

Texoma Area Paratransit System, Inc. (TAPS)



Request for Qualifications

TAPS Public Transit Operations Facility Architectural and Engineering Services

RFQ# 23-2023

April 17, 2023

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Definitions

A&E Team – refers to a joint provision of professional, architectural, and engineering services, (A&E services)

Consultant – Professional or consulting firm submitting a response to this RFQ. This shall also include the successful Consultant or Consultant Team or Firm

Design professionals – Unless otherwise specified, definition shall encompass all professionals on the project to include but not limited to professional engineers, architects, designers, surveyors and so forth and any sub-consultants therewith

Project Architect – the professional architect or engineer employed by the Owner as architect or engineer of record for the Project and its consultants.

Project Manager – The person in overall charge of the planning and execution of a particular project

RFQ – Request for Qualification; Based on the perceived ability of the submitting firms to best achieve the most desired outcome

Respondent – a person who replies to this Request For Qualifications, supplies information to respond to a request.

Response/Proposal – offering or suggesting something for acceptance; Request for Qualification; this solicitation

Solicitation – the act of requesting

General Information

TAPS is soliciting proposals for Qualifications leading to the selection of a Comprehensive Design, Architecture and Engineering Firm to provide professional services for the Design through Construction Closeout of a TAPS project located in Sherman, Texas. It is the intent of TAPS to select a single consultant or consultant team to accomplish all the services outlined in this Request for Qualifications.

TAPS will receive responses and select a candidate by entering into a contract and continuing for a period sufficient to complete the scope of work starting from the effective date of the contract through completion of all propositions.

IT IS UNDERSTOOD that TAPS reserves the right to negotiate all elements that encompass the response and to accept or reject part or all of any response.

Project Description

TAPS is the primary public transportation provider for Cooke, Clay, Fannin, Grayson, Montague and Wise Counties in North Texas and provides demand response paratransit service within the service areas. The Texas legislature enacted the Rural and Urban Transit Act in 1995 which created transit systems that can receive public transportation funds through the Texas Department of Transportation. TAPS meets the requirements of the Act, it operates as a Rural and Urban Transit System which means that TAPS is considered a Political Subdivision of State of Texas. Additionally, TAPS also holds 501(C3) status. TAPS provides a customer-focused transportation service that connects people to places in an efficient and safe manner.

The project will be constructed at 6104 Texoma Parkway, Sherman, TX adjacent to the existing Maintenance Facility. TAPS owns the property encompassing 4.317 acres. The anticipated building size is approximately 5,000 – 7,000 sq. ft. and be approximately 8 offices, a large multi-purpose/conference room, reception area and file storage.

In November 2022, through the RFQ process, TAPS hired a firm to prepare a feasibility study and conceptual design. Based on information from that study and design, TAPS has requested and been approved for funding through the Federal Transit Administration and Texas Department of Transportation. The preferred preliminary design, cost estimate, survey and Geotechnical Engineering Report is attached to this RFQ.

TAPS will also require the selected Consultant to assist TAPS staff in the Bidding and Negotiation of construction documents, the Selection and Contracting of a qualified General Contractor, and shall perform Construction Administration Services from Construction to project Close-out.

TAPS seeks information and qualifications from interested, qualified and experienced firms to provide assistance (as requested) in all phases of the project described in this Request for Qualifications (RFQ) package and outlined in the Anticipated Consultant Services and Scope of Services.

General Terms and Conditions

A. Evaluation of Documents

By submitting a response, the Respondent represents that it has thoroughly examined and become familiar with the scope of work required under this RFQ, and that it is capable of performing quality work to achieve TAPS objectives. TAPS reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the project.

B. Pre-Proposal/Pre-Response Meeting

TAPS will conduct a **non-mandatory** Pre-proposal / Pre-Response meeting where proposers can ask questions about the project. All questions asked and answered during the pre-proposal meeting will not be official unless they are submitted in writing. To be "officially answered", questions must be submitted, emailed and answered in accordance to "C. Addenda/Clarification" requirements. The pre-proposal meeting will be held at 10AM **CDT on Wednesday, May 8, 2023**, at the TAPS Maintenance Facility located at **6104 Texoma Parkway, Sherman, TX 75091**.

C. Addenda/Clarifications

Any changes to this RFQ will be made by written addendum. No verbal modifications will be binding.

