such operations are performed by Contractor or by a subcontractor or by anyone for whose acts any of them may be liable. All costs associated with these insurance coverage’s are the sole responsibility of the Contractor.

1.1 **Additional Insured:** The Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to name TAPS, its directors and employees as additional insured regarding Contractor’s operations in performance of this Contract.

1.2 **Waiver of Subrogation:** The Commercial General Liability Commercial Automobile Liability and Workers’ Compensation and Employers’ Liability, shall be endorsed to provide a waiver of subrogation in favor of TAPS, its officers, trustees, directors and employees.

1.3 **Coverage Primary:** Such insurance as is provided therein shall be primary and non-contributing with any other valid and collectible insurance available to TAPS. The limits of liability required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amounts required below.

1.4 **No Commencement Without Coverage:** The Contractor shall not commence work at the site under this Contract until he/she has obtained all required insurance and until such insurance has been approved by TAPS. Contractor shall not allow any subcontractor to commence work until all similar required insurance has been obtained and approved. Approval of the insurance by TAPS shall not relieve or decrease the liability of the Contractor hereunder.

1.5 **Certificates:** Two (2) copies of the certificate of insurance evidencing insurance coverage as required shall be furnished to the Contracting Officer prior to commencement of work and within ten (10) calendar days after the date of Notice of Award. CERTIFICATES SHALL BE PROVIDED BY CONTRACTOR AND ANYONE INVOLVED IN THE PERFORMANCE OF WORK UNDER THIS CONTRACT (not otherwise included under Contractor’s coverage), INCLUDING ALL SUBCONTRACTORS. All certificates from Contractor and any subcontractors must be issued reflecting TAPS as the certificate holder. All Certificates of Insurance shall reflect the TAPS project number and the name of the Contracting Officer. Failure to furnish the required certificates of insurance within the time allowed shall not be considered cause for modification of any contractual time limits. All policies of insurance presented, as proof of compliance with the above requirements shall be on forms and with insurance companies approved by TAPS. All such insurance policies shall be provided by insurance companies having a Best’s rating of B+ rating or greater: VI or greater (B+:VI) as shown in the most current issue of A.M.Best’s Key Rating Guide. Policies of insurance issued by insurance companies not rated by Best’s or have a Best’s rating lower than B+:VI will not be accepted as complying with the insurance requirements of the Contract unless such insurance companies are approved in writing prior to the award of the Contract. Certificate of insurance shall contain transcripts from the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location and the cancellation clause as required below.

1.6 **No Lapse or Cancellation:** The Contractor and any subcontractor shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall include a clause to the effect that the policy shall not be canceled, reduced, restricted, or limited until thirty (30) days after TAPS has received written notice as evidenced by return receipt of registered or certified letter. In the event of cancellation
or lapse of insurance, the Contractor shall notify TAPS immediately and unless otherwise directed by TAPS, shall cease work until evidence of acceptable insurance coverage is supplied to TAPS.

1.7 Breach: Failure to maintain insurance coverage as required herein shall constitute a material breach and default.

1.8 Self Insurance: The Contractor’s insurance requirements as outlined herein may be self insured as long as the Contractor is in compliance with the State of Texas requirements for self insurance and subject to approval and review or audit by TAPS to verify the Contractor’s financial stability. Audited Financial Statements as well as self-insured certificates must be approved by TAPS prior to acceptance of self-insurance and prior to commencement of work. The Contractor’s liability is not limited by the amount of insurance carried or by its self-insurance.

2. Specific Insurance Limit Requirements:

2.1 Commercial General Liability, including bodily injury, property damage, personal injury, contractual liability and independent contractors. Such coverage shall be on the occurrence form with limits as follows:

- General Aggregate $1,000,000
- Products/Completed Operations Aggregate $2,000,000
- Personal/Advertising Injury $1,000,000
- Each Occurrence $1,000,000
- Fire Damage $50,000
- Medical Expense $5,000

2.2 Worker’s Compensation and Employers Liability covering Licensee’s employees with limits as follows:

- Worker’s Compensation Employer’s Liability Statutory
- Each Accident $500,000
- Disease – Policy Limits $500,000
- Disease – Each Employee $500,000

2.3 Commercial Automobile Liability for all owned, non-owned and hired vehicles with limits as follows:

- Combined Single Limit $1,000,000

2.4 Professional Liability: Coverage is required for professional liability, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission, with limits not less than:

$1,000,000 per claim
PART SEVEN – REQUIRED FORMS

The forms listed below must be completed and submitted with the proposal submission in Tab Six

- Addendum Acknowledgement Form, if applicable
- Business Questionnaire
- Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
- Non-Collusion Affidavit
- Drug Free Workplace Certification
Addendum Acknowledgement Form

This Addendum Acknowledgement Form must be completed, properly executed, and submitted as a required element of the Proposal/Proposal Submission. Failure to complete, sign, and submit this Addendum Acknowledgement Form as part of the Proposal/Proposal Submission will be grounds for rejection of the proposal/proposal, as determined by TAPS.

ACKNOWLEDGEMENT OF ADDENDA

The following form shall be completed and included in the Proposal/Proposal.

ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No. ___________________ Dated ___________________

Addendum No. ___________________ Dated ___________________

Addendum No. ___________________ Dated ___________________

Addendum No. ___________________ Dated ___________________

Addendum No. ___________________ Dated ___________________

Offeror: _______________________________________

Name

____________________________________

Street Address

____________________________________

City, State, Zip

____________________________________

Signature of Authorized Signer

____________________________________

Title

____________________________________

Phone

____________________________________

Email Address
BUSINESS QUESTIONNAIRE:  
DETERMINATION OF RESPONSIBILITY/NON-RESPONSIBILITY

1. Name of Contractor ("Business", herein):  

   ________________________________________________________________
   Business As: ____________________________________________ (other business name, if applicable)

2. Business Mailing Address:  
   City:   State: Zip Code: ____________

3. Business Telephone Number: (     ) Fax Number: (     ) _________

4. Business Type: Individual   Corporation   Partnership   _Joint Venture

5. Number of Years in Business:____________________________________

6. Average Gross Receipts of Proposer for the past three years: (M represents Millions)
   $1M or Less   $1M-$5M   $5M-$10M   $10M-$16M __$16M or Over

7. Number of Employees:  
   100 or less   101-500   501-750   751-1,000   __1,001 or over

8. Is Business a DBE firm?    Yes    No  SBE firm?    Yes    No

9. Is Business Owned by Minority Ethnicity?    Yes    No

     Asian Pacific American   Subcontinent Asian American   Other

11. Woman Owned?  Yes No

12. Physically Challenged?  Yes No

13. Type of Work Performed: Construction   Wholesale/Distributor   Manufacturing  
    __Professional Service   __Retail   _ General/Technical Service

14. Please provide a brief description of your materials and/or services:

   ________________________________________________________________
   ________________________________________________________________

15. Is the Business a subsidiary of another entity?   Yes    No
16. Has the Business, or any officer or partner thereof, failed to complete a contract?  
   __Yes      __ No

17. Is any litigation pending against the Business?  Yes   No

18. Has the Business ever been declared "not responsible"?  Yes   No

19. Has the Business been debarred, suspended, proposed for debarment, and declared ineligible, voluntarily excluded or otherwise disqualified from proposing, bidding or contracting?  Yes   No

20. Has the Business been a defaulter, as principal, surety or otherwise?  Yes   ___ No

21. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default?  Yes   No

22. Is the Business in arrears upon a contract or debt?  Yes   No

23. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract?  Yes   ___ No

24. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason?  ___ Yes   No

25. If a "yes" response is given under questions 14 through 23, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). TAPS reserves the right to inquire further with respect thereto.

