Texoma Area Paratransit Systems

Date of Meeting: November 19, 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. Chairman's Remarks

3. Approve the Minutes of August 27, 2014 Meeting
   Jay Davidson, Chairman

4. Public's Opportunity to Speak

5. Take Action to elect TAPS Board of Directors Officers for FY2014-15 including a Chair, Vice-Chair, and Secretary-Treasurer
   Brad Underwood, CEO

6. Receive Presentation and Take Action to adopt a three part agreement between TAPS Public Transit and Dallas Area Rapid Transit
   Tim Patton, COO

7. Receive Update on McKinney Fixed Route Project and Implementation Schedule
   Tim Patton, COO

8. Receive Presentation on unique opportunity with UT Arlington
   Corey Young, Director of Grants Administration & Planning

9. Receive Update on HHSC challenges and solutions
   Jeannie Slape, CAO

10. Receive Update on 2012-2014 FTA Tri-Annual Review
    Brad Underwood, CEO

11. Receive Audit Report for FY2013 and Take Action to adopt the audit as presented
    Teresa Foster, CFO
12. Receive Presentation and Take Action to amend TAPS No Show/Suspension Policy
   Brad Underwood, CEO

13. Receive Presentation and Take Action to adopt TAPS Wheelchair and Motorized Scooter Policy
   Brad Underwood, CEO

14. Receive Presentation and Take Action to adopt a Service Animal Policy
   Brad Underwood, CEO

15. Recess into Executive Session in compliance with Texas Government Code Section 551.074; Chief Executive Officer, Chief Financial Officer, Chief Operations Officer, and Finical Director:

   (1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or

   (2) to hear a complaint or charge against an officer or employee

16. 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.

   A) Receive Financial Report and Accept For Months of July, August and September 2014
      Teresa Foster, CFO

   B) Receive Ridership Report and Accept For Months of July, August and September 2014
      Tim Patton, COO

   C) Consider and Take Action to issue an RFP to procure a 5 Passenger Compact Minivan
      Teresa Foster, CFO

   D) Consider and Take Action to issue an RFP to procure Bus Shelters for City of McKinney Fixed Routes
      Tim Patton, COO
E) Consider and Take Action to issue an RFP to procure Bus Routers and Equipment
   Tim Patton, COO

F) Consider and Take Action to issue and RFP to procure TAPS Staff Vehicles
   Teresa Foster, CFO

17. Adjourn

Posted and Amended: November 17, 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: Joan Schaffner, Jay Davidson, H.L. Compton, Kenneth Liggett, Leon Klement, Ken Brawley, Eric Hogue, Chris Hill, and Brian Loughmiller

STAFF PRESENT: Tim Patton, Teresa Foster, Brad Underwood, Jeannie Slape, Darlene Smith, Barbara Reeves, Marily Hite, and Corey Young

GUEST PRESENT: Darrek Ferrell and Bill Magers

The TAPS Board of Directors met at 3400 Texoma Pkwy Sherman, TX 75090 for a special semimonthly board meeting.

1. Chairman, Jay Davidson, opened the meeting at 10:05 am and declared a quorum was present.

2. The minutes from the August 27, 2014 were reviewed. A motion was made by Kenneth Liggett to approve the minutes. The motion was seconded by Chris Hill. Motioned carried.

3. The public was given an opportunity to speak. No one spoke.

4. The Board voted to elect officers for the 2014-2014 year. Jay Davidson was nominated to serve as Chair. Ken Brawley made a motion to elect the nominee. The motion was seconded by Chris Hill. Chris Hill was nominated as Vice Chair. Jay Davidson made a motion to elect the nominee. The motion was seconded by H.L. Compton. Ken Brawley was nominated as Secretary/Treasurer. Eric Hogue made a motion to elect the nominee. The motion was seconded by Chris Hill. All Motions carried.

5. Chris Hill motioned to adopt Three Part Agreement between TAPS Public Transit & Dallas Area Rapid Transit. The motion was seconded by H.L Compton. Motion Passed. Brian Loughmiller arrived at 10:11 am.

6. The board received an update presentation on McKinney Fixed Route Project and Implementation Schedule. No action was taken.

7. The board received a presentation on a unique opportunity with UT Arlington. No action was taken. Chris Hill left room at 11:00 am and returned at 11:07 am.
8. The Board received an update presentation on HHSC challenges and solutions. No action was taken.

9. The Board received an update on 2012-2014 FTA Tri-Annual Review. No action was taken.

10. The presentation of the Audit Report for FY2013 was skipped due to the Audit not being received by TAPS Public Transit in time for the meeting. No action was taken.


12. H.L. Compton motioned to adopt TAPS Wheelchair and Motorized Scooter Policy. Ken Brawley seconded the motion. Motion carried.

13. Eric Hogue motioned to adopt a Service Animal Policy. Ken Brawley seconded the motion. Motion carried.

14. At 11:18am the TAPS Board convened in executive session to:

   (1) deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or
   (2) hear a complaint or charge against an officer or employee

   for Chief Executive Officer, Chief Financial Officer, Chief Operations Officer, and Financial Director.

15. The board reconvened in regular session at 11:48 am.

16. The board received the consent items for approval including financial and ridership reports for July 2014, August 2014 and September 2014, and an RFP to procure a 5 Passenger Compact Minivan, Bus Shelters for City of McKinney Fixed Routes, Bus Routers and Equipment, and TAPS Staff Vehicles. Kenneth Liggett motioned to approve the consent items. Brian Loughmiller seconded the motion. Motion carried.

17. Meeting was adjourned at 11:50 am.
Passed, Approved and Adopted January 28, 2014.

________________________________________  or  ________________________________________
Chairman, TAPS Board of Directors          Secretary, TAPS Board of Directors
Board of Director’s Meeting
November 19, 2014
10:00 A.M.

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

**Chairman**
Jay Davidson, Councilman
City of Decatur
PO Box 2
Decatur, Texas 76234
940-627-7524-Home
817-992-1328-Cell
jmdconsulting@hotmail.com
Term Started: 11/09
Term Exp: 11/15

**Vice-Chairman**
Chris Hill, Commissioner
Collin County
2300 Bloomdale Rd, Ste. 4192
McKinney, TX 75071
chill@collincountytx.gov
Ph: 972-424-1460
Term Started: 05/13
Term Exp: 05/15

**Secretary**
Ken Brawley, Councilman
2813 South Caprice
Denison, TX 75020
Res. Phone 903-465-6210
Bus. Phone 903-818-9975
kenbrawley77@gmail.com
Term Started: 01/12
Term Exp: 06/16

**Spanky Carter**, Judge
Fannin County
101 E Sam Rayburn Dr, Ste. 101
Bonham, Texas 75418
(903) 583-7455
rwatts@fanninco.net
Term Started: 09/11
Term Exp: 09/13

**H. L. Compton**, Councilman
301 Star Street
Bonham, TX 75418
hcompton@verizon.net
903-640-0000
214-926-8491
Term Started: 05/13
Term Exp: 05/15

**Wanda Wood**, Civic Leader,
Montague County
1616 FM 1956
Nocona, TX 76255
940-366-1431-Cell
wanda.wood1944@gmail.com
Term Started: 11/12
Term Exp: 11/14

**Kenneth Liggett**, Judge
Clay County
214 N Main
Henrietta, Texas 76356
940 538-4651
ccjudge@claycountytx.com
Term Started: 10/08
Term Exp: 10/16

**Brian Loughmiller**, Mayor
City of McKinney
222 N. Tennessee St
McKinney, Texas 75069
972-547-7501-Office
bloughmiller@mckinneytexas.org
Term Started: 05/13
Term Exp: 05/15

**Joan Schaffner** Civic Leader,
Clay County
402 Pioneer Trail
Henrietta, TX 76356
940-538-5057-Home
sewnsew@wfquik.com
Term Started: 10/01
Term Exp: 02/16

**Danny White**, Commissioner
Wise County
PO Box 889
Decatur, Texas 76234
940-627-5810-Office
940-393-3261-Cell
Comm1@co.wise.tx.us
Term Started: 09/10
Term Exp: 09/14

**Eric Hogue**, Mayor
City of Wylie (DFW UZA)
300 Country Club Rd. Bld 100
Wylie, Texas 75098
972-516-6010
Eric.hogue@wylietexas.gov
Term Started: 06/13
Term Exp: 06/15

**Leon Klement**, Commissioner
Cooke County
100 S. Dixon – Room 112
Gainesville, Texas 76240
940-688-5433
Leon.Klement@co.cooke.tx.us
Term Started: 07/13
Term Exp: 07/15

**Randy Pogue**, Councilman
City of McKinney
222 N. Tennessee St
McKinney, Texas 75069
972-547-7501-Office
rpogue@mckinneytexas.org
Term Started: 05/13
Term Exp: 05/15
# Texoma Area Paratransit Systems, Inc

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15. 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.

   A) Receive Financial Report and Accept For Months of July, August and September 2014
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   B) Receive Ridership Report and Accept For Months of July, August and September 2014
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   C) Consider and Take Action to issue an RFP to procure a 5 Passenger Compact Minivan
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16. Adjourn
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Posted and Amended: November 13, 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. Chairman’s Remark
3. Approve the Minutes of August 27, 2014 Meeting
Jay Davidson, Chairman
MEMBERS PRESENT: Ken Brawley, Trent Bass, Kenneth Liggett, Wanda Wood, H.L. Compton, Jay Davidson Chris Hill, Brian Loughmiller, and Randy Pogue

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

GUEST PRESENT: Nancy Knapp, Darrek Ferrell, David Baca, Jared Tredway, and Rick Lewis

The TAPS Board of Directors met at 3400 Texoma Pkwy Sherman, TX 75090 for a special semimonthly board meeting.

1. Chairman, Jay Davidson, opened the meeting at 2:35pm and declared a quorum was present.

2. The minutes from the May 14, 2014 & June 3, 2014 were reviewed. A motion was made by Randy Pogue to approve the minutes. The motion was seconded by H.L. Compton. Motioned carried.

3. The public was given an opportunity to speak. Nancy Knapp spoke and asked Brad to consider to post minutes to website.

4. The board received presentation of the NTRTC facility designed and plans. A motion from the Building committee to approve finalization of designs and plans came from Ken Brawley. The motion was seconded by Randy Pogue. Motion carried.

5. Trent Bass motioned to receive Building Committee’s approval. The motion was seconded by H.L Compton. Motion Passed. Chris Hill entered at 2:17pm. Brain Loughmiller entered at 2:24pm.

6. The board received an update presentation on Go Red River Route. No action was taken.

7. It was requested we skip to Item 13. Randy Pogue motioned to adopt final recommendations to the revised and newly established fixed routes in the City of McKinney, Texas. The motion was seconded by Trent Bass. Motion Passed. Randy Pogue left at 3:06pm. Break was called at 3:06pm.
8. The meeting reconvened at 3:16pm.

9. The board received an update regarding the implementation of the Medicaid Transportation services for MTO Region 4. No action was taken.

10. The board received an informational update on TAPS Fleet size, types and current useful life. No action was taken.

11. Kenneth Liggett motioned to adopt and begin public hearings on a revised Americans with Disabilities Act (ADA) Policy. Trent Bass seconded the motion. Motioned carried.


13. H.L Compton motioned to adopt a three year planning budget as outlined in FTA 4220.1F. Ken Brawley seconded the motion. Motion carried.


15. Brian Loughmiller motioned to amend Procurement Policy. The motion was seconded by H.L. Compton. Motion carried.

16. At 4:22pm the TAPS Board convened in executive session to Chief Executive Officer:

   (1) deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or
   (2) hear a complaint or charge against an officer or employee.

17. The board reconvened in regular session at 5:09pm.

18. Brian Loughmiller motioned for Jay Davidson to execute a 1 year contract with Brad Underwood with the terms discussed in Executive Session. Kenneth Liggett seconded the motion. Motion carried.
19. The board received the consent items for approval including financial and ridership reports for April 2014, May 2014 and June 2014, and an RFP to procure a 4 Post Life and Wheel Alignment System for the Shop. Brian Loughmiller motioned to approve the consent items. Kenneth Liggett seconded the motion. Motion carried.

20. Meeting was adjourned at 5:09 pm.

Passed, Approved and Adopted November 19, 2014.

_________________________________________ or ___________________________________________
Chairman, TAPS Board of Directors               Secretary, TAPS Board of Directors
4. Public’s Opportunity to Speak
5. Take Action to elect TAPS Board of Directors Officers for FY2014-15 including a Chair, Vice-Chair, and Secretary-Treasurer
Brad Underwood, CEO
6. Receive Presentation and Take Action to adopt an Interlocal Agreement between TAPS Public Transit and Dallas Area Rapid Transit
Tim Patton, COO
To: TAPS Board of Directors

From: Tim Patton, COO

Subject: Item #6 Receive Presentation and Take Action to adopt a three part agreement between TAPS Public Transit and Dallas Area Rapid Transit

Board:

The following is a single agreement composed in three parts:

- **Mobile Ticketing Agreement** – Agreement allows TAPS to participate in the GoPass Mobile Application and includes software, installation and service agreement for said application.

- **Service Mark Licensure Agreement** – Allows non-exclusive licensure of each parties mark to be used mutually for marketing purposes.

- **GoPass Settlement Agreement** – Agreement for TAPS to release DART of any liability for past, present or future use of the GoPass name.

The three components of the agreement as a whole are offered as a single agreement between the two agencies and shall not be separated or entered into as individual agreements.

Enclosed you will find the proposed agreements between TAPS and DART. These agreements meet and/or exceed our agencies proposed requests and changes.

**Recommendation:**

To approve the agreement as presented.
This agreement ("Agreement") is entered into between Dallas Area Rapid Transit, a regional transportation authority existing under Chapter 452 of the Texas Transportation Code ("DART"), a transportation authority existing under Chapter 452 of the Texas Transportation Code and Texoma Area Paratransit System, Inc., a Texas nonprofit corporation ("TAPS") (individually a "Party" and collectively the "Parties"), acting by and through their respective authorized representatives.

WHEREAS, DART has entered into a multi-year contract with Unwire APS for the development and provision of mobile phone application ("App") and related functional capabilities to customers of DART; and an application to administer finance and customer service information for the App ("Back Office") to DART; and

WHEREAS, Unwire APS, a company specializing in the development and delivery of mobile ticketing products for transit agencies, has developed a mobile ticketing software technology service platform that provides for the purchase, payment and delivery of tickets for transit and other fare products as well as providing other transit services such as travel planning, access to information about the status of buses and trains and is expanding the functional capabilities as transit agencies identify, scope and procure such services; and

WHEREAS, TAPS desires, with the consent of Unwire as shown in Exhibit A, to access and utilize the mobile ticketing products to be made available to DART by Unwire; and

WHEREAS, DART and TAPS have determined that the anticipated cost benefit to the two agencies from entering into this Agreement will benefit DART and TAPS service areas by increasing the ease of access to transit fare products of the agencies, while decreasing the amount of cash handling, physical ticket production, inventoring, distribution and dispensing; and

WHEREAS, this Agreement contemplates that the Parties will develop the necessary Working Protocols that describe normal business activities and processes necessary to fully implement this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1.00 TERM AND TERMINATION

1.01 Initial Term. The Initial Term of this Agreement shall begin upon the date of the last of the Parties to sign this Agreement and shall expire on February 29, 2018.
1.02 **Renewal Terms.** Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive terms of one-year each (each a "Renewal Term") without further action of the Parties, unless sooner terminated as provided herein.

1.03 **Termination.** At any time following the expiration of the Initial Term, and at any time during any Renewal Term, DART may terminate this Agreement by giving TAPS at least ninety (90) days prior written notice of the intent to terminate. TAPS may terminate this Agreement by giving DART at least thirty (30) days prior written notice of the intent to terminate.

2.00 **DART RESPONSIBILITIES**

2.01 **Communication.** DART shall identify a Project Representative to coordinate all communication with TAPS regarding this Agreement. DART shall be responsible for all communication with Unwire APS.

2.02 **Tickets.** DART shall incorporate, or cause to be incorporated, the TAPS ticket types, pricing, logo and service marks into the App and make TAPS tickets available for sale to the public in the App. DART reserves the right to exclude any ticket type and shall provide notice of such exclusion to TAPS.

2.03 **Bundled Products.** DART reserves the right to bundle different products, tickets and passes for sale in the App.

2.04 **Fare Enforcement.** DART shall ensure that the App provides information that may be used for fare enforcement purposes. DART provides no guarantee regarding the admissibility in court of such information. Any cost of prosecution of fare enforcement offenses by TAPS shall be the responsibility of TAPS.

2.05 **Customer Service.** DART shall provide first level customer service, as described in this section, for customers using the App. The first level customer service responsibilities means handling calls to the DART call center and complaints made in person at DART offices about the App. DART has no obligation to provide customer service beyond such tasks. DART shall handle such complaints and attempt to resolve them. Specific questions regarding TAPS transit service shall be directed to the TAPS's Customer Service. TAPS shall identify a phone number for referral of such specific questions.

2.06 **Refunds.** As part of resolving customer complaints, DART may make refunds to TAPS’s customers. Refunds shall only be made for tickets that have not been activated and the refund amount is $15.00 or less. This amount may be changed by consent of the Parties and without the need to amend this Agreement. Refunds to TAPS customers for tickets that have not been activated shall not require the approval of TAPS. Customer refunds for activated or expired tickets and amounts in excess of $15.00 will be handled and resolved in accordance with the Working Protocols. Refunds shall be processed electronically. Funds for refunds shall be drawn from TAPS bank through functionality of the Back Office.
2.07  **Training.** DART shall provide or cause to be provided training for TAPS personnel in a "Train the Trainer" model. Electronic files of training materials shall be provided to TAPS by DART.

2.08  **Other App Tools.** DART shall ensure that the App provides travel tools to include trip planning functionality and other tools that aid in customer's use of transit. DART shall offer TAPS travel tools at DART's discretion. All data shall be shown in the App as such data is provided by the TAPS. DART assumes no responsibility for the accuracy of the TAPS's data.

2.09  **Back Office.** DART shall provide or cause to be provided access to the App's Back Office that gives TAPS the ability to create and modify TAPS's tickets and fare products that are available for sale in the App, access to reports and account information for TAPS's transactions that are necessary for financial reconciliation and transaction investigations. Data shall be available in the Back Office for at least eighteen (18) months from the date of the transaction.

2.10  **Advertising.** If DART offers advertising in the App, TAPS may purchase such advertising without the need to amend this agreement.

2.11  **App Stores.** DART shall be responsible for posting the App to the appropriate App stores and for keeping the App current as DART determines to be necessary. DART shall make the App available to the public at no charge. DART may promote the App and DART and TAPS products at its discretion.

2.12  **Volumes.** DART makes no representation about the number of transactions that may take place using the App, any revenue that may result directly or indirectly from such transactions, or any other matter associated with the App or its use.

3.00  **TAPS RESPONSIBILITES**

3.01  **Communication.** TAPS shall identify a Project Representative to coordinate all communication with DART regarding this Agreement.

3.02  **Tickets.** TAPS shall provide information about ticket type and price that it desires to be made available through the App. TAPS shall notify DART in writing of changes in such information in compliance with the Working Protocols. TAPS shall honor DART's regional ticket types for service on TAPS's system in compliance with approved fare structures.

3.03  **Fare Enforcement.** TAPS shall be responsible for fare enforcement within the TAPS's Service Area at no cost to DART.

3.04  **Customer Service.** TAPS shall handle all customer service issues that are forwarded by DART and all customer questions regarding TAPS transit services.
3.05 **Back Office.** TAPS shall be responsible for creating and modifying TAPS's ticket and fare types that are available for sale in the App using tools available in the Back Office. It shall be TAPS's responsibility to ensure that the data entered is accurate and DART assumes no responsibility for the accuracy of the TAPS's data.

### 4.00 FINANCIAL MATTERS AND FEES

4.01 **Payment Methods.** Customers may use credit cards and debit cards to pay for purchases made through the App. Other payment types may be added without the need to amend this Agreement.

4.02 **Flow of Funds.** As TAPS products are sold, funds will pool throughout the business day and shall be deposited into TAPS's depository account once daily.

4.03 **Program Management Fee.** During the Initial Term of this Agreement, TAPS will pay DART a Program Management Fee of 1% of the value of tickets or products sold through the App. There shall be no additional fee for monthly software hosting charges, monthly gateway services fees or DART's expenses to offer first level customer support and training for TAPS.

4.04 **Transaction Fees.** During the Initial Term of this Agreement, TAPS shall pay DART a Software Transaction Fee of 1% of the value of tickets or products sold through the App and a Gateway Services Transaction Fee no more than $0.22 per transaction.

4.05 **SMS Fees.** SMS notifications may be used to communicate with customers. Such communication may include notifications about tickets that are about to expire. DART shall pay all SMS fees and TAPS shall reimburse DART for such SMS fees related to TAPS's products.

4.06 **Future Programming Fees.** TAPS shall pay a fee for software, App, web and other related development and programming services and other applicable work that it requests in writing in accordance with the rates listed in Exhibit B. All such work shall be performed only with DART's prior approval. The rates listed in Exhibit B may be changed by DART with prior notification to TAPS without the need to amend this Agreement.

4.07 **Other Fees.** Additional functionality or transactions, including products, tickets or passes purchased outside of the App, may be delivered through the App. Fees for such additional functionality, transactions, products, tickets or passes and their delivery are not identified in this Agreement. DART shall inform TAPS of the existence of such functionality and the related fees, if any. TAPS shall promptly inform DART whether or not it agrees to participate in such additional functionality.

4.08 **Fees for Renewal Terms.** The Program Management Fee, Transaction Fees SMS Fees, Future Programming Fees and Other Fees for each Renewal Term shall be negotiated and agreed by the Parties in advance of the beginning of each Renewal Term. These
fees can be renegotiated and agreed by the Parties without the need to amend this Agreement.

4.09 Invoice and Payment of Fee. DART shall prepare a monthly invoice for all fees for the prior month and forward to TAPS. TAPS shall remit payment within 30 days. If TAPS wishes to dispute any part of a monthly invoice, written notification and supporting documents must be received by DART within 30 days after TAPS receipt of the applicable invoice. DART shall have 60 days to respond.

5.00 TRANSACTION SERVICES

5.01 Card payments for products purchased in the App shall initially be processed through CyberSource as the gateway services provider, utilizing its network of connected acquirers and supported payment instruments. The following cards shall initially be supported: Visa, MasterCard, Discover and American Express. The gateway services provider shall initially integrate with the following banks: Bank of America through FirstData, ChasePayment and Wells Fargo. DART may unilaterally change the cards supported or the gateway services provider without the need to amend this agreement. If another gateway services provider is selected by DART, TAPS shall have the unilateral right to determine its bank or financial institution for merchant and support services and shall promptly notify DART thereof.

6.00 TOKEN SHARING

6.01 The Parties shall as a condition to the effectiveness of this Agreement enter into a Token Sharing Agreement substantially in the form set forth in Exhibit C. Terms of the Token Sharing Agreement may be modified by the written consent of the Parties without the need to amend this Agreement.

7.00 OTHER AGREEMENTS AS REQUIRED

7.01 TAPS shall execute all other such agreements with their financial institution as may be required to implement this Agreement. Such agreements may include a Location Services Agreement.

8.00 INTELLECTUAL PROPERTY LICENSES

8.01 The Parties shall as a condition to the effectiveness of this Agreement, enter into a Non-Exclusive Service Mark License Agreement in the form substantially set forth in Exhibit D. Terms of the Non-Exclusive Service Mark License Agreement may be modified by the written consent of the Parties without the need to amend this Agreement.

9.00 NOTICE

9.01 Any Notice required or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party...
to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance with this section shall be effective upon receipt at the address of the addressee.

If to Dallas Area Rapid Transit:

In person:
Dallas Area Rapid Transit
Chief Financial Officer
1401 Pacific Avenue
Dallas, TX 75201

If by USPS mail:
Dallas Area Rapid Transit
Chief Financial Officer
P. O. Box 660163
Dallas, TX 75266

If to TAPS:

Brad Underwood, President

10.00 DEFAULT

10.01 In the event either Party fails to comply with the terms of this Agreement, the other Party has the right to enforce the terms of this Agreement by specific performance or by any other remedy available to it at law or in equity except as hereafter limited. In no event will either Party be liable to the other for any consequential, indirect, special, incidental or punitive damages, regardless of the form of action, whether in an agreement, tort, strict product liability or otherwise, even if advised of the possibility of such damages and even if the damages were foreseeable in connection with this Agreement. Damages sought under this Agreement shall not exceed the annual amounts paid in accordance with Section 4 of this Agreement in the year in which suit is brought and, if brought after expiration or termination, the final year of this Agreement.

11.00 INDEMNITY

11.01 It is understood and agreed between the Parties that each Party hereto shall be responsible for its own acts of negligence in connection with this Agreement and neither Party shall be responsible to the other Party for any negligent act or omission in connection with this Agreement. If injury or property damage results from the joint or concurrent negligence of both Parties, liability, if any, shall be shared by each Party on
the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. No provision herein shall be deemed a waiver of any defense available by law to either party.

12.00 MISCELLANEOUS PROVISIONS

12.01 Choice of Laws and Venue. This Agreement shall be governed by Texas law and exclusive venue shall lie in Dallas County, Texas.

12.02 Amendments to Agreement. Except as specified in this Agreement, no modification, amendment, innovation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing, duly authorized and executed by the Parties hereto.

12.03 Severability. If any provision of this Agreement is held for any reason to be illegal, unenforceable or invalid, such holding will not affect the legality or validity of any of the other provisions herein. The illegal, unenforceable or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

12.04 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes any other prior or contemporaneous agreement concerning the subject matter of this transaction, whether oral or written.

12.05 Binding Effect. This Agreement and the respective rights and obligations of the Parties hereto shall insure to the benefit and be binding on the Parties and their respective successors.

12.06 Waiver, Cumulative Rights, and Mitigation. Waiver by any Party of any breach of this Agreement, or the failure of any Party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance. The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. Both Parties have a duty to mitigate damages.

12.07 Assignment. This Agreement may not be assigned without the prior written consent of the other Party, which may be granted or withheld in the sole discretion of the other Party.

12.08 Counterparts, Number, Gender and Headings. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this
Agreement shall be held and construed to include any other gender, any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

12.09 Confidentiality and Records. Both Parties shall safeguard and adhere to all confidentiality, privacy and security requirements according to the applicable federal, state and local rules and regulations for the privacy and security of all information accessed while performing under this Agreement. All records created under this Agreement shall be the records of the Party creating the record.

12.10 Force Majeure. Neither DART 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 ten (10) days of the knowledge of such occurrence. Each Party shall make all reasonable efforts to mitigate the effects of any suspension.

12.11 No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

12.12 Contractual Relationship. It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature between independent Parties and is not to be construed to create a partnership, joint venture, joint enterprise or agency relationship between the Parties. Nor shall any Party be liable for any debts incurred by the other Party in the conduct of such other Party's business or functions.

12.13 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

12.14 Disputes. The Parties shall negotiate toward resolving any disputes that arise under this Agreement.

12.15 Rule of Construction. The Parties have each been represented by counsel in the negotiations and preparation of this Agreement, and therefore, the Agreement will be deemed to be drafted by both of the Parties and no rule of construction will be invoked respecting the authorship of this Agreement.
DALLAS AREA RAPID TRANSIT:

By: ____________________________
Gary C. Thomas
President/Executive Director
Dallas Area Rapid Transit

DATE

TEXOMA AREA PARATRANSIT SYSTEM, INC. (TAPS)

By: ____________________________
Brad Underwood

DATE
Consent Declaration

Unwire ApS hereby consents to the draft version of the Agreement to Provide Mobile Ticketing Services of ________ and to be entered into between Dallas Area Rapid Transit "DART") and Texoma Area Paratransit Services, Inc. provided that no substantive amendments are made to the draft Interlocal Agreement before it is signed by the above respective agencies. Unwire's consent is based on its understanding that the Interlocal Agreement does not expand, modify or otherwise amend Unwire's obligation to provide mobile ticketing services to DART in accordance with the terms and conditions of the contractual arrangement between DART and Unwire.

Unwire APS

Michael Haldbo

Unwire APS

Kiittja Djurhuus
## RATES/FEE SCHEDULE FOR FUTURE PROGRAMMING

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Token Sharing Agreement

This Token Sharing Agreement is being entered into by Dallas Area Rapid Transit Authority ("DART"), a regional transportation authority created under Chapter 452 of the Texas Transportation Code and Texoma Area Paratransit System, Inc. (TAPS), hereinafter referred to individually as "Party" and collectively as "Parties."