Questions or comments regarding this RFQ must be received no later than **2pm CDT, May 15, 2023**. All questions should be submitted electronically via email to shellie.white@transdev.com with the subject line of "Questions TAPS RFQ-23-2023-AE". Responses to all questions regarding this procurement will be sent in writing solely through email to all recipients of this RFQ by **2pm CDT, May 22, 2023**.

D. Submission of Qualifications

All responses are to be bound, sealed, and received no later than **2pm CDT, Tuesday, June 27, 2023**. All responses must be sent to **SHELLIE WHITE at TAPS, 6104 Texoma Parkway, Sherman, TX 75090**. Responses received after this time and date will not be accepted and will be returned to the vendor unopened.

The vendor shall submit one (1) original plus six (6) copies and one (1) electronic version in a sealed envelope, addressed as noted above, bearing the vendor's name and address, and clearly and appropriately marked "TAPS RFQ-23-2023-AE" and must be submitted in accordance with requirements set forth in the RFQ **by 2pm, Tuesday, June 27, 2023**. Late submittals will not be accepted and will be returned to the Respondent unopened.

E. Anticipated Consultant Services

The Consultant shall retain sub-consultants, or have proven in-house expertise, for the following specialties to provide technical assistance in the development of the project.

- Project Management
- Architectural
- Civil Engineering
- Structural Engineering

- Mechanical, Plumbing and Fire Protection Engineering
- Electrical engineering to include lighting and emergency power systems
- Space Planning and Interior Design
- Landscape Design
- Renewable Energy Consulting/Sustainable Design, including solar panel design
- Environmental Services
- Construction Cost Estimating

F. Procurement Timeframe

Following are the required timeframes for the procurement:

- | | | |
|---|---------------------------------|-------|
| • Release of RFQ | APRIL 17, 2023 | |
| • Pre-Proposal/Pre-Response meeting | MAY 8, 2023 | 10AM |
| • Written Questions | MAY 15, 2023 | 2PM |
| • Responses to questions | MAY 22, 2023 | 2PM |
| • Response Due Date | JUNE 27, 2023 | 2PM |
| • Interviews (if necessary) | JUNE 29-30, 2023 | (TBD) |
| • Selection and Award | JULY 5, 2023 | |
| • Successful implementation/begin project | 30 days after notice to proceed | |

G. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the consultant in: 1) preparing its response to this RFQ; 2) submitting that response to TAPS; 3) negotiating with TAPS any matter related to this RFQ; and 4) any other expenses incurred by the consultant prior to date of award, if any.

TAPS shall not, in any event, be liable for any pre-contractual expenses incurred by consultant in the preparation of their qualification's response. Consultants shall not include any such expenses as part of their response.

H. Exceptions/Deviations

Any exceptions to the requirements in this RFQ must be included in the response submitted by the Respondent. Such exceptions must be clearly labeled as such in the text of the response and in a separate section entitled: **EXCEPTIONS (if any)**.

I. Contract Award

Issuance of this RFQ and receipt of responses does not commit TAPS to make a recommendation regarding the most appropriate consultant nor does it commit TAPS to award a contract. TAPS reserves the right to postpone opening for their own convenience, to accept or reject any or all responses received to this RFQ, to negotiate with other than the selected consultant should negotiations with the selected consultant be terminated, to negotiate with more than one consultant simultaneously, to contract with two consultants, or to cancel all or part of this RFQ.

J. Type of Contract

The successful consultant will be subject to the provisions contained in this RFQ, except that changes may be made (if exceptions are accepted) to reflect the terms of the successful consultant's response. TAPS reserves the right to approve or reject any sub-consultant relationship if changes or additions of sub-consultants are necessary during the life of the contract.

Any contract resulting from this solicitation will be through the TAPS, using TAPS Contracts or AIA documents. Additional Federal and State assurances and certifications will be required.

K. Payment Terms

It is anticipated that the contract resulting from this solicitation, if awarded, will be for a fixed price for the successful completion of the scope of work agreed upon. Payment will be made monthly, based on percentage of work completed.

L. Assignment

No right or duty in whole or in part by the contractor under this contract may be assigned or delegated without the written consent of TAPS.

M. Hold Harmless

The vendor will indemnify and save harmless TAPS and all of its officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any inquiries or damages received by any persons or property resulting from the operations of the consultant, or of any of its sub-consultants, in prosecuting work under this agreement.