26. List the name and business address of each person or legal entity which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

27. Provide a listing of the business names and addresses of all present clients.
27. Name of principal financial institution for financial responsibility reference.

Name of Bank:

Address:

City and State:

Officer familiar with Proposer's account:

Federal Taxpayer I.D. number:

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) TAPS will have the grounds to terminate any or all contracts which TAPS has or may have with the business; 2) TAPS may disqualify the business named above from consideration for contracts and may remove the business from TAPS’s Proposers list; or/and 3) TAPS may have grounds for initiating legal action under federal, state or local law. **Note: This questionnaire is also a certification form; the information requested will be used to determine small business status as per 13 CFR Part 121. Additionally, this information will allow TAPS to report the amount of subcontracting activity for TAPS.**

Printed Name: Title: ____________________________

Signature of Owner: Date: ____________________________

Email address: ____________________________________________

(Owner, CEO, President, Majority Stockholder or Designated Representative)

Questions about this document should be directed to the Procurement Officer.
CERTIFICATION OF SUSPENSION AND DEBARMENT

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

I, the undersigned agent for the firm named below, certify that neither the firm nor its principals are suspended or debarred by a Federal agency.

COMPANY NAME:_____________________________________________________

Firm’s Federal Tax ID Number:__________________________________________

Signature of Company Official:__________________________________________

Printed name of company official signing above:__________________________

Date Signed:__________________________________________________________
LOBBING RESTRICTION CERTIFICATION

NON-COLLUSION AFFIDAVIT

This affidavit must be completed and submitted with the proposal

The authorized representative for proposer, ___________________________, being first duly sworn, deposes and says that he or she is of the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

____________________________________________
Signature of Authorized Company Representative

____________________________________________
Name and Title of Authorized Company Representative

_____________________
Date

Subscribed and sworn to before me on _______________________ (Date)

________________________________
(Notary Seal) Signature Notary Public
DRUG FREE WORKPLACE CERTIFICATION

COMPANY/ORGANIZATION NAME

DATE

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 and Federal Regulations Title 49, Subpart F, Section 32.635 in matters relating to providing a drug free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all the following:
   (a) The dangers of drug abuse in the workplace
   (b) The person’s or organization’s policy of maintaining a drug-free workplace.
   (c) Any available counseling, rehabilitation and employee assistance programs, and Penalties that may be imposed upon employees for drug abuse violations.

Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
   (a) Will receive a copy of the company's drug-free policy statement; and,
   (b) Will agree to abide by the terms of the company’s statement as a condition of employment on the contract or grant.
APPENDIX 1: PRICE PROPOSAL FORMAT
APPENDIX 2: STANDARD OPERATING PROCEDURES
STANDARD OPERATING PROCEDURES

Following Notice to Proceed, the Contractor is required to develop and produce an approved set of standard operating procedures (SOP) including performance measures for the following Bus Operations functions in accordance with the schedule located in Part Two – Scope of Work, Section G. While this Appendix is intended to provide an overview of the expectations for the minimum requirements of the SOPs, this list is not all inclusive. The Contractor is responsible for coordinating with appropriate TAPS staff and TMS staff to determine the requirements needed to fulfill the Scope of Work, establish objectives and develop SOPs for submission to and approval by TAPS.

1. Management Plan

The Contractor shall provide a Management Plan for this contract. A Management Plan is a blueprint for how Bus Operations functions day-to-day. The Management Plan shall address the following at a minimum:

1. A good Management Plan will define how Bus Operations functions to contribute to the TAPS vision, mission, and core values. By developing a plan that is consistent with the TAPS mission, the Contractor can be clear on its management philosophy and communicate this with clarity to its staff, customers, and the community as a whole.

2. The Management Plan will address the following:
   a. Clarify the roles and responsibilities of everyone in the organization supporting the Scope of Work.
   b. Divide the work of the organization in reasonable and equitable ways, so that everyone's job is not only defined, but feasible.
   c. Reflect reporting responsibilities and define supervisory relationships
   d. Define accountability, both internally and externally.
   e. Ensure that necessary tasks are assigned to the appropriate staff members, and create a time schedule to confirm the tasks are accomplished.
   f. Ensure the staff have adequate resources (training, professional development, mentoring) to accomplish the necessary tasks.

3. An overall organizational chart for Bus Operations including staffing requirements. The organization chart should correctly reflect lines of authority and reporting relationships.

4. The organizational chart shall start at the corporate level and continue down to the lowest reporting level. The chart shall indicate the number of each type of position. This chart shall identify all required personnel (i.e. operators, mechanics, dispatchers, road supervisors, administrative employees, etc.) by part-time and full-time status for the service plan.

5. Job descriptions and qualifications for each position on the organization chart.

6. Clear explanation of the job duties and lines of authority for each manager and supervisor.

7. Policies and procedures for each management area (these may refer to other SOP).

8. Plan to recruit, hire and train sufficient qualified personnel to fill supervisory and management positions.

9. Documentation to demonstrate that the Contractor possesses sufficient organizational resources and experience to address, among other things, turnover, absenteeism and other unanticipated issues and challenges.

10. Describe the process to request and schedule Corporate Support and Technical Assistance.

11. Describe internal audit and cost control procedures for management functions.

12. Define the Contractor’s performance monitoring system and performance indicators to ensure compliance with the Management Plan.
2. **Operations Plan**

The Contractor shall provide an Operations Plan for the Contract. The Contractor shall describe the strategy for implementing service that meets TAPS’s requirements for all services, including procedures to ensure quality service delivery, road supervision, dispatching, customer service, paratransit reservation scheduling, regulatory compliance and any other procedures that will be utilized by the Contractor. The following should be the minimum included in the Operations Plan in addition to any other elements that the Contractor deems significant for meeting the service requirements and expectations of TAPS:

1. Describe the methodology that the Contractor will use to ensure effective and efficient service delivery and quality control of the daily operations of the services. The described methodology shall include, but is not limited to, proposals for maintaining on-time performance, trip negotiations, minimizing trip refusals, missed trips and no-shows while ensuring the provision of excellent customer service. Identify any new strategies or methods by which the Contractor may achieve more efficient and cost effective services.

2. Provide the number of dispatchers and road supervisors for all services recommended to ensure coverage during all hours of Revenue Service. Road Supervisors shall be in numbers sufficient to respond to any incident/accident within a maximum of 20 minutes of the call during revenue operating hours.

3. Describe the process used to determine and maintain an optimal number of extra-board drivers needed to protect service delivery.

4. Provide a comprehensive “Operator Manual” that addresses the following in detail:
   a. Operator Qualifications (job description, training requirements, evaluation/discipline process, licensing requirements, minimum guidelines for performance, etc.)
   b. Operator Duties (including pre & post trip inspections, dress code, incident/accident reporting, mileage and hours reporting, and passenger counts)
   c. General Rules and Policies (work rules, personnel policies including absenteeism and extra-board procedures, procedures such as transfers and fare collection, procedures for taking vacation/sick time, substance abuse awareness, employee benefits/assistance program, traffic/safety rules, late/missed trip policies, procedures for communication between operators and management on new operational policies, any other topic required by local, state or federal laws/regulations)
   d. Vehicle Orientation (Standard Operating Procedures including public address system, electronic headsigns, wheelchair lift operation, kneeling, radio/communication procedures, safety policies while on duty on TAPS property and vehicles, driving theory on defensive driving and accident avoidance, disability awareness/sensitivity and methods for assisting passengers with disabilities, and all other policies/procedures critical for the efficient and safe operation of TAPS equipment)
   e. The Contractor shall ensure that the Chief Operating Officer has a copy of the most current “Operator Manual” at all times.