WHEREAS, the Parties have entered into an Agreement to Provide Mobile Ticketing Services (the “APP Agreement”) in order to access and utilize mobile ticketing products being made available to DART by Unwire; and

WHEREAS, in order to facilitate payment processing the Parties desire to enter into this Token Sharing Agreement ensuring that data on an End Customer can be shared between the Parties and with Unwire as the platform provider.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

1.00 DEFINITIONS

1.01 "Token" means unique identification symbols that identify a credit card number of an End Customer provided by a Service Provider.

1.02 "Service Provider" means a third party engaged by DART or a supplier of DART to convert credit card numbers of an End Customer to Tokens.

1.03 "End Customer" means a customer of one of the Parties that purchases a product or services from the Party through the M-Ticket Platform.

1.04 "Unwire" means Unwire Inc., a service provider of DART that delivers and operates the M-Ticket Platform.

1.05 "M-Ticket Platform" means the platform developed and operated by Unwire for DART.

2.00 SHARING OF TOKENS

2.01 When an End Customer registers itself with one of the Parties on the M-Ticket Platform the End Customer registers a credit card. The credit card information will be sent to a Service Provider who will provide that Party with a Token to be used for future transactions with the End Customer.

2.02 The Parties agree to share Tokens with each Party when an End Customer registers a previously registered credit card with another Party on the M-
Ticket Platform. In this situation the Party who holds the Token for the credit card in question will share that Token with the other Parties.

2.03 The Parties will not receive any payment from the other Parties for the sharing of Tokens.

3.00 RIGHT OF DATA

3.01 The token is the property of the Party that was provided with the Token from the Service Provider. This Token Sharing Agreement shall not in any way grant to the other Parties any property rights to any Token that was shared by another Party in accordance with this Token Sharing Agreement.

3.02 Upon termination of the Token Sharing Agreement, each Party shall delete any and all Tokens such Party has received from the other Party and shall no longer be entitled to use such Tokens.

4.00 TERM, WITHDRAWAL AND TERMINATION

4.01 This Agreement shall be effective as the date of the last Party to execute this Agreement and shall expire on the date the APP Agreement terminates or expires.

5.00 MISCELLANEOUS PROVISIONS

5.01 Indemnity. It is understood and agreed between the Parties that each party hereto shall be responsible for its own acts of negligence in connection with this Agreement and neither party shall be responsible to another Party for any negligent act or omission in connection with this Token Sharing Agreement. If injury or property damage results from the joint or concurrent negligence of any of the Parties, liability, if any, shall be shared by each Party on the basis on comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them including governmental immunity. No provision herein shall be deemed a waiver of any defense available by law to any party.

5.02 Contractual Relationship. It is understood and agreed that the relationship described in this Token Sharing Agreement between the Parties is contractual in nature between independent Parties and is not to be construed to create a partnership, joint venture, joint enterprise or agency relationship between the Parties. Nor shall any Party be liable for any debts incurred by the other Party in the conduct of such other Party's business or functions.

5.03 Assignment. This Token Sharing Agreement may not be assigned by any Party without the prior written consent of the other Party, which may be granted or withheld in the sole discretion of the Party being asked to consent.

5.04 Entire Agreement. This Token Sharing Agreement constitutes the entire agreement between the Parties as to the subject matter hereto and supersedes any other prior or contemporaneous agreement concerning the subject matter of this transaction, whether oral or written.
5.05 Amendments to Agreement. Except as specified in this Token Sharing Agreement, no modification, amendment, innovation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing, duly authorized and executed by the Parties hereto.

5.06 Severability. If any provision of this Token Sharing Agreement is held for any reason to be illegal, unenforceable or invalid, such holding will not affect the legality or validity of any of the other provisions herein. The illegal, unenforceable or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

5.07 Choice of Laws and Venue. This Token Sharing Agreement shall be governed by Texas law and exclusive venue shall lie in Dallas County, Texas.

5.08 Counterparts. This Token Sharing Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

5.09 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Token Sharing Agreement shall survive termination.

TEXOMA PARATRANSIT SYSTEMS, INC.

______________________________  ____________________
Brad Underwood                  Date

Approved as to form only as Platform Provider:

Unwire Inc

______________________________  ____________________
Gregor Bleier                   Date
EXHIBIT D

NON-EXCLUSIVE SERVICE MARK LICENSE AGREEMENT

BETWEEN

DALLAS AREA RAPID TRANSIT AND TEXOMA AREA
PARATRANSIT SYSTEMS, INC.

THIS NON-EXCLUSIVE SERVICE MARK LICENSE AGREEMENT ("License Agreement") is made and entered between Dallas Area Rapid Transit, a Texas regional transportation authority existing under Chapter 452 of the Texas Transportation Code ("DART"), having its principal office at 1401 Pacific Avenue, Dallas, Texas 75266; Texoma Area Paratransit Systems, Inc., a Texas nonprofit corporation, having its principal office at [__], Sherman, Texas (collectively DART and TAPS referred to as the "Parties" or singularly as a "Party") acting by and through their respective authorized representatives.

WHEREAS, DART has entered into a multi-year contract with Unwire APS for the development and provision of mobile phone application ("App") and related functional capabilities; and

WHEREAS, TAPS has entered into an Agreement To Provide Mobile Ticketing Services with DART (the "APP Agreement") under which mobile ticketing products, tickets and passes will be made available to the public; and

WHEREAS, each Party is the owner of its respective Marks now in use, and has the exclusive right to use and license the use thereof; and

WHEREAS, the Parties desire to grant a non-exclusive, non-transferable, worldwide, royalty-free license, without the right to sublicense to each other to use the Marks on the terms and conditions set forth in this License Agreement; and

WHEREAS, the Parties agree to comply with each of the other Party's standards in order to cooperate in preserving the reputation and goodwill of the Marks.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.00 GRANT OF LICENSE

1.01 The Parties hereby grant each other a non-exclusive revocable, nontransferable, worldwide, royalty-free license, without the right to sublicense, to use the Marks for the following: (a) in connection with marketing transportation services of the Parties ("Services") and tickets, passes,
and other products of the Parties ("Products") in the State of Texas; and (b) in connection with the App and related functional capabilities of the App.

2.00 TERM

2.01 The term of this License Agreement shall begin on the date of the last party to execute and continue until the sooner of 1) the termination or expiration of the the APP Agreement, or 2) the termination or abandonment of the respective Party's Marks.

3.00 EFFECTS OF AND PROCEDURE ON TERMINATION

3.01 Upon the expiration or termination of this License Agreement, all rights of the Parties under the license granted hereunder shall terminate and each Party shall immediately discontinue the use of the other Party’s Marks. The Parties acknowledge that their failure to cease the use of the Marks upon termination of this License Agreement shall result in immediate and irreparable harm and damage.

4.00 MARKS

4.01 The Parties acknowledge each Party's Marks are the sole and exclusive intellectual property of such Party and agree not to claim or seek any right, title or interest in the Marks of the other Party.

4.02 The Parties may not create, license or use any variation or derivative work of the other Party’s Marks.

4.03 Each Party shall not directly or indirectly contest or deny the validity or enforceability of the Marks or oppose or seek to terminate any registration of, or abandonment of the other Party's Marks.

4.04 The Parties agree that, should each market the Services and Products of the other, each shall promote the Services and Products of the other in a professional business-like manner, consistent with industry standards and enhancing the general reputation of the Marks.

4.05 Any and all goodwill arising from the Party’s use of the Marks shall inure solely to the benefit of the respective Party of such Marks, and neither during nor after the termination of this License Agreement and the license granted hereunder shall assert any claim to the Marks or such goodwill. Each Party shall not take any action that could reasonably be construed to be harmful, damaging or detrimental to the Marks or the goodwill associated with the Marks.

4.06 The provisions of all the provisions of this Section 4 shall survive the expiration or termination of this License Agreement.

5.00 STANDARDS AND QUALITY CONTROL

5.01 The Parties agree that for so long as each is licensed to use the Marks of the other Party under the terms of this License Agreement, all advertising, promotional and marketing materials
related to the Marks ("Marketing Materials") shall be in good taste and so as to not adversely impact or tarnish the reputation of the Marks, and shall conform to industry standards and the standards established by the respective Party. Each Party shall have the right to inspect and approve or disapprove proposed Marketing Materials prior to use by the other Party. Any Marketing Materials submitted to a Party shall be deemed approved unless the other Party is notified Parties in writing within ten (10) days after receipt of the proposed Marketing Materials.

5.02 The Parties understand and agree that an essential condition of this Agreement is the protection of the quality and goodwill of the Marks. The Parties shall ensure that the Marks are used in a manner that:

(i) is consistent with the purpose of the Parties’ business operations;

(ii) complies with the Parties’ branding guidelines as may be reasonably updated from time-to-time, and any other reasonable standards, guidelines, and formats provided by one Party to the other Party from time-to-time; and

(iii) and is in accordance with good trademark practice in the applicable country or jurisdiction.

5.03 The Parties acknowledge the high standards, quality, style, and image of the Marks and that the quality control provisions of this Agreement are designed to ensure that all uses of the Marks are consistent with the reputation for high quality symbolized by the Marks and attributed to the Parties. With respect to the use of the Marks, each Party shall ensure that:

(i) the Marks are not used in any manner that would reflect adversely on the reputation for high quality symbolized by the Marks or the reputation of the Parties;

(ii) neither Party uses the Marks in any manner that devalues, injures, demeans, or dilutes the reputation of the Marks or the reputation of the Parties; and

(iii) the use of the Marks shall adhere to a level of quality at least as high as the highest standard each Party uses in connection with any trademarks it may own, develop, or acquire.

6.00 INFRINGEMENT

6.01 A Party shall promptly notify the other Party of any infringement or unauthorized use of the Marks by any person, corporation or business entity. Each Party shall have the sole right, at its expense, to bring any action regarding any infringement or unauthorized use of its Mark; and the other Party shall fully cooperate with such Party in such action.

6.02 Notwithstanding anything herein to the contrary, the Parties have no liability to each other for or in respect of any claim by a third party of the use of the Marks, or the violation or infringement of any intellectual property rights by a third party except when caused by such Party.
7.00 INDEMNITY

7.01 Each Party shall, to the fullest extent allowed by law, at its own expense, defend and indemnify and save and hold harmless each other Party, its officers, employees and agents from and against any and all liabilities, claims, causes of actions, suits, damages and expenses, including attorneys' fees and expenses, for which each Party becomes liable, or may incur or be compelled to pay by reason of claims by third parties (i) of infringement of any patent, copyright, trademark, or service mark arising from the use of the Marks by such Party and; (ii) any actions, whether of omission or commission, that may be committed or suffered by each Party or any of its officers, employees or agents in connection with the Parties' performance of this License Agreement.

7.02 It is understood and agreed among the Parties that each Party hereto shall be responsible for its own acts of negligence in connection with this License Agreement and no Party shall be responsible to any other Party for any negligent act or omission in connection with this License Agreement. If injury or property damage results from the joint or concurrent negligence of the Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. No provision herein shall be deemed a waiver of any defense available by law to either party. The provisions of this Section 7 shall survive the expiration or termination of this License Agreement.

8.00 CONTRACTUAL RELATIONSHIP

8.01 It is understood and agreed that the relationship described in this License Agreement between the Parties is contractual in nature between independent Parties and is not to be construed to create a partnership, joint venture, joint enterprise or agency relationship between the Parties.

9.00 ASSIGNMENT

9.01 This License Agreement may not be assigned without the prior written consent of the other Party, which may be granted or withheld in the sole discretion of such Party.

10.00 AMENDMENTS TO AGREEMENT

10.01 Except as otherwise provided in this License Agreement, no modification, amendment, innovation, renewal or other alteration of this License Agreement shall be effective unless mutually agreed in writing and executed by all Parties.

11.00 ENTIRE AGREEMENT

11.01 This License Agreement constitutes the entire agreement between the Parties hereto and supersedes any other prior or contemporaneous agreement concerning the subject matter of this transaction, whether oral or written.
12.00 BINDING EFFECT

12.01 This License Agreement and the respective rights and obligations of the Parties hereto shall insure to the benefit and be binding upon the Parties and their respective successors.

13.00 NOTICES

13.01 Any notice required to be given hereunder shall be deemed given if in writing and personally delivered or actually deposited in the United States mail in registered or certified form, return receipt requested, postage prepaid, and addressed to the notified Party at the address set forth above.

14.00 CHOICE OF LAWS AND VENUE

14.01 This License Agreement shall be governed by Texas law and exclusive venue shall be in Dallas County, Texas.

15.00 COUNTERPARTS

15.01 This License Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

16.00 SURVIVAL OF COVENANTS

16.01 Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this License Agreement shall survive termination.

DALLAS AREA RAPID TRANSIT

Gary C. Thomas  
President/Executive Director  

Date

Texoma Area Paratransit Services, Inc.

Brad Underwood  

Date
## SCHEDULE "A"

### LICENSED MARKS

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SETTLEMENT AGREEMENT

This Settlement Agreement and Mutual Release (“Settlement Agreement” or “Agreement”) is entered into effective as of (although not necessarily executed on) the ____ day of ________________, 2014, by and between Texoma Area Paratransit System, Inc., a Texas nonprofit corporation (“TAPS, Inc.”), Texoma Area Paratransit Systems D/B/A “TAPS Public Transit”, a Texas rural public transportation district and governmental entity organized and existing under Chapter 458 of the Texas Transportation Code (“TAPS”) and Dallas Area Rapid Transit regional transportation authority organized under Chapter 452 of the Texas Transportation Code (“DART”), collectively referred to as the “Parties” and individually referred to as a “Party” from time to time or as designated.

RECITALS

WHEREAS, TAPS, Inc. has caused to be filed in the United States Patent and Trademark Office (the “USPTO”) before the Trademark Trial and Appeal Board, a Notice of Opposition, Opposition No. 91212966, styled, Texoma Area Paratransit System, Inc. v. Dallas Area Rapid Transit, wherein TAPS opposes DART’s attempted registration of GOPASS as a federal trademark under Application Serial No. 85835453 (the “Lawsuit”);

WHEREAS, DART has pending with the USPTO two (2) additional applications to register GOPASS as a federal trademark under Application Serial Nos. 86005498 and 86005554;

WHEREAS, TAPS, Inc. has pending with the USPTO two (2) applications to register GOPASS as a federal trademark under Application Serial Nos. 86154621 and 86154377;

WHEREAS, TAPS, Inc. has pending with the USPTO two (2) applications to register GOTAPS as a federal trademark under Application Serial Nos. 86116322 and 86115792;

WHEREAS, the Parties are public transportation providers in the State of Texas;

WHEREAS, the Parties desire to fully and finally settle and compromise all claims, matters, disputes and causes of action between and among them, and to enter into certain promises and agreements between them; and

WHEREAS, to avoid the cost, uncertainty and inconvenience of further litigation, and to buy peace, the Parties have agreed to resolve the Lawsuit pursuant to the terms of this Agreement.

AGREEMENT

Therefore, in consideration of the mutual agreements and releases set forth in this Agreement and for Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, DART and TAPS agree:
1. **Definitions.**

   1.1 All references to DART include its successors, assigns, subsidiaries, affiliates, directors, officers, attorneys and legal representatives.

   1.2 All references to TAPS, Inc. include its successors, assigns, subsidiaries, affiliates, directors, officers, attorneys and legal representatives.

   1.3 All references to TAPS includes its successors, assigns, subsidiaries, affiliates, directors, officers, attorneys and legal representatives.

   1.4 The term “APP Agreement” means the Agreement, together with all Exhibits including Exhibit D, License Agreement, by and between the DART and TAPS, Inc. and being attached hereto as Exhibit “A” and incorporated by reference herein, the APP Agreement generally providing the terms and conditions under which DART will make its GOPASS electronic application available to TAPS, INC. for use by TAPS INC. customers.

2. **Dismissal of the Lawsuit.**

   Within five days of the full execution of this Agreement, the APP Agreement and approval of the Agreement and the APP Agreement by the Board of Directors for DART, TAPS and TAPS INC., TAPS, INC. agrees to dismiss the Lawsuit.

3. **Abandonment of TAPS INC. GOPASS Applications.**

   Within five days of the full execution of this Agreement and the ILA, TAPS INC. agrees to file with the USPTO all forms necessary to abandon its applications to register GOPASS as a federal trademark under Application Serial Nos. 86154621 and 86154377.

4. **TAPS will not contest DART’s GOPASS Applications.**

   Following the full execution of this Agreement and the APP Agreement, TAPS and TAPS, INC. agree not to object or otherwise oppose any pending or future applications by DART to register GOPASS as a word mark or design mark with the USPTO or any other State, Territory or Country. TAPS and TAPS, INC. agree to not assert and waive any common law rights to the use of GOPASS.

5. **DART will not contest TAPS’s GOTAPS Applications.**

   Following the full execution of this Agreement, and the APP Agreement, DART agrees not to object or otherwise oppose any pending or future applications by TAPS or TAPS, INC. to register GOTAPS as a word mark or design mark with the USPTO or any other State, Territory
or Country, provided the word mark or design mark do not infringe a registered DART word mark or design mark.

6. **DART will not contest future GO Applications by TAPS.**

   Following the full execution of this Agreement and the APP Agreement, DART agrees not to object or otherwise oppose any pending or future applications by TAPS or TAPS, INC. to register other marks beginning with “Go” such as GoFare, GoAccess, GoAnywhere, and GoLocal, provided, however, that 1) TAPS and TAPS, INC. will not attempt to register “Go” or “Pass” in connection with any trademarks registered by DART, in the process of being registered by DART, or actually known by TAPS or TAPS, INC. to be used in commerce by DART or 2) register marks that infringe DART word or service marks.

7. **Mutual Cooperation Regarding Objections by USPTO or Other Authority.**

   Following the full execution of this Agreement and the APP Agreement, each of the Parties agrees to provide reasonable cooperation to the other Parties in providing assistance in resisting any objection by the USPTO or other governmental authority to any pending or future trademark application by a Party alleging a Party’s mark is similar or comparable to a trademark or trademark application owned by the other Party.

8. **TAPS’ Rights Regarding Existing Inventory of GOPASS Punch Cards.**

   For a period not to exceed twelve (12) months from the full execution of this Agreement and the APP Agreement, TAPS and TAPS, INC. may continue to sell its existing stock of GOPASS punch cards, provided, however, that neither TAPS nor TAPS, INC. will replenish or otherwise restock GOPASS punch cards if supply should be exhausted prior to the expiration of such twelve (12) month period. Notwithstanding anything to the contrary in this Agreement, it shall not be a breach of this Agreement for TAPS and TAPS, INC. to honor the use by its customers of its GOPASS punch cards sold before or within the aforementioned twelve (12) month period.

9. **APPROVALS RECEIVED**

   In executing this Agreement and the APP Agreement and accompanying Exhibits, the Parties assert that the respective Board of Directors have approved execution of same, as appropriate. Each Party shall notify the other Parties upon approval of execution of this Agreement and the APP Agreement by such Board of Directors and provide resolutions evidencing such approval.

10. **Mutual Releases.**

    10.1 **TAPS’s and TAPS, Inc. Release of DART.**

    UPON THE EXECUTION OF THIS AGREEMENT AND THE APP AGREEMENT, TAPS AND TAPS, INC. FULLY RELEASE AND FOREVER DISCHARGE DART FROM ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, APPEALS, SUITS, RIGHTS,
OBLIGATIONS, DAMAGES, LOSSES, CHARGES, DEBTS, LIABILITIES, AND DEMANDS WHATSOEVER, WHETHER FORESEEN OR UNFORESEEN, KNOWN OR UNKNOWN, DISCLOSED OR UNDISCLOSED, MATURER OR UNMATURED, IN LAW, EQUITY OR OTHERWISE, WHICH TAPS OR TAPS, INC. HAS OR HAD THAT ARISE FROM OR RELATE IN ANY WAY TO (i) DART’S USE OF GOPASS or GoPass and (ii) THE LAWSUIT, INCLUDING ANY CLAIMS THAT WERE ASSERTED OR COULD HAVE BEEN ASSERTED IN THE LAWSUIT, EXCEPT FOR THE OBLIGATIONS IMPOSED BY THIS AGREEMENT OR THE APP AGREEMENT.

10.2 DART’s Release of TAPS.

UPON THE EXECUTION OF THIS AGREEMENT AND THE APP AGREEMENT, DART FULLY RELEASES AND FOREVER DISCHARGES TAPS AND TAPS, INC. FROM ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, APPEALS, SUITS, RIGHTS, OBLIGATIONS, DAMAGES, LOSSES, CHARGES, DEBTS, LIABILITIES, AND DEMANDS WHATSOEVER, WHETHER FORESEEN OR UNFORESEEN, KNOWN OR UNKNOWN, DISCLOSED OR UNDISCLOSED, MATURER OR UNMATURED, IN LAW, EQUITY OR OTHERWISE, WHICH DART HAS OR HAD THAT ARISE FROM OR RELATE IN ANY WAY TO (i) TAPS’ USE OF GOPASS, (ii) THE LAWSUIT, or (iii) TAPS’ USE OF THE DART NAME OR CHEVRON, INCLUDING ANY CLAIMS THAT WERE ASSERTED OR COULD HAVE BEEN ASSERTED IN THE LAWSUIT, EXCEPT FOR THE OBLIGATIONS IMPOSED BY THIS AGREEMENT OR THE APP AGREEMENT.


All notices and other communications pursuant to this Agreement shall be in writing and shall be deemed given if: (1) delivered personally, (2) sent by nationally recognized, overnight courier, (3) mailed by certified mail (return receipt requested), with postage prepaid, or (4) sent by electronic means, such as by email, to the Parties at the following addresses:

To DART:
Executive Vice President – Finance
Dallas Area Rapid Transit
P. O. Box 660163
Dallas, Texas _75266

With a copy to:
DART’s attorney
General Counsel____________________________
Dallas Area Rapid Transit
P. O. Box 660163
Dallas, Texas _75266
To TAPS and TAPS, Inc. :


With a copy to:
TAPS’ and TAPS, Inc.’s attorney


12. Counterparts.

This Agreement may be signed in any number of counterparts or copies or on separate signature pages or by facsimile transmission or electronic means, which when taken together shall be deemed to be an original for all purposes.

13. Basis for Parties’ Understanding of The Agreement.

13.1 Each Party Relying on Own Judgment.

It is understood and agreed that the Parties hereto have carefully reviewed this Agreement, that they fully understand its terms, that they sought and obtained independent legal advice with respect to the negotiation and preparation of the Agreement and the APP Agreement, including all Exhibits to the APP Agreement, that this Agreement and the APP Agreement, including all Exhibits to the APP Agreement have been negotiated and prepared by the joint efforts of the respective attorneys for each of the Parties, and that the Parties have relied wholly upon their own judgment and knowledge (and the advice of their respective attorneys).

13.2 No Reliance on Representations or Assumed Facts.

THE PARTIES ALSO ACKNOWLEDGE THE CONTESTED AND ADVERSARIAL NATURE OF THE LAWSUIT AND UNDERLYING DISPUTES AND STIPULATE THAT IN EXECUTING THIS AGREEMENT THEY ARE NOT RELYING ON ANY REPRESENTATION BY ANY OTHER PARTY OR ITS AGENTS, REPRESENTATIVES OR ATTORNEYS, WITH REGARD TO: (1) FACTS UNDERLYING THE LAWSUIT, (2) THE SUBJECT MATTER OR EFFECT OF THIS AGREEMENT, AND (3) ANY OTHER FACTS OR ISSUES WHICH MIGHT BE DEEMED MATERIAL TO THE DECISION TO ENTER INTO THIS AGREEMENT, OTHER THAN AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.
15. **Section Numbers and Headings.**

Section numbers and section titles have been set forth herein for convenience only, and they shall not be construed to limit or extend the meaning or interpretation of any part of this Agreement.

16. **Governing Law.**

This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Texas without regard to its conflict of law principles. Venue shall lie in Dallas County, Texas.

17. **No Admission of Fault.**

This Agreement, the APP Agreement, and other obligations of, and consideration given by, either Party under this Agreement or the APP Agreement shall NOT constitute an admission of fault, wrongdoing or liability.

18. **Prevailing Party.**

In the event of any dispute that results in a proceeding to construe or enforce any provision of this Agreement or because of an alleged breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing Party may recover from the non-prevailing party reasonable and necessary attorneys’ fees that are equitable and just and other costs incurred (in addition to all other amounts and relief to which such party may be entitled to recover).

19. **No Strict Construction.**

The language used in this Agreement is chosen jointly by the Parties to express their mutual intent and no rule of construction will be applied against any Party, including any rule of draftsmanship. The Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against any of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity. The term “including” as used in this Agreement is used to list items by way of example and shall not be deemed to constitute a limitation of any term or provision contained herein.

20. **Attorneys’ Fees, Expenses and Court Costs.**

The Parties agree to pay their own attorneys’ fees, court costs and expenses incurred in relation to the Agreement and the APP Agreement.
21. **No Oral Modifications.**

This Agreement may not be modified, amended or terminated orally. No modification, amendment or termination, or any waiver of any of the provisions of this Agreement, shall be binding unless same is in writing and signed by the person against whom such modification, amendment or waiver is sought to be enforced.

22. **No Waiver.**

The failure of any of the Parties to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way affect the validity of this Agreement or any part thereof or any right of any person thereafter to enforce each and every provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other breach.

23. **Execution of Necessary Documents.**

The Parties further covenant and agree to execute any and all documents reasonably necessary to effectuate the provisions of this Agreement, including but not limited to a joint motion to dismiss the Lawsuit.

24. **Limitation of Liability**

In no event will any Party be liable to the other for any consequential, indirect, special, incidental or punitive damages, regardless of the form of action, whether in an agreement, tort, strict product liability or otherwise, even if advised of the possibility of such damages and even if the damages were foreseeable in connection with this Agreement or the APP Agreement. Damages sought under this Agreement or the APP Agreement shall not exceed the annual amounts paid in accordance with Section 4 of the APP Agreement in the year in which suit is brought and, if brought after expiration or termination, the final year of the APP Agreement.

**AGREED AND ACCEPTED:**

______________________________________ ____________  ______________________________

Date

______________________________________ ____________  ______________________________

Date
7. Receive Update on McKinney Fixed Route Project and Implementation Schedule
Tim Patton, COO
8. Receive Presentation on unique opportunity with UT Arlington
Corey Young,
Director of Grants Administration & Panning
9. Receive Update on HHSC challenges and solutions
   Jeannie Slape, CAO
10. Receive Update on 2012-2014 FTA Tri-Annual Review
Brad Underwood, CEO
November 13, 2014

Mr. Jay Davidson
Chairman, Board of Directors
TAPS Public Transit
P.O. Box 1299
Decatur, TX 76234


Dear Mr. Davidson:

This report documents the Federal Transit Administration’s (FTA) Triennial Review of the Texoma Area Paratransit System (TAPS) of Sherman, Texas. This review is required by Chapter 53 of Title 49, United States Code, Section 5307. Although less exacting than an audit, the Triennial Review is the FTA’s assessment of TAPS’ compliance with Federal requirements, determined by examining a sample of grant management and program implementation practices. As such, the Triennial Review is not intended as, nor does it constitute a comprehensive and final review of compliance with grant requirements.

The Triennial Review focused on TAPS’ compliance in 17 areas. No deficiencies were found with the FTA requirements in seven areas. Deficiencies were found in 10 areas: Financial Management and Financial Capacity, Technical Capacity, Maintenance, ADA, Title VI, Procurement, DBE, Satisfactory Continuing Control, Planning/POP and EEO. This was the first Triennial Review of TAPS.

Thank you for your cooperation and assistance during this Triennial Review. If you need any technical assistance or have any questions, please do not hesitate to contact Abel Ayala at (817) 978-0560 or abel.ayala@dot.gov or Andrew Lynd at (856) 404-2040 or alynd@pierlottassociates.com.

Sincerely,

Robert C. Patrick
Regional Administrator

Enclosure

Cc w/enclosure: Brad Underwood, CEO, TAPS
FINAL REPORT

FY2014 TRIENNIAL REVIEW

of the

Texoma Area Paratransit System
[TAPS]
Sherman, Texas
Recipient ID:  6995

Performed for:

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION
REGION 6

Prepared by:

Pierlott & Associates, LLC
(under subcontract to Interactive Elements, Inc.)