N. Texas Open Records Act

Responses will remain on file in accordance with the Texas Open Records Act. All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after the solicitation is completed. TAPS will comply with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

O. All Other Federal Transit Administration (FTA) and Other Governmental Requirements The consultant shall adhere to all other federal and state policies and procedures current and in the future regarding this procurement. Standard FTA requirements are detailed in this RFQ, Applicable Federal Contract Clauses, and those requirements imposed by the Texas Department of Transportation (TxDOT) in its role as designated recipient for FTA funds.

P. Right to Cancel

TAPS reserves the right to cancel an awarded contract with a thirty (30) day written notice if performance is unsatisfactory. No penalty and/or fee may be imposed if contract is cancelled or not renewed.

Q. Conflict of Interest

Chapter 176 of the Texas Local Government code requires entities seeking to contract and/or contracting with local government entities for the sale of goods or services, and their agents, to complete, sign and file a Conflict of Interest (Form CIQ) with TAPS. If the bidder or a principal of the bidder has a business relationship with TAPS or with a TAPS official, the name of the contract or TAPS official must be disclosed on the CIQ form. If the bidder or a principal of the bidder has no business relationship with TAPS official, write/type in "none" in the form and write/type in the name of the bidder and person acting for the bidder and sign the CIQ form and return with the response. If you are not sure how to fill in the CIQ form, contact your attorney for advice. The CIQ form is included as part of this RFQ packet and can be found at the end of this document.

R. TAPS Protest Procedures

If a Respondent perceives that a segment of the specifications is either too restrictive for completion or if the Respondent perceives any improprieties in the solicitation or specifications, a written protest must be filed with TAPS at least five (5) business days prior to due date for responses. Any protests concerning the award of the contract after consultant selection, or after an evaluation of responses submitted under an RFQ, must be made within five (5) days after the public announcement, in order to permit TAPS the opportunity to resolve the issue prior to contract award. A Respondent filing a protest with TAPS must submit the protest in writing, via Certified United States mail with a return receipt request to TAPS, c/o General Manager, 6104 Texoma Parkway, Sherman, TX 75090.

The protest must include: the name & address of Respondent; RFQ number; a detailed factual statement of the grounds for protest and any supporting documentation; the desired relief, action or ruling from TAPS. Following any adverse decision by the General Manager, the Respondent may file a protest with the TAPS BOARD OF DIRECTORS.

Protest Procedures are included in Attachment A of this RFQ.

Anticipated Scope of Services

The successful consultant will be a highly skilled and experienced project team comprised of seasoned, well-rounded team members with related experience in the following areas discussed below. The Consultant team shall have the facility planning, design and construction management experience in managing complex construction projects, preferably those requiring governmental involvement and governmental approvals. Services shall include all general leadership and management functions required of a project management Consultant including but not limited to: Design-Bid-Build standards, value-engineering options, procurement validating programming results, tracking budgets, providing construction project payout projections to TAPS as required, preparing cost estimates and schedules, validating construction cost/cost of work, monitoring schedules; overseeing quality of all aspects of the project; communication with the project team; coordinating all issues, documentation, minutes, action items, and approvals to move the project through all the various phases; providing direct interface with TAPS staff, the Cities, County and State Agencies, end-users and other stakeholders as required; briefing Officials, Council / Boards / Commissions / Public committees.

This scope of services also intends (IF REQUIRED) that the selected consultant team may need to engage Survey services, Geotechnical services, and Environmental services as required to successfully implement the project. These engagements will be done in consultation with TAPS.

Points of Interest:

1. Maintain a single point of contact for TAPS project manager.
2. Create a comprehensive project plan and schedule providing the best delivery approach to package and implement project at various phases.
3. Work with TAPS staff and TAPS financial team to track project costs, project cash flows, monitor, and manage all payments to consultants and contractors.
4. If required, assist with easement and/or right-of-way acquisition in the coordination of acquisition services and the timely acquisition of easements and/or right-of-way. This would include providing preliminary cost estimates, a priority acquisition schedule and acquiring all permits required.
5. Provide design professional program activities related to establishing the systems and procedures necessary to implement the design and construction project, ensuring consistency in design of the Facility to comply with requirements of all applicable jurisdictions, codes and regulations, including but not limited to City planning, building, public works, and fire departments, International Building Codes, State of Texas Building Codes, Americans with Disabilities Act, Federal Transit Administration (FTA), and the Texas Department of Transportation (TxDOT) as well as implementing all TAPS, Local, State and Federal Standards.
6. Manage and oversee the preparation of the design, construction documents and bidding activities. Consultant shall prepare detailed plans and specifications to be included in the bid documents. The project will be bid under Request for Proposal (RFP) context, in accordance with TAPS Procurement Policies. During preconstruction bid phase Consultant shall respond to prospective bidder questions regarding design documents and prepare addenda as necessary.
7. Conduct, as necessary, a constructability review and provide value engineering services for projects outside of the scope and budget to ensure that TAPS intent is incorporated, and plans and specifications reflect proposed intent.
8. Manage contracts between vendors, design professionals, construction firms, special consultants, etc., related to the project.
9. Conduct site visits and inspections to review work in place and report in a standard format to TAPS with reference to facilities standards/specifications, schedules, and budgets. Monitor construction progress and advise TAPS of any observations of non-conforming scope or workmanship quality concerns.
10. Administrate construction contract and general conditions and serve as TAPS representative.

TAPS expects the Consultant to prepare a comprehensive proposal with recommendations, actions, and procedures to accomplish the objectives set forth above. The Consultant should be readily accessible to meet with TAPS Project Team during the project.

TAPS shall provide all relevant data in its possession that pertains to this project in support of the Consultant's professional services. TAPS Project Manager, an Agent of TAPS, will coordinate this Project.

Specific Scope of Services for A&E Services to be Provided

The A&E Team must include all disciplines and areas of expertise necessary to plan, design, and engineer the construction of the Facility. The design of the Facility shall comply with requirements of all applicable jurisdictions, codes, and regulations, including but not limited to City planning, building, public works, fire departments, International Building Codes, State of Texas Building Codes, Americans with Disabilities Act, Federal Transit Administration (FTA), and the Texas Department of Transportation (TxDOT), and others.

Design Development

The intent is to develop design documents and specifications to a sufficient level of detail so as to incorporate all features required to accomplish TAPS objectives. These features will include architectural, civil, mechanical, electrical, plumbing, structural, equipment, landscaping, site and offsite work, and other tasks. Construction cost estimates must be developed to a significant confidence level.

Construction Documents

The A&E Consultant will act as TAPS Project Architect and oversee the development of construction documents suitable for bid letting for construction, including a project manual and all schematics necessary. The project manual and the RFP for construction services will comply with and include all TxDOT and FTA requirements as well as local, state, and federal codes and regulations.

Bidding and Award

- ☐ Consultant shall prepare detailed plans and specifications to be included in the bid documents. The project will be bid under a Request for Proposal (RFP) context, not an Invitation to Bid process.
- ☐ During preconstruction bid phase Consultant shall respond to prospective bidder questions regarding design documents and prepare addenda as necessary.
- ☐ Assist TAPS with bid evaluations.
- ☐ Prepare the AIA Owner Contractor Agreement

A&E Support during Construction – Construction administration

- ☐ Review the contractor's Construction Documents to ensure that TAPS intent is incorporated, and plans and specifications reflect the bid.
- ☐ Review all shop drawings and submittals.
- ☐ Attend bi-weekly construction progress meetings on site and provide general construction oversight as TAPS A&E Consultant.
- ☐ Review Potential Change Orders (PCO) and provide input in the Change Order Process.
- ☐ Develop construction punch list.
- ☐ Develop Facility Maintenance Manual.

In addition to the tasks listed above, the Consultant shall also perform the following services:

- ☐ Meet with TAPS Project Team to discuss all aspects of the project, including scope, purpose, schedule, budget, and design alternatives.
- ☐ Meet with TAPS Project Team at least every two weeks to report on and review the progress of the work. A brief written summary of these meetings shall be prepared by the Consultant and submitted to TAPS.
- ☐ Prepare base schedule and provide an updated project schedule at progress meetings.
- ☐ Make presentations to TAPS Project Team at appropriate times during the course of the project. The

- Consultant shall make at least three presentations to the TAPS during the design phase of the project.
- Provide TAPS with electronic copy of all documents developed during the contracted period.

TAPS expect the Consultant to prepare a comprehensive proposal with recommendations, actions, and procedures to accomplish the objectives set forth above. The Consultant should be readily accessible to meet with TAPS Project Team during the project.

TAPS shall provide all relevant data in its possession that pertains to this project in support of the Consultant's professional services. TAPS Project Manager, an Agent of TAPS, will coordinate and manage this Project.