5. List any new technology the Contractor recommends for delivering services and managing operations, and describe how the specified technology would:
   a. Contribute to the efficiency and effectiveness of the system;
   b. Minimize operating costs;
   c. Improve performance reporting to TAPS;
   d. Enhance the customer experience;
   e. Maximize employee productivity, etc.
   f. The Contractor shall also provide information on useful life and replacement schedule(s) for any technology proposed and/or purchased.
6. Describe internal audit and cost control procedures for all services.
8. Define the monthly reporting format (dashboard) for Key Performance Indicators and System Standards reported to the TAPS Board and customers.

3. Recruitment and Retention Plan

The Contractor shall provide a Recruitment and Retention Plan for this contract, which includes Equal Employment Opportunity compliance, personnel recruitment, employment, and retention. The Recruitment and Retention plan will outline the plan and measures the Contractor will take to hire and maintain staff at the appropriate levels. The Recruitment and Retention plan must also include:

1. Plans for recruiting and hiring personnel, including staff responsibility and a timeline.
2. The methods for hiring staff, communicating and managing employee performance to ensure a motivated, customer-focused, and high performing work force.
3. Leadership development and training to promote growth opportunities within the organization.
4. The general terms of employment. The terms must include, but are not limited to, the following:
   a. Rate of pay for each job category (excluding management and supervisory staff)
   b. Benefits plan
   c. Vacation entitlement
   d. Wages and benefits scale for length of service (if applicable)
   e. Provisions for seniority
   f. Probationary period
5. Procedures for terminating employees for cause.
6. Procedures for documenting reasons for voluntary termination by employees, evaluating need for corrective action and a plan for employee retention.
7. Define the Contractor’s performance monitoring system and performance indicators to ensure compliance with the Recruitment and Retention Plan.

4. Drug and Alcohol Policy and Program

The Contractor shall provide a Drug and Alcohol Policy and Program Plan for this contract consistent with U.S.DOTDrugRegulations,as specified in 49CFR40and49CFR653. The Drug and Alcohol Policy and Program should address at a minimum:

1. Policy consistent with USDOT requirements
2. Procedures for Transportation Workplace Drug and Alcohol Testing Program
3. Delegation of authority and responsibility; processes and procedures for pre-employment tests, following an incident, for cause
4. Collection sites, forms, equipment and supplies
5. Drug and alcohol testing laboratories
6. Medical review officers and the verification process
7. Questions and Answers for typical problems in drug and alcohol testing program that will help to guide employees responsible for executing the procedures consistent with policy
8. Return-to-duty process
9. Confidentiality and release of information
10. Define the Contractor’s performance monitoring system and performance indicators to ensure compliance with the Drug and Alcohol Program.

5. Labor Management Plan

The Contractor shall provide a Labor Management Plan for this contract consistent with the Collective Bargaining Agreement and 13c provisions. The Labor Management Plan will demonstrate the Contractor’s understanding of, and commitment to, equitable labor management practices, Equal Employment Opportunity, and non-discrimination in the provision of public transit services. The Labor Management Plan should address at a minimum:

1. The Labor Management Plan will address the Contractor’s duties and responsibilities including, but not limited to, labor relations training for staff, grievance investigation, arbitration services, negotiation preparation, negotiating labor agreements and contract compliance and administration.

2. The Contractor is responsible for all investigations surrounding grievances filed by employees. The Labor Management Plan should address the procedures for such investigations and the responsibility for the General Manager to notify the TAPS Chief Operating Officer and TAPS President of the outcome of any third-step grievance.

3. The Labor Management Plan should also address procedures and training to minimize or eliminate the risk of a job discrimination complaint by any employee with the Equal Employment Opportunity Commission (EEOC).

4. The Labor Management Plan should address training needed or requested relative to contract administration, employee counseling, and general employee relations.

5. Define the Contractor’s performance monitoring system and performance indicators to ensure compliance with the Labor Management Plan.

6. Payroll and Benefits Administration Procedures

The Contractor shall provide Payroll and Benefits Administration Standard Operating Procedures for this contract. The Contractor shall describe the strategy for implementing Payroll and Benefits Administration Procedures that ensure adherence to all TAPS policies, procedures, and requirements identified in Scope of Work. Additionally, the Plan must demonstrate adherence to all local, state, and federal laws related to payroll and benefits administration. At a minimum, Payroll and Benefits Administration Procedures must address:
6.1 Payroll Administration
a. Maintain payroll information by designing systems; directing the collection, calculation, and entering of data
b. Update payroll records by reviewing and approving changes in exemptions, insurance coverage, savings deductions, and job titles.
c. Pay employees by directing the production and issuance of paychecks or electronic transfers to bank accounts
d. Update payroll records by reviewing and approving changes in exemptions, insurance coverage, savings deductions, and job titles.
e. Pay employees by directing the production and issuance of paychecks or electronic transfers to bank accounts
f. Adhere to all local, State, and Federal laws related to payroll administration
g. Determine payroll liabilities by approving the calculation of employee federal income and social security taxes, and employer’s social security, unemployment, and workers compensation payments
h. Balance the payroll accounts by resolving payroll discrepancies
i. Provide payroll customer service by answering questions and requests and resolving problems
j. Maintain payroll staff by recruiting, selecting, orienting, and training employees.
k. Maintain professional and technical knowledge by attending educational workshops; reviewing professional publications; establishing personal networks; participating in professional societies.
l. TAPS reserves the right to audit the accuracy and performance of functions performed by payroll administration staff

6.2 Benefits Administration
a. Research employee benefit plans and vendors to identify those that present the best value.
b. Serve as primary contact for plan vendors and third party administrators. Determine the best plan options by working with the Third Party administrators. Coordinate transfer of data to external contacts for services, premiums and plan administration. Work effectively to make sure the plans run smoothly. Investigate discrepancies and provide information in non-routine situations
c. Adhere to all local, State, and Federal laws related to benefits administration
d. Evaluate and revise internal processes to reduce costs and increase efficiency
e. Document and maintain administrative procedures for assigned benefit processes
f. Develop long-range objectives regarding benefit programs in conjunction with the TAPS benefits team
g. Coordinate daily benefit processing
h. Provide benefits customer service by answering questions and requests and resolving problems
i. Maintain benefits staff by recruiting, selecting, orienting, and training employees.
j. Maintain professional and technical knowledge by attending educational workshops; reviewing professional publications; establishing personal networks; participating in professional societies.
k. TAPS reserves the right to audit the accuracy and performance of functions performed by benefits administration staff
The Contractor will recommend a performance monitoring system and performance indicators to ensure compliance with the Payroll and Benefits Administration Procedures.

7. **Staff Training Program**

The Contractor shall provide a Staff Training Plan for this contract for all management, supervisory, maintenance, customer service and operational staff. The Staff Training Program should include, but is not limited to: Customer Service training, Software/Computer training, Safety and security training, Operations training and re-training, Training Calendar and Frequency, Employment training and education.