Scoping Meeting Date:  June 11, 2014
Site Visit Dates:  September 25-26, 2014
Final Report Date: November 13, 2014
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I. Executive Summary

This report documents the Federal Transit Administration’s (FTA) Triennial Review of the Texoma Area Paratransit System of Sherman, Texas. The review was performed by the Interactive Elements, Inc. team. During the site visit, administrative and statutory requirements were discussed and documents were reviewed. The TAPS transit facilities were toured to provide an overview of activities related to FTA-funded projects. It is important to note that this is the first Triennial Review of TAPS.

The Triennial Review focused on TAPS’ compliance in 17 areas. Deficiencies were found in the areas listed below.

<table>
<thead>
<tr>
<th>Review Area</th>
<th>Code</th>
<th>Deficiencies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Management and Financial Capacity</td>
<td></td>
<td>D-56 Excess cash problems</td>
</tr>
<tr>
<td></td>
<td></td>
<td>D-80 Insufficient effective control</td>
</tr>
<tr>
<td></td>
<td></td>
<td>D-254 Single audit submissions deficient</td>
</tr>
<tr>
<td></td>
<td></td>
<td>D-276 Ineligible expenses charged to grant</td>
</tr>
<tr>
<td>Technical Capacity</td>
<td></td>
<td>D-38 Late MPRs/FFRs</td>
</tr>
<tr>
<td>Maintenance</td>
<td></td>
<td>D-48 Vehicle maintenance plan incomplete or out of date</td>
</tr>
<tr>
<td></td>
<td></td>
<td>D-88 Late vehicle preventive maintenance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>D-273 Violation of procedures to ensure maintenance of accessible features</td>
</tr>
<tr>
<td>ADA</td>
<td></td>
<td>D-536 ADA complementary paratransit service not provided</td>
</tr>
<tr>
<td>Title VI</td>
<td></td>
<td>D-246 Title VI Service standards and/or policies lacking</td>
</tr>
<tr>
<td>Procurement</td>
<td></td>
<td>D-265 Pre-award and/or post-delivery certifications lacking</td>
</tr>
<tr>
<td>DBE</td>
<td></td>
<td>D-327 DBE uniform reports not submitted semi-annually</td>
</tr>
<tr>
<td>Satisfactory Continuing Control</td>
<td></td>
<td>D-58 Inadequate equipment records</td>
</tr>
<tr>
<td>Planning/ POP</td>
<td></td>
<td>D-55 Elements missing in POP public participation procedures</td>
</tr>
<tr>
<td></td>
<td></td>
<td>D-93 POP public notice deficiencies</td>
</tr>
<tr>
<td>EEO</td>
<td></td>
<td>D-44 EEO program not submitted or expired</td>
</tr>
</tbody>
</table>

II. Review Background and Process

1. Background

The United States Code, Chapter 53 of Title 49, requires the FTA of the United States Department of Transportation (USDOT) to perform reviews and evaluations of Urbanized Area Formula Grant activities at least every three years. This requirement is contained in 49 U.S.C. 5307(i). This review was performed in accordance with FTA procedures (published in FTA Order 9010.1B, April 5, 1993). At least once every three years, the Secretary shall review and evaluate completely the performance of a grantee in carrying out its program, specifically
referring to compliance with statutory and administrative requirements.

The Triennial Review includes a review of the grantee’s compliance in 17 areas. The basic requirements for each of these areas are summarized in Section IV.

This report presents the findings from the Triennial Review of the Texas Area Paratransit System (TAPS) of Sherman, Texas. The review concentrated on procedures and practices employed during the past three years; however, coverage was extended to earlier periods as needed to assess the policies in place and the management of grants. The specific documents reviewed are referenced in this report and are available at FTA’s Region 6 Office or at the grantee’s office.

2. Process

The Triennial Review process includes a pre-review assessment, a review scoping meeting with the FTA regional office, and an on-site visit to the grantee’s location. This is the first Triennial Review of TAPS. The review scoping meeting was conducted with the Region 6 Office on June 11, 2014. Necessary files retained by the regional office were sent to the reviewer electronically. A review package was sent to TAPS advising it of the site visit and indicating information that would be needed and issues that would be discussed. The site visit to Sherman occurred on September 25-26, 2014.

The onsite portion of the review began with an entrance conference, in which the purpose of the Triennial Review and the review process were discussed. The remaining time was spent discussing administrative and statutory requirements and reviewing documents. A tour of the TAPS transit facilities was conducted to provide an overview of activities related to FTA-funded projects. A sample of maintenance records for FTA-funded vehicles and equipment was also examined during the site visit. Upon completion of the review, a summary of preliminary findings was provided to TAPS at an exit conference. The individuals participating in the review are listed in Section VI of this report.

3. Metrics

The metrics used to evaluate whether a grantee is meeting the requirements for each of the areas reviewed are:

- **Not Deficient**: An area is considered not deficient if, during the review, no findings were noted with the grantee’s implementation of the requirements.

- **Deficient**: An area is considered deficient if all of the requirements within the area reviewed were not met.

- **Not Applicable**: An area can be deemed not applicable if, after an initial assessment, the grantee does not conduct activities for which the requirements of the respective area would be applicable.
III. Grantee Description

Organization

The Texoma Area Paratransit System (TAPS) is a political subdivision of the State of Texas, operating as TAPS Public Transit. TAPS Public Transit is a private, non-profit corporation. TAPS originated as a van and a station wagon ride service in 1986, supported 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 maximize resources in order to address the regional transportation needs.

In July 2013, through an agreement with the Collin County Commission, TAPS assumed the operations of the former Collin County Area Regional Transit system (CCART) of McKinney, Texas. TAPS operates most services in-house, but contracts with Lone Star Coach for certain express route service and with First Transit Inc. to manage, Transit Management of Sherman, Inc., the operating company for TAPS.

Services

TAPS provides local fixed-route service in the cities of Allen, Denison, Sherman and McKinney, commuter and express fixed-route services between McKinney and Sherman, between Sherman and Durant, Oklahoma, and provides feeder connection routes from Allen, Sherman and McKinney to the Dallas Area Rapid Transit (DART) Parker Road light rail station in Plano, Texas.

In the summer of 2014, TAPS Public Transit was awarded a 3-year contract from the Texas Health and Human Services Commission to provide Non-Emergency Medical Transportation (NEMT) to members of the state’s Medicaid program. The contract directs TAPS Access to provide NEMT services to a 16-county region of North Texas, including Archer, Baylor, Clay, Cooke, Cottle, Fannin, Foard, Grayson, Hardeman, Jack, Montague, Wilbarger, Wichita, Wise and Young counties.

Weekday demand response transit service is provided from 5:00 a.m. to 6:00 p.m. and Saturdays from 8:00 a.m. to 3:00 p.m. There is no Sunday demand response service. Fixed-route service operates weekdays from 6:00 a.m. to 11:45 p.m., depending on the route; Saturdays 8:45 a.m. to midnight (Allen and Sherman/Denison only); and from 10:00 a.m. to 9:00 p.m. on Sundays (Allen only).

The basic adult fare for local bus service is $1.00. Seniors, persons with disabilities, and Medicare cardholders ride at no charge during all hours. TAPS also offers monthly passes with unlimited daily rides. Fares for demand response services are $2.00 for in-town rides, $3.00 for out-of-town rides, and $4 for out-of-county rides.

TAPS utilizes 37 buses for its fixed route service. The fleet is comprised of 25 to 40-foot standard buses and body-on-chassis buses. TAPS requires 15 buses for peak service. TAPS has approximately 110 additional vehicles in its demand response fleet, consisting of vans and body-on-chassis vehicles. All of the fixed-route buses and most of the demand response vehicles are ADA accessible. The non-accessible vehicles are used for demand response service for individuals not requiring use of a lift. TAPS service operates from six bus garages: two in
Sherman and one each in McKinney, Gainesville, Decatur and Bonham, Texas. TAPS operates from an administrative and operations center located on Texoma Parkway in Sherman. TAPS has four transit centers: two in Allen and one each in Sherman and McKinney.

TAPS’ National Transit Database Report for FY2013 provided the following financial and operating statistics for its fixed-route and paratransit service:

<table>
<thead>
<tr>
<th></th>
<th>Fixed-Route Service</th>
<th>Commuter Bus</th>
<th>Demand Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle Revenue Miles</td>
<td>157,748</td>
<td>486,214</td>
<td>2,121,289</td>
</tr>
<tr>
<td>Vehicle Revenue Hours</td>
<td>9,098</td>
<td>14,978</td>
<td>113,214</td>
</tr>
<tr>
<td>Operating Expenses</td>
<td>$258,816</td>
<td>$717,486</td>
<td>$4,357,694</td>
</tr>
</tbody>
</table>

**Grant Activity**

Below is a list of TAPS’ active grants at the time of the review.

<table>
<thead>
<tr>
<th>Grant Number</th>
<th>Grant Amount</th>
<th>Year Executed</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>TX-90-Y005</td>
<td>$800,536</td>
<td>2013</td>
<td>FY2013 Sherman UZA Gov Appor</td>
</tr>
<tr>
<td>TX-90-Y025</td>
<td>$1,496,580</td>
<td>2013</td>
<td>FY2013 McKinney UZA Gov Appor</td>
</tr>
<tr>
<td>TX-90-Y109</td>
<td>$1,127,706</td>
<td>2014</td>
<td>FY2013 McKinney UZA Capital &amp; Operating</td>
</tr>
<tr>
<td>TX-90-Y111</td>
<td>$5,290,998</td>
<td>2014</td>
<td>FY2014 McKinney UZA Operating</td>
</tr>
<tr>
<td>TX-90-Y112</td>
<td>$2,329,894</td>
<td>2014</td>
<td>FY2014 Sherman UZA Operating</td>
</tr>
</tbody>
</table>

**Completed Projects**

In the past three years, TAPS has begun operating public transit services in Collin County, Texas, expanded its Sherman/Denison fixed-routes, assumed operation of McKinney fixed-route service, and added commuter routes in McKinney and Allen, Texas. TAPS has worked diligently as the lead agency to coordinate RCT-related planning activities in Cooke, Fannin, and Grayson Counties. TAPS also established the Red River Route, a JARC project that shuttles commuters back and forth between Sherman, TX and Durant, OK.

**Projects Underway**

TAPS is developing and implementing a number of JARC Routes in Collin County. Thus far, TAPS has established JARC routes from McKinney to Plano and from Allen to Plano. TAPS is also in the planning phase for four additional JARC routes within Collin County.

**Future Projects**

TAPS will soon begin construction on a new multimodal facility in Sherman, TX. TAPS is also developing a multitude of Feeder Routes/Commuter Routes throughout its seven-county service area (such as a route from Decatur to Fort Worth).
IV. Results of the Review

1. Financial Management and Financial Capacity

Basic Requirement: The grantee must demonstrate the ability to match and manage FTA grant funds, cover cost increases and operating deficits, cover maintenance and operational costs for FTA funded facilities and equipment, as well as conduct and respond to applicable audits.

Finding No. 1: During this Triennial Review of TAPS, deficiencies were found with the FTA requirements for Financial Management and Financial Capacity. A review of a sample of TAPS’ ECHO drawdowns revealed that in two of the drawdowns examined, TAPS took longer than three business days to disburse the federal funds drawn down for capital expenses. TAPS drew $750,000 on July 29, 2013 to pay for the purchase of four buses. The checks issued to disburse those funds were dated August 6, September 25 and November 18, 2013. On another occasion, TAPS drew $274,975 on January 29, 2013 to pay for the purchase of five vehicles. The check issued to disburse those funds was dated March 1, 2013.

Corrective Action(s) and Schedule: No later than March 2, 2015, TAPS must provide the FTA Region 6 Office with a complete accounting of all instances in which it drew down funds that were held for longer than three business days before being disbursed, and work with the FTA Region 6 Office to determine if interest is owed to the Federal Treasury. TAPS also must submit to the FTA Region 6 Office procedures addressing the requirement that FTA funds be disbursed within three business days.

Finding No. 2: During the review of the Financial Management area, it was discovered that there was a lack of segregation of duties in the TAPS ECHO drawdown process. The drawdowns were created, approved, and drawn down by the TAPS Chief Financial Officer, with no oversight from other TAPS personnel.

Corrective Action(s) and Schedule: No later than March 2, 2015, TAPS must submit to the FTA Region 6 Office a process documenting that the duties for preparing and drawing ECHO requests have been segregated among different personnel, and that the approving/authorized official approves each ECHO request.

Finding No. 3: Due to changes in external audit personnel and other issues, the TAPS FY2012 A-133 single audit was not completed until January 2014. The TAPS fiscal year runs from October 1 to September 30 each year. Several deficiencies and material weaknesses were identified in the FY2012 audit related to the DOT program. TAPS did not submit a copy of the single audit to the FTA Region 6 Office, nor did it submit a copy of the TAPS management response to the audit findings. TAPS provided a copy of the FY2012 single audit to the FTA during the site visit. TAPS also had not been uploading the SF-SAC single audit summary reports into the Federal Audit Clearinghouse (FAC) as required. That issue was identified by the FY2012 single audit, and prior to the Triennial Review site visit, TAPS uploaded several years worth of SF-SAC reports into the FAC. The FY2013 TAPS single audit was still being completed at the time of the site visit and is expected to be released sometime in October 2014. TAPS indicated additional deficiencies would be identified in the FY2013 audit.
Corrective Action(s) and Schedule: No later than March 2, 2015, TAPS must submit the FY2013 single audit and FY2012 and FY2013 management response comments to the FTA Region 6 Office, along with a documented process that describes how TAPS will ensure that future audit and/or SF-SAC submissions are completed on time.

Finding No. 4: In July 2013, through an agreement with the Collin County Commission, TAPS assumed the operations of the former Collin County Area Regional Transit system (CCART). TAPS also was to receive the FTA CCART/McKinney UZA apportionment funding to assist in operating the Collin County service. Due to delays in getting the federal funding, TAPS experienced a funding shortfall for operations and drew down capital funds from one of its existing active grants to cover its operating deficit. TAPS did not notify FTA of its intentions to use its capital funds to cover the operating deficit. TAPS made an ECHO adjustment of (-) $1,427,205 in grant TX-90-Y109 on August 27, 2014 to reimburse FTA for the capital funds it drew down for operating purposes.

Corrective Action(s) and Schedule: No later than March 2, 2015, TAPS must work with the FTA Region 6 Office to fully account for and document the ECHO drawdown(s) of capital funds used for reimbursement of operating expenses and determine if reimbursement is due to FTA for ineligible drawdowns charged to grants.

2. Technical Capacity

Basic Requirement: The grantee must be able to implement FTA funded projects in accordance with the grant application, Master Agreement, and all applicable laws and regulations, using sound management practices.

Finding: During this Triennial Review of TAPS, deficiencies were found with the FTA requirements for Technical Capacity. TAPS has not been consistently submitting the MPR and FFR reports for its active grants in the TEAM system. TAPS is required to report annually, but no MPR and FFR reports could be found in the TEAM system for the two active grants that would have required reports for FY2013, TX-90-Y005 and TX-90-Y025. As TAPS now is getting funding for both large and small UZA operations, FTA has requested that TAPS begin submitting quarterly reports for its large UZA grants (McKinney UZA) and annually for the small UZA grants (Sherman UZA).

Corrective Action(s) and Schedule: No later than October 30, 2014, TAPS must enter its year-end MPR/FFR report(s) for the 4th quarter FY2014 for all active grants into TEAM and also submit procedures for submitting reports on time (quarterly for McKinney UZA grants; annually for Sherman UZA grants). TAPS must email the FTA regional office when reports are submitted.

3. Maintenance

Basic Requirement: Grantees and subrecipients must keep federally funded vehicles, equipment and facilities in good operating condition. Grantees and subrecipients must keep ADA accessibility features on all vehicles, equipment and facilities in good operating order.
Finding No. 1: During this Triennial Review of TAPS, deficiencies were found with the FTA requirements for Maintenance. During the review of vehicle preventive maintenance records, it was observed that only one inspection record was available for one of the vehicles chosen. Records also appeared to be missing from three other vehicles inspected, as large gaps were noted in the inspection histories, indicating records were missing from the preventive maintenance folders.

Corrective Action(s) and Schedule: No later than March 2, 2015, TAPS must submit to the FTA Region 6 Office a revised maintenance program/plan that includes procedures for keeping adequate and complete preventive maintenance records and submit evidence that the revised program has been implemented.

Finding No. 2: TAPS is not performing preventive maintenance inspections on time. TAPS has established preventive maintenance intervals of 3,000, 5,000 and 7,000 miles for its transit vehicles, depending on the type of vehicle. A sample of preventive maintenance records was examined for three fixed-route and two demand response transit vehicles (a third demand response vehicle chosen had recently been placed out of service with the intention to dispose of the vehicle, so no record was available). Preventive maintenance inspections were performed on time in zero percent of the demand response intervals sampled and 30.7 percent of the fixed-route intervals sampled.

Corrective Action(s) and Schedule: No later than March 2, 2015, TAPS must submit to the FTA Regional Office procedures for completing preventive maintenance inspections on time. Beginning December 10, 2014, TAPS also must submit a report signed by the TAPS CEO on its preventive maintenance interval results monthly until the data demonstrates TAPS has conducted at least 80 percent of its preventive maintenance on time for three consecutive months. For each revenue vehicle that received a preventive maintenance inspection during the month, TAPS will include with the submittal a report that lists the bus number, date of the inspection, mileage of the current inspection, mileage of the previous inspection, the mileage interval between the two inspections and the percentage of the inspections performed on time. TAPS must submit back-up documentation for each vehicle inspected (e.g., copy of work order, printout of completed inspection from maintenance system) documenting the date and mileage of the inspection.

Finding No. 2: During the review of vehicle preventive maintenance inspections, it was observed that the PM checklists did not include preventive maintenance inspections for ADA accessible equipment or features. Thus, a determination could not be made as to whether, or how often, ADA accessible equipment maintenance is being performed.

Corrective Action(s) and Schedule: No later than March 2, 2015, TAPS must revise its preventive maintenance inspection sheets to include maintenance of accessibility features and submit evidence of implementation to the FTA Region 6 Regional Civil Rights Officer (RCRO).

4. Americans with Disabilities Act

Basic Requirement: Titles II and III of the Americans with Disabilities Act of 1990 (ADA) provide that no entity shall discriminate against an individual with a disability in connection with
the provision of transportation service. The law sets forth specific requirements for vehicle and facility accessibility and the provision of service, including complementary paratransit service.

Finding: During this Triennial Review of TAPS, deficiencies were found with the USDOT requirements for ADA. TAPS took over the CCART fixed-route service in July 2013. TAPS also operates local fixed-route service in the Sherman-Denison, TX area and in the city of Allen, TX. While TAPS has an extensive general public demand response transit service in its seven-county service area that includes these three cities, TAPS has not established an ADA complementary paratransit system for its fixed-route system. While TAPS is providing demand response service for anyone who requests it in the McKinney, Sherman-Denison and Allen areas, the demand response service does not operate during all of the same days and hours as the fixed-route services. TAPS is currently in the process of developing a complementary paratransit system and anticipates presenting the paratransit plan to its Board of Directors for approval in November 2014.

Corrective Action and Schedule: No later than March 2, 2015, TAPS must submit to the FTA RCRO a plan for implementing ADA complementary paratransit service and to report quarterly on the progress in meeting the plan.

5. Title VI

Basic Requirement: The grantee must ensure that no person shall, on the grounds of race, color, or national origin, be excluded from participating in, or be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance without regard to whether specific projects or services are federally funded. The grantee must ensure that federally supported transit services and related benefits are distributed in an equitable manner.

Note: The 2014 Triennial Review covers a three-year period in which the FTA issued a revised circular for Title VI, which provided more information on how to comply and changed requirements for some grantees with populations over 200,000 persons. As of October 1, 2012, grantees must comply with the requirements of FTA C 4702.1B. The Triennial Review will look at compliance with the requirement of FTA C 4702.1A for the period prior to October 1, 2012, and compliance with the revised circular for activities after this date.

Finding: During this Triennial Review of TAPS, deficiencies were found with the FTA requirements for Title VI. TAPS uploaded its Title VI Program in TEAM on February 19, 2014. The current status is listed as “In Review”. A review of the Title VI Program showed that TAPS did not include fixed-route service standards in the plan as required by Chapter 4.4 of FTA Circular 4702.1B.

Corrective Action and Schedule: No later than March 2, 2015, TAPS must submit to the FTA RCRO a revised Title VI Program in TEAM that describes its system-wide service standards and policies.
6. Procurement

**Basic Requirement:** Grantees use their own procurement procedures that reflect applicable state and local laws and regulations, provided that the process ensures competitive procurement and the procedures conform to applicable federal law, including 49 CFR Part 18 (specifically Section 18.36) and FTA Circular 4220.1F, “Third Party Contracting Guidance.”

**Finding:** During this Triennial Review of TAPS, deficiencies were found with the FTA requirements for Procurement. An examination of the procurement record for TAPS’ 2012 purchase of five El Dorado EZ Rider II transit coaches found that TAPS did not complete the required signed Pre-Award Buy America Certification and Pre-Award Purchaser’s Requirement Certification for this rolling stock procurement.

**Corrective Actions and Schedules:** No later than March 2, 2015, TAPS must submit to the FTA Region 6 Office the missing Buy America certifications for the El Dorado procurement reviewed and procedures for completing the applicable Buy America pre-award and post-delivery audit certifications for future revenue rolling stock procurements.

7. Disadvantaged Business Enterprise

**Basic Requirement:** The grantee must comply with 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. Grantees also must create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.

**Finding:** During this Triennial Review of TAPS, deficiencies were found with the USDOT requirements for DBE. TAPS has not consistently submitted its Uniform Report of DBE Awards or Commitments and Payments semi-annually in the TEAM system as required. The report for June 2012 was the only Uniform Report found in the TEAM system.

**Corrective Actions and Schedules:** No later than December 1, 2014, TAPS must submit the Uniform Report of DBE Awards or Commitments and Payments semi-annually (due June 1 and December 1) in TEAM-Web, and submit to the FTA Region 6 RCRO an implemented procedure that describes how future reports will be submitted on time.

8. Legal

**Basic Requirement:** The grantee must be eligible and authorized under state and local law to request, receive, and dispense FTA funds and to execute and administer FTA funded projects. The authority to take actions and responsibility on behalf of the grantee must be properly delegated and executed. Grantees must comply with Restrictions on Lobbying requirements.

**Finding:** During this Triennial Review of TAPS, no deficiencies were found with the FTA requirements for Legal.
9. **Satisfactory Continuing Control**

*Basic Requirement:* The grantee must ensure that FTA-funded property will remain available to be used for its originally authorized purpose throughout its useful life until disposition.

*Finding No. 1:* During this Triennial Review of TAPS, deficiencies were found with the FTA requirements for Satisfactory Continuing Control. An examination of the TAPS equipment records found that required information was missing from the records. The records examined did not include information on federal percentage, grant number, location, use and condition, disposition action, vested title and useful life.

*Corrective Actions and Schedules:* No later than March 2, 2015, TAPS must submit to the FTA Region 6 Office updated equipment records that include all of the required information.

*Finding No. 2:* TAPS has an excessive fixed-route spare ratio. TAPS’ 2013 National Transit Database (NTD) report shows a total fixed-route fleet of 37 vehicles, with 15 vehicles required for maximum service. That results in 22 spare vehicles, or a spare ratio of 146 percent.

Subsequent to the site visit, TAPS provided a response that its 2013 NTD numbers were in error and that some of the buses listed as fixed-route were also used in demand response service. TAPS provided new numbers of vehicles, however, the calculation of the spare ratio for the updated numbers was at 150 percent, still well above a reasonable level of spare vehicles.

*Corrective Actions and Schedules:* No later than March 2, 2015, TAPS must submit to the FTA Region 6 Office a plan for reducing the spare ratio to a reasonable level. The plan should include a spreadsheet list for each bus type, the number of buses, the projected number of buses to be disposed of, the number of buses to be added, the projected peak requirement, and the projected spare ratio. The plan should include detailed justifications for the projected spare ratio. If TAPS’ plan for reducing its spare ratio cannot be completed within 90 days, TAPS needs to report progress towards the goal in its Milestone/Progress Reports.

10. **Planning/Program of Projects**

*Basic Requirement:* The grantee must participate in the transportation planning process in accordance with FTA requirements, MAP-21, and the metropolitan and statewide planning regulations. Grantees must participate in a coordinated public transit-human services transportation planning process that identifies the transportation needs of individuals with disabilities, older adults, and people with low incomes; provides strategies for meeting those local needs; and prioritizes transportation services for funding and implementation. Each recipient of a Section 5307 grant shall develop, publish, afford an opportunity for a public hearing on, and submit for approval, a POP.

*Finding No. 1:* During this Triennial Review of TAPS, deficiencies were found with the FTA requirements for Planning/POP. The Sherman-Denison Metropolitan Planning Organization (MPO) Public Participation Plan dated December 6, 2006 does not include an explicit statement that TAPS is relying on the MPO public participation process to satisfy the Section 5307 Program of Projects requirements.
Corrective Actions and Schedules: No later than March 2, 2015, TAPS must work with the MPO to submit to the FTA Region 6 Office revised public participation plan language that states that the MPO’s public participation process is used to satisfy the grantee’s public participation process for the TAPS Section 5307 POP. After the next revision of the public participation plan, TAPS should submit a copy of the revised plan to the Region 6 Office.

Finding No. 2: TAPS relies on the Sherman-Denison MPO’s public participation plan for the Transportation Improvement Program (TIP) to satisfy the public participation requirements for the TAPS Section 5307 Program of Projects (POP). An examination of the public notice for the TIP public involvement review and comment period on the TIP revealed that the notice did not state that the TIP public involvement/comment process also satisfied the public participation requirement for the POP.

Corrective Actions and Schedules: No later than March 2, 2015, TAPS must work with the MPO to include the required language in the TIP notice. Submit to the FTA Region 6 Office proposed public notice language with the required statement. After the notice is published, TAPS should submit a copy of the published notice to the Region 6 Office.

11. Public Comment on Fare Increases and Major Service Reductions

Basic Requirement: Section 5307 grantees are expected to have a written, locally developed process for soliciting and considering public comment before raising a fare or carrying out a major transportation service reduction.

Finding: During this Triennial Review of TAPS, no deficiencies were found with the FTA requirements for Public Comment on Fare Increases and Major Service Reductions.

12. Half Fare

Basic Requirement: For service supported with Section 5307 assistance, fares charged elderly persons, persons with disabilities or an individual presenting a Medicare card during off peak hours will not be more than one half the peak hour fares.

Finding: During this Triennial Review of TAPS, no deficiencies were found with the FTA requirements for Half Fare.

13. Charter Bus

Basic Requirement: Grantees are prohibited from using federally funded equipment and facilities to provide charter service if a registered private charter operator expresses interest in providing the service. Grantees are allowed to operate community based charter services excepted under the regulations.
Finding: During this Triennial Review of TAPS, no deficiencies were found with the FTA requirements for Charter Bus.

### 14. School Bus

**Basic Requirement:** Grantees are prohibited from providing exclusive school bus service unless the service qualifies and is approved by the FTA Administrator under an allowable exemption. Federally funded equipment or facilities cannot be used to provide exclusive school bus service. School tripper service that operates and looks like all other regular service is allowed.

Finding: During this Triennial Review of TAPS, no deficiencies were found with the FTA requirements for School Bus.

### 15. Security

**Basic Requirement:** As recipients of Section 5307 funds, grantees must annually certify that they are spending at least one percent of such funds for transit security projects or that such expenditures for security systems are not necessary.

Finding: During this Triennial Review of TAPS, no deficiencies were found with the FTA requirements for Security.

### 16. Drug Free Workplace and Drug and Alcohol Program

**Basic Requirement:** All grantees are required to maintain a drug-free workplace for all employees and to have an ongoing drug-free awareness program. Grantees receiving Section 5307, 5309 or 5311 funds that have safety-sensitive employees must have a drug and alcohol testing program in place for such employees.

Finding: During this Triennial Review of TAPS, no deficiencies were found with the FTA requirements for Drug-Free Workplace and Drug and Alcohol Program.