Response Submission Requirements

Responses shall be submitted on 8 ½" x 11" size paper, using a simple method of fastening. Responses should be typed and should not include any unnecessarily elaborate or promotional material. A lengthy narrative is discouraged, and presentations should be brief and concise. The response must respond directly to this RFQ. **Failure to respond to the requirements of the RFQ may result in the rejection of said response.**

Response Content – Must include the following items:

- Cover Letter
- Executive Summary
- Conceptual Renderings or Site Plans (not required but located here)
- Detailed Scope of Work
- Exceptions to RFQ
- Proposed Schedule / Milestones
- Firm Background, Principal Officer, and Project Manager
- Firm/Staff Qualifications, including the prime consultant and all sub-consultants
- Experience References
- Disadvantage Business Enterprise (DBE) Utilization
- Disadvantage Business Enterprise (DBE) Letter of Intent
- Lobbying Certification
- Disclosure of Lobbying Activities
- Debarment and Suspension (non-procurement)
- Lower Tier Participation Debarment Certification
- Child Support Certification
- Texas Corporate Franchise Tax Certification
- Acknowledgment of Addenda Received
- Conflict of Interest Questionnaire (CIQ)
- Certification to Purchaser
- Professional Services / A&E Certification

Cover Letter

A letter of interest and a brief description of the response including a summary of the consultant team's qualifications, name, title, telephone number, and e-mail address of the contact person who will be authorized to make representations for the organization shall also be provided. The cover letter must also identify the "Project Manager" designated by the Consultant who will coordinate all aspects of project planning, design, and engineering, and provide construction administration services. This individual cannot be replaced without TAPS written approval.

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An outline of the response shall be included.

Qualifications of the Firm – Include the following for each firm:

- A brief company profile, including types of service offered; the year founded; number, size, and location of offices; number of employees.
- A general description of the firm's financial condition, and any other condition (e.g., bankruptcy, pending

litigation, planned office closures, impending merger) that may impede the firm's ability to complete the project.

- ☐ A brief company history of comparable work. Describe all firms' related experience in performing work of a similar nature to that solicited by this RFQ.
- ☐ A list of at least four (4) recent projects similar in scope, including any representative projects the proposed design team has worked on together.
- ☐ Experience in working with various governmental and regulatory agencies that may have jurisdiction over the approval of the work specified in this RFQ.
- ☐ Submit any additional documentation related to experience in sustainable design, whether similar in scope or not.

Qualifications of Assigned Staff

Describe the activities of the designated Project Manager/Project Architect/Project Engineer, and lead personnel from both the prime and sub-consultants. Provide a resume for each person named, including their qualifications (education and experience). Highlight participation of lead personnel in projects of similar nature, and their experience working with the other members of the proposed consulting team.

Management Approach

Establish the approach that will be used by the Consultant to manage the project:

- ☐ Discuss management approach during all phases of the project.
- ☐ Identify key personnel proposed to perform the work, including providing a staffing matrix.
- ☐ Confirm availability of key personnel to the extent proposed for the duration of the project, acknowledging that no person designated as "key" to the project shall be removed or replaced without TAPS prior written concurrence.
- ☐ Discuss quality control and value engineering methods to be utilized as part of the design development process.

References

A minimum of three (3) references should be provided for the prime consultant preferably on similar projects. Furnish the name, title, e-mail, address, and telephone number of the person at the client organization who is most knowledgeable of the representative work performed. Consultants may also supply references from other work not cited under "Qualifications" as related experience.

Project Approach

A description for each major/significant task and subtask identified in the scope of work, as well as planning, design, and public engagement approach.

Additional Information

Include any additional information deemed pertinent to the Response. Lengthy narrative is discouraged, and presentations should be legible, brief, and concise.

Proposed Schedule

The selected Respondent should plan to meet the following milestones:

- July 5, 2023 = TAPS complete selection process
- July 5 – 18, 2023 = Contract negotiations
- July 19, 2023 = TAPS Board of Directors Approval of the contract
- July 19, 2023 = Notice to proceed
- July – December 2023 = Design complete
- 2023 – 2024 = Procurement of materials, construction complete

A proposed schedule for completing each task / phase should be provided. The schedule shall also reflect expected dates for deliverables, anticipated timing for meetings, and identify the maximum allowable times required.