7.1 **Training Requirements**

The comprehensive Staff Training Program must address the following training requirements:

a. Describe training requirements for mechanics, service, and cleaning personnel. Indicate how and where vehicle maintenance training will be provided.

b. Describe how dispatchers, schedulers and reservationists will be trained to use programs to dispatch and schedule ADA paratransit rides and track data, as required by TAPS, in the most efficient manner that will maximize productivity and/or service quality.

c. Submit a calendar of classes showing how the Contractor will meet the minimum hours of operator training requirement. This calendar must also show how the Contractor will meet the minimum number of operators for start-up.

d. Submit a sample of the classroom training program content and the behind-the-wheel program content in outline form. Provide sample documentation of course material currently used for operator instruction. Submit an outline, or current procedure, used for on-going/refresher training of operators.

e. Indicate the number of operator instructors that will be required to complete start-up and ongoing training, for both classroom and behind-the-wheel instruction (indicate temporary start-up training personnel vs. permanent training personnel). Indicate which of the Contractor’s instructors are local and familiar with the geographic area of TAPS and routes proposed.

f. Indicate all other training requirements that the TAPS anticipates for start-up (i.e. dispatchers, road supervisors, support staff, etc.).

g. Provide documentation that the training program is designed to meet the FTA Security Awareness Training requirements.

7.2 **Software/Computer Training**

Provide a list of all personnel positions who will be computer fluent, the computer programs/applications in which they will be fluent, and how individuals in these positions shall be adequately trained to ensure uninterrupted performance of duties and responsibilities as expected by TAPS. TAPS realizes that “computer fluency” may be taught, and the Contractor may propose to train individuals to acquire basic computer skills and fluency for certain positions; however, TAPS will not excuse Contractor from its obligations under the contract in such situations.

a. At a minimum, “fluency” shall include a working knowledge of MS Word, MS Excel, how to navigate the internet, and how to perform data input (to meet the reporting requirements included in this RFP).
b. For Dispatchers, Schedulers and individuals managing fixed route and paratransit operations, “fluency,” at a minimum, shall include the aforementioned computer skills, as well as a working knowledge of RouteMatch for paratransit service, unless otherwise waived by the TAPS.

7.3 Customer Service Training
The Contractor shall provide a Customer Service Training Plan for this contract which outlines the customer service and sensitivity training requirement for all employees. The Contractor will recommend a performance monitoring system and performance indicators to ensure compliance with the Staff Training Program.

8. Safety and Security Program/Plan

8.1 Training Requirements
The comprehensive Safety Program/Plan must include the following:

a. A summary copy of Contractor’s Safety Program. The Safety Program may include customer relations, defensive driving, refresher training, safety meetings, safety incentives, etc.

b. A summary copy of the Contractor’s emergency response plan for Hazardous Materials for both the operational facility site and on-street incidents.

c. Explain the Contractor’s approach to maintaining safe bus facilities, stops and passenger amenities maintained by the Contractor.

d. A description of how the Contractor will report all vehicular collision, accidents, and incidents involving any TAPS-owned vehicle or passenger injuries on any TAPS-owned vehicle or facility to the TAPS Chief Operating Officer. Contractor will investigate all incidents to determine whether the event was preventable or not using industry standards.

8.2 Emergency Management Procedures
Emergency Management Procedures shall describe operations in the event of, among other things, a labor strike or other concerted work action, severe labor shortage, fuel disruption, natural or manmade disaster, or other catastrophic incident that might significantly disrupt bus operations. Emergency Management Procedures shall be reviewed annually and updated as circumstances warrant.

8.3 Facility Safety & Security Procedures
Contractor shall develop a fire and emergency evacuation plan in accordance with local ordinances for the Bus Operations and Call Center facilities. Procedures shall include Contractor’s plan for cooperation with law enforcement agencies and/or TAPS contracted security services with respect to security activities on TAPS vehicles and in TAPS facilities.

8.4 System Operations Safety & Security Procedures
The Contractor will develop, implement, and maintain System Operations Safety and Security Procedures. The Procedures must address accident investigations and prevention, criteria used to determine preventability, retraining guidelines and procedures, periodic safety meetings, and participation in safety organizations. The Procedures must also include a comprehensive security procedures encompassing personnel, facility, and site management in conjunction with emergency planning and response procedures.

8.5 Training and Retraining Program
Contractor shall develop, implement, and maintain a formal Training and Retraining Program for all employees and vehicle operators and other operations personnel. The Contractor shall implement its training plan and program in a way that will assure that vehicle operator training is not conducted during peak service hour periods or at other times which might affect on-time revenue service.

8.6 Method of Reporting and Tracking Incidents
Contractor’s Method of Reporting and Tracking Incidents shall comply with all accident reporting and investing procedures established by TAPS or required by federal, state, or local laws and regulations.

The Contractor will recommend a performance monitoring system and performance indicators to ensure compliance with the Staff Training Program.

9. Risk Management Procedures
The Contractor shall provide Risk Management Procedures for this contract which documents the processes, tools and procedures that will be used to manage and control those events that could have a negative impact on TAPS Bus Operations. The Risk Management Procedures must address incident investigation and claims administration procedures.

The Contractor will recommend a performance monitoring system and performance indicators to ensure compliance with the Risk Management Procedures.

10. Cash Handling Procedures
The Contractor shall provide Cash Handling Procedures for this contract which include, but are not limited to:

a. On-vehicle fare collection and verification
b. Point of sale transactions
c. Fraud and theft prevention
d. Reconciliation
e. Cash counting, reporting and tracking

Procedures shall detail how the Contractor will confirm accuracy and maintain completed documentation of all financial transactions of Bus Operations as required by TAPS for the aforementioned functions.
The Contractor will recommend a performance monitoring system and performance indicators to ensure compliance with the Staff Training Program.

11. **ADA/Paratransit Procedures and the Certification and Appeals Process**

The Contractor shall implement the TAPS Access Policies and Procedures.

11.1 **FTA Regulations for ADA Complementary Paratransit**

The Contractor will be held accountable for ensuring that all ADA services meet the minimum requirements of FTA Regulations, summarized below.

<table>
<thead>
<tr>
<th>Category</th>
<th>ADA Complementary Paratransit Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service area</td>
<td>Operate within ¾ mile of a local fixed-route</td>
</tr>
<tr>
<td>Hours and days of service</td>
<td>Operate during same days and hours as fixed-route</td>
</tr>
<tr>
<td>Advance reservation</td>
<td>Accept advance reservation at least a day in advance</td>
</tr>
<tr>
<td>Trip purpose</td>
<td>Serve requests for all trip purposes</td>
</tr>
<tr>
<td>Without capacity constraints</td>
<td>Operate without a substantial number of untimely pick-ups, missed trips, excessive trip-lengths and telephone hold-times</td>
</tr>
<tr>
<td>Fares*</td>
<td>Fare no more than twice the base non-discounted adult fare for fixed-route</td>
</tr>
</tbody>
</table>

*The TAPS Board is responsible for setting fares

The Contractor will provide standard operating procedures to ensure compliance with the minimum requirements of FTA Regulations for ADA complementary paratransit and the TAPS Access Policies and Procedures.