### 17. Equal Employment Opportunities

**Basic Requirement:** The grantee must ensure that no person in the United States shall on the grounds of race, color, religion, national origin, sex, age, or disability be excluded from participating in, or denied the benefits of, or be subject to discrimination in employment under any project, program, or activity receiving federal financial assistance under the federal transit laws. (Note: EEOC’s regulation only identifies/recognizes religion and not creed as one of the protected groups.)

Finding: During this Triennial Review of TAPS, deficiencies were found with the FTA requirements for Equal Employment Opportunity (EEO). TAPS met the threshold for submission of a formal EEO program to FTA during the current Triennial Review period. TAPS has
uploaded its EEO program in the TEAM system, but did not notify the RCRO that the program was ready for review

Corrective Action(s) and Schedule: No later than March 2, 2015, TAPS must notify the FTA RCRO that the required EEO program has been uploaded into TEAM for review.
## V. Summary of Findings

<table>
<thead>
<tr>
<th>Review Area</th>
<th>Finding</th>
<th>Deficiency</th>
<th>Corrective Action</th>
<th>Response Date</th>
<th>Date Closed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Financial Management and Financial Capacity</td>
<td>D-56</td>
<td>Excess cash problems</td>
<td>TAPS must submit to the FTA Region 6 Office procedures for disbursing FTA funds within three business days. TAPS also must work with the FTA Region 6 Office to determine the amount of funds overdrawn and if interest reimbursement to the Federal Treasury is owed.</td>
<td>3/2/15</td>
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<tr>
<td></td>
<td>D-80</td>
<td>Insufficient effective control</td>
<td>TAPS must submit to the FTA Region 6 Office a process documenting that the approving/authorized official approves each ECHO request.</td>
<td>3/2/15</td>
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<tr>
<td></td>
<td>D-254</td>
<td>Single audit submissions deficient</td>
<td>TAPS must submit the FY2013 single audit and 2012 and 2013 management response comments to the FTA Region 6 Office, along with a process to ensure that future audit and/or SF-SAC submissions are completed on time.</td>
<td>3/2/15</td>
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<tr>
<td></td>
<td>D-276</td>
<td>Ineligible expenses charged to grant</td>
<td>TAPS must work with the FTA Region 6 Office to fully account for and document the ECHO drawdown(s) of capital funds used for reimbursement of operating expenses and determine if reimbursement is due to FTA for ineligible drawdowns charged to grants.</td>
<td>3/2/15</td>
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<tr>
<td>2. Technical Capacity</td>
<td>D-38</td>
<td>Late MPRs/FFRs</td>
<td>TAPS must enter its year-end MPR/FFR report(s) for the 4th quarter FY2014 for all active grants into TEAM and also submit procedures for submitting reports on time (quarterly for McKinney UZA grants; annually for Sherman UZA grants). TAPS must email the FTA regional office when reports are submitted.</td>
<td>10/30/14</td>
<td></td>
</tr>
<tr>
<td>3. Maintenance</td>
<td>D-48</td>
<td>Vehicle maintenance plan incomplete or out of date</td>
<td>TAPS must submit to the FTA Region 6 Office a revised maintenance program/plan that includes procedures for keeping adequate and complete preventive maintenance records and submit evidence that the revised program has been implemented.</td>
<td>3/2/15</td>
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<tr>
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<td>D-88</td>
<td>Late vehicle preventive maintenance</td>
<td>TAPS must submit to the FTA Region 6 Office procedures for completing preventive maintenance inspections on time. Beginning December 10, 2014, and on the 10th of each month following, TAPS also must submit to the FTA Region 6 Office a monthly report signed by the CEO on its preventive maintenance results until the data demonstrate it has conducted at least 80 percent of its preventive maintenance on time for three consecutive months. For each vehicle that received a preventive maintenance inspection during the month, TAPS should include a report that lists the vehicle number, date of the inspection, mileage of the current inspection, mileage of the previous inspection, and the mileage interval between the two inspections. List the percentage of the inspections performed on time. TAPS also must submit backup documentation for each bus (e.g., printout from the maintenance management system) documenting the date and mileage of the inspection.</td>
<td>3/2/15</td>
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<tr>
<td></td>
<td>D-273</td>
<td>Violation of procedures to ensure maintenance of accessible features</td>
<td>TAPS must revise its preventive maintenance inspection sheets to include maintenance of accessibility features and submit evidence of implementation to the FTA Region 6 Regional Civil Rights Officer (RCRO).</td>
<td>3/2/15</td>
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</tr>
<tr>
<td>4. ADA</td>
<td>D-536</td>
<td>ADA complementary paratransit service not provided</td>
<td>TAPS must submit to the FTA RCRO a plan for implementing ADA complementary paratransit service and to report quarterly on the progress in meeting the plan.</td>
<td>3/2/15</td>
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<tr>
<td>5. Title VI</td>
<td>D-246</td>
<td>Title VI Service standards and/or policies lacking</td>
<td>TAPS must submit to the FTA RCRO a revised Title VI Program in TEAM that describes its system-wide service standards and policies.</td>
<td>3/2/15</td>
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</tr>
<tr>
<td>6. Procurement</td>
<td>D-265</td>
<td>Pre-award and/or post-delivery certifications lacking</td>
<td>TAPS must submit to the FTA Region 6 Office the certifications for the El Dorado bus procurement reviewed and procedures for completing the applicable pre-award and post-delivery audits certifications for future revenue rolling stock procurements.</td>
<td>3/2/15</td>
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<tr>
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<td>6. DBE</td>
<td>D-327</td>
<td>DBE uniform reports not submitted semi-annually</td>
<td>TAPS must submit the Uniform Report of DBE Awards or Commitments and Payments semi-annually (due June 1 and December 1) in TEAM-Web, and submit to the FTA Region 6 Regional Civil Rights Officer (RCRO) an implemented procedure to ensure future reports are submitted on time.</td>
<td>3/2/15</td>
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<td>8. Legal</td>
<td>ND</td>
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<tr>
<td>9. Satisfactory Continuing Control</td>
<td>D-58</td>
<td>Inadequate equipment records</td>
<td>TAPS must submit to the FTA Region 6 Office updated records with the required information.</td>
<td>3/2/15</td>
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<td></td>
<td>D-161</td>
<td>Excessive fixed route bus spare ratio</td>
<td>TAPS must submit to the FTA Region 6 Office a plan for reducing the spare ratio to a reasonable level. The plan should include a spreadsheet list for each bus type, the number of buses, the projected number of buses to be disposed of, the number of buses to be added, the projected peak requirement, and the projected spare ratio. The plan should include detailed justifications for the projected spare ratio. If TAPS’ plan for reducing its spare ratio cannot be completed within 90 days, TAPS needs to report progress towards the goal in its Milestone/Progress Reports.</td>
<td>3/2/15</td>
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<tr>
<td>10. Planning/POP</td>
<td>D-55</td>
<td>Elements missing in POP public participation procedures</td>
<td>TAPS must work with the MPO to submit to the FTA Region 7 Office a revised public participation plan that states that the MPO’s public participation process is used to satisfy the grantee’s public participation process for the TAPS Section 5307 POP.</td>
<td>3/2/15</td>
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<td></td>
<td>D-93</td>
<td>POP public notice deficiencies</td>
<td>TAPS must work with the MPO to include the required language in the TIP notice. Submit to the FTA Region 6 Office proposed public notice language with the required statement. After the notice is published, TAPS should submit a copy of the published notice to the Region 6 Office.</td>
<td>3/2/15</td>
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<td>11. Public Comment on Fare Increase and Major Service Reductions</td>
<td>ND</td>
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<td>13. Half Fare</td>
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<td>13. Charter Bus</td>
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<td>14. School Bus</td>
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<td>15. Security</td>
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<td>16. Drug-Free Workplace/Drug and Alcohol Program</td>
<td>ND</td>
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<tr>
<td>17. EEO</td>
<td>D-44</td>
<td>EEO program not submitted or expired</td>
<td>TAPS must notify the FTA RCRO that the required EEO program has been uploaded into TEAM for review.</td>
<td>3/2/15</td>
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</table>

### VI. Attendees

<table>
<thead>
<tr>
<th>Name</th>
<th>Title/Organization</th>
<th>Phone Number</th>
<th>E-mail Address</th>
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</thead>
<tbody>
<tr>
<td>TAPS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brad Underwood</td>
<td>CEO</td>
<td>903-868-9175</td>
<td><a href="mailto:bradunderwood@tapsbus.com">bradunderwood@tapsbus.com</a></td>
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<tr>
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<td>COO</td>
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<tr>
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<td>CFO</td>
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<tr>
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<td><a href="mailto:barbarareeves@tapsbus.com">barbarareeves@tapsbus.com</a></td>
</tr>
<tr>
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<td><a href="mailto:todrumsey@tapsbus.com">todrumsey@tapsbus.com</a></td>
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<tr>
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<td>Dir. of Information Tech.</td>
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<td><a href="mailto:tybooth@tapsbus.com">tybooth@tapsbus.com</a></td>
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<tr>
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<tr>
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</tr>
<tr>
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<td>Exec. Asst. to CEO</td>
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<tr>
<td>Leah Campbell</td>
<td>Dir. of HR &amp; Org. Dev.</td>
<td>903-328-2121</td>
<td><a href="mailto:leahcampbell@tapsbus.com">leahcampbell@tapsbus.com</a></td>
</tr>
<tr>
<td>Jeannie Slape</td>
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</tr>
<tr>
<td>Abderrazak Kerfai</td>
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<td>903-868-9187</td>
<td><a href="mailto:zakkerfai@tapsbus.com">zakkerfai@tapsbus.com</a></td>
</tr>
<tr>
<td>Greg S. Davis</td>
<td>TxDOT PTC – Waco</td>
<td>254-867-2877</td>
<td><a href="mailto:greg.davis@txdot.gov">greg.davis@txdot.gov</a></td>
</tr>
</tbody>
</table>

| FTA | | | |
| Abel Ayala | Program Manager | 816-978-0560 | abel.ayala@dot.gov |

| Reviewers | | | |
| Andrew Lynd | Pierlott & Associates, LLC | 856-404-2040 | alynd@pierlottassociates.com |
11. Receive Audit Report for FY2013 and Take Action to adopt the audit as presented
Teresa Foster, CFO
To: TAPS Board of Directors

From: Teresa Foster, CFO

Subject: Item #11 Receive Audit Report for FY2013 and Take Action to adopt the audit as presented

Board: Included with your mailing was the 2013 Financial Audit for your review. Please become familiar with it for the meeting.

Recommendation:

To approve the audit as presented.
Item number 11 will be provided separately.
12. Receive Presentation and Take Action to amend TAPS No Show/Suspension Policy
Brad Underwood, CEO
To: TAPS Board of Directors

From: Angelica Kluss, Risk Management

Subject: Item #12 Receive Presentation and Take Action to amend TAPS No Show/Suspension policy

Board:

The previous policy was only Passengers unable to keep scheduled appointments must cancel the trip by calling at least two (2) hours prior to the designated pick up time. Failure to take a scheduled trip without the required cancellation will result in a “No-Show.” Any return trips will also be canceled if the first pickup is a “No-Show”. A pattern of three successive no-shows in a 30 day period will result in service suspension for a 30 day period.

After careful review and research we have revised the policy to include more detail as well as a tier system for rider suspensions. This should reduce the number of complaints clients have as well as alleviate the number of clients suspended on a daily basis.

Recommendation:

To approve final recommendations.
Texoma Area Paratransit System (TAPS) Suspension Policy

No-Shows

Trip reservations are made so as many riders as possible can use TAPS. Riders who are not ready at the schedule time of their trip waste TAPS resources that would have been made available to other riders. A documented pattern of “No-Shows” that are within the rider’s control may result in service penalties, including loss of subscription service and service suspension.

A No-Show is defined as:

- Verbal refusal or wave-by of the rider for the scheduled trip when the vehicle arrives at the pick-up location, unless due to late arrival of the vehicle or lack of operator assistance
- Failure of the rider to board the vehicle within five minutes after the operator has followed pick-up protocol
- If the pick-up address is located inside a gated community or requires special access, it is the rider’s responsibility to arrange entry for the TAPS vehicle. If a vehicle is unable to enter the pick-up area and the rider fails to meet the vehicle, the rider will be documented as a “No-Show” for the trip

Service Suspension for No-Shows

A demonstrated pattern of no-shows (as defined above) is seriously disruptive to TAPS service. Three or more no-shows in any 30-day period will prompt a review. Based on the findings of the review, the following steps will be followed:

- **First** suspension occurrence will result in a 7 day suspension penalty.
- **Second** suspension occurrence will result in a 14 day suspension penalty.
- **Third** suspension occurrence will result in a 30 day suspension penalty.

The timeframe for the progressive suspension policy is on (1) calendar year beginning on January 1st of every year.

Service Suspension for Violent, Seriously Disruptive and/or Illegal Conduct

Service will immediately be suspended up to 30 days, or until an appeal hearing is held, for riders who engage in violent, seriously disruptive or illegal conduct.

This conduct could include, but is not limited to:
• Threats of physical harm to other passengers, operators or other service personnel
• Physical assault or battery of operators or other passengers
• Verbal abuse, intimidation or altercation with operators or other passengers
• Unlawful harassment of the operator and/or other passengers, including but not limited to unwelcome verbal, non-verbal or physical behavior having sexual or racial connotations
• Unauthorized use of, or willful damage to, vehicle equipment

• Repeatedly violating the rules posted inside of TAPS vehicles, including smoking on the vehicle, standing while the vehicle is in motion, eating or drinking on the vehicle without valid a medical reason, defacing equipment or refusing to comply with other service requirements specified in the policies included in this document
• Any other criminal conduct defined in and/or prohibited by law

Appeal of Service Suspension

Any rider whose service is suspended may appeal the decision. Once suspended, a rider will receive an official Notice of Service Suspension from TAPS by mail. This notice will explain the specific reason(s) for, and duration of, the suspension. Should the rider wish to appeal the suspension, they must complete the Suspension of Service Appeal form and return it to TAPS within 7 calendar days from the date of the written Notice of Service Suspension. If a rider does not return the completed appeals form within 7 calendar days, the right to appeal is forfeited.

When TAPS receives an appeal, it shall be forwarded to the TAPS Customer Satisfaction Team. Also forwarded will be any written information TAPS possesses on the events leading to the suspension. Riders may send their appeals to TAPS complaints by mail, email or phone. Appeals should be directed to:

Customer Satisfaction Team
Department of Risk Management
3400 Texoma Parkway
Sherman, TX 75090

Phone : 855-331-6732
Email : complaints@tapsbus.com
13. Receive Presentation and Take Action to adopt TAPS Wheelchair and Motorized Scooter Policy
Brad Underwood, CEO
To: TAPS Board of Directors

From: Angelica Kluss, Risk Management

Subject: Item #13 Receive Presentation and Take Action to adopt TAPS Wheelchair and Motorized Scooter Policy

Board:

After research TAPS has created a Wheelchair and Motorized Scooter Policy for your review. This policy will give more guidance to our riders and should answer questions that they might have. The policy goes over the weight and size of the wheelchair that our lifts can hold, and securement.

Recommendation:

To approve final recommendations.
Texoma Area Paratransit System (TAPS) Wheelchair Policy

Definitions

ADA Regulations Part 37—Transportation Services for Individuals with Disabilities
Sec. 37.3 Definition:

- A wheelchair is a mobility aid belonging to any class of three-or more-wheeled devices, usable indoors, designed or modified for and used by individuals with mobility impairments, whether operated manually or powered.

Number 49 CFR Part 38 Definition:

- A wheelchair lift is required to have a minimum design load of 600 pounds and that the lift platform accommodate a wheelchair measuring 30 inches by 48 inches.

Other Definitions:

- A common wheelchair is such a device which does not exceed 30 inches in width and 48 inches in length measured two inches above the ground, and does not weigh more than 600 pounds when occupied.
- An oversized wheelchair is such a device which exceeds 30 inches in width and 48 inches in length measured two inches above the ground, and weighs more than 600 pounds when occupied.

Transportation

TAPS vehicles will carry any wheelchair and its user as long as the bus ramp or lift can accommodate the size and weight of the wheelchair and its user, and there is space on the vehicle. Reasonable efforts shall be made to transport persons in oversized wheelchairs. However, transportation cannot always be guaranteed to a person in an oversized wheelchair.

Clients utilizing a wheelchair will be allowed to transfer to a regular seat in the vehicle, if the client requests to do so and is able to complete the transfer with no assistance from the driver. Drivers are not permitted to lift or pull any client to enable them to transfer into a regular seat.
**Wheelchair Securement**

TAPS requires all mobility devices, along with the individual be secured with all provided securement devices and seatbelts.

TAPS reserves the right to refuse service to any client who will not allow their mobility device to be secured within the TAPS vehicle.

**Mobility Aid Loading**

Lift boarding explanation if preference in regards to backing onto the lift
14. Receive Presentation and Take Action to adopt a Service Animal Policy
Brad Underwood, CEO
To: TAPS Board of Directors

From: Angelica Kluss, Risk Management

Subject: Item #14 Receive Presentation and Take Action to adopt a Service Animal Policy

Board:

After research TAPS has created a Service Animal Policy for your review. Since we do not currently have one in place it is pertinent that we adopt a policy to ensure we have information in place for our clients that use service animals.

Recommendation:

To approve final recommendations.
Texoma Area Paratransit System (TAPS) Animal Policy

ADA Regulations Part 37—Transportation Services for Individuals with Disabilities

Sec. 37.3 Definitions:

- “Service animal means any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.”

Animals

Pets are prohibited on all TAPS fixed-route buses, paratransit vehicles (Dial-a-Ride), and transportation facilities.

Emotional Support Animals

Emotional support animals are expressly precluded from qualifying as service animals under the ADA. These animals do not have special training to assist the person’s disability like service animals.

However, TAPS understands that animals are often used as part of a medical treatment plan as therapy animals. In order for an emotional support animal to ride along, current documentation (not more than one year old) on letterhead from a licensed mental health professional stating:

1. that the passenger has a mental health-related disability listed in the Diagnostic and Statistical Manual of Mental Disorders (DSM IV)
2. that having the animal accompany the passenger is necessary to the passenger’s mental health or treatment
3. that the individual providing the assessment of the passenger is a licensed mental health professional and the passenger is under his or her professional care
4. the date and type of the mental health professional’s license and the state or other jurisdiction in which it was issued.

Service Animals

Service Animals are welcome on all TAPS buses and vans. The driver may ask to confirm that your animal is a service animal and require proof of current vaccinations.
Service and Emotional Support Animal Owner Responsibilities

The rider is responsible for the care and supervision of their service animal on board. We require riders to follow these guidelines:

- Your animal must be on a leash or in a container, remain under your control and behave appropriately.
- Your animal must be clean, free from offensive odors and free of fleas/ticks
- Birds, reptiles, amphibians, rodents, and cats must be kept in an enclosed carrier/container.
- Your animal must remain at your feet or on your lap. It may not sit on a vehicle seat.
- The animal must not be aggressive toward people or other animals.
- You are responsible for any damage or soiling caused by the animal.

System Response to Non-Compliance

A TAPS operator or employee may exclude or remove any service or emotional support animal if the service animal displays disruptive, vicious, or aggressive behavior or constitutes a direct threat to the health or safety of others.

In the alternative, a TAPS operator may require any disabled patron who does not comply with this policy to disembark the fixed-route bus, paratransit vehicle or leave a transportation facility, and TAPS shall transport the patron and their service animal to their destination separately.

Service or emotional support animals that are disruptive, threatening or intimidating will be handled in a case-by-case discipline process.
15. **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.

A) Receive Financial Report and Accept For Months of July, August and September 2014  
Teresa Foster, CFO

B) Receive Ridership Report and Accept For Months of July, August and September 2014  
Tim Patton, COO

C) Consider and Take Action to issue an RFP to procure a 5 Passenger Compact Minivan  
Teresa Foster, CFO

D) Consider and Take Action to issue an RFP to procure Bus Shelters for City of McKinney Fixed Routes  
Tim Patton, COO

E) Consider and Take Action to issue an RFP to procure Bus Routers and Equipment  
Tim Patton, COO

F) Consider and Take Action to issue and RFP to procure TAPS Staff Vehicles  
Teresa Foster, CFO
Item number 15A will be provided separately.
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1. Solicitation #: TAPS1404

2. Solicitation Issue Date: 12/02/2013

3. Brief Description of Requirement:

   Compact Minivan 5 Passenger

4. Response Due Date: 12/20/2013
   Time: 4:00 PM CST

5. Issued By and RETURN SEALED
   PROPOSAL TO:

   Personal or Common Carrier Delivery: U.S. Postal Delivery:
   Texoma Area Paratransit System, Inc. Texoma Area Paratransit System, Inc.
   Attn: Jennifer Wright Attn: Jennifer Wright
   3400 Texoma Parkway 3400 Texoma Parkway
   Sherman, TX 75090 Sherman, TX 75090

6. Solicitation Type (check one below):

   ☐ Invitation to Proposal Issue Date: 12/02/2013
   ☐ Request for Proposal Questions Due: 12/11/2013
   ☐ Request for Quote Proposal Due Date: 12/20/2013

   Requesting Agency: Texoma Area Paratransit System, Inc (TAPS)

7. Procurement Officer:

   Name: Jennifer Wright
   Phone: (903) 868-9192
   Email: jenniferwright@tapsbus.com
Responding Offeror Information

“Certification for Competitive Proposal and Contract” (see page 3) MUST be submitted along with the response to the Solicitation.

1. RE: Solicitation # TAPS1404

2. Offeror General Information:
   FEI / SSN: ___________________________  VEN ID: ___________________________
   Company Name: ___________________________

3. Offeror Contact Information:
   Address: ___________________________
   City: ___________________________  State: ___  Zip Code: ________
   Contact Name: ___________________________
   Contact Title: ___________________________
   Phone #: ___________________________  FAX#: ___________________________
   Email: ___________________________  Website: ___________________________

4. Texas Sales Tax Permit 1:
   □ YES – Permit #: ___________________________
   □ NO – Exempt pursuant to Texas Laws or Rules

5. Registration with the Texas Secretary of State:
   □ YES - Filing Number: ___________________________
   □ NO - Prior to the contract award, the successful offeror will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming.

6. Workers’ Compensation Insurance Coverage 2:
   Offeror is required to provide with the proposal a certificate of insurance showing proof of compliance with the Texas Workers’ Compensation Act.
   □ YES – include a certificate of insurance with the proposal
   □ NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers’ Compensation Act.

_________________________  ___________________________
Authorized Signature  Date

_________________________  ___________________________
Printed Name  Title

1 For frequently asked questions concerning Texasa Sales Tax Permit, see http://www.window.state.tx.us/taxes/
2 For frequently asked questions concerning workers’ compensation insurance, see http://www.twc.state.tx.us/customers/bemp/unemployment-tax.html
Certification for Competitive Proposal and/or Contract
(Non-Collusion Certification)

A certification shall be included with any competitive proposal and/or contract submitted to TAPS for goods or services.

Solicitation or Purchase Order #: TAPS1404
#: Supplier Legal Name:

SECTION I:

A. For purposes of competitive proposal,

1. I am the duly authorized agent of the above named offeror submitting the competitive proposal herewith, for the purpose of certifying the facts pertaining to the existence of collusion among offerors and between offerors and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said proposal;

2. I am fully aware of the facts and circumstances surrounding the making of the proposal to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such proposal; and

3. Neither the offeror nor anyone subject to the offeror’s direction or control has been a party:

   a. to any collusion among offerors in restraint of freedom of competition by agreement to proposal at a fixed price or to refrain from proposing,

   b. to any collusion with any TAPS official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

   c. in any discussions between offerors and any TAPS official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively proposal or not, neither the contractor nor anyone subject to the contractor’s direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of TAPS any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by TAPS shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive proposal attached herewith and contract, if awarded to said supplier;


Supplier Authorized Signature
Certified This Date

Printed Name
Title

Phone Number
Email

Fax Number
A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

A.1.1. “Acquisition” means items, products, materials, supplies, services and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental;

A.1.2. “Proposal” means an offer in the form of a proposal an offeror submits in response to a solicitation;

A.1.3. “Offeror” means an individual or business entity that submits a proposal in response to solicitation;

A.1.4. “Solicitation” means a request or invitation by TAPS or a state agency for a supplier to submit a priced offer to sell acquisitions to TAPS. A solicitation may be an invitation to proposal, request for proposal, or a request for quotation; and

A.1.5. “Supplier” means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Proposal Submission

A.2.1. Submitted proposals shall be in strict conformity with the instructions to offerors and shall be submitted with a completed “Responding Offeror Information” and any other forms required by the solicitation.

A.2.2. Proposals shall be submitted to the TAPS in a single envelope, package, or container and shall be sealed. The name and address of the offeror shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.2.3. The required certification statement, “Certification for Competitive Proposal and/or Contract (Non-Collusion Certification)” must be made out in the name of the offeror and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.

A.2.4. All proposals shall be legibly written or typed. Any corrections to proposals shall be initialed. Penciled proposals and penciled corrections shall NOT be accepted and will be rejected as non-responsive.

A.2.5. All proposals submitted shall be subject to the TAPS Procurement Policy, FTA and TXDOT Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

A.3.1. If an amendment is issued, the offeror shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the proposal or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. TAPS must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of proposals for the proposal to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by TAPS.

A.3.3. It is the Offeror's responsibility to check the TAPS website frequently for any possible amendments that may be issued. TAPS is not responsible for a offeror's failure to download any amendment documents required to complete a solicitation.

A.4. Proposal Change

If the offeror needs to change a proposal prior to the solicitation response due date, a new proposal shall be submitted to TAPS with the following statement "This proposal supersedes the proposal previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the offeror shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for 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;

A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and

A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.

A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Proposal Opening

Sealed proposals shall be received by TAPS at 3400 Texoma Parkway, Sherman, Texas, 75090 at the time and date specified in the solicitation as Response Due Date and Time. There will not be a public opening.

A.7. Proposals Subject to Public Disclosure

Unless otherwise specified in the Texas Open Records Act or other applicable law, documents and information a offeror submits as part of or in connection with a proposal are public records and subject to disclosure. Offerors claiming any portion of their proposal as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. TAPS shall make the final decision as to whether the documentation or information is confidential.

A.8. Late Proposals

Proposals received by TAPS after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

A.9.1. Submitted proposals are rendered as a legal offer and any proposal, when accepted by TAPS, shall constitute a contract.

A.9.2. The Contract resulting from this solicitation will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful proposal to the extent that the proposal does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful proposal.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

A.10.1. Proposals shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Offerors guarantee unit prices to be correct.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers’ names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Offeror may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if proposals are based on equivalent products, indicate on the Request for Approved Equal/Clarification Specifications Form the manufacturer’s name and number. Offeror shall submit sketches, descriptive literature, and/or complete specifications with their proposal. Reference to literature submitted with a previous proposal will not satisfy this provision. The offeror shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals that do not comply with these requirements are subject to rejection.
A.12. Clarification of Solicitation

Clarification pertaining to the contents of this solicitation shall be directed in writing to the Procurement Officer specified in the solicitation.

A.13. Rejection of Proposal

TAPS reserves the right to reject any proposals that do not comply with the requirements and specifications of the solicitation. A proposal may be rejected when the offeror imposes terms or conditions that would modify requirements of the solicitation or limit the offeror’s liability to TAPS.

A.14. Award of Contract

A.14.1. TAPS may award the Contract to more than one offeror by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by TAPS to be in the best interest of TAPS.

A.14.2. Contract awards will be made using best value criteria.

A.15. Protests

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.

A.15.1. Place for Filing. A protest must be filed with the Issuing Office identified in the RFP.

A.15.2. 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 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.

A.15.3. 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.

A.15.4. 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.

A.15.5. 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.

A.15.6. 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.

A.15.7. 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.

A.15.8. 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.
A.16. Contract Modification

A.16.1. The Contract is issued under the authority of TAPS who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by TAPS.

A.16.2. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by TAPS in writing, or made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.17. Delivery, Inspection and Acceptance

A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The offeror(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the proposal shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by TAPS at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. TAPS assumes no responsibility for goods until accepted by TAPS at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as proposal on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by TAPS.

A.18. Tax Exemption

TAPS acquisitions are exempt from sales taxes and federal excise taxes. Offerors shall not include these taxes in price quotes.

A.19. Audit and Records Clause

A.19.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with TAPS, the successful offeror(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

A.19.2. The successful offeror(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.