Exceptions/Deviations

Include all exceptions to, or deviations from, the requirements of the RFQ. Each exception must reference the particular section listed in this RFQ. If the firm has no clarification, exception, or deviation from any of the terms and conditions contained within this RFQ, a statement to that effect shall be included in the response. Respondent may also propose procedural or technical enhancements/innovations to the project, which do not materially deviate from the objectives or required content of the project.

Evaluation and Selection

Evaluation Criteria

Primary consideration will be given to the general appropriateness of the response with respect to the project, the technical competence and creative ability of the Consultant's willingness to work closely with TAPS staff, its Agents, and other consultants. TAPS reserves the right to reject responses that are determined to be inappropriate, inadequate, or incomplete. The Consultant Selection Committee will evaluate all responses for completeness, adequacy, technical competence, and the suitability of the consultant.

TAPS will evaluate the responses received based on the following main criteria:

- ☐ Qualifications of the Consultant [40%] – Technical experience of the consultant team, and the Project Manager/Architect in particular, in performing work on similar projects; experience working with public and regulatory agencies; strength and stability of the prime firm and its sub-consultants; assessment by client references.
- ☐ Management Approach/Experience [20%] – Experience of firm in similar projects and the key personnel's level of involvement in performing related work as shown in the staffing matrix; and logic of project organization and management.
- ☐ Scope of Work [30%] – Depth of Consultant's understanding of TAPS requirements and overall quality of work plan; logic, clarity, and specificity of work plan; ability to meet the project deadline; reasonableness of proposed schedule; suggested technical or procedural innovations, including state-of-the-art energy efficiency design and sustainable building methods.
- ☐ Completeness of Response [10%] – Completeness of response in accordance with the RFQ instructions; exceptions to or deviations from the RFQ requirements; other relevant factors not considered elsewhere.

Evaluation Procedure

- ☐ A Consultant Selection Panel will review the responses and participate in interviewing short-listed consultants, if deemed necessary.
- ☐ TAPS Staff or its Agents will contact client references for the prime and sub-consultants.
- ☐ Upon ranking the responses, an award may be recommended at that time, or, if it is determined necessary by the Consultant Selection Panel, up to three (3) consultant teams could be short-listed and invited for interviews. Additional teams may be interviewed as deemed necessary, prior to determining final rankings. The Consultant's Project Manager and key sub-consultants must attend any interviews determined necessary.
- ☐ After final ranking, contract award will be based on contract negotiations, which will be held with the top-ranked Consultant. If an agreement cannot be reached, negotiations will be terminated, and may be held in rank order with other consultants until agreement on scope and fees can be reached.
- ☐ All prime consultants will be informed of the final ranking of the Respondents.

Applicable Federal Contract Clauses

1. Energy Conservation Requirements

The contractor 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.

2. Clean Water Requirements

- 1) The Contractor 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 Contractor 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 FTA and the appropriate EPA Regional Office.
- 2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

3. Access to Records

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the CS, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

4. Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between TxDOT and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. Clean Air Requirements

- 1) The Contractor 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 Contractor 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 FTA and the appropriate EPA Regional Office.
- 2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

6. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

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

7. No Government Obligation to Third Parties

- 1) The Purchaser and Contractor 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 expressed 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.

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

8. Program Fraud and False or Fraudulent Statements

- 1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. P 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- 2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 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, to the extent the Federal Government deems appropriate.
- 3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

9. Civil Rights Requirements

- 1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, 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 Contractor 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 Contractor 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 to the underlying contract:
 - (a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Ps 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 Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as

amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will 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. P 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- 3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

10. State and Local Disclaimer

The use of many of the suggested clauses are not governed by Federal law but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantee's procurement documents, the grantees should consult with their local attorney.

11. Incorporation of 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 4220.1E 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 TAPS requests, which would cause TAPS to be in violation of the FTA/TxDOT terms and conditions.

12. Conflict of Interest

- 1) The Contractor covenants that both itself, its principals and its subcontractors presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- 2) Prior to entering into this Contract, the Contractor is required to inform TAPS of any real or apparent organizational conflict of interest. Such organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction on future activities, results in an unfair competitive advantage to the Contractor, or may impact the contractor's objectivity in performing the contract work.

13. Termination Provisions

If the Contractor does not perform the service in accordance with the contract provisions and the contractor fails to provide the service as requested herein, The TAPS may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for service rendered up to the date of the notice from TAPS.