11.2 **Passenger Eligibility Certification**

The Contractor will also document the ADA passenger eligibility certification process. The recommended eligibility certification process will be subject to approval by TAPS. At minimum, the following must be addressed in the procedures:

a. Factors must be considered in determining ADA
b. Application for certification and required documentation
c. Screening and evaluation of the application
d. Additional information that may be required, including a personal interview or functional assessment
e. Eligibility status (Unconditional or Conditional; Temporary)
f. Communicating with the customer
g. Appeals process
h. Skills and qualifications for the staff assigned to conduct eligibility assessments

The procedures shall address the procedures for all paratransit passengers with disabilities who apply for ADA certification.

11.3 Staff Qualifications and Training

The Contractor will document required training for the staff responsible for conducting eligibility screening and evaluation according to the approved certification process.

The Contractor will recommend a performance monitoring system and performance indicators to ensure compliance with the ADA/Paratransit Certification and Appeals Process.

13. Records Retention Policies and Procedures

The Contractor shall provide Records Retention Policies and Procedures for this contract detailing how the Contractor will keep and maintain all records reflecting the operation of the system in conformity with the requirements of this Contract and consistent with TAPS policies and approved Contractor SOPs. Policies and Procedures shall include maintenance and accessibility of all data, documents, reports, records, contracts, plans and supporting materials relating to services provided throughout the course of the Contract and for three (3) years thereafter.

The Contractor will recommend a performance monitoring system and performance indicators to ensure compliance with the Records Retention Policies and Procedures.
ATTACHMENTS

All attachments are provided as separate documents due to size.

1. System Design Standards
2. Access ADA/Paratransit Policy
3. Fleet Inventory
4. Current Staffing Structure
5. Current Management Contract
6. Current FT Benefits Plan and Program Non Union
7. Current TMS Benefits Plan and Program Union
8. Current Employee Benefits Census
9. Collective Bargaining Agreement
10. Employee Personnel Manual
11. Operator Handbook
12. Operator Job Description
13. Layout of Bus Operations and Maintenance Facility
14. TAPS Records Retention Policy
15. Safety Procedures
16. TAPS's Travel Policy
17. TAPS DBE Program
10. Receive an update and Take Action to start the Public Process to modify existing and add additional Fixed Routes for the City of McKinney
Zak Kerfai, Grants & Planning Director
11. **Consent Items:** The following items on the consent agenda are considered to be routine by TAPS and will be enacted with one motion. There will not be separate discussion of these items unless a board member so requests, in which event they will be removed from the general order of business and considered in normal sequence.

   Teresa Foster, CFO

B) Receive Ridership Report and Accept For Month of January, February, and March 2014
   Tim Patton, COO

C) Consider and Take Action to issue an IFB for Office Supplies
   Teresa Foster, CFO
TEXOMA AREA PARA TRANSIT SYSTEM, INC.
BOARD FINANCIAL REPORT REVIEW

REPORTING PERIOD: January-14
Overall percentage of budget is 33%

REVENUE

EXPENSE

END OF MONTH TOTALS

Farebox History

December fareboxes

Page 109

Jan 2014 Financial Report
TEXOMA AREA PARA TRANSIT SYSTEM, INC.
BOARD FINANCIAL REPORT REVIEW

REPORTING PERIOD: February-14
Overall percentage of budget is 42%

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Farebox History
TEXOMA AREA PARA TRANSIT SYSTEM, INC.
BOARD FINANCIAL REPORT REVIEW

REPORTING PERIOD: March-14 Overall percentage of budget is 50%

REVENUE

EXPENSE

END OF MONTH TOTALS

Farebox History

January '13: 19,613
February '13: 15,718
March '13: 17,887
April '13: 20,526
May '13: 22,920
June '13: 17,944
July '13: 27,385
August '13: 28,889
September '13: 33,705
October '13: 44,360
November '13: 40,583
December '13: 44,655
January '14: 28,121
February '14: 36,609
March '14: 39,849
# TAPS Ridership Data FY 2013-2014

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<tr>
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<th>DEC</th>
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<th>FEB</th>
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# TAPS Historical Ridership Data FY 2012-2013

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</table>
INVITATION FOR BID

Texoma Area Paratransit System, Inc.
3400 Texoma Parkway
Sherman, Texas 75090
Phone: (903) 893-4601/Fax: (903) 893-4766
www.tapsbus.com

OFFICE SUPPLIES
Bid Number: TAPS1402

Contract Term: JULY 1, 2014 THROUGH JUNE 30, 2015
Contract Renewal: Possible four (4) one-year term periods.

Bid Issue Date: Date
Jennifer Wright, CPPO Phone: 903-868-9192
Procurement Officer E-Mail: jenniferwright@tapsbus.com

The purpose of this bid is to seek competition among competitors and to establish/award a term and supply contract for the furnishing of Office Supplies between Texoma Area Paratransit System, Inc., herein referred to as (“TAPS”) and the undersigned, herein referred to as the (“Vendor”), collectively referred to as the “parties”. The term “offer” as used herein refers to the Vendor’s offer made in response to this Bid Number. The contract shall be in accordance with the terms, conditions and specifications set forth in this solicitation and the parties agree as follows in consideration of the mutual covenants contained herein.

Bid Closes: Friday, Date @ Time AM Local Time (Central)
Bids MUST be submitted prior to the closing date and time to be eligible for consideration. Bids will be publicly opened and read at Time AM Local Time (Central). Bids received after the deadline designated shall not be considered.

Return Bid To: Texoma Area Paratransit System, Inc.
3400 Texoma Parkway
Sherman, TX 75090

For all questions regarding this Invitation for Bid, herein referred to as an (“IFB”) contact Jennifer Wright at 903.868.9192 or by E-Mail to jenniferwright@tapsbus.com.

From the date this IFB is issued until an award is made, ABSOLUTELY NO COMMUNICATION WITH THE DEPARTMENT STAFF IS ALLOWED! If communication is required between potential vendors and individuals employed by TAPS regarding this IFB it is restricted to written communication with the Procurement Officer.

Timeline Schedule:

<table>
<thead>
<tr>
<th>Ifb Issue Date</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ifb Due Date</td>
<td>Date @ Time AM - CST</td>
</tr>
<tr>
<td>Bid Evaluation</td>
<td>Date</td>
</tr>
<tr>
<td>Award Date</td>
<td>Date</td>
</tr>
<tr>
<td>Contract Term</td>
<td>July 1, 2014 Through June 30, 2015 w/possible four (4) one-year renewals</td>
</tr>
</tbody>
</table>
NOTE: This timeline may change if needed, but TAPS will make every effort to stay within this schedule.

**Preparation of Bids:** The bid shall be legibly printed in ink or typed. The bid shall be legally signed and shall include the complete address of the bidder.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

TAPS is tax exempt and **taxes shall not be included** in bid prices. A Sales and Use Tax Exemption letter will be provided upon request.

All bids must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has legal authorization to bind the bidder. By signing the Offer to Contract/Signature Page, bidder certifies: The submission of the offer did not involve collusion or other anti-competitive practices. The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

Unless otherwise stated by the bidder, the bid shall be considered as being in accordance with TAPS’s applicable standard specifications, and any special specifications outlined in the bid document.

All deliveries shall be F.O.B. Destination (TAPS’s delivered location specified herein) and all Freight and applicable Fuel Surcharges shall be included in bid prices.

TAPS shall not be responsible for any costs the vendor might incur as the result in the preparation and/or submittal of their bid response.

A responsive bid shall substantially conform to the requirements of this Invitation For Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include “price in effect at the time of delivery,” and c) bids made contingent upon award of other bids currently under consideration.