A.20. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency’s decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.21. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Texas.

A.22. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Grayson County, Texas.

A.23. Termination for Cause

A.23.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from TAPS. TAPS may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
A.23.2. TAPS may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when TAPS determines that an administrative error occurred prior to Contract performance.

A.23.3. If the Contract is terminated, TAPS shall be liable only for payment for products and/or services delivered and accepted.

A.24. Termination for Convenience

A.24.1. TAPS may terminate the Contract, in whole or in part, for convenience if TAPS determines that termination is in the TAPS’s best interest. TAPS shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by TAPS.

A.24.2. If the Contract is terminated, TAPS shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.25. Insurance

The successful offeror(s) awarded the Contract shall obtain and retain insurance, including workers’ compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide TAPS with evidence of such insurance and renewals.

A.26. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of TAPS. The supplier’s employees shall not be considered employees of TAPS for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.27. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable federal, state and local laws, and the supplier shall maintain all applicable licenses and permit requirements.


Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. Contract Period

B.1.1. Contract Period will be date of award through December 31, 2015 with the option to renew for up to four additional one (1) one year periods at the same terms and conditions.

B.2. Termination

B.2.1. This contract shall be in force until expiration date, or until thirty (30) days after notice has been given by TAPS of its desire to terminate the contract. After the first six (6) months, vendor may cancel with thirty (30) days written notice.

B.3. Extension of Contract

B.3.1. TAPS may extend the term of this contract in and up to ninety (90) day increments if mutually agreed upon by both parties in writing.

B.4. Type of Contract

B.4.1. This is a firm fixed price contract for the supplies/services specified for the first year contract. Price increase shall only be considered for new model year buses during contract renewal and shall be calculated using the Producer Price Index. All documentation of how the increase was arrived at must be provided.

B.5. Required Delivery

B.5.1. Delivery should be made within 120 calendar days after receipt of chassis by the successful vendor. If circumstances beyond the control of the vendor cause the delivery date to be longer than 180 calendar days, the vendor shall notify the ordering agency immediately.

B.5.2. The base price for a vehicle is to include delivery within 150 miles from the awarded dealer’s location to the delivery address for the ordering end user. Vehicles delivered by a dealer are to be delivered to the end user with a ¼ tank of gas. If an end user elects to pick up their vehicle at the dealers location, that vehicle is to be turned over to the end user with a full tank of gas.

B.6.3. A price for agencies to have vehicles delivered to locations outside of the 150 mile radius is contained on each price
sheet and are to be turned over to the end user with a ¼ tank of gas.

B.6. **Authorized Users**

   B.6.1. Any public agency (i.e., city, district, public authority, public agency, municipality, and other political subdivision or any FTA-funded entity) shall have the option of participating in any award made as a result of this proposal at the same prices, terms, and conditions. TAPS reserves the right to assign all or any portion of the vehicles awarded under this Contract including option quantities. This assignment, should it occur, shall be agreed to by TAPS and the contractor. Once assigned, each agency will enter into its own contract and be solely responsible to the contractor for obligations to the buses assigned. TAPS’s right of assignment will remain in force over the 5-year period or until completion of the contract to include options, whichever occurs first. TAPS shall incur no financial responsibility in connection with contracts issued by another public agency. The public agency shall accept sole responsibility for placing orders or payments to the Contractor.

   B.6.2 This solicitation will enable TAPS to standardize the future selection of buses, realize a better price through volume discounts, and reduce the requirement of an as-needed or annual procurement process as grant money is made available. This proposal will allow TAPS to exercise and/or assign options in the future as grants are allocated. TAPS has sole discretion to exercise/assign options and future base amounts for up to thirty (30) buses to be delivered over the remaining contract term. Assigned agencies will enter into individual contracts with the contractor.

B.7. **Notice of Award**

   B.7.1. Notice of award letter resulting from this RFP will be furnished to the successful vendor and shall result in a binding contract without further action by either party. It shall be the successful vendor's responsibility to reproduce and distribute copies to all authorized dealers listed in your RFP response. No additions, deletions or changes of any kind shall be made to this contract without prior approval of TAPS.

B.8. **Contractor Invoices**

   B.8.1. The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting a proposal shall be the only office authorized to receive orders, invoice and receive payment. If the Vendor wishes to ship or provide service from a point other than the address listed on the face of the RFP, the Vendor will furnish a list of these locations. No ordering or invoicing will be done at these locations.

   B.8.2. Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.

   B.8.3. In cases of partial delivery TAPS agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

B.9. **Prompt Payment Discounts**

   B.9.1. Discounts for prompt payment will not be considered in the evaluation of offers. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

B.10. **Gratuities**

   B.10.1. The right of the successful vendor to perform under this contract may be terminated by written notice if TAPS determines that the successful vendor, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of TAPS.

B.11. **RFP Proposal Conformity**

   B.11.1. By submitting a response to this solicitation, the vendor attests that the supplies or services conform to specified contract requirements.

B.12. **Conflict of Interest**

   B.12.1. All Vendors must disclose with the RFP the name of any officer, director or agent who is also an employee of TAPS or any of its agencies. Further, all Vendors must disclose the name of any TAPS Employee who owns, directly or indirectly, any interest in the supplier's firm or any of its branches.

B.13. **Contract Management Fee**

   B.13.1. TAPS assesses an Administrative Fee in the sum of $500 per purchase order payable by the purchasing agency and collected by the vendor on all sales transacted by any entity under this contract.

   B.13.2. Supplier agrees to annotate the resultant amount on the quarterly “Contract Usage Report” as listed in B12.6 and make payment by company check to TAPS within thirty (30) calendar days from the completion of the quarterly reporting period as listed in B12.4. To ensure the payment is credited properly, the supplier must identify the check as a “Contract Management Fee” and include the following information with the payment: TAPS1307 Transit Buses and Vehicles, the report amount and the reporting period covered. The Contract Management Fee shall be mailed to:
B.13.2.1. Texoma Area Paratransit System, Inc.
6104 Texoma Parkway
Sherman, TX 75090
Attn: Jennifer Wright

B.13.3. Failure to remit the fee quarterly may result in the cancellation of the contract. TAPS Contract Management Fee is non-refundable when an item is rejected, returned or declined due to the Supplier’s failure to perform or comply with specifications or requirements of the contract.

B.14. Negotiation of Contract

B.14.1. TAPS may elect to negotiate with selected Vendors during the procurement process to get the best business terms and price. Negotiations would be through TAPS. TAPS will consider all cost and business terms to be negotiable and not artificially constrained by internal corporate policies.

B.15. Patents and Royalties

B.15.1. The Vendor, without exception, shall indemnify and save harmless TAPS and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by TAPS. If the vendor uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

B.16. Product Acceptability

B.16.1. Proposals will only be considered on products, manufactured or produced for distribution and use in the United States.

B.16.2. Products shall be new and current. Factory reconditioned, refurbished or second equipment will not be accepted.

B.17. Product Availability

B.17.1. Product proposal must be a current product model and available for general marketing purposes at the opening of this solicitation. Offerors must use best effort to assure product availability through the duration of the contract period.

B.17.2. The awarded dealer will provide vehicles for length of the contract period without any price increases. The only exceptions will be if a model is discontinued or is replaced by a new model and the provision listed below in Section B.20.2 (Price Adjustments).

B.18. Authorized Representative

B.18.1. Offerors may offer any brand for which they are an authorized representative, which meets or exceeds the specification. **Only licensed dealers may proposal on this contract.** Offerors should submit a copy of both their dealer’s license and a copy of the Manufacturer’s license for each manufacturer they are proposing.

B.19. Price Adjustments

B.19.1. Manufacturer’s price increases, or other increases in the cost of doing business may not be passed on to TAPS during the first year contract. See B.4.1 for future years. Any price decrease effectuated during the contract period by reason of market change shall be passed onto TAPS.

B.19.2. If the base price of a vehicle increases due to change in safety equipment or emissions, the dealer can increase the base price of the vehicle by the amount of the price increase. A letter from the manufacturer documenting the change and the amount of the change must be provided to TAPS for review/approval before the contract base price will be changed.

B.20. Extension of Retail Price with Rebates over Contract Price

B.20.1. If the Retail price is lower than the contract price due to promotions, rebates or discounts, the Vendor shall charge TAPS the Retail price.

B.20.2. Any other instance that causes the Retail price to be lower than the contract price, the Vendor shall charge TAPS the Retail price.

_______ Yes, Dealer will offer TAPS the Retail price if the Retail price is lower than the Contract price.

_______ No, Dealer will not offer TAPS the Retail price if the Retail price is lower than the Contract price.

B.21. Warranty

B.21.1. The Successful vendor agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded to TAPS by any other clause of this
C. EVALUATION

C.1. Best Value

C.1.1. This solicitation will be evaluated using Best Value Criteria. TAPS will make the award to the responsive and responsible proposer whose proposal is most advantageous to TAPS.

C.2. Evaluation Criteria

C.2.1. Evaluation will be based on the following: 25% Price (Including Selected Options); 35% Conformance with Minimum Vehicle Specifications and Requirements; 15% Qualifications / Experience / References of the Manufacturer / Vendor; 15% Warranty / Warranty Information; 10% Customer Service Documents, Manuals, and Parts Lists = 100% Total.

D. INSTRUCTIONS TO SUPPLIER

D.1. Copies of Solicitations

D.1.1. Vendors are to submit one (1) original solicitation with signatures and two (2) copies.

D.2. Questions regarding Solicitation

D.2.1. Questions regarding this solicitation are to be submitted via email to TAPS, Attn: Jennifer Wright. The email address is jenniferwright@tapsbus.com. Questions are due no later than 12/11/2013.
The following specifications shall apply to the purchase of compact minivan 5 passenger. TAPS reserves the right to waive minor technicalities under these specifications.

Vehicles shall be of the latest model year in standard production and of which parts and warranty service is available at one or more points in North Central Texas.

The offeror agrees, if their proposal is accepted by TAPS, to guarantee that the design, materials and workmanship throughout the vehicle will conform to the highest standards of the vehicle proposal according to the standard factory warranty.

**ESTIMATED QUANTITY TO BE PURCHASED: 20 - 50 VEHICLES**

Successful proposers will furnish TAPS or assigned public agencies with a minimum of twenty (20) compact 5 passenger minivans in the first year with options to purchase an additional thirty (30) vehicles during the term of the contract which may be extended up to four additional one year periods at the same terms and conditions. Contractor shall provide all labor, vehicles, equipment, insurance, licenses, etc., at no additional cost to TAPS.

**NOTE:**

Any Brand names and specifications mentioned within this document are for reference only.

---

**Compact Minivan**

<table>
<thead>
<tr>
<th></th>
<th>Make Bidding:</th>
<th>Model Bidding:</th>
<th>Model Code:</th>
</tr>
</thead>
</table>

**Engine**

<table>
<thead>
<tr>
<th>Engine Type (Cylinder/Liter)</th>
<th>Minimum Req.</th>
<th>Enter Vehicle Specification and Manufacturer Option Codes</th>
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</thead>
<tbody>
<tr>
<td>Engine Type</td>
<td>4 Cyl./ List Liters/HP</td>
<td></td>
</tr>
<tr>
<td>Alternate Fuel Engine</td>
<td>List Type</td>
<td></td>
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</tbody>
</table>

**Passenger and Cargo**

<table>
<thead>
<tr>
<th>Passenger and Cargo</th>
<th>Minimum Req.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Volume (cu. Ft.)</td>
<td>140 or more cu.. Ft., List</td>
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</table>

**Transmission**

<table>
<thead>
<tr>
<th>Transmission</th>
<th>Minimum Req.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automatic</td>
<td>4 Speed Automatic</td>
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</table>

**Drive Axle**

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<thead>
<tr>
<th>Drive Axle</th>
<th>Minimum Req.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Drive Axle</td>
<td>Front Wheel Drive</td>
</tr>
<tr>
<td>Differential Type/Ratio</td>
<td>Reg./ List Ratio</td>
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</tbody>
</table>

**Electrical**

<table>
<thead>
<tr>
<th>Electrical</th>
<th>Minimum Req.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternator/Min (amps)</td>
<td>Mfg. Std. List Size</td>
</tr>
<tr>
<td>Battery min. (CCA)</td>
<td>Mfg. Std. List Size</td>
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</tbody>
</table>

**Fuel**

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<tr>
<th>Fuel</th>
<th>Minimum Req.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fuel Capacity min Liters(Gals)</td>
<td>Mfg. Std. List Size</td>
</tr>
</tbody>
</table>

**Exterior**

<table>
<thead>
<tr>
<th>Exterior</th>
<th>Minimum Req.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paint</td>
<td>White</td>
</tr>
</tbody>
</table>

**Doors & Windows**

<table>
<thead>
<tr>
<th>Doors &amp; Windows</th>
<th>Minimum Req.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doors</td>
<td>4 Doors</td>
</tr>
<tr>
<td>Door Locks</td>
<td>Power Locks</td>
</tr>
<tr>
<td><strong>Windows</strong></td>
<td><strong>Power Windows</strong></td>
</tr>
<tr>
<td>------------</td>
<td>------------------</td>
</tr>
<tr>
<td><strong>Floor</strong></td>
<td></td>
</tr>
<tr>
<td>Floor Covering</td>
<td>Carpet, w/ Carpet Floor Mats</td>
</tr>
<tr>
<td><strong>Interior</strong></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Req.</td>
</tr>
<tr>
<td>Radio</td>
<td>AM/FM</td>
</tr>
<tr>
<td>Tilt &amp; Cruise</td>
<td>Tilt Wheel &amp; Cruise Control</td>
</tr>
<tr>
<td><strong>Seats</strong></td>
<td></td>
</tr>
<tr>
<td>Seating Capacity min.</td>
<td>5 Passenger</td>
</tr>
<tr>
<td>Front Seats</td>
<td>Cloth Bucket Seats</td>
</tr>
<tr>
<td>Rear Seat</td>
<td>Cloth</td>
</tr>
<tr>
<td><strong>Safety</strong></td>
<td></td>
</tr>
<tr>
<td>Brakes</td>
<td>4 Wheel Antilock</td>
</tr>
<tr>
<td>Restraint System All Pass</td>
<td>Seat Belts all Passengers</td>
</tr>
<tr>
<td>Air Bags</td>
<td>Air Bags Both Sides</td>
</tr>
<tr>
<td><strong>Tires &amp; Wheels</strong></td>
<td></td>
</tr>
<tr>
<td>Tires &amp; Wheels</td>
<td>Mfg. Std. List Size</td>
</tr>
<tr>
<td>Spare</td>
<td>Mfg. Std. List Size</td>
</tr>
<tr>
<td><strong>Warranty</strong></td>
<td></td>
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<tr>
<td>Bumper to Bumper Warranty</td>
<td>List Warranty</td>
</tr>
<tr>
<td>Drive Train Warranty</td>
<td>List Warranty</td>
</tr>
</tbody>
</table>

**BASE PRICE:**
FTA’S
SPECIAL PROVISIONS
FOR THE PROCUREMENT OF CAPITAL EQUIPMENT
WITH AN ESTIMATED CUMULATIVE COST
IN EXCESS OF $100,000

STATEMENT OF FEDERAL PARTICIPATION

THIS PROCUREMENT IS DEPENDENT UPON THE AVAILABILITY OF FEDERAL
FUNDS THROUGH THE FEDERAL TRANSIT ADMINISTRATION (FTA)

SECTION I, II, III and IV OF THIS DOCUMENT ARE TO BE COMPLETED
BY OFFEROR/VENDOR

SECTION V OF THIS DOCUMENT IS TO BE COMPLETED BY TAPS AT
TIME OF THE PROPOSAL AWARD

SECTION VI IS TO BE COMPLETE D BY THE PURCHASER AT THE
TIME OF VEHICLE DELIVERY
SPECIAL PROVISIONS FOR THE PROCUREMENT OF CAPITAL EQUIPMENT USING FEDERAL FUNDS

THE FOLLOWING REQUIREMENTS AND CONDITIONS ARE INCLUDED AS AN ESSENTIAL PART OF THE SPECIFICATIONS ATTACHED HERETO.

SECTION I. FOR ALL PROPOSALS:

FMVSS CERTIFICATION - 49 CFR 571 Part D (Circle all applicable standard #s)

<table>
<thead>
<tr>
<th>#</th>
<th>Title</th>
<th>#</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>101</td>
<td>*Controls and Displays</td>
<td>102</td>
<td>*Transmission shift lever sequence, starter, interlock, transmission braking effect</td>
</tr>
<tr>
<td>103</td>
<td>*Windshield defrost and defogging system</td>
<td>104</td>
<td>*Windshield wiping and washing system.</td>
</tr>
<tr>
<td>105</td>
<td>*Hydraulic brake system.</td>
<td>106</td>
<td>*Brake hoses</td>
</tr>
<tr>
<td>107</td>
<td>*Reflecting surfaces</td>
<td>108</td>
<td>*Lamps, reflective devices, and assoc. equip.</td>
</tr>
<tr>
<td>109</td>
<td>New pneumatic tires</td>
<td>110</td>
<td>Tire selection and rims.</td>
</tr>
<tr>
<td>111</td>
<td>*Rearview mirrors</td>
<td>112</td>
<td>*Headlamps concealment devices.</td>
</tr>
<tr>
<td>113</td>
<td>*Hood latch system</td>
<td>114</td>
<td>Theft Protection (not for walk-in vans)</td>
</tr>
<tr>
<td>115</td>
<td>VIN - basic requirements.</td>
<td>116</td>
<td>Motor vehicle brake fluids.</td>
</tr>
<tr>
<td>117</td>
<td>Re-treaded pneumatic tires (to be used on rear wheels only)</td>
<td>118</td>
<td>Power-operated window, partition, roof panel system (GVWR &lt; 10K)</td>
</tr>
<tr>
<td>119</td>
<td>New pneumatic tires for vehicles other than passenger cars</td>
<td>120</td>
<td>Tire selection &amp; rims for vehicles other than passenger cars</td>
</tr>
<tr>
<td>121</td>
<td>Air brake system</td>
<td>124</td>
<td>Accelerator control system.</td>
</tr>
<tr>
<td>129</td>
<td>New non-pneumatic tires for passenger cars.</td>
<td>201</td>
<td>Occupant protection in interior impact</td>
</tr>
<tr>
<td>202</td>
<td>@Head restraints</td>
<td>203</td>
<td>Impact protect, driver steering control system</td>
</tr>
<tr>
<td>204</td>
<td>Steering control rearward displacement (not walk-in vans)</td>
<td>205</td>
<td>Glazing materials</td>
</tr>
<tr>
<td>206</td>
<td>Doors, locks, and door retention components.</td>
<td>207</td>
<td>Seating system</td>
</tr>
<tr>
<td>208</td>
<td>Occupant crash protection</td>
<td>209</td>
<td>Seat belt assemblies.</td>
</tr>
<tr>
<td>210</td>
<td>@Seat belt assembly anchorages.</td>
<td>211</td>
<td>Wheels, nuts, wheel discs, and hub caps</td>
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<tr>
<td>212</td>
<td>@Windshield mounting</td>
<td>213</td>
<td>Child restraint system.</td>
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<tr>
<td>214</td>
<td>Side impact protection (not walk-in vans)</td>
<td>217</td>
<td>*Bus emergency, exits / window retention &amp; release</td>
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<tr>
<td>219</td>
<td>@Windshield zone intrusion</td>
<td>220</td>
<td>*School Bus rollover protection</td>
</tr>
<tr>
<td>301</td>
<td>@Fuel system integrity (+School Bus &gt;10K GVWR)</td>
<td>302</td>
<td>Flammability of interior materials.</td>
</tr>
</tbody>
</table>

The undersigned OFFEROR/VENDOR hereby certifies that all vehicles furnished meet the FMVSS IAW 49 CFR 571.

<table>
<thead>
<tr>
<th>Name of Company</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Printed Name of Person Signing Form | Signature

*Bus @Bus with GVWR below 10,000 lbs. #Passenger Car
In submitting this proposal, the undersigned OFFEROR/VENDOR as noted in Section III - Certification to Purchaser, certifies and agrees to the following clauses, assurances and certifications.

The OFFEROR/VENDOR agrees to include these requirements in subcontracts financed in whole or in part by Federal Transit Administration funding. The offeror/vendor must execute all certifications below.

I. FOR ALL PROPOSALS:

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 there from.

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 sub recipients 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
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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<tr>
<th>Name of Company</th>
<th>Printed Name of Person Completing Form</th>
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<td>Date</td>
<td>Signature</td>
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III. REQUIRED CLAUSES FOR PROPOSALS 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 PROPOSALS 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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<thead>
<tr>
<th>Name of Company</th>
<th>Printed Name of Person Completing Form</th>
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<tr>
<td>Date</td>
<td>Signature</td>
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</table>

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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<tr>
<th>Name of Company</th>
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<th>Telephone</th>
<th>Signature</th>
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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 bid, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

<table>
<thead>
<tr>
<th>Name of Company</th>
<th>Address</th>
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<th>Printed Name of Person Completing Form</th>
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<tr>
<th>Date</th>
<th>SS# or Tax ID #</th>
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</table>

Description of Commodity or Service

<table>
<thead>
<tr>
<th>Disadvantaged Business Enterprise Information</th>
<th>Type of Organization</th>
</tr>
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<tbody>
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<td></td>
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</tbody>
</table>

- [ ] Sole Proprietorship
- [ ] General Proprietorship
- [ ] Corporation
- [ ] Limited Partnership
- [ ] Limited Proprietorship

Is your firm a DBE?  [ ] Yes  [ ] No

If yes, what type?  [ ]

**SECTION II**

**DOMESTIC CONTENT WORKSHEET:**

(Typical Components of Buses from Appendix B to 49 CFR Sec. 661.11, an itemized component listing from the manufacturer that verifies compliance with the Buy America Provisions may be submitted in lieu of this form)

*If you plan on using another components listing, you must include it with your proposal and place an X in the following box.*

<table>
<thead>
<tr>
<th>I. Components</th>
<th>% Domestic</th>
<th>% Value</th>
<th>Dom. Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>engines</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>transmissions</td>
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<td></td>
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<tr>
<td>front axle assemblies</td>
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<tr>
<td>rear axle assemblies</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>drive shaft assemblies</td>
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<td></td>
<td></td>
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<tr>
<td>front suspension assemblies</td>
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<td></td>
<td></td>
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<tr>
<td>rear suspension assemblies</td>
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<tr>
<td>air compressor and pneumatic systems</td>
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<tr>
<td>generator, alternator &amp; electrical systems</td>
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<tr>
<td>steering system assemblies</td>
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<td></td>
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<tr>
<td>front and rear air brake assemblies</td>
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<tr>
<td>air conditioning compressor assemblies</td>
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<tr>
<td>air conditioning evaporator/condenser assemblies</td>
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<tr>
<td>heating systems.</td>
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<tr>
<td>passenger seats</td>
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<tr>
<td>driver's seat assemblies</td>
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<tr>
<td>window assemblies</td>
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<tr>
<td>entrance and exit door assemblies</td>
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<td>door control systems</td>
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<tr>
<td>destination sign assemblies</td>
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<tr>
<td>interior lighting assemblies</td>
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<td></td>
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<tr>
<td>front and rear end cap assemblies</td>
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<tr>
<td>front and rear bumper assemblies</td>
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<tr>
<td>specialty steel (structural steel tubing etc.) and aluminum extrusions</td>
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</tr>
<tr>
<td>aluminum, steel or fiberglass exterior panels and interior trim</td>
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<td></td>
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<tr>
<td>flooring and floor coverings</td>
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</tbody>
</table>

**TOTAL DOMESTIC CONTENT OF COMPONENTS (%)**
## II. Construction Activities
(Describe Activities)

<table>
<thead>
<tr>
<th>Location of Construction Activities</th>
<th>% OF DOMESTIC CONSTRUCTION ACTIVITIES:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<tr>
<td>Vehicle Manufacturer</td>
<td>Model</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Vendor Name</td>
<td>Signature</td>
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</tbody>
</table>
Section III

OFFEROR/VENDOR CHECKLIST

THE FOLLOWING CHECKLIST MUST BE COMPLETED BY THE OFFEROR/VENDOR BEFORE THE PROPOSAL IS SUBMITTED.

This checklist will be used to ensure that all required procurement clauses and certifications listed within these special provisions have been read, initialed, and signed by the Offeror/Vendor along with any necessary signed certifications.

Section I. FOR ALL PROPOSALS: Offeror’s initial all lines below:

   FMVSS CERTIFICATION: Circled all applicable Standards & Signed? _____
   A. Incorporation of Federal Transit Administration Terms: Read? _____
   B. Federal Changes: Read? _____
   C. DBE Certification: Read? _____
   D. Air Conditioning Performance: Read? _____
   E. Interest of Members of or Delegates to Congress: Read? _____
   F. Prohibited Interest: Read? _____
   G. Cargo Preference: Read? _____
   H. Energy Conservation: Read? _____
   I. Clean Water and Air: Read? _____
   J. No Obligation By the Federal Government: Read? _____
   K. Program Fraud and False or Fraudulent Statements: Read? _____
   L. Contract Work Hours: Read?
      1. Overtime requirements: _____
      2. Violation; liability for unpaid wages: _____
      3. Withholding for unpaid wages: _____
      4. Subcontracts: _____
      5. Payrolls and basic records: _____
   M. Civil Rights: Read?
      1. Nondiscrimination: _____
      2. Equal Employment Opportunity: _____
   N. Altoona Test Certification: Completed the following?
      2. Report #________________________: Completed? _____
   O. Debarment and Suspensions: Read & Understood? _____
      1. EPLS Report www.epls.gov (Must Not be Debarred) _____
CONTINUED OFFEROR/VENDOR OR CHECK LIST

Section II.

A. Buy America Certification: Completed and signed? _____
B. Domestic Content Worksheet: Calculated, Completed & Signed? _____
C. Lobbying Certification signed: Completed and signed? _____

Section III. CERTIFICATION TO PURCHASER Completed and signed? _____

Section IV. PICE SHEETS Completed and signed? _____

I hereby attest that each item was reviewed and that my initials above indicate that the item was properly executed on this date.

________________________________________________________  __________
Offeror/Vendor Company                              Date

________________________________________________________  __________
Offeror/Vendor Representative                     Date
Pre-Award Reviewer
Replace This Blank Page
With A Screen Print
Of The
EPLS Report
NOTE: SECTION IV IS TO BE COMPLETED BY TAPS AT TIME OF THE PROPOSAL AWARD
SECTION IV PRE AWARD AUDIT:

A. Purchaser’s Certification - 49 CFR 663, subpart B:
The offeror/vendor has certified that the vehicle to be provided will be the same product as described in the advertised specification. (See attached consolidated certification form signed by the offeror/vendor, part III -A). TAPS certifies that the offeror/vendor is responsible and will provide a vehicle that will meet or exceed the specifications.

EXECUTE THE FOLLOWING

PRE-AWARD PURCHASER’S REQUIREMENTS CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart B,

_____________________________________________________________________________

(TAPS) certifies that the buses to be purchased,

_____________________________________________________________________________

(Number and Description of Buses) from

_____________________________________________________________________________

(The Manufacturer),

are the same product described in the recipient’s solicitation specification and that the proposed offeror/vendor is a responsible offeror/vendor with the capability to produce a bus that meets the specifications.

__________________________
Date:

__________________________
Signature: Title:
B. **BUY AMERICA - 49 CFR 663, subpart B:**

The total price of this purchase is less than the small purchase threshold of $100,000 and is not subject to Buy America requirements. **OR**

The vehicles provided by the offeror/vendor (# of vehicles, make, and model) cannot comply with the Buy America requirements, but may qualify for an exception (see attached consolidated certification form signed by the offeror/vendor, part II-A). **OR**

The offeror/vendor has certified that the vehicles (# of vehicles, make, and model) will comply with the Buy America requirements. (See attached consolidated certification form signed by the offeror/vendor, part II-A). The offeror/vendor has also completed the attached domestic content worksheet. (Or the offeror/vendor has provided a certificate from the manufacturer that lists the domestic content of each component, states that the vehicle is composed of at least 60% domestic content, describes construction activities, and gives the location of construction activities.) The agency certifies that the vehicles provided will meet the Buy America requirements.