14. Disadvantaged Business Enterprises (DBE)

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

- b. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following prior to award:
 - i. The names and addresses of DBE firms that will participate in this contract;
 - ii. A description of the work each DBE will perform;
 - iii. The dollar amount of the participation of each DBE firm participating;
 - iv. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
 - v. Written documentation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
 - vi. If the contract goal is not met, evidence of good faith efforts to do so. Bidders/Offerors must present the information required above prior to contract award (see 49 CFR 26.53(3)).
- c. The contractor must promptly notify TAPS whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the TAPS.
- d. Prompt Payment (DBE and subcontractors) - The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 10 calendar days after the contractor's receipt of payment for that work from the TAPS. In addition, the contractor is required to return any retainage payments to those subcontractors within 10 calendar days after the subcontractor's work related to this contract is satisfactorily completed.

14. Suspension and Debarment

This RFQ is a covered transaction for purposes of 49 CFR 29. As such, the Contractor is required to verify that none of the Contractor's principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded, or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, P C and must include the requirement to comply with 49 CFR 29, P C in any lower-tiered transaction it enters into. By signing and submitting its bid, the bidder certifies as follows: *The certification in this clause is a material representation of fact relied upon by TAPS. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to TAPS, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.*

15. Breach and Dispute Resolution

Disputes: Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of TAPS. This decision shall be final and conclusive unless within [ten (10) days] from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Program Manager. In connection with any such appeal, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Program Manager shall be binding upon the Contractor and the Contractor shall abide by the decision. Performance during Dispute: Unless otherwise directed by (TAPS), Contractor shall continue performance under the contract while matters in dispute are being solved. Claims for Damages: Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage. Remedies: Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the TAPS and the contractor arising out of or relating to

this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court in Travis County, State of Texas where TAPS is located.

Rights and Remedies: The duties and obligations imposed by the Contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the TAPS or contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such *action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.*

16. Lobbying (31 U.S.C. 1352, 49 CFR P 19, 49 CFR P 20)

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L104-65 (to be codified at 2 U.S.C. § 1601, et seq.) – CONTRACTOR, if this Agreement is for \$100,000 or more, shall file the certification required by 49 CFR P 20, "New Restrictions on Lobbying," and shall include this clause in each subcontract for \$100,000 or more and shall require its inclusion in all lower tier transactions for \$100,000 or more. "Each contractor tier shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any TAPS, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each contractor tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from contractor tier up to TAPS.

17. ADA Access

1. The CONTRACTOR 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 CONTRACTOR 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, CS 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: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. P 37;
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. P 27;
3. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. P 1192 and 49 C.F.R. P 38;
4. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. P 35;
5. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. P 36;
6. U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
7. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. P 1630;

8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. P 64, Subpart F;
9. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. P 1194;
10. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. P 609; and
11. Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

18. Fly America

Definitions. As used in this clause—

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign- flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

19. Federal Tax Liability and Recent Felony Convictions

The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

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

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

20. Notification to FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify

the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

21. Patent Rights and Rights in DATA

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

Any subject data developed under the Contract, whether or not a copyright has been obtained; and

Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and

hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

22. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

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

Procure or obtain;

Extend or renew a contract to procure or obtain;or

Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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

See Public Law 115-232, section 889 for additional information.

See also § 200.471.

23. Safe Operation of Motor Vehicles

Seat Belt Use

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

Distracted Driving

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

24. Seismic Safety

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

25. Simplified Acquisition Threshold

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

26. Severability

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

27. Termination

Termination for Convenience (General Provision)

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

Termination for Default [Breach or Cause] (General Provision)

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

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract

without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

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

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royaltyfree, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

28. Trafficking in Persons

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

Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

SPECIAL PROVISION

Notice to All Bidders

To report bid rigging activities call: 1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free “hotline” Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of the DOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. 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.

Name of Bidder/Company Name: _____

Type or print name: _____

Signature of authorized representative: _____ Date _____ / _____ / _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - 1. Debarred,
 - 2. Suspended,
 - 3. Proposed for debarment,
 - 4. Declared ineligible,
 - 5. Voluntarily excluded, or
 - 6. Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - 2. Violation of any Federal or State antitrust statute, or,
 - 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is 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 listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - 1. Equals or exceeds \$25,000,,
 - 2. Is for audit services, or,
 - 3. Requires the consent of a Federal official, and
 - g. It will require that each covered lower tier contractor and subcontractor:
 - 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
- (3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: _____

Signature of Authorized Official: _____ Date _____ / _____ / _____

Name and Title of Contractor's Authorized Official: _____

Other Supporting Documentation

Document Collection Checklist – Competitive Solicitation Required

Use this checklist to assure all necessary information has been submitted, including required signatures, titles, resolutions, and notarizations to allow for earliest possible approvals. During and at completion of solicitation process the following should be collected and retained.