**Bid Submission:** Bids must be submitted prior to Time AM-CST on or before Date by mail or messenger to the following address:

Texoma Area Paratransit System, Inc.  
Procurement Department  
3400 Texoma Parkway  
Sherman, Texas 75090

Bids will be accepted at the above address until date and time specified above, and will be publicly opened and read aloud at Time AM local time (Central). Bids received after the deadline designated shall not be considered.

All bids shall be tightly sealed in an envelope and plainly marked with the Invitation for Bid number, due date, and the bidder’s name and address. **Telephone, E-Mailed or Faxed Bids will not be accepted!**
By submitting a bid you offer to enter into the proposed contract and your offer is not revocable for ninety (90) days following the response deadline indicated herein.

All bids submitted in response to this invitation for bid shall become the property of TAPS and will be a matter of public record available for review.

Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

Vendors are invited to be present at the opening of bids. After the official opening of bids, the amount of time necessary for bid evaluation may vary and is determined solely by TAPS. Normally a period of not less than one week is necessary. Following the bid award, all bids submitted are available for public review.

**Bid Evaluation/Contract Award**

In awarding the contract, the bid award will be based on the best price as perceived by TAPS and most responsive bid (No Split Awards). In the event of a tied bid, the tied bidder’s names will be placed in a box and one bidder name will be drawn and awarded the contract.

To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

TAPS reserves the right to reject all or parts of bids, to waive technical defects in bids, and to select the bid deemed most advantageous to TAPS.

The Term and Supply Contract award will be made no later than Date by means of an award letter sent from TAPS.

**PROTESTS**

Who May File the Protest. A offeror or prospective offeror or prospective contractor who is aggrieved in connection with the Request for Proposals (RFP) or award of the contract may file a protest. No protest may be filed if the Request for Proposals (RFP) is cancelled or if all Proposals received in response to the RFP are rejected.

Place for Filing. A protest must be filed with the Issuing Office identified in the RFP.

Time for Filing.
- A prospective offeror who is considering filing a Proposal must file the protest within seven (7) days after the prospective offeror knew or should have known of the facts giving rise to the protest, but in no event later than the Proposal submission deadline specified in the RFP.
- A protest filed by a offeror who submits a Proposal must be filed within seven (7) days after the protesting offeror knew or should have known of the facts giving rise to the protest, but in no event may a offeror file a protest later than seven (7) days after the date the notice of award of the contract is posted on the TAPS website.
- The date of filing is the date of receipt of the protest.
- TAPS will disregard any protest received beyond the deadlines established in this Section.

Contents of Protest.
- A protest must be in writing.
- A protest shall state all grounds upon which the protesting party asserts the RFP or contractor selection was improper.
• The protesting party may submit with the protest any documents or information it deems relevant.

Notice of Protest
• The Issuing Office will notify the successful offeror of the protest if contractor selection has already been made.
• If the Issuing Office receives the protest before selection, and it determines that substantial issues are raised by the protest, the Issuing Office will notify all bidders who appear to have a substantial and reasonable prospect of selection.
• Any offeror notified of a protest pursuant to this Section may file its agreement/disagreement with the Issuing Office within the time period specified in the acknowledgement of protest letter sent by the Issuing Office.

Stay of Procurement
• The Executive Director or designee will promptly decide upon receipt of a timely protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended.
• The Issuing Office shall not proceed further with the RFP unless the Executive Director or designee makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of TAPS.

Response and Reply.
• Within 15 days of receipt of the protest, the Issuing Officer may submit to the Executive Director or designee and to the protesting party a response to the protest.
• The protesting party may file a reply to the Issuing Officer's response within ten days of the date of the response.

Review.
• The Executive or designee shall review the protest and any response or reply.
• The Executive Director or designee may decide the merits of the protest on the written, submitted documentation; request and review any additional documents or information deemed necessary to render a determination; or, in his sole discretion, conduct a hearing.

Determination. The Executive Director or designee shall promptly, but in no event later than 60 days from the filing of the protest unless both parties agree to an extension, issue a written determination. The determination shall:
• State the reason for the decision, and
• If the determination is a denial of the protest, inform the protesting contractor of its right to file an action in the Commonwealth Court within fifteen (15) days of the determination mailing date.

The agency head or designee shall send a copy of the determination to the protesting party and any other person determined by the agency head or designee to be affected by the determination.
Statement of No Bid
To be submitted if not bidding

We, the undersigned, have declined to submit a bid in response to this Invitation For Bid for the following reason(s):

- Specifications too “tight”, i.e., geared toward one brand or supplier.
- Insufficient time to respond to the bid.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- We are unable to meet specifications.
- We are unable to meet bond requirements.
- Specifications are not clear (explain in REMARKS below).
- We are unable to meet insurance requirements.
- Remove us from your list for this commodity or service.
- Other (explain).

REMARKS

Company Name: __________________________________________
Signature: ________________________________________________
Telephone: ____________________
Date: ____________________

NOTE: If you are not submitting a bid, please fax this form to (903) 893-4766, otherwise disregard.
1.0 Scope of Service

1.1 Upon award this document shall constitute a fixed price term and supply contract between Texoma Area Paratransit System, Inc., herein referred to as (“TAPS”) and the undersigned, herein referred to as the (“Vendor”), collectively referred to as the “parties” for the selling and delivery of Office Supplies. The term “offer” as used herein refers to the Vendor’s offer made in response to this Bid Number.

1.1.1 The contract term will begin on July 1, 2014 and end on June 30, 2015 with a possible four (4) one-year renewal periods.

1.1.2 This contract shall be an open account (charge account) and billed accordingly.

1.1.3 The Vendor shall provide Office Supplies on an as needed basis. No minimum orders shall be required to be placed.

1.1.3.1 The Vendor agrees, upon written notice from TAPS, to promptly and without charge, make corrections and/or replacement to the satisfaction of TAPS, on any or all defective Office Supplies.

1.1.4 The contract shall be in accordance with the terms, conditions and specifications set forth in this solicitation and the parties agree as follows in consideration of the mutual covenants contained herein.

1.2 Vendor should be able to provide a secure web-site catalog tool with TAPS’s specific pricing. Vendor should also provide training on their web-site usage to TAPS’s Purchasing Department Staff as required. Vendor web-site should have the ability for Purchasing Staff to place orders, when needed, at the current core item pricing.

1.3 If the Vendor fails to deliver an order, the Vendor shall take corrective action by either arranging a special delivery or by arranging for delivery by another supplier. The Vendor shall assume any additional costs between the price of the originally ordered items and the price from the alternate vendor.

1.4 The Vendor is responsible for notifying TAPS Purchasing Department at 903.868.9192 if delivery cannot be made within a reasonable amount of time. TAPS reserves the right to cancel all or any part of an order if the shipment is not made as promised.

1.5 The Vendor shall guarantee delivery to TAPS regardless of any organized work stoppages.

2.0 Delivery Terms/Requirements

2.1 All items shall be delivered F.O.B. (NO FREIGHT CHARGES or FUEL SURCHARGES) to TAPS’s as indicated herein:

Texoma Area Paratransit System, Inc.
3400 Texoma Parkway
Sherman, TX 75090

2.2 TAPS’s delivery hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, except on the following observed holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, Christmas Eve, and Christmas Day

2.3 TAPS has no obligation to accept damaged shipments and reserves the right to return, at the Vendor’s expense damaged merchandise even though damage was not apparent (CONSEALED) or discovered until after the receipt of the items.