**NOTE:** Only one of the following Certifications should be signed, not both.

**PRE-AWARD BUY AMERICA COMPLIANCE CERTIFICATION:**

As required by Title 49 of the CFR, Part 663 – Subpart B,

________________________
(TAPS)

is satisfied that the buses to be purchased,

________________________
(Number and Description of Buses)

from

________________________
(The Manufacturer)

meet all requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient, or its appointed analyst

________________________
(The Analyst Not the Manufacturer or Its Agent)

has reviewed documentation provided by the manufacturer, which lists (1) the actual component and subcomponent parts of the buses identified by the manufacturer, country of origin, and cost; and (2) the actual location of the final assembly point for the buses, including a description of the activities that took place at the final assembly point and the cost of final assembly.

________________________
Date: ______________________

Signature: __________________

Title: ______________________

**OR**

If not applicable, execute the following exemption certification

On next page
B. **PRE-AWARD BUY AMERICA EXEMPTION CERTIFICATION**

For the Procurement of vehicle(s) that require an FTA waiver:

As required by Title 49 of the CFR, Part 663 – Subpart B,

---

(TAPS)

certifies that there is a letter from FTA that grants a waiver to the buses to be purchased

(Manufacturer, Number and Description of Buses)

from the Buy America requirements under Section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended.

____________________
Date:

____________________
Signature:  
____________________
Title:
C. FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS) - 49 CFR 663, subpart D:

The offeror/vendor has certified that the vehicle complies with relevant FMVSS issued by the National Highway Traffic Safety Administration in 49 CFR Part 571 (see attached FMVSS certification form signed by offeror/vendor). The PURCHASER certifies that the vehicles will meet FMVSS.

EXECUTE THE FOLLOWING:

EXECUTE THE FOLLOWING (Only one of the following FMVSS Certifications should be signed, not both.

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION:

As required by Title 49 of the CFR, Part 663 – Subpart D,

(TAPS)

certifies that it received, at the post-delivery stage, a copy of

(The Manufacturer)

self-certification information stating that the buses,

(Number and Description of Buses)


__________________________
Date:

__________________________
Signature: Title:

OR

NEXT PAGE
C. **PRE-AWARD FMVSS EXEMPTION CERTIFICATION:**

As required by Title 49 of the CFR, Part 663 – Subpart D,

______________________________________________________________________________

(TAPS) certifies that it received at the pre-award stage, a statement from

______________________________________________________________________________

(The Manufacturer) indicated that the buses,

______________________________________________________________________________

(Number and Description of Buses) will not be subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 Code of Federal Regulations, Part 571.

_______________________________
Date:

__________________________________________
Signature:                                  Title:
PRE-AWARD CHECKLIST:

THE FOLLOWING CHECKLIST IS TO BE COMPLETED BY TAPS PERSONNEL BEFORE PROPOSAL IS AWARDED.

This checklist will be used to ensure that all required clauses and certifications are included in the vendors returned proposal packet and that all required certifications have been signed by the vendor.

Section I. FOR ALL PROPOSALS:

Buyer’s initial all lines below:

FMVSS CERTIFICATION: Signed by Offeror/Vendor? _____

A. Incorporation of Federal Transit Administration Terms: Initialed by Offeror? _____

B. Federal Changes: Initialed by Offeror? _____

C. DBE Certification: Initialed by Offeror? _____

D. Air Conditioning Performance: Initialed by Offeror? _____

E. Interest of Members of or Delegates to Congress: Initialed by Offeror? _____

F. Prohibited Interest: Initialed by Offeror? _____

G. Cargo Preference: Initialed by Offeror? _____

H. Energy Conservation: Initialed by Offeror? _____

I. Clean Water and Air: Initialed by Offeror? _____

J. No Obligation By the Federal Government: Initialed by Offeror? _____

K. Program Fraud and False or Fraudulent Statements: Initialed by Offeror? _____

L. Contract Work Hours: Initialed by Offeror? _____

   1. Overtime requirements:
   2. Violation; liability for unpaid wages:
   3. Withholding for unpaid wages:
   4. Subcontracts:
   5. Payrolls and basic records:

M. Civil Rights: Initialed by Offeror? _____

   1. Nondiscrimination:
   2. Equal Employment Opportunity:

N. Altoona Test Certification completed: Initialed by Offeror? _____

   1. Report Summary enclosed? Attached to proposal? _____
   2. Altoona Test Report # listed by Offeror? _____

O. Debarment and Suspensions: Initialed by Offeror? _____

   EPLS Report from www.epls.gov: Attached to proposal by Procuring _____

   1. Agency?
CONTINUED PRE-AWARD CHECKLIST:

Section II.

A. Buy America Certification signed: Signed by Offeror/Vendor? _____
B. Domestic Content Worksheet signed: Signed by Offeror/Vendor? _____
C. Lobbying Certification signed: Signed by Offeror/Vendor? _____

Section III. CERTIFICATION TO PURCHASER:

A. Completed and signed? _____

The previous checklist was to determine if the Offeror/Vendor read and completed all required necessary documentation. The following checklist is to determine if TAPS signed and completed the required Certifications.

Section IV. PRE AWARD AUDIT (signed by TAPS STAFF)

A. Purchaser’s Certification - 49 CFR 663, subpart B: Executed by TAPS?
   Pre-Award Purchaser’s Requirements Certification: _____
B. Buy America - 49 CFR 663, subpart B: Executed by TAPS?
   Pre-Award Buy America Compliance Certification, or
   Pre-Award Buy America Exemption Certification: _____
C. FMVSS - 49 CFR 663, subpart D: Executed by TAPS?
   Pre-Award FMVSS Compliance Certification, or
   Pre-Award FMVSS Exemption Certification: _____

I hereby attest that each item was reviewed and that my initials above indicate that the item was properly executed on this date.

_________________________________________________________ Date
TAPS

_________________________________________________________ Date
TAPS Reviewer
NOTE: SECTION V IS TO BE COMPLETED BY THE PURCHASER AT TIME OF VEHICLE DELIVERY
SECTION V POST DELIVERY AUDIT:

A. Purchaser's Certification - 49 CFR 663, subpart C:

After visually inspecting and road testing the contract buses, the agency certifies that the (# of vehicles, make, and model) meet the contract specifications.

Or, Grantees in areas with populations of 200,000 or less that purchase more than 20 buses.

The agency's resident inspector monitored manufacturing and completed a report providing accurate records of all construction activities. The report addresses how the construction and operation of the vehicles fulfill the contract specifications. After reviewing the report, visually inspecting and road testing the contract buses, the agency certifies that the (# of vehicles, make, and model) meet the contract specifications.

EXECUTE THE FOLLOWING:

NOTE: Only one of the following Certifications should be signed, not both.

POST-DELIVERY PURCHASER’S REQUIREMENTS CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart C, after visually inspecting and road testing the contract buses,

________________________________________________________________________
(The Purchaser)

certifies that the buses,

________________________________________________________________________
(Number and the Description of Buses)

from

________________________________________________________________________
(The Manufacturer),

meet the contract specifications.

_____________________________
Date:

________________________________
Signature: Title:

OR

NEXT PAGE
A. POST-DELIVERY PURCHASER’S REQUIREMENTS CERTIFICATION:

As required by Title 49 of the CFR, Part 663 – Subpart C,

______________________________
(The Purchaser)

certifies that a resident inspector,

______________________________
(Not an Agent or Employee of the Manufacturer),

was at manufacturing site during the period of manufacture of

______________________________
(Number and Description of Buses)

The inspector monitored manufacturing and completed a report on the manufacture of the buses providing accurate records of all bus construction activities. The report addresses how the construction and operation of the buses fulfill the contract specifications. After reviewing the report, visually inspecting the buses, and road testing the buses, the recipient certifies that the buses meet the contract specifications.

______________________________
Date:

______________________________
Signature:  Title:
B. **BUY AMERICA - 49 CFR 663, subpart C:**

The total price of this purchase is less than the small purchase threshold of $100,000 and is not subject to Buy America requirements. **OR**

The agency certifies that there is a letter from FTA, which grants a waiver to the vehicles provided by the vendor ( # of vehicles, make, and model) from the Buy America requirements, under Section 165 (b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended. **OR**

The agency certifies that it is satisfied that the ( # of vehicles, make, and model) meet the requirements of Section 165 (b)(3). The agency has reviewed documentation provided by the manufacturer that lists the domestic content of each component, states that the vehicle is composed of at least 60% domestic content, describes construction activities, and gives the location of final construction activities.

**NOTE: Only one of the following Certifications should be signed, not both.**

**POST-DELIVERY BUY AMERICA COMPLIANCE CERTIFICATION:**

As required by Title 49 of the CFR, Part 663 – Subpart C,

_______________________________________________________________________________________

(The Purchaser)

certifies that the buses received are in fact what they ordered and are satisfied with the,

________________________________________________________________________________________

(Number and Description of Buses)

from

________________________________________________________________________________________

(The Manufacturer)

meet the requirements of section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient or its appointed analyst

________________________________________________________________________________________

(The Analyst Not the Manufacturer or Its Agent)

has reviewed documentation provided by the manufacturer, which lists (1) the actual component and subcomponent parts of the buses identified by the manufacturer, country of origin, and cost; and (2) the actual location of the final assembly point for the buses, including a description of the activities that took place at the final assembly point and the cost of final assembly.

Date:

_______________________________________________________________________________________

Signature: Title:

**OR**

If not applicable, execute the following exemption certification

On next page
B. **POST-DELIVERY BUY AMERICA EXEMPTION CERTIFICATION:**

As required by Title 49 of the CFR, Part 663 – Subpart C,

(The Purchaser) certifies that there is a letter from FTA, which grants a waiver to the buses received,

(Manufacturer, Number and Description of Buses)

from the Buy America requirements under Section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended.

______________________________
Date:

______________________________
Signature: ____________________

Title:

**Vehicle Vin Numbers:**

________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
C. FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS) - 49 CFR 663, subpart D:

The vendor has certified that the vehicle complies with relevant FMVSS issued by the National Highway Traffic Safety Administration in 49 CFR Part 571 (see attached FMVSS certification form provided by the offeror upon vehicle delivery). The agency certifies that the vehicles provided meet FMVSS.

EXECUTE THE FOLLOWING:

NOTE: Only one of the following Certifications should be signed, not both.

POST-DELIVERY FMVSS COMPLIANCE CERTIFICATION:

As required by Title 49 of the CFR, Part 663 – Subpart D,

(The Purchaser)

certifies that it received, at the post-delivery stage, a copy of

(The Manufacturer)

self-certification information stating that the buses,

(Manufacturer, Number and Description of Buses)


__________________________

Date:

____________________________

Signature: Title:

OR

NEXT PAGE
C. POST-DELIVERY FMVSS EXEMPTION CERTIFICATION:

As required by Title 49 of the CFR, Part 663 – Subpart D,

(The Purchaser)

certifies that it received, at the Post-delivery stage, a statement from

(The Manufacturer)

indicating that the buses,

(Number and Description of Buses)


________________________
Date

________________________  _________________________
Signature          Title
POST DELIVERY AUDIT

THE FOLLOWING CHECKLIST IS TO BE COMPLETED BY THE TAPS PERSONNEL BEFORE THE VEHICLE(S) ARE ACCEPTED.

Section V  VEHICLE DELIVERY CHECKLIST: (to be signed by buyer upon acceptance of vehicle)

Buyer initials all lines below:

A.  Purchaser’s Certification - 49 CFR 663, subpart C:
Post-Delivery Purchaser’s Requirements Certification or
Post-Delivery Purchaser’s Requirements Certification (Inspector):  _____

B.  Buy America - 49 CFR 663, subpart C:
Post-Delivery Buy America Compliance Certification or
Post-Delivery Buy America Exemption Certification:   _____

C.  FMVSS - 49 CFR 663, subpart D:
Post-Delivery FMVSS Compliance Certification or
Post-Delivery FMVSS Exemption Certification:   _____

Section VI  CERTIFICATION OF DELIVERY:

By executing this document,

A.  You hereby state that the paperwork will be delivered by the purchaser to a local tag agent for executing and will list TXDOT as the lien holder.

B.  Assure the vehicle be used in accordance with the federal regulations and current provisions, as applicable.

I hereby attest that each item was reviewed and that my initials above indicate that the item was properly executed.

_________________________________________  _______________________
Purchaser  Date
1. Solicitation #: TAPS1405
2. Solicitation Issue Date: 12/01/2014

3. Brief Description of Requirement:

Bus Shelters

4. Response Due Date: 12/19/2014 Time: 2:00 PM CST

5. PROPOSAL TO:

   Personal or Common Carrier Delivery: Texoma Area Paratransit System, Inc.
   Attn: Jennifer Wright
   3400 Texoma Parkway
   Sherman, TX 75090

   U.S. Postal Delivery: Texoma Area Paratransit System, Inc.
   Attn: Jennifer Wright
   3400 Texoma Parkway
   Sherman, TX 75090

6. Solicitation Type (check one below):

   X  Request for Proposal
   □  Invitation to Proposal
   □  Request for Quote

   Issue Date: 12/01/2014
   Questions in Writing Due: 12/10/2014
   Proposal Due/Opening: 12/19/2014

7. Requesting Agency: Texoma Area Paratransit System, Inc (TAPS)

8. Procurement Officer:

   Name: Jennifer Wright
   Phone: (903) 868-9192
   Email: jenniferwright@tapsbus.com
Responding Offeror Information

"Certification for Competitive Proposal and Contract" (see page 3) **MUST** be submitted along with the response to the Solicitation.

1. **RE:** Solicitation # TAPS1405

2. **Offeror General Information:**

   FEI / SSN: __________________________   VEN ID: __________________________

   Company Name: __________________________________________________________

3. **Offeror Contact Information:**

   Address: ________________________________________________________________

   City: __________________________   State: ____   Zip Code: _________

   Contact Name: __________________________________________________________

   Contact Title: __________________________________________________________

   Phone #: __________________________   FAX#: __________________________

   Email: __________________________   Website: __________________________

4. **Texas Sales Tax Permit**:

   □ YES – Permit #: __________________________

   □ NO – Exempt pursuant to Texas Laws or Rules

5. **Registration with the Texas Secretary of State:**

   □ YES - Filing Number: __________________________

   □ NO - Prior to the contract award, the successful offeror will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming.

6. **Workers’ Compensation Insurance Coverage**:

   Offeror is required to provide with the proposal a certificate of insurance showing proof of compliance with the Texas Workers’ Compensation Act.

   □ YES – include a certificate of insurance with the proposal

   □ NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers’ Compensation Act.

   ___________________________________________   ___________________________________________

   Authorized Signature   Date

   ___________________________________________   ___________________________________________

   Printed Name   Title

---

1 For frequently asked questions concerning Texasa Sales Tax Permit, see [http://www.window.state.tx.us/taxes/](http://www.window.state.tx.us/taxes/)

2 For frequently asked questions concerning workers’ compensation insurance, see [http://www.twc.state.tx.us/customers/bemp/unemployment-tax.html](http://www.twc.state.tx.us/customers/bemp/unemployment-tax.html)
Certification for Competitive Proposal and/or Contract  
(Non-Collusion Certification)

A certification shall be included with any competitive proposal and/or contract submitted to TAPS for goods or services.

Solicitation or Purchase Order #: TAPS1405
#: Supplier Legal Name:

SECTION I:

A. For purposes of competitive proposal,

1. I am the duly authorized agent of the above named offeror submitting the competitive proposal herewith, for the purpose of certifying the facts pertaining to the existence of collusion among offerors and between offerors and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said proposal;

2. I am fully aware of the facts and circumstances surrounding the making of the proposal to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such proposal; and

3. Neither the offeror nor anyone subject to the offeror’s direction or control has been a party:
   a. to any collusion among offerors in restraint of freedom of competition by agreement to proposal at a fixed price or to refrain from proposing,
   b. to any collusion with any TAPS official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
   c. in any discussions between offerors and any TAPS official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively proposal or not, neither the contractor nor anyone subject to the contractor’s direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of TAPS any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by TAPS shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive proposal attached herewith and contract, if awarded to said supplier;

<table>
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<th>Supplier Authorized Signature</th>
<th>Certified This Date</th>
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A. GENERAL PROVISIONS

A.1. Definitions
As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

A.1.1. “Acquisition” means items, products, materials, supplies, services and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental;

A.1.2. “Proposal” means an offer in the form of a proposal an offeror submits in response to a solicitation;

A.1.3. “Offeror” means an individual or business entity that submits a proposal in response to solicitation;

A.1.4. “Solicitation” means a request or invitation by TAPS or a state agency for a supplier to submit a priced offer to sell acquisitions to TAPS. A solicitation may be an invitation to proposal, request for proposal, or a request for quotation; and

A.1.5. “Supplier” means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Proposal Submission

A.2.1. Submitted proposals shall be in strict conformity with the instructions to offerors and shall be submitted with a completed “Responding Offeror Information” and any other forms required by the solicitation.

A.2.2. Please provide a narrative statement of your proposal indicating, through the use of drawings, diagrams, photographs or other material, the way in which you propose to satisfy the requirements outlined in the project summary and specifications sections. Include descriptions of prior or present transit related projects which would tend to substantiate your firm’s qualifications to perform this project, including contact information for the referenced projects.

A.2.3. Proposals shall be submitted to TAPS in a single envelope, package, or container and shall be sealed. The name and address of the offeror shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.2.4. The required certification statement, “Certification for Competitive Proposal and/or Contract (Non-Collusion Certification)” must be made out in the name of the offeror and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.

A.2.5. All proposals shall be legibly written or typed. Any corrections to proposals shall be initialed. Penciled proposals and penciled corrections shall NOT be accepted and will be rejected as non-responsive.

A.2.6. Please submit one (1) original and two (2) copies of the proposal.

A.2.7. All proposals submitted shall be subject to the TAPS Procurement Policy, FTA and TXDOT Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

A.3.1. If an amendment is issued, the offeror shall acknowledge receipt of any/amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the proposal or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. TAPS must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of proposals for the proposal to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by TAPS.

A.3.3. It is the Offeror's responsibility to check the TAPS website frequently for any possible amendments that may be issued. TAPS is not responsible for a offeror's failure to download any amendment documents required to complete a solicitation.

A.4. Proposal Change

If the offeror needs to change a proposal prior to the solicitation response due date, a new proposal shall be submitted to TAPS with the following statement “This proposal supersedes the proposal previously submitted” in a single envelope, package, or container and shall be sealed. The name and address of the offeror shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for 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;

A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and

A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.

A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Proposal Opening

Sealed proposals shall be opened by TAPS at 6104 Texoma Parkway, Sherman, Texas, 75090 at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Proposals Subject to Public Disclosure

Unless otherwise specified in the Texas Open Records Act or other applicable law, documents and information a offeror submits as part of or in connection with a proposal are public records and subject to disclosure. Offerors claiming any portion of their proposal as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. TAPS shall make the final decision as to whether the documentation or information is confidential.

A.8. Late Proposals

Proposals received by TAPS after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

A.9.1. Submitted proposals are rendered as a legal offer and any proposal, when accepted by TAPS, shall constitute a contract.

A.9.2. The Contract resulting from this solicitation will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful proposal to the extent that the proposal does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful proposal.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

A.10.1. Proposals shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Offerors guarantee unit prices to be correct.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers’ names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Offeror may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if proposals are based on equivalent products, indicate on the Request for Approved Equal/Clarification Specifications Form the manufacturer’s name and number. Offeror shall submit sketches, descriptive literature, and/or complete specifications with their proposal. Reference to literature submitted with a previous proposal will not satisfy this provision. The offeror shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals that do not comply with these requirements are subject to rejection.
A.12. Clarification of Solicitation
Clarification pertaining to the contents of this solicitation shall be directed in writing to the Procurement Officer specified in the solicitation.

A.13. Rejection of Proposal
TAPS reserves the right to reject any proposals that do not comply with the requirements and specifications of the solicitation. A proposal may be rejected when the offeror imposes terms or conditions that would modify requirements of the solicitation or limit the offeror’s liability to TAPS.

A.14. Award of Contract
A.14.1. TAPS may award the Contract to more than one offeror by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by TAPS to be in the best interest of TAPS.

A.14.2. Contract awards will be made to the lowest and best offeror(s) unless the solicitation specifies that best value criteria is being used.

A.15. Protests
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.

A.15.1. Place for Filing. A protest must be filed with the Issuing Office identified in the RFP.

A.15.2. 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 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.

A.15.3. 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.

A.15.4. 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.

A.15.5. 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.

A.15.6. 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.

A.15.7. 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.

A.15.8. 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.
A.16. **Contract Modification**

A.16.1. The Contract is issued under the authority of TAPS who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by TAPS.

A.16.2. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by TAPS in writing, or made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.17. **Delivery, Inspection and Acceptance**

A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The offeror(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the proposal shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by TAPS at destination. “Destination” shall mean delivered to the receiving dock or other point specified in the purchase order. TAPS assumes no responsibility for goods until accepted by TAPS at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as proposal on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by TAPS.

A.18. **Invoicing and Payment**

A.18.1. Invoices will be paid after products have been delivered or services provided.

A.18.2. All Invoice are to be Net 30 days.

A.19. **Tax Exemption**

TAPS acquisitions are exempt from sales taxes and federal excise taxes. Offerors shall not include these taxes in price quotes.

A.20. **Audit and Records Clause**

A.20.1. As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with TAPS, the successful offeror(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

A.20.2. The successful offeror(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.

A.21. **Non-Appropriation Clause**

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency’s decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.22. **Choice of Law**

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Texas.

A.23. **Choice of Venue**

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Grayson County, Texas.

A.24. **Termination for Cause**

A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from TAPS. TAPS may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
A.24.2. TAPS may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when TAPS determines that an administrative error occurred prior to Contract performance.

A.24.3. If the Contract is terminated, TAPS shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

A.25.1. TAPS may terminate the Contract, in whole or in part, for convenience if TAPS determines that termination is in the TAPS’s best interest. TAPS shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by TAPS.

A.25.2. If the Contract is terminated, TAPS shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.26. Insurance

The successful offeror(s) awarded the Contract shall obtain and retain insurance, including workers’ compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide TAPS with evidence of such insurance and renewals.

A.27. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of TAPS. The supplier’s employees shall not be considered employees of TAPS for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.28. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable federal, state and local laws, and the supplier shall maintain all applicable licenses and permit requirements.


Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. Contract Period

B.1.1. Contract Period will be date of award through July 1, 2013 with the option to renew for up to four additional one (1) one year periods at the same terms and conditions.

B.2. Termination

B.2.1. This contract shall be in force until expiration date, or until thirty (30) days after notice has been given by TAPS of its desire to terminate the contract. After the first six (6) months, vendor may cancel with thirty (30) days written notice.

B.3. Extension of Contract

B.3.1. TAPS may extend the term of this contract in and up to ninety (90) day increments if mutually agreed upon by both parties in writing.

B.4. Type of Contract

B.4.1. This is a firm fixed price contract for the supplies/services specified.

B.5. Required Delivery

B.5.1. Delivery should be made within 180 calendar days after receipt of chassis by the successful vendor. If circumstances beyond the control of the vendor cause the delivery date to be longer than 180 calendar days, the vendor shall notify the ordering agency immediately.

B.5.2. The base price for a vehicle is to include delivery within 150 miles from the awarded dealer’s location to the delivery address for the ordering end user. Vehicles delivered by a dealer are to be delivered to the end user with a ¼ tank of gas. If an end user elects to pick up their vehicle at the dealers location, that vehicle is to be turned over to the end user with a full tank of gas.
B.6.3. A price for agencies to have vehicles delivered to locations outside of the 150 mile radius is contained on each price sheet and are to be turned over to the end user with a ¼ tank of gas.

B.6. Authorized Users

B.6.1. Any public agency (i.e., city, district, public authority, public agency, municipality, and other political subdivision or any FTA-funded entity) shall have the option of participating in any award made as a result of this proposal at the same prices, terms, and conditions. TAPS reserves the right to assign all or any portion of the vehicles awarded under this Contract including option quantities. This assignment, should it occur, shall be agreed to by TAPS and the contractor. Once assigned, each agency will enter into its own contract and be solely responsible to the contractor for obligations to the buses assigned. TAPS's right of assignment will remain in force over the 5-year period or until completion of the contract to include options, whichever occurs first. TAPS shall incur no financial responsibility in connection with contracts issued by another public agency. The public agency shall accept sole responsibility for placing orders or payments to the Contractor.

B.6.2. This solicitation will enable TAPS to standardize the future selection of buses, realize a better price through volume discounts, and reduce the requirement of an as-needed or annual procurement process as grant money is made available. This proposal will allow TAPS to exercise and/or assign options in the future as grants are allocated. TAPS has sole discretion to exercise/assign options and future base amounts for up to thirty (30) buses to be delivered over the remaining contract term. Assigned agencies will enter into individual contracts with the contractor.

B.7. Notice of Award

B.7.1. Notice of award letter resulting from this RFP will be furnished to each successful vendor and shall result in a binding contract without further action by either party. It shall be the successful vendor's responsibility to reproduce and distribute copies to all authorized dealers listed in your RFP response. No additions, deletions or changes of any kind shall be made to this contract without prior approval of TAPS.

B.8. Contractor Invoices

B.8.1. The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting a proposal shall be the only office authorized to receive orders, invoice and receive payment. If the Vendor wishes to ship or provide service from a point other than the address listed on the face of the RFP, the Vendor will furnish a list of these locations. No ordering or invoicing will be done at these locations.

B.8.2. Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.

B.8.3. In cases of partial delivery TAPS agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

B.9. Prompt Payment Discounts

B.9.1. Discounts for prompt payment will not be considered in the evaluation of offers. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

B.10. Gratuities

B.10.1. The right of the successful vendor to perform under this contract may be terminated by written notice if TAPS determines that the successful vendor, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of TAPS.

B.11. RFP Proposal Conformity

B.11.1. By submitting a response to this solicitation, the vendor attests that the supplies or services conform to specified contract requirements.

B.12. Contract Usage Reporting Requirements

B.12.1. Reports shall provide the total dollar amounts sold to all public agencies that include but are not limited to city, district, public authority, public agency, municipality, and other political subdivision or any FTA-funded entity.

B.12.2. Reports shall be submitted quarterly regardless of quantity.

B.12.3. Usage Reports shall be delivered to Texoma Area Paratransit System, Inc. 6104 Texoma Parkway Sherman, TX 75090 within 30 calendar days upon completion of performance quarter period cited in this contract provision.

B.12.4. Contract quarterly reporting periods shall be:

B.12.4.1. January 1 through March 31

B.12.4.2. April 1 through June 30
B.12.4.3. July 1 through September 30

B.12.4.4. October 1 through December 31

B.12.5. Failure to provide usage reports shall result in cancellation or suspension of contract.

B.12.6. Quarterly reports are to be submitted on the TAPS Usage Form. A copy of this form is attached to this RFP.

B.13. Conflict of Interest

B.13.1. All Vendors must disclose with the RFP the name of any officer, director or agent who is also an employee of TAPS or any of its agencies. Further, all Vendors must disclose the name of any TAPS Employee who owns, directly or indirectly, any interest in the suppliers firm or any of its branches.

B.14. Contract Management Fee

B.14.1. TAPS assesses an Administrative Fee in the sum of $500 per purchase order payable by the purchasing agency and collected by the vendor on all sales transacted by any entity under this contract.

B.14.2. Supplier agrees to annotate the resultant amount on the quarterly "Contract Usage Report" as listed in B12.6 and make payment by company check to TAPS within thirty (30) calendar days from the completion of the quarterly reporting period as listed in B12.4. To ensure the payment is credited properly, the supplier must identify the check as a “Contract Management Fee” and include the following information with the payment: TAPS1405 Transit Buses and Vehicles, the report amount and the reporting period covered. The Contract Management Fee shall be mailed to:

B.14.2.1. Texoma Area Paratransit System, Inc.
6104 Texoma Parkway
Sherman, TX 75090
Attn: Jennifer Wright

B.14.3. Failure to remit the fee quarterly may result in the cancellation of the contract. TAPS Contract Management Fee is non-refundable when an item is rejected, returned or declined due to the Supplier’s failure to perform or comply with specifications or requirements of the contract.

B.15. Negotiation of Contract

B.15.1. TAPS may elect to negotiate with selected Vendors during the procurement process to get the best business terms and price. Negotiations would be through TAPS. TAPS will consider all cost and business terms to be negotiable and not artificially constrained by internal corporate policies.