2.4 TAPS requires that deliveries be made within 3 Business Days after receipt of order. If order cannot be delivered within said time frame, Vendor shall notify Purchasing Department with revised delivery date.

3.0 Pricing Structure
3.1 Prices shall be stated as the Selling Unit Price. Prices shall remain firm and fixed for the initial one-year term of the contract.  

3.1.1 Include as part of your bid how rate increases will be determined at each renewal period (ie, a fixed percent, tied to a specific economic factor, no price increase proposed, etc.)

3.2 TAPS shall not be required to place minimum orders, so base your price on this fact. Regardless of the quantity of the order placed, all shipping and fuel surcharges shall be included in the price.

3.3 The quantities shown are estimated usage quantities based on previous years usage. TAPS may or may not exceed these amounts during the contract period.

3.4 **Core List Items** - Pricing for Contract Term July 1, 2014 Through June 30, 2015: Please see Attachment 1- Price Schedule

3.5 **Catalog Items** – Excluding Core List Items: Discounts from catalog pricing should remain the same for the duration of the contract to include any and all renewal periods.

  3.5.1 _____% Discount off Catalog/Price List for General Non-Core Office Supplies.

  3.5.2 _____% Discount off Catalog/Price List for Office Equipment & Business Electronics.

  3.5.3 _____% Discount off Catalog/Price List for Office Furniture Products.

3.6 Awarded Vendor shall supply TAPS with a minimum of 24 of their current office supply catalogs and any additional catalogs needed at no cost to the Court. The catalogs shall be updated with new editions each and every year of the contract.

3.7 A possibility could exist that an item may be added or deleted as necessary. If an item is added, TAPS’s Purchasing Agent will require a quote from Contractor for said new item and that quote will become a firm fixed price per the term of the contract. If an item is deleted, TAPS shall not be liable for any future purchase of said item.

4.0 **Billing**

4.1 The vendor shall submit invoice(s), in accordance with the price as stated under Section 3.0 of this bid document to the following address for approval and payment.

Texoma Area Paratransit System, Inc.  
3400 Texoma Parkway  
Sherman, TX 75090

4.2 As an alternative to mailing invoice, vendor may submit invoice to the following email address: heatherstrange@tapsbus.com Payment(s) will be made within 30 days after approval of invoice(s). No late payment fees shall apply.

5.0 **General Conditions and Terms of Contract**

5.1 Bids are made upon, and are subject to the following conditions and any addendums issued. Upon acceptance by TAPS, a vendor’s bid response and an issued bid award letter shall constitute a contract for furnishing the items described in the bid in strict Conformity with the contract instrument, thus eliminating the need for a formal signed contract.

5.2 Any interpretations, corrections or changes to the specifications or terms will be made by an addendum no later than forty-eight (48) hours prior to the bid opening. Addendum(s) will be distributed to all known recipients of bid documents. Vendors shall acknowledge receipt of all addendum(s) with submission of bid.

5.3 The term and supply contract will be awarded to the most responsible, responsive Vendor whose bid, conforming to the solicitation, will be most advantageous to TAPS with regards to lowest and best bid. TAPS reserves
the right to be the sole judge as to whether items bid will serve the purpose intended. TAPS reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of TAPS.

5.4 Design, strength, and quality of products must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5.5 The Vendor shall understand and agree that TAPS cannot save and hold harmless and/or indemnify the Vendor against any liability incurred or arising as a result of any activity of the Vendor related to the Vendor’s performance under the contract. Therefore, the Vendor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the Family Court, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. Liability Insurance MUST include an endorsement modifying the policy to name TAPS as an additional insured.

5.5.1 The vendor shall defend, indemnify and save harmless TAPS and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any negligent act or fault of the vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. The vendor shall pay any judgment with cost which may be obtained against TAPS growing out of such injury or damages.

5.5.2 The vendor agrees to defend, indemnify, and hold TAPS and all of its officers, employees, and elected officials whole and harmless against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of the vendor, or any agent, servant, or employee of the vendor in the execution of the performance of this agreement, without regard to whether such persons are under the direction of TAPS’s agents or employees.

5.6 Once a contract is awarded, the price(s) offered by the Vendor shall remain firm, fixed and final for the duration of the contract and any subsequent renewal periods as defined in Sections 3.4 & 3.5 thru 3.8. Discounts from catalog pricing (Section 3.9 thru 3.9.3) should remain the same for the duration of the contract to include any and all renewal periods.

5.7 The Office Supplies shall be ordered on an as-needed basis. TAPS will make every effort to purchase the items listed (on an as needed basis, with no minimum orders) from Vendor [see section 1.3].

5.8 Samples of products being bid MAY BE REQUIRED at any time. If requested, the samples MUST be furnished free of charge, including freight and/or applicable fuel surcharges.

5.9 TAPS is operated and funded on a October 1 to September 30 basis; accordingly, TAPS reserves the right to terminate, without liability to TAPS, any contract for which funding is not available.

5.9.1 The Vendor may terminate this agreement with (30) thirty days written notice with the showing of good cause for any undue hardship in satisfactorily being able to fulfill the term of the contract and with final approval from Senior Purchasing Agent.

5.9.2 TAPS reserves the right to terminate this agreement with (30) thirty days written notice for any reason deemed acceptable to TAPS. Upon delivery of such notice by TAPS to the Vendor, the Vendor shall proceed to cancel promptly all existing orders and contracts insofar as such order or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Vendor shall submit an invoice to the TAPS for payment of that portion of the agreement successfully performed.

5.9.2.1 If this contract is terminated, TAPS, in addition to any other rights provided for in this contract, may require the Vendor to transfer title and deliver to the TAPS in the manner and to the extent directed, any completed materials. TAPS shall be obligated only for those services and materials rendered and accepted prior to the date of termination.
5.9.3 In the event of termination, the Vendor shall receive payment pro-rated for that portion of the contract period services were provided to and/or goods were accepted by TAPS subject to any offset by TAPS for actual damages including loss of state matching funds.

5.9.4 The rights and remedies of the Texoma Area Paratransit System, Inc. provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

5.10 Questions regarding any issues with this contract shall be made to Jennifer Wright at 903.868.9192.

5.11 The successful vendor agrees to protect TAPS from claims involving infringements of patents and/or copyrights.

5.12 In case any one or more of the provisions contained in the contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

5.13 The Vendor agrees to comply with all Federal and State Laws, and Local Ordinances where applicable, relating to fair labor practices and discrimination in the employment of persons.

5.14 The Vendor and TAPS agree that all parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

5.15 This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Grayson, State of Texas.

5.16 The Vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of TAPS.

5.17 The apparent silence of specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5.18 No public official shall have interest in this contract.

5.19 All tangible goods being bid must be new and unused, unless otherwise specified, in first class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

5.20 The vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

5.20.1 The vendor further agrees, upon notice from TAPS, to promptly and without charge, make changes, corrections and/or replacement, to the satisfaction of TAPS, which may be required to make good all defects in design and material under its’ intended use from the Manufacturer. The vendor shall receive no compensation for cost in replacement of goods or workmanship.

5.21 The Vendor shall not be liable if the failure to perform this contract arises out of causes beyond the control of or negligence of the Vendor. Causes may include, but are not limited to, acts of nature, fires, quarantine, strikes other than by the Vendor's employees, and freight embargoes.