B.16. Patents and Royalties

B.16.1. The Vendor, without exception, shall indemnify and save harmless TAPS and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by TAPS. If the vendor uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

B.17. Product Acceptability

B.17.1. Proposals will only be considered on products, manufactured or produced for distribution and use in the United States.

B.17.2. Products shall be new and current. Factory reconditioned, refurbished or second equipment will not be accepted.

B.18. Product Availability

B.18.1. Product proposal must be a current product model and available for general marketing purposes at the opening of this solicitation. Offerors must use best effort to assure product availability through the duration of the contract period.

B.18.2. The awarded dealer will provide vehicles for length of the contract period without any price increases. The only exceptions will be if a model is discontinued or is replaced by a new model and the provision listed below in Section B.20.2 (Price Adjustments).

B.19. Authorized Representative

B.19.1. Offerors may offer any brand for which they are an authorized representative, which meets or exceeds the specification. Only licensed dealers may proposal on this contract. Offerors should submit a copy of both their dealer’s license and a copy of the Manufacturer’s license for each manufacturer they are proposing.
B.20. Price Adjustments

B.20.1. Manufacturer’s price increases, or other increases in the cost of doing business may not be passed on to TAPS. Any price decrease effectuated during the contract period by reason of market change shall be passed onto TAPS. The only exception to price increases is listed in B.21.2.

B.20.2. If the base price of a vehicle increases due to change in safety equipment or emissions, the dealer can increase the base price of the vehicle by the amount of the price increase. A letter from the manufacturer documenting the change and the amount of the change must be provided to TAPS for review/approval before the contract base price will be changed.

B.21. Extension of Retail Price with Rebates over Contract Price

B.21.1. If the Retail price is lower than the contract price due to promotions, rebates or discounts, the Vendor shall charge TAPS the Retail price.

B.21.2. Any other instance that causes the Retail price to be lower than the contract price, the Vendor shall charge TAPS the Retail price.

_______ Yes, Dealer will offer TAPS the Retail price if the Retail price is lower than the Contract price.

_______ No, Dealer will not offer TAPS the Retail price if the Retail price is lower than the Contract price.

B.22. Warranty

B.22.1. The Successful vendor agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded to TAPS by any other clause of this contract.

C. SOLICITATION SPECIFICATIONS
See Attachment “A” - Specifications Bus Shelters.

D. EVALUATION

D.1. Best Value

D.1.1. This solicitation will be evaluated using Best Value Criteria.

D.2. Evaluation Criteria

D.2.1. Evaluation will be based on the following: 40% for quality and durability of construction; 40% for Price; 20% for prior experience and qualifications.

E. INSTRUCTIONS TO SUPPLIER

E.1. Copies of Solicitations

E.1.1. Vendors are to submit one (1) original solicitation with signatures and one (1) electronic copy (cd, dvd, etc.).

E.2. Questions regarding Solicitation

E.2.1. Questions regarding this solicitation are to be submitted via email to TAPS, Attn: Jennifer Wright. The email address is jenniferwright@tapsbus.com. Questions are due no later than 12/10/2014.
TAPS is seeking proposals from qualified vendors with high quality, durable products in order to purchase ten (10) ADA accessible bus shelters measuring between 4’x8’ to 5’x10’. These are to be made of aluminum frames with tempered safety glass, arc roof with glazed polycarbonate, three sided transit shelters, a non-lit ad box, and attachable no back bench. All metal components are to be powder coated paint. Paint color R:0, G:86, B:78, C:91, M:44, Y:66, K:35. All products must be delivered within 90 days of award of contract and the issuing of a purchase order for the project amount. Price of delivery must be included with bid as a separate line item. Installation of products may or may not be required but should be listed as an option price.
## ATTACHMENT B - PRICING

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
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<tbody>
<tr>
<td>10 Bus Shelters</td>
<td></td>
</tr>
<tr>
<td>Delivery</td>
<td></td>
</tr>
<tr>
<td>Options - Installation</td>
<td></td>
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</tbody>
</table>
In submitting this proposal, the undersigned OFFEROR/VENDOR as noted in Section III - Certification to Purchaser, certifies and agrees to the following clauses, assurances and certifications.

The OFFEROR/VENDOR agrees to include these requirements in subcontracts financed in whole or in part by Federal Transit Administration funding. The offeror/vendor must execute all certifications below.

I. FOR ALL PROPOSALS:

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 there from.

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 sub recipients 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

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.

FMVSS Certification

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III. REQUIRED CLAUSES FOR PROPOSALS 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 PROPOSALS 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 bid, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

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<th>Name of Company</th>
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<th>Disadvantaged Business Enterprise Information</th>
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<td>Is your firm a DBE?  Yes  No</td>
<td>Sole Proprietorship  General Proprietorship</td>
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<td>If yes, what type?</td>
<td>Corporation  Limited Partnership</td>
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<td>Limited Proprietorship</td>
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1. Solicitation #: TAPS1406
2. Solicitation Issue Date: 12/01/2014

3. Brief Description of Requirement:

Solicitation for Bus Routers and Equipment

4. Response Due Date : 12/19/2014
   Time: 3:00 PM CST

5. Issued By and RETURN SEALED BID TO:

   Personal or Common Carrier Delivery: U.S. Postal Delivery:
   Texoma Area Paratransit System, Inc. Texoma Area Paratransit System, Inc.
   Attn: Jennifer Wright Attn: Jennifer Wright
   3400 Texoma Parkway 3400 Texoma Parkway
   Sherman, TX 75090 Sherman, TX 75090

6. Solicitation Type (check one below):

   X Invitation to Bid
   □ Request for Proposal
   □ Request for Quote

   Issue Date: 12/01/2014
   Request for Approved Equal: 12/11/2014
   Reply to RFA: 12/12/2014
   Bid Due/Opening: 12/19/2014

7. Requesting Agency: Texoma Area Paratransit System, Inc (TAPS)

8. Procurement Officer:
   Name: Jennifer Wright
   Phone: (903) 868-9192
   Email: jenniferwright@tapsbus.com
Responding Offeror Information

"Certification for Competitive Proposal and Contract" (see page 3) MUST be submitted along with the response to the Solicitation.

1. RE: Solicitation # TAPS1406
2. Offeror General Information:
   FEI / SSN: _______________________________________ VEN ID: __________________________
   Company Name: ______________________________________________________________________

3. Offeror Contact Information:
   Address: ____________________________________________________________________________
   City: __________________ State: ____ Zip Code: __________
   Contact Name: ________________________________________________________________
   Contact Title: ______________________________________________________________________
   Phone #: __________________ FAX#: __________________
   Email: __________________ Website: __________________

4. Texas Sales Tax Permit ¹:
   ☐ YES – Permit #: __________________
   ☐ NO – Exempt pursuant to Texas Laws or Rules

5. Registration with the Texas Secretary of State:
   ☐ YES - Filing Number: __________________
   ☐ NO - Prior to the contract award, the successful offeror will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming.

6. Workers’ Compensation Insurance Coverage ²:
   Offeror is required to provide with the bid a certificate of insurance showing proof of compliance with the Texas Workers’ Compensation Act.
   ☐ YES – include a certificate of insurance with the bid
   ☐ NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers’ Compensation Act.

_________________________________________________________  ____________________________
Authorized Signature                                      Date

_________________________________________________________  ____________________________
Printed Name                                               Title

¹ For frequently asked questions concerning Texasa Sales Tax Permit, see http://www.window.state.tx.us/taxes/
² For frequently asked questions concerning workers’ compensation insurance, see http://www.twc.state.tx.us/customers/bemp/unemployment-tax.html
Certification for Competitive Bid and/or Contract (Non-Collusion Certification)

A certification shall be included with any competitive bid and/or contract submitted to TAPS for goods or services.

Solicitation or Purchase Order #: TAPS1406
#:

SECTION I:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named offeror submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among offerors and between offerors and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;

2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and

3. Neither the offeror nor anyone subject to the offeror's direction or control has been a party:
   a. to any collusion among offerors in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from proposing,
   b. to any collusion with any TAPS official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
   c. in any discussions between offerors and any TAPS official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of TAPS any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by TAPS shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

Supplier Authorized Signature

Printed Name

Phone Number

Fax Number

Certified This Date

Title

Email
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A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

A.1.1. “Acquisition” means items, products, materials, supplies, services and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental;

A.1.2. “Bid” means an offer in the form of a bid an offeror submits in response to a solicitation;

A.1.3. “Offeror” means an individual or business entity that submits a bid in response to solicitation;

A.1.4. “Solicitation” means a request or invitation by TAPS or a state agency for a supplier to submit a priced offer to sell acquisitions to TAPS. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and

A.1.5. “Supplier” means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

A.2.1. Submitted bids shall be in strict conformity with the instructions to offerors and shall be submitted with a completed “Responding Offeror Information” and any other forms required by the solicitation.

A.2.2. Bids shall include the Offeror’s experience in providing the services and/or items requested by this IFB. Offerors shall describe their qualifications and experience to perform the work described in this IFB. Information about experience should include direct experience with the specific subject matter. Each Offeror should provide the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this IFB, especially from other operations similar to those being requested in this IFB by TAPS. Each reference should include organizational name, official address, contact person, title of contract, and any hardware or software elements in use, number of years in use and phone number.

A.2.3. Bids shall be submitted to the TAPS in a single envelope, package, or container and shall be sealed. The name and address of the offeror shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.2.4. The required certification statement, “Certification for Competitive Bid and/or Contract (Non-Collusion Certification)” must be made out in the name of the offeror and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.

A.2.5. All bids shall be legibly written or typed. Any corrections to bids shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.

A.2.6. All bids submitted shall be subject to the TAPS Procurement Policy, FTA and TXDOT Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

A.3.1. If an amendment is issued, the offeror shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. TAPS must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by TAPS.

A.3.3. It is the Offeror's responsibility to check the TAPS website frequently for any possible amendments that may be issued. TAPS is not responsible for a offeror's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

If the offeror needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to TAPS with the following statement “This bid supersedes the bid previously submitted” in a single envelope, package, or container and shall be sealed. The name and address of the offeror shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

A.5.1.2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for 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;

A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and

A.5.1.4. Have not within a three-year period preceding this application/bid had one or more public (Federal, State or local) contracts terminated for cause or default.

A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bids Subject to Public Disclosure

Unless otherwise specified in the Texas Open Records Act or other applicable law, documents and information a offeror submits as part of or in connection with a bid are public records and subject to disclosure. Offerors claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. TAPS shall make the final decision as to whether the documentation or information is confidential.

A.7. Late Bids

Bids received by TAPS after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.8. Legal Contract

A.8.1. Submitted bids are rendered as a legal offer and any bid, when accepted by TAPS, shall constitute a contract.

A.8.2. The Contract resulting from this solicitation will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid.

A.8.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.9. Pricing

A.9.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.9.2. Offerors guarantee unit prices to be correct.

A.10. Manufacturers’ Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers’ names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Offeror may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the Request for Approved Equal/Clarification Specifications Form the manufacturer's name and number. Offeror shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The offeror shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.11. Clarification of Solicitation

Clarification pertaining to the contents of this solicitation shall be directed in writing to the Procurement Officer specified in the solicitation.

A.12. Rejection of Bid

TAPS reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the offeror imposes terms or conditions that would modify requirements of the solicitation or limit the offeror’s liability to TAPS.
A.13. **Award of Contract**

A.13.1. TAPS may award the Contract to more than one offeror by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by TAPS to be in the best interest of TAPS.

A.13.2. Contract awards will be made to the lowest and best offeror(s) unless the solicitation specifies that best value criteria is being used.

A.14. **Protests**

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

A.14.1. **Place for Filing.** A protest must be filed with the Issuing Office identified in the IFB.

A.14.2. **Time for Filing.** A prospective Offeror who is considering filing a bid 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 bid submission deadline specified in the IFB. A protest filed by a Offeror who submits a bid must be filed within seven (7) days after the testing 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.

A.14.3. **Contents of Protest.** A protest must be in writing. A protest shall state all grounds upon which the protesting party asserts the IFB or contractor selection was improper. The protesting party may submit with the protest any documents or information it deems relevant.

A.14.4. **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.

A.14.5. **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 IFB 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.

A.14.6. **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.

A.14.7. **Review.** 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.

A.14.8. **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.

A.15. **Contract Modification**

A.15.1. The Contract is issued under the authority of TAPS who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by TAPS.

A.15.2. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by TAPS in writing, or made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.16. **Delivery, Inspection and Acceptance**

A.16.1. Unless otherwise specified in the solicitation or advertising documents, all deliveries shall be F.O.B. Destination. The
offeror(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by TAPS at destination. “Destination” shall mean delivered to the receiving dock or other point specified in the purchase order. TAPS assumes no responsibility for goods until accepted by TAPS at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

A.16.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by TAPS.

A.17. Invoicing and Payment

A.17.1. Invoices will be paid after products have been delivered or services provided.

A.17.2. All Invoice are to be Net 30 days.

A.18. Tax Exemption

TAPS acquisitions are exempt from sales taxes and federal excise taxes. Offerors shall not include these taxes in price quotes.

A.19. Audit and Records Clause

A.19.1. As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with TAPS, the successful offeror(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

A.19.2. The successful offeror(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.

A.20. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency’s decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.21. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Texas.

A.22. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Grayson County, Texas.

A.23. Termination for Cause

A.23.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from TAPS. TAPS may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

A.23.2. TAPS may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when TAPS determines that an administrative error occurred prior to Contract performance.

A.23.3. If the Contract is terminated, TAPS shall be liable only for payment for products and/or services delivered and accepted.

A.24. Termination for Convenience

A.24.1. TAPS may terminate the Contract, in whole or in part, for convenience if TAPS determines that termination is in the TAPS’s best interest. TAPS shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by TAPS.

A.24.2. If the Contract is terminated, TAPS shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.
A.25. Employment Relationship
The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of TAPS. The supplier's employees shall not be considered employees of TAPS for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.26. Compliance with Applicable Laws
The products and services supplied under the Contract shall comply with all applicable federal, state and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.27. Special Provisions
Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. Type of Contract
B.1.1. This is a firm fixed price contract for the supplies/services specified.

B.2. Notice of Award
B.2.1. Notice of award letter resulting from this IFB will be furnished to each successful vendor and shall result in a binding contract without further action by either party. It shall be the successful vendor's responsibility to reproduce and distribute copies to all authorized dealers listed in your IFB response. No additions, deletions or changes of any kind shall be made to this contract without prior approval of TAPS.

B.3. Gratuities
B.3.1. The right of the successful vendor to perform under this contract may be terminated by written notice if TAPS determines that the successful vendor, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of TAPS.

B.4. IFB Bid Conformity
B.4.1. By submitting a response to this solicitation, the vendor attests that the supplies or services conform to specified contract requirements.

B.5. Conflict of Interest
B.13.1. All Vendors must disclose with the IFB the name of any officer, director or agent who is also an employee of TAPS or any of its agencies. Further, all Vendors must disclose the name of any TAPS Employee who owns, directly or indirectly, any interest in the suppliers firm or any of its branches.

B.6. Patents and Royalties
B.16.1. The Vendor, without exception, shall indemnify and save harmless TAPS and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by TAPS. If the vendor uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the IFB prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

B.7. Product Acceptability
B.7.1. Bids will only be considered on products, manufactured or produced for distribution and use in the United States.
B.7.2. Products shall be new and current. Factory reconditioned, refurbished or second equipment will not be accepted.

B.8. Authorized Representative
B.8.1. Offerors may offer any brand for which they are an authorized representative, which meets or exceeds the specification.

B.9. Warranty
B.9.1. The Successful vendor agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded to TAPS by any other clause of this contract.

C. SOLICITATION SPECIFICATIONS
See Attachment "A" - Specifications for Bus Routers and Equipment.
D. EVALUATION

D.1. Best Value
   D.1.1. This solicitation will be evaluated using Best Value Criteria.

D.2. Evaluation Criteria
   D.2.1. Award will be based solely on price.

E. INSTRUCTIONS TO SUPPLIER

E.1. Copies of Solicitations
   E.1.1. Vendors are to submit one (1) original solicitation with signatures and one (1) electronic copy (cd, dvd, etc.).

E.2. Questions regarding Solicitation
   E.2.1. Questions regarding this solicitation are to be submitted via email to TAPS, Attn: Jennifer Wright. The email address is jenniferwright@tapsbus.com. Questions are due no later than 07/10/2012.
The exact parts listed below are required. TAPS will not accept approved equals or any deviation from the following list in order for the products to be compatible with existing hardware/software already being utilized by TAPS.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Item Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>105</td>
<td>Cradlepoint Integrated Broadband LTE Router, Part# IBR600LE-VZ</td>
</tr>
<tr>
<td>105</td>
<td>Moxa Unmanaged Switch, Part# EDS-205A</td>
</tr>
<tr>
<td>105</td>
<td>CradlePoint DC power cable, Part# 170585-000</td>
</tr>
<tr>
<td>105</td>
<td>AP-MultiMax-MIMO Mount with custom 2.5 inch ferrule, Part# AP-CCWWG-Q-S22222-RP34-BL-Custom</td>
</tr>
<tr>
<td>105</td>
<td>Enterprise Cloud Manager License, Part# ECM-MT1YR</td>
</tr>
<tr>
<td>8</td>
<td>1 Meter 35mm DIN-Rail, Part# DIN-Rail 1M</td>
</tr>
</tbody>
</table>

The parts listed below do not have to be exact parts. They can be an approved equal. All approved equals must be approved prior to the proposal being submitted.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Item Description</th>
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</thead>
<tbody>
<tr>
<td>78</td>
<td>AP-MultiMax-MIMO Threaded Bolt Mount. Color black. LTE-SMA(male) connectors, GPS SMA(male) connector, WIFI-Reverse Polarity SMA connectors. Standard 15 feet coax and must be mounted on metal surface*. 824-896 MHz, 1850-1995 MHz, 704-787 MHz (Block B and C), 1575.42 MHz 3 dB gain, low profile (about 1.6 inches high). - OR APPROVED EQUAL *<strong>Must have a Custom 2.5 inch ferrule, NO MESH SLEEVE</strong></td>
</tr>
<tr>
<td>27</td>
<td>AP-MultiMax-MIMO Threaded Bolt Mount. Color black. LTE-SMA(male) connectors, GPS SMA(male) connector, WIFI-Reverse Polarity SMA connectors. Standard 15 feet coax and must be mounted on metal surface. 824-896 MHz, 1850-1995 MHz, 704-787 MHz (Block B and C), 1575.42 MHz 3 dB gain, low profile (about 1.6 inches high) – OR APPROVED EQUAL *<strong>Must have a Custom .75 inch ferrule, NO MESH SLEEVE</strong></td>
</tr>
<tr>
<td>105</td>
<td>Moxa 5-port unmanaged Ethernet switch model EDS-205A - OR APPROVED EQUAL</td>
</tr>
</tbody>
</table>

RFP # TAPS1406 BUS ROUTERS AND EQUIPMENT
REQUEST FOR APPROVED EQUAL

Name of Prospective Offeror

Request for an approved equal

Item Description:

Basis of Request:

Offeror

Authorized Signature

Print Name and Title

Date

Phone

Attach additional pages if needed.

Response:

Approved: Remarks:

Disapproved:

Authorized Signature
## ATTACHMENT B - PRICING

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Item Description</th>
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<tr>
<td>105</td>
<td>Cradlepoint Integrated Broadband LTE Router, Part# IBR600LE-VZ</td>
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<td>Antenna with 2.5 inch ferrule</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Antenna with .75 inch ferrule</td>
<td></td>
</tr>
<tr>
<td>105</td>
<td>Ethernet Switch</td>
<td></td>
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<tr>
<td></td>
<td>Delivery/Shipping</td>
<td></td>
</tr>
</tbody>
</table>
In submitting this proposal, the undersigned OFFEROR/VENDOR as noted in Section III - Certification to Purchaser, certifies and agrees to the following clauses, assurances and certifications.

The OFFEROR/VENDOR agrees to include these requirements in subcontracts financed in whole or in part by Federal Transit Administration funding. The offeror/vendor must execute all certifications below.

I. FOR ALL PROPOSALS:

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 to 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 IAW 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 sub recipients 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

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.

FMVSS Certification

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<th>Name of Company</th>
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<td></td>
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</tr>
<tr>
<td>Date</td>
<td>Signature</td>
</tr>
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</table>

III. REQUIRED CLAUSES FOR PROPOSALS 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 PROPOSALS 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

<table>
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<tr>
<th>Name of Company</th>
<th>Printed Name of Person Completing Form</th>
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Date Signature

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

<table>
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<tr>
<th>Name of Company</th>
<th>Printed Name of Person Completing Form</th>
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<tr>
<td>Telephone</td>
<td>Signature</td>
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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 bid, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

<table>
<thead>
<tr>
<th>Name of Company</th>
<th>Address</th>
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<th>Printed Name of Person Completing Form</th>
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<tr>
<th>Date</th>
<th>SS# or Tax ID #</th>
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<thead>
<tr>
<th>Description of Commodity or Service</th>
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<tbody>
<tr>
<td></td>
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<tr>
<td>Disadvantaged Business Enterprise Information</td>
</tr>
<tr>
<td>---------------------------------------------</td>
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<tr>
<td>Is your firm a DBE? ❑ Yes ❑ No</td>
</tr>
<tr>
<td>If yes, what type?</td>
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## Section III - Price Sheet

<table>
<thead>
<tr>
<th>Option #</th>
<th>Item</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Base Vehicle Price</td>
<td>$</td>
</tr>
<tr>
<td>1</td>
<td>CNG Fuel System</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Power Ramp</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Two-Way Radio System ROIP</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>Two-Way Radio System</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>Two-Way Radio System</td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>Folding Jump Seat</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>Custom Paint – Single Color</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>Custom Paint – Single Color Other than White</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>Custom Paint – Two Color</td>
<td>$</td>
</tr>
<tr>
<td>8</td>
<td>Farebox</td>
<td>$</td>
</tr>
<tr>
<td>9</td>
<td>Camera</td>
<td>$</td>
</tr>
<tr>
<td>10</td>
<td>Router</td>
<td>$</td>
</tr>
</tbody>
</table>
1. Solicitation #: TAPS1407

2. Solicitation Issue Date: DATE

3. Brief Description of Requirement:

   Solicitation for Staff Vehicles: 2 Full Size Sedans, 3 Mid Size Sedans, 4 Compact Cars, 1 Compact Cargo Van

4. Response Due Date: DATE  
   Time: 2:00 PM CST

5. Issued By and RETURN SEALED
   PROPOSAL TO:

   Personal or Common Carrier Delivery:  
   Texoma Area Paratransit System, Inc.  
   Attn: Jennifer Wright  
   3400 Texoma Parkway  
   Sherman, TX 75090

   U.S. Postal Delivery:  
   Texoma Area Paratransit System, Inc.  
   Attn: Jennifer Wright  
   3400 Texoma Parkway  
   Sherman, TX 75090

6. Solicitation Type (check one below):

   □ Invitation to Proposal  
   Issue Date: DATE

   □ Request for Proposal  
   Questions Due: DATE

   □ Request for Quote  
   Proposal Due Date: DATE

   Requesting Agency: Texoma Area Paratransit System, Inc (TAPS)

7. Procurement Officer:

   Name: Jennifer Wright  
   Phone: (903) 868-9192  
   Email: jenniferwright@tapsbus.com
Responding Offeror Information

“Certification for Competitive Proposal and Contract” (see page 3) MUST be submitted along with the response to the Solicitation.

1. RE: Solicitation # TAPS1407
2. Offeror General Information:
   
   FEI / SSN: ________________________________  VEN ID: ________________________________
   
   Company Name: ________________________________________________

3. Offeror Contact Information:
   
   Address: ______________________________________________________
   
   City: _______________________  State: ____  Zip Code: _________
   
   Contact Name: _______________________________________________
   
   Contact Title: _______________________________________________
   
   Phone #: _______________________  FAX#: ______________________
   
   Email: ______________________________________________________
   
   Website: ____________________________________________________

4. Texas Sales Tax Permit 1:
   
   □ YES – Permit #: _______________________
   
   □ NO – Exempt pursuant to Texas Laws or Rules

5. Registration with the Texas Secretary of State:
   
   □ YES - Filing Number: __________________________________________
   
   □ NO - Prior to the contract award, the successful offeror will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming.

6. Workers’ Compensation Insurance Coverage 2:
   
   Offeror is required to provide with the proposal a certificate of insurance showing proof of compliance with the Texas Workers’ Compensation Act.
   
   □ YES – include a certificate of insurance with the proposal
   
   □ NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers’ Compensation Act.

________________________________________________________________________

Authorized Signature  Date

________________________________________________________________________

Printed Name  Title

1For frequently asked questions concerning Texasa Sales Tax Permit, see http://www.window.state.tx.us/taxes/
2For frequently asked questions concerning workers’ compensation insurance, see http://www.twc.state.tx.us/customers/bemp/unemployment-tax.html
Certification for Competitive Proposal and/or Contract
(Non-Collusion Certification)

A certification shall be included with any competitive proposal and/or contract submitted to TAPS for goods or services.

Solicitation or Purchase Order: TAPS1407
# Supplier Legal Name:

SECTION I:

A. For purposes of competitive proposal,
   1. I am the duly authorized agent of the above named offeror submitting the competitive proposal herewith, for the purpose of certifying the facts pertaining to the existence of collusion among offerors and between offerors and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said proposal;
   2. I am fully aware of the facts and circumstances surrounding the making of the proposal to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such proposal; and
   3. Neither the offeror nor anyone subject to the offeror’s direction or control has been a party:
      a. to any collusion among offerors in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from proposing,
      b. to any collusion with any TAPS official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
      c. in any discussions between offerors and any TAPS official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively proposal or not, neither the contractor nor anyone subject to the contractor’s direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of TAPS any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by TAPS shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive proposal attached herewith and contract, if awarded to said supplier;

Supplier Authorized Signature __________________________ Certified This Date __________________________
Printed Name __________________________ Title __________________________
Phone Number __________________________ Email __________________________
Fax Number __________________________
A. GENERAL PROVISIONS

A.1. Definitions
As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

A.1.1. “Acquisition” means items, products, materials, supplies, services and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental;

A.1.2. “Proposal” means an offer in the form of a proposal an offeror submits in response to a solicitation;

A.1.3. “Offeror” means an individual or business entity that submits a proposal in response to solicitation;

A.1.4. “Solicitation” means a request or invitation by TAPS or a state agency for a supplier to submit a priced offer to sell acquisitions to TAPS. A solicitation may be an invitation to proposal, request for proposal, or a request for quotation; and

A.1.5. “Supplier” means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Proposal Submission

A.2.1. Submitted proposals shall be in strict conformity with the instructions to offerors and shall be submitted with a completed “Responding Offeror Information” and any other forms required by the solicitation.

A.2.2. Proposals shall be submitted to the TAPS in a single envelope, package, or container and shall be sealed. The name and address of the offeror shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.2.3. The required certification statement, “Certification for Competitive Proposal and/or Contract (Non-Collusion Certification)” must be made out in the name of the offeror and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.

A.2.4. All proposals shall be legibly written or typed. Any corrections to proposals shall be initialed. Penciled proposals and penciled corrections shall NOT be accepted and will be rejected as non-responsive.

A.2.5. All proposals submitted shall be subject to the TAPS Procurement Policy, FTA and TXDOT Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

A.3.1. If an amendment is issued, the offeror shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the proposal or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. TAPS must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of proposals for the proposal to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by TAPS.

A.3.3. It is the Offeror’s responsibility to check the TAPS website frequently for any possible amendments that may be issued. TAPS is not responsible for a offeror's failure to download any amendment documents required to complete a solicitation.

A.4. Proposal Change

If the offeror needs to change a proposal prior to the solicitation response due date, a new proposal shall be submitted to TAPS with the following statement “This proposal supersedes the proposal previously submitted” in a single envelope, package, or container and shall be sealed. The name and address of the offeror shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for 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;

A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and

A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.

A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Proposal Opening

Sealed proposals shall be received by TAPS at 3400 Texoma Parkway, Sherman, Texas, 75090 at the time and date specified in the solicitation as Response Due Date and Time. There will not be a public opening.