5.22 Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by Texoma Area Paratransit System, Inc. shall not constitute a waiver.

5.23 In the event that TAPS only receives a single bid to its solicitation, then TAPS reserves the right to turn the single received bid into a negotiated procurement.

REQUIRED CERTIFICATIONS AND ASSURANCES

I. FOR ALL BIDS:
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 of FTA FY 2011 Certifications and Assurances, and shall download the same at: http://www.gpo.gov/fdsys/pkg/FR-2010-11-02/pdf/2010-27563.pdf.

A. Disadvantaged Business Enterprises (DBE) Certification
The vendor will provide products compliant with 49 CFR 26.49 regarding the vehicle manufacturer’s overall DBE goal.

B. Access to Third Party Contract Records
As required by 49 U.S.C. § 5325(g). The VENDOR agrees provide sufficient access to records as needed to assure proper project management and compliance with Federal laws and regulations.

C. Interest of Members of or Delegates to Congress
The vendor certifies that no member of or delegate to the Congress of the United States (US) shall be admitted to any share or part of this contract or to any benefit arising therefrom.

D. Prohibited Interest
The vendor certifies that no member, officer or employee of the Public Body or of a local public body during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

E. Cargo Preference - Use of United States-Flag Vessels
The vendor agrees: a. to use privately owned US -Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the US or within 30 working days following the date of loading for shipments originating outside the US, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading).

F. Energy Conservation
The vendor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

G. No Obligation by the Federal Government
The Purchaser and vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

H. Program Fraud and False or Fraudulent Statements or Related Acts
The vendor 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. The vendor certifies truthfulness and accuracy of any statement it makes pertaining to the FTA-assisted project. The vendor 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 as deemed appropriate. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement submission, or certification to the Federal Government relating to the FTA-assisted project, per 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, as deemed appropriate.

I. Contract Work Hours
(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in
such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor & any subcontractor responsible therefore shall be liable for unpaid wages and shall be liable to the United States for liquidated damages which shall be computed for each individual laborer, mechanic, watchman or guard employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day that an individual was required / permitted to work over 40 hours in a workweek without payment of overtime wages required by the clause in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The purchaser shall upon its own action or upon written request of the Department of Labor (DOL) withhold or cause to be withheld, from any money payable for work performed by the contractor or subcontractor under any contract or other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as set-forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall include the clauses set forth in this section and require the same from subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these clauses.

(5) Payrolls and basic records - Payrolls and related basic records shall be maintained by the contractor during the course of the work and preserved for three years thereafter for all laborers and mechanics working at the work site (or under the United States Housing Act of 1937 or the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records showing that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records of the costs anticipated or actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of registration of apprenticeship programs, certification of trainee programs, registration of the apprentices and trainees, and ratios & wage rates prescribed in applicable programs.

J. Civil Rights

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act (CRA), as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, the vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply:
(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VI of the CRA, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The vendor agrees to take affirmative action to ensure that applicants are employed & treated during employment without regard to their race, color, creed, national origin, sex or age. Action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of
pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. §§623 and 49 U.S.C. §5332), the vendor agrees to refrain from discrimination against present and prospective employees for reason of age and comply with any implementing requirements FTA may issue.

c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act (42 U.S.C. §12112), the contractor agrees to comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. and to comply with any implementing requirements FTA may issue.

K. Incorporation of Federal Transit Administration (FTA) Terms
The preceding provisions 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 FTA circular 4220.1F 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 Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any transit agency requests which would cause the transit agency to violate FTA terms and conditions.

L. Application of Federal, State, & Local Laws, Regulations, & Directives (Federal Changes)
The VENDOR agrees that Federal laws and regulations control project award and implementation. The VENDOR understands and agrees that unless the recipient requests FTA approval in writing, the VENDOR may incur a violation of Federal laws or regulations or this agreement if it implements an alternative procedure or course of action not approved by FTA. The VENDOR understands and agrees that Federal laws, regulations, and directives applicable on the date on which Federal assistance is awarded may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date the project agreement is effective, and might apply to that project agreement. The VENDOR agrees that the most recent versions of such Federal laws, regulations, and directives will apply to the administration of the project at any particular time.

M. Right of the Federal Government to Terminate
Upon written notice, the VENDOR agrees that the Federal Government may suspend or terminate all or any part of Federal assistance if terms of the project agreement are violated, if the Federal Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of Federal assistance for the Project, if reasonable progress on the Project is not made, if there is a violation of the project agreement that endangers substantial performance of the Project, or if the Federal Government determines that Federal assistance has been willfully misused by failing to make appropriate use of Project property. Termination of Federal assistance for the Project will not typically invalidate obligations properly incurred before the termination date to the extent those obligations cannot be canceled. The Federal Government reserves the right to require the refund of the entire amount of Federal assistance provided for the Project or a lesser amount.

N. Disputes, Breaches, Defaults, or Other Litigation
The VENDOR agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. Notification to FTA. The VENDOR is aware that recipients of Federal assistance must notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the administration or enforcement of Federal laws or regulations. If the Federal Government is to be named as a party to litigation for any reason, in any forum, the appropriate FTA Regional Counsel is to be notified in writing before doing so.

b. Federal Interest in Recovery. The VENDOR is aware that the Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery.
c. **Enforcement.** The VENDOR agrees to pursue its legal rights and remedies available under any third party contract or available under law or regulations.

d. **FTA Concurrence.** The VENDOR is aware that FTA reserves the right to concur in any compromise or settlement of any claim involving the Project.

e. **Alternative Dispute Resolution.** The VENDOR is aware that FTA encourages the use of alternative dispute resolution procedures, as may be appropriate.

O. **Fly America**
The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

P. **Recycled Products**
The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR 247.

Q. **Access for Individuals with Disabilities**
The VENDOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The VENDOR also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S. C. § 794, which prohibits discrimination on the basis of disability; with 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; and with 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; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the VENDOR agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting From Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/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; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

**II. REQUIRED CLAUSES FOR BIDS OVER $100,000:**
The vendor agrees to include the following in subcontracts exceeding $100,000 financed by the FTA, and certifies the following:

A. Debarment and Suspension
The vendor hereby certifies that it and its principals have not presently or within a three year period been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal agency; and the vendor hereby certifies that it and its principals have not presently or within a three-year period been convicted of or had a civil judgment rendered against them for the commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

B. Clean Water & Air
The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq. The vendor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the FTA and the EPA.

IV. REQUIRED CERTIFICATIONS FOR BIDS OVER $100,000:
The vendor agrees to include the following in subcontracts exceeding $100,000 financed by the FTA, and certifies the following:

A. 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.

   □ 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.

Buy America Certification

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B. Non-Lobbying
The undersigned certifies to the best of his or her knowledge and belief that:
1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, USC. 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.
Lobbying and Disclosure Certification

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V. SPECIAL PROJECT TYPE PROVISIONS - the following addenda are attached and endorsed as appropriate:
- [ ] Construction or Architectural & Engineering Projects
- [ ] Intelligent Transportation System or Research & Development
- [ ] Transit Operations or Management Projects

VI. CERTIFICATION TO PURCHASER:
A. 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.
B. The undersigned vendor certifies that it has read all of the Proposal, Proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

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<th>Disadvantaged Business Enterprise Information</th>
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<td>Is your firm a DBE? [ ] Yes [ ] No</td>
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<td>If yes, what type? [ ]</td>
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Attachment 1 – Price Schedule

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12. Adjourn