A.7. Proposals Subject to Public Disclosure

Unless otherwise specified in the Texas Open Records Act or other applicable law, documents and information a offeror submits as part of or in connection with a proposal are public records and subject to disclosure. Offerors claiming any portion of their proposal as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. TAPS shall make the final decision as to whether the documentation or information is confidential.

A.8. Late Proposals

Proposals received by TAPS after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

A.9.1. Submitted proposals are rendered as a legal offer and any proposal, when accepted by TAPS, shall constitute a contract.

A.9.2. The Contract resulting from this solicitation will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful proposal to the extent that the proposal does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful proposal.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

A.10.1. Proposals shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Offerors guarantee unit prices to be correct.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers’ names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Offeror may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s).

A.12. Clarification of Solicitation

Clarification pertaining to the contents of this solicitation shall be directed in writing to the Procurement Officer specified in the solicitation.

A.13. Rejection of Proposal

TAPS reserves the right to reject any proposals that do not comply with the requirements and specifications of the solicitation. A
A.14. Award of Contract

A.14.1. TAPS may award the Contract to more than one offeror by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by TAPS to be in the best interest of TAPS.

A.14.2. Contract awards will be made using best value criteria.

A.15. Protests

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.

A.15.1. Place for Filing. A protest must be filed with the Issuing Office identified in the RFP.

A.15.2. 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 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.

A.15.3. 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.

A.15.4. 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.

A.15.5. 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.

A.15.6. 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.

A.15.7. 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.

A.15.8. 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.

A.16. Contract Modification

A.16.1. The Contract is issued under the authority of TAPS who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by TAPS.

A.16.2. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by TAPS in writing, or
made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.17. Delivery, Inspection and Acceptance

A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The offeror(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the proposal shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by TAPS at destination. “Destination” shall mean delivered to the receiving dock or other point specified in the purchase order. TAPS assumes no responsibility for goods until accepted by TAPS at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as proposal on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by TAPS.

A.18. Tax Exemption

TAPS acquisitions are exempt from sales taxes and federal excise taxes. Offerors shall not include these taxes in price quotes.

A.19. Audit and Records Clause

A.19.1. As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with TAPS, the successful offeror(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

A.19.2. The successful offeror(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.

A.20. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency’s decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.21. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Texas.

A.22. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Grayson County, Texas.

A.23. Termination for Cause

A.23.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from TAPS. TAPS may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
A.23.2. TAPS may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when TAPS determines that an administrative error occurred prior to Contract performance.

A.23.3. If the Contract is terminated, TAPS shall be liable only for payment for products and/or services delivered and accepted.

A.24. Termination for Convenience

A.24.1. TAPS may terminate the Contract, in whole or in part, for convenience if TAPS determines that termination is in the TAPS’s best interest. TAPS shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by TAPS.

A.24.2. If the Contract is terminated, TAPS shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.25. Insurance

The successful offeror(s) awarded the Contract shall obtain and retain insurance, including workers’ compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide TAPS with evidence of such insurance and renewals.

A.26. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of TAPS. The supplier’s employees shall not be considered employees of TAPS for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.27. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable federal, state and local laws, and the supplier shall maintain all applicable licenses and permit requirements.


Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. Patents and Royalties

B.1.1. The Vendor, without exception, shall indemnify and save harmless TAPS and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by TAPS. If the vendor uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

B.2. Product Acceptability

B.2.1. Proposals will only be considered on products, manufactured or produced for distribution and use in the United States.

B.2.2. Products shall be new and current. Factory reconditioned, refurbished or second equipment will not be accepted.

B.3. Product Availability

B.3.1. Product proposal must be a current product model and available for general marketing purposes at the opening of this solicitation. Offerors must use best effort to assure product availability through the duration of the contract period.

B.4. Authorized Representative

B.4.1. Offerors may offer any brand for which they are an authorized representative, which meets or exceeds the specification. Only licensed dealers may propose on this contract. Offerors should submit a copy of both their dealer’s license and a copy of the Manufacturer’s license for each manufacturer they are proposing.

B.5. Warranty

B.5.1. The Successful vendor agrees the products furnished under this contract shall be covered by the most favorable
commercial warranties the contractor gives to any customer for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded to TAPS by any other clause of this contract.

D. EVALUATION

D.1. Best Value
   D.1.1. This solicitation will be evaluated using Best Value Criteria. TAPS will make the award to the responsive and responsible proposer whose proposal is most advantageous to TAPS.

D.2. Evaluation Criteria
   D.2.1. Evaluation will be based on the following: 50% Technical (including but not limited to cost of ownership, warranty, etc.) and 50% Price.

E. INSTRUCTIONS TO SUPPLIER

E.1. Copies of Solicitations
   E.1.1. Vendors are to submit one (1) original solicitation with signatures and two (2) copies.

E.2. Questions regarding Solicitation
   E.2.1. Questions regarding this solicitation are to be submitted via email to TAPS, Attn: Jennifer Wright. The email address is jenniferwright@tapsbus.com. Questions are due no later than DATE.
The following specifications shall apply to the purchase of a full size sedan such as a Chevrolet Impala, Ford Taurus, Dodge Charger or Chrysler 300. TAPS reserves the right to waive minor technicalities under these specifications.

Vehicles shall be of the latest model year in standard production and of which parts and warranty service is available at one or more points in North Central Texas.

The offeror agrees, if their proposal is accepted by TAPS, to guarantee that the design, materials and workmanship throughout the vehicle will conform to the highest standards of the vehicle proposal according to the standard factory warranty.

**QUANTITY TO BE PURCHASED: 2 VEHICLES**

Successful proposers will furnish TAPS two (2) full size sedans.

**NOTE:**
Any Brand names and specifications mentioned within this document are for reference only.

<table>
<thead>
<tr>
<th>Full Size Sedan</th>
<th>Dealer Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Make Bidding:</td>
<td></td>
</tr>
<tr>
<td>Model Bidding:</td>
<td></td>
</tr>
<tr>
<td>Model Code:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Engine</th>
<th>Minimum Req.</th>
<th>Enter Vehicle Specification and Manufacturer Option Codes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine Type (Cylinder/Liter)</td>
<td>6 Cyl./List Liters/HP</td>
<td></td>
</tr>
<tr>
<td>Alternate Fuel Engine</td>
<td>List Type</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Passenger and Cargo</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Volume (cu. Ft.)</td>
<td>120 or more cu. Ft., List</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Transmission</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Automatic</td>
<td>4 Speed Automatic</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Drive Axle</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Drive Axle</td>
<td>Front Wheel Drive</td>
</tr>
<tr>
<td>Differential Type/Ratio</td>
<td>Reg./List Ratio</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Electrical</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternator/Min (amps)</td>
<td>Mfg. Std. List Size</td>
</tr>
<tr>
<td>Battery min. (CCA)</td>
<td>Mfg. Std. List Size</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fuel</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Fuel Capacity min Liters(Gals)</td>
<td>Mfg. Std. List Size</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Exterior</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Paint</td>
<td>One White and One Silver</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Doors &amp; Windows</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Doors</td>
<td>4 Doors</td>
</tr>
<tr>
<td>Door Locks</td>
<td>Power Locks</td>
</tr>
<tr>
<td>Windows</td>
<td>Power Windows</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Floor</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Floor Covering</td>
<td>Carpet, w/ Carpet Floor Mats</td>
</tr>
<tr>
<td>Interior</td>
<td></td>
</tr>
<tr>
<td>------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Req.</td>
</tr>
<tr>
<td>Radio</td>
<td>AM/FM</td>
</tr>
<tr>
<td>Tilt &amp; Cruise</td>
<td>Tilt Wheel &amp; Cruise Control</td>
</tr>
<tr>
<td>Seats</td>
<td></td>
</tr>
<tr>
<td>Seating Capacity min.</td>
<td>5 Passenger</td>
</tr>
<tr>
<td>Front Seats</td>
<td>Cloth (or Better) Bucket Seats</td>
</tr>
<tr>
<td>Rear Seat</td>
<td>Cloth (or Better)</td>
</tr>
<tr>
<td>Safety</td>
<td></td>
</tr>
<tr>
<td>Brakes</td>
<td>4 Wheel Antilock</td>
</tr>
<tr>
<td>Restraint System All Pass</td>
<td>Seat Belts all Passengers</td>
</tr>
<tr>
<td>Air Bags</td>
<td>Air Bags Both Sides</td>
</tr>
<tr>
<td>Tires &amp; Wheels</td>
<td></td>
</tr>
<tr>
<td>Tires &amp; Wheels</td>
<td>Mfg. Std. List Size</td>
</tr>
<tr>
<td>Spare</td>
<td>Mfg. Std. List Size</td>
</tr>
<tr>
<td>Warranty</td>
<td></td>
</tr>
<tr>
<td>Bumper to Bumper Warranty</td>
<td>List Warranty</td>
</tr>
<tr>
<td>Drive Train Warranty</td>
<td>List Warranty</td>
</tr>
</tbody>
</table>

**BASE PRICE:**
PROPOSAL SPECIFICATIONS
FOR MID-SIZE SEDAN

The following specifications shall apply to the purchase of mid-size sedan such as a Ford Fusion, Dodge Avenger, Chrysler 200 or Chevrolet Malibu. TAPS reserves the right to waive minor technicalities under these specifications.

Vehicles shall be of the latest model year in standard production and of which parts and warranty service is available at one or more points in North Central Texas.

The offeror agrees, if their proposal is accepted by TAPS, to guarantee that the design, materials and workmanship throughout the vehicle will conform to the highest standards of the vehicle proposal according to the standard factory warranty.

QUANTITY TO BE PURCHASED: 3 VEHICLES

Successful proposers will furnish TAPS three (3) mid-size sedans.

NOTE:
Any Brand names and specifications mentioned within this document are for reference only.

<table>
<thead>
<tr>
<th>Mid-Size Sedan</th>
<th>Dealer Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Make Bidding:</td>
<td>____________________________</td>
</tr>
<tr>
<td>Model Bidding:</td>
<td>____________________________</td>
</tr>
<tr>
<td>Model Code:</td>
<td>____________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Engine</th>
<th>Minimum Req.</th>
<th>Enter Vehicle Specification and Manufacturer Option Codes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine Type (Cylinder/Liter)</td>
<td>4 Cyl./List Liters/HP</td>
<td></td>
</tr>
<tr>
<td>Alternate Fuel Engine</td>
<td>List Type</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Passenger and Cargo</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Volume (cu. Ft.)</td>
<td>115 or more cu. Ft., List</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Transmission</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Automatic</td>
<td>4 Speed Automatic</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Drive Axle</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Drive Axle</td>
<td>Front Wheel Drive</td>
<td></td>
</tr>
<tr>
<td>Differential Type/Ratio</td>
<td>Reg./List Ratio</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Electrical</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternator/Min (amps)</td>
<td>Mfg. Std. List Size</td>
<td></td>
</tr>
<tr>
<td>Battery min. (CCA)</td>
<td>Mfg. Std. List Size</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fuel</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Fuel Capacity min Liters(Gals)</td>
<td>Mfg. Std. List Size</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Exterior</th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Paint</td>
<td>White</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Doors &amp; Windows</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Doors</td>
<td>4 Doors</td>
<td></td>
</tr>
<tr>
<td>Door Locks</td>
<td>Power Locks</td>
<td></td>
</tr>
<tr>
<td>Windows</td>
<td>Power Windows</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Floor</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Floor Covering</td>
<td>Carpet, w/ Carpet Floor Mats</td>
<td></td>
</tr>
<tr>
<td>Feature</td>
<td>Description</td>
<td></td>
</tr>
<tr>
<td>---------------------------------</td>
<td>-----------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Interior</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Req.</td>
<td></td>
</tr>
<tr>
<td>Radio</td>
<td>AM/FM</td>
<td></td>
</tr>
<tr>
<td>Tilt &amp; Cruise</td>
<td>Tilt Wheel &amp; Cruise Control</td>
<td></td>
</tr>
<tr>
<td>Seats</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seating Capacity min.</td>
<td>5 Passenger</td>
<td></td>
</tr>
<tr>
<td>Front Seats</td>
<td>Cloth Bucket Seats</td>
<td></td>
</tr>
<tr>
<td>Rear Seat</td>
<td>Cloth</td>
<td></td>
</tr>
<tr>
<td>Safety</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brakes</td>
<td>4 Wheel Antilock</td>
<td></td>
</tr>
<tr>
<td>Restraint System All Pass</td>
<td>Seat Belts all Passengers</td>
<td></td>
</tr>
<tr>
<td>Air Bags</td>
<td>Air Bags Both Sides</td>
<td></td>
</tr>
<tr>
<td>Tires &amp; Wheels</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tires &amp; Wheels</td>
<td>Mfg. Std. List Size</td>
<td></td>
</tr>
<tr>
<td>Spare</td>
<td>Mfg. Std. List Size</td>
<td></td>
</tr>
<tr>
<td>Warranty</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bumper to Bumper Warranty</td>
<td>List Warranty</td>
<td></td>
</tr>
<tr>
<td>Drive Train Warranty</td>
<td>List Warranty</td>
<td></td>
</tr>
</tbody>
</table>

**BASE PRICE:**
PROPOSAL SPECIFICATIONS FOR COMPACT CAR

The following specifications shall apply to the purchase of a compact car such as a Ford Focus, Dodge Dart, or Chevrolet Cruze. TAPS reserves the right to waive minor technicalities under these specifications.

Vehicles shall be of the latest model year in standard production and of which parts and warranty service is available at one or more points in North Central Texas.

The offeror agrees, if their proposal is accepted by TAPS, to guarantee that the design, materials and workmanship throughout the vehicle will conform to the highest standards of the vehicle proposal according to the standard factory warranty.

QUANTITY TO BE PURCHASED: 4 VEHICLES

Successful proposers will furnish TAPS four (4) compact cars.

NOTE:

Any Brand names and specifications mentioned within this document are for reference only.

<table>
<thead>
<tr>
<th>Compact Car</th>
<th>Dealer Name:</th>
<th>Make Bidding:</th>
<th>Model Bidding:</th>
<th>Model Code:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Engine</th>
<th>Minimum Req.</th>
<th>Enter Vehicle Specification and Manufacturer Option Codes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine Type (Cylinder/Liter)</td>
<td>4 Cyl./List Liters/HP</td>
<td></td>
</tr>
<tr>
<td>Alternate Fuel Engine</td>
<td>List Type</td>
<td></td>
</tr>
<tr>
<td>Passenger and Cargo</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Volume (cu. Ft.)</td>
<td>100 or more cu. Ft., List</td>
<td></td>
</tr>
<tr>
<td>Transmission</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Automatic</td>
<td>4 Speed Automatic</td>
<td></td>
</tr>
<tr>
<td>Drive Axle</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Primary Drive Axle</td>
<td>Front Wheel Drive</td>
<td></td>
</tr>
<tr>
<td>Differential Type/Ratio</td>
<td>Reg./List Ratio</td>
<td></td>
</tr>
<tr>
<td>Electrical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alternator/Min (amps)</td>
<td>Mfg. Std. List Size</td>
<td></td>
</tr>
<tr>
<td>Battery min. (CCA)</td>
<td>Mfg. Std. List Size</td>
<td></td>
</tr>
<tr>
<td>Fuel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fuel Capacity min Liters (Gals)</td>
<td>Mfg. Std. List Size</td>
<td></td>
</tr>
<tr>
<td>Exterior</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paint</td>
<td>White</td>
<td></td>
</tr>
<tr>
<td>Doors &amp; Windows</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Doors</td>
<td>4 Doors</td>
<td></td>
</tr>
<tr>
<td>Door Locks</td>
<td>Power Locks</td>
<td></td>
</tr>
<tr>
<td>Windows</td>
<td>Power Windows</td>
<td></td>
</tr>
<tr>
<td>Floor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Floor Covering</td>
<td>Carpet, w/ Carpet Floor Mats</td>
<td></td>
</tr>
<tr>
<td><strong>Interior</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------</td>
<td>-------</td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Req.</td>
<td></td>
</tr>
<tr>
<td>Radio</td>
<td>AM/FM</td>
<td></td>
</tr>
<tr>
<td>Tilt &amp; Cruise</td>
<td>Tilt Wheel &amp; Cruise Control</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Seats</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Seating Capacity min.</td>
<td>5 Passenger</td>
</tr>
<tr>
<td>Front Seats</td>
<td>Cloth Bucket Seats</td>
</tr>
<tr>
<td>Rear Seat</td>
<td>Cloth</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Safety</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Brakes</td>
<td>4 Wheel Antilock</td>
</tr>
<tr>
<td>Restraint System All Pass</td>
<td>Seat Belts all Passengers</td>
</tr>
<tr>
<td>Air Bags</td>
<td>Air Bags Both Sides</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Tires &amp; Wheels</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Tires &amp; Wheels</td>
<td>Mfg. Std. List Size</td>
</tr>
<tr>
<td>Spare</td>
<td>Mfg. Std. List Size</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Warranty</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bumper to Bumper Warranty</td>
<td>List Warranty</td>
</tr>
<tr>
<td>Drive Train Warranty</td>
<td>List Warranty</td>
</tr>
</tbody>
</table>

**BASE PRICE:**
PROPOSAL SPECIFICATIONS FOR COMPACT CARGO VAN

The following specifications shall apply to the purchase of compact cargo van such as a Ford Transit Connect, Chevrolet City Express or Nissan NV200. TAPS reserves the right to waive minor technicalities under these specifications.

Vehicles shall be of the latest model year in standard production and of which parts and warranty service is available at one or more points in North Central Texas.

The offeror agrees, if their proposal is accepted by TAPS, to guarantee that the design, materials and workmanship throughout the vehicle will conform to the highest standards of the vehicle proposal according to the standard factory warranty.

QUANTITY TO BE PURCHASED: 1 VEHICLE

Successful proposers will furnish TAPS one (1) compact cargo van.

NOTE:

Any Brand names and specifications mentioned within this document are for reference only.

<table>
<thead>
<tr>
<th>Compact Cargo Van</th>
<th>Dealer Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Make Bidding:</td>
<td></td>
</tr>
<tr>
<td>Model Bidding:</td>
<td></td>
</tr>
<tr>
<td>Model Code:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Engine Type (Cylinder/Liter)</th>
<th>Minimum Req.</th>
<th>Enter Vehicle Specification and Manufacturer Option Codes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine</td>
<td>4 Cyl./List Liters/HP</td>
<td></td>
</tr>
<tr>
<td>Alternate Fuel Engine</td>
<td>List Type</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Passenger and Cargo</th>
</tr>
</thead>
<tbody>
<tr>
<td>Volume (cu. Ft.)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Transmission</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automatic</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Drive Axle</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Alternator/Min (amps)</td>
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<td>Battery min. (CCA)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fuel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fuel Capacity min Liters(Gals)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Exterior</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paint</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Doors &amp; Windows</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doors</td>
</tr>
<tr>
<td>Door Locks</td>
</tr>
<tr>
<td>Windows</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Floor</th>
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<tbody>
<tr>
<td>Floor Covering</td>
</tr>
<tr>
<td>Interior</td>
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<td>--------------------------------</td>
</tr>
<tr>
<td>Air Conditioning</td>
</tr>
<tr>
<td>Radio</td>
</tr>
<tr>
<td>Tilt &amp; Cruise</td>
</tr>
<tr>
<td>Seats</td>
</tr>
<tr>
<td>Seating Capacity min.</td>
</tr>
<tr>
<td>Front Seats</td>
</tr>
<tr>
<td>Rear Seat</td>
</tr>
<tr>
<td>Safety</td>
</tr>
<tr>
<td>Brakes</td>
</tr>
<tr>
<td>Restraint System All Pass</td>
</tr>
<tr>
<td>Air Bags</td>
</tr>
<tr>
<td>Tires &amp; Wheels</td>
</tr>
<tr>
<td>Tires &amp; Wheels</td>
</tr>
<tr>
<td>Spare</td>
</tr>
<tr>
<td>Warranty</td>
</tr>
<tr>
<td>Bumper to Bumper Warranty</td>
</tr>
<tr>
<td>Drive Train Warranty</td>
</tr>
<tr>
<td>Trailer Tow Package</td>
</tr>
<tr>
<td>Reverse Sensing System</td>
</tr>
<tr>
<td>Rear LED Cargo Area Light</td>
</tr>
<tr>
<td>Ladder Rack</td>
</tr>
<tr>
<td>Shelving in Cargo Area</td>
</tr>
</tbody>
</table>

**BASE PRICE:**
OPTIONAL ITEMS FOR ALL FOUR TYPES OF VEHICLES

Must be installed by vendor or factory before delivery

The following options shall receive separate pricing as part of the proposal submission:

1. Hands Free Personal Cell Phone System: Option Price:__________
2. Rear View Camera: Option Price:__________
3. Media Hub that Includes 2 USB Ports: Option Price:__________
5. Vision Package: Option Price:__________
7. Remote Start: Option Price:__________
FTA’S
SPECIAL PROVISIONS
FOR THE PROCUREMENT OF CAPITAL EQUIPMENT
WITH AN ESTIMATED CUMULATIVE COST
IN EXCESS OF $100,000
SPECIAL PROVISIONS FOR THE PROCUREMENT OF CAPITAL EQUIPMENT USING FEDERAL FUNDS

THE FOLLOWING REQUIREMENTS AND CONDITIONS ARE INCLUDED AS AN ESSENTIAL PART OF THE SPECIFICATIONS ATTACHED HERETO.

FMVSS CERTIFICATION - 49 CFR 571 Part D (Circle all applicable standard #s)

<table>
<thead>
<tr>
<th>#</th>
<th>Title</th>
<th>#</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>101</td>
<td>&quot;Controls and Displays&quot;</td>
<td>102</td>
<td>&quot;Transmission shift lever sequence, starter, interlock, transmission braking effect</td>
</tr>
<tr>
<td>103</td>
<td>&quot;Windshield defrost and defogging system&quot;</td>
<td>104</td>
<td>&quot;Windshield wiping and washing system.&quot;</td>
</tr>
<tr>
<td>105</td>
<td>&quot;Hydraulic brake system.&quot;</td>
<td>106</td>
<td>&quot;Brake hoses&quot;</td>
</tr>
<tr>
<td>107</td>
<td>&quot;Reflecting surfaces&quot;</td>
<td>108</td>
<td>&quot;Lamps, reflective devices, and assoc. equip.&quot;</td>
</tr>
<tr>
<td>109</td>
<td>&quot;New pneumatic tires&quot;</td>
<td>110</td>
<td>&quot;Tire selection and rims.&quot;</td>
</tr>
<tr>
<td>111</td>
<td>&quot;Rearview mirrors&quot;</td>
<td>112</td>
<td>&quot;Headlamps concealment devices.&quot;</td>
</tr>
<tr>
<td>113</td>
<td>&quot;Hood latch system&quot;</td>
<td>114</td>
<td>&quot;Theft Protection (not for walk-in vans)&quot;</td>
</tr>
<tr>
<td>115</td>
<td>&quot;VIN -basic requirements.&quot;</td>
<td>116</td>
<td>&quot;Motor vehicle brake fluids.&quot;</td>
</tr>
<tr>
<td>117</td>
<td>&quot;Re-treaded pneumatic tires (to be used on rear wheels only)&quot;</td>
<td>118</td>
<td>&quot;Power-operated window, partition, roof panel system (GVWR &lt; 10K)&quot;</td>
</tr>
<tr>
<td>119</td>
<td>&quot;New pneumatic tires for vehicles other than passenger cars&quot;</td>
<td>120</td>
<td>&quot;Tire selection &amp; rims for vehicles other than passenger cars&quot;</td>
</tr>
<tr>
<td>121</td>
<td>&quot;Air brake system&quot;</td>
<td>124</td>
<td>&quot;Accelerator control system.&quot;</td>
</tr>
<tr>
<td>129</td>
<td>&quot;New non-pneumatic tires for passenger cars.&quot;</td>
<td>201</td>
<td>&quot;Occupant protection in interior impact&quot;</td>
</tr>
<tr>
<td>202</td>
<td>&quot;Head restraints&quot;</td>
<td>203</td>
<td>&quot;Impact protect, driver steering control system&quot;</td>
</tr>
<tr>
<td>204</td>
<td>&quot;Steering control rearward displace (not walk-in vans)&quot;</td>
<td>205</td>
<td>&quot;Glazing materials&quot;</td>
</tr>
<tr>
<td>206</td>
<td>&quot;Doors, locks, and door retention components.&quot;</td>
<td>207</td>
<td>&quot;Seating system&quot;</td>
</tr>
<tr>
<td>208</td>
<td>&quot;Occupant crash protection&quot;</td>
<td>209</td>
<td>&quot;Seat belt assemblies.&quot;</td>
</tr>
<tr>
<td>210</td>
<td>&quot;Seat belt assembly anchorages.&quot;</td>
<td>211</td>
<td>&quot;Wheels, nuts, wheel discs, and hub caps&quot;</td>
</tr>
<tr>
<td>212</td>
<td>&quot;Windshield mounting&quot;</td>
<td>213</td>
<td>&quot;Child restraint system.&quot;</td>
</tr>
<tr>
<td>214</td>
<td>&quot;Side impact protection (not walk-in vans)&quot;</td>
<td>217</td>
<td>&quot;Bus emergency, exits / window retention &amp; release&quot;</td>
</tr>
<tr>
<td>219</td>
<td>&quot;Windshield zone intrusion&quot;</td>
<td>220</td>
<td>&quot;School Bus rollover protection&quot;</td>
</tr>
<tr>
<td>301</td>
<td>&quot;Fuel system integrity (+School Bus &gt;10K GVWR)&quot;</td>
<td>302</td>
<td>&quot;Flammability of interior materials.&quot;</td>
</tr>
</tbody>
</table>

The undersigned OFFEROR/VENDOR hereby certifies that all vehicles furnished meet the FMVSS IAW 49 CFR 571.

<table>
<thead>
<tr>
<th>Name of Company</th>
<th>Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Printed Name of Person Signing Form</th>
<th>Signature</th>
</tr>
</thead>
</table>

*Bus @Bus with GVWR below 10,000 lbs. #Passenger Car
DOMESTIC CONTENT WORKSHEET:

(Typical Components of Buses from Appendix B to 49 CFR Sec. 661.11, an itemized component listing from the manufacturer that verifies compliance with the Buy America Provisions may be submitted in lieu of this form)

If you plan on using another components listing, you must include it with your proposal and place an X in the following box. □

<table>
<thead>
<tr>
<th>Components</th>
<th>% Domestic</th>
<th>% Value</th>
<th>Dom. Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engines</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transmissions</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>front axle assemblies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>rear axle assemblies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>drive shaft assemblies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>front suspension assemblies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>rear suspension assemblies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>air compressor and pneumatic systems</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>generator, alternator &amp; electrical systems</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>steering system assemblies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>front and rear air brake assemblies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>air conditioning compressor assemblies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>air conditioning evaporator/condenser Assemblies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>heating systems.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>passenger seats</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>driver's seat assemblies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>window assemblies</td>
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<td></td>
<td></td>
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<tr>
<td>entrance and exit door assemblies</td>
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<tr>
<td>door control systems</td>
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<td></td>
<td></td>
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<tr>
<td>destination sign assemblies</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>interior lighting assemblies</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>front and rear end cap assemblies</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>front and rear bumper assemblies</td>
<td></td>
<td></td>
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<tr>
<td>specialty steel (structural steel tubing etc.) and aluminum extrusions</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>aluminum, steel or fiberglass exterior panels and interior trim</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>flooring and floor coverings</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL DOMESTIC CONTENT OF COMPONENTS (%)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## II. Construction Activities
(Describe Activities)

<table>
<thead>
<tr>
<th>Location of Construction Activities:</th>
<th>% OF DOMESTIC CONSTRUCTION ACTIVITIES:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Vehicle Manufacturer</th>
<th>Model</th>
<th>Model Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
In submitting this proposal, the undersigned OFFEROR/VENDOR certifies and agrees to the following clauses, assurances and certifications.

The OFFEROR/VENDOR agrees to include these requirements in subcontracts financed in whole or in part by Federal Transit Administration funding. The offeror/vendor must execute all certifications below.

I. FOR ALL PROPOSALS:

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 there from.

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:

- **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 sub recipients 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 of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49

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.

FMVSS Certification

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III. REQUIRED CLAUSES FOR PROPOSALS 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 PROPOSALS 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 bid, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

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- Sole Proprietorship
- General Proprietorship

- Corporation
- Limited Partnership

- Limited Proprietorship

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16. Adjourn