The Checklist below is intended to offer guidance through the collection process of a procurement to assure, as comprehensive as possible, strong file retention when utilizing federal funding, it does not constitute full compliance. State and local procurement guidelines may supersede federal practices and should be reviewed for further compliance requirements.

- ☐ Written Procurement Procedures (Required) – Recipients are required to have written procurement procedures. For guidance on their development see current Federal Circular 4220, Chapter III).
- ☐ Procurement System Review (PSR) - Became familiar with the PSR process to perform and maintain efficient and effective procurement systems. To read further guidance on the PSR please go to: <https://www.transit.dot.gov/regulations-and-guidance/program-oversight/procurement-system-reviews-psrs>
- ☐ Procurement History – Recipient is required to maintain and make available to FTA upon request a written procurement history. For guidance on recommended content please see current Federal Circular 4220, Chapter III).
- ☐ Certified copies of advertisements for competitive solicitation – This will provide proof of proper advertisement in a non-geographic preference nature.
- ☐ Copies of all solicitation related correspondence – Comprehensive collection of all correspondence such as original solicitation documents, including responsiveness, procurement method, type and selection. Additionally, questions received and responses sent; contact information, meeting, etc.
- ☐ Copies of proposal of all vendors - Including required submission documents.
- ☐ Addenda Acknowledgment – Any addendums to the original solicitation should have an acknowledgment of receipt included in the proposal sent in.
- ☐ Required Federal Clauses and Certifications (including Buy America if applicable) – Based on solicitation method and type, attach clauses and certifications with signatures as required.
- ☐ Certified itemized tabulations of solicitations – Documentation of process used.
- ☐ Copies of any required Pre-Award documents – Certification of compliance with any associated Federal Requirements such as Buy America, FMVSS, etc.
- ☐ Reviewed the Excluded Parties List located at <https://sam.gov/> to assure the parties under consideration are excluded from receiving Federal contracts.
- ☐ Proposed Vendor contract - with associated boilerplate requirements.
- ☐ Other Solicitation Specification Requirements - Such as, Locations of Technical Service & Parts Representatives, Warranty Requirements, Performance Specifications, Pollution Control Requirements, Certificate of Eligibility, Certification of Fire Safety Practices, and Bid Bonds
- ☐ Executed Vendor contract – After approval of award.

THIS FORM IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE CONSTRUED AS LEGAL ADVICE, NOR IS IT INCLUSIVE OF EVERY DETAIL THAT MAY BE INVOLVED IN THE HANDLING OF INDIVIDUAL PROCUREMENT MATTERS. IT IS RECOMMENDED THAT INDEPENDENT RESEARCH BE CONDUCTED AND ALL DOCUMENTATION CAREFULLY PROOFREAD IN EVERY PROCUREMENT MATTER.

ARCHITECTURAL AND ENGINEERING (A&E) SERVICES INDEPENDENT COST ESTIMATE

An "Independent Cost Estimate" is performed before receiving bids or proposals. It improves the reliability of forecasting cost and can range from a simple budget estimate to a complex estimate based product inspection and review. This process is particularly significant whenever there is no price competition, or when goods or services are dissimilar, and when prices seem unreasonably high. Fill in all cost elements applicable on the cost analysis form below and retain a comprehensive collection of all supporting documentation in the procurement project file at all times.

Project Name: _____ Date: _____

Project ID: _____ Contract Number: _____

Contact: _____ Phone: _____

Email: _____ Fax: _____

	COST ELEMENTS/DESCRIPTION	Rate per Hr/Unit	Total Hrs/Units	Cost
A	Direct Labor			
1	Project Manager			
2	Senior Engineer			
3	Senior Engineer			
4	Other Staff			
5	Other Staff			
6	Other Staff			
7	Other Staff			
8	Other Staff			
9	Other Staff			
B	Overhead Percent (%)			
1	Total Overhead Costs			
2	Overhead x Total Labor			
3	Item Description Overhead/Indirect Costs			
4	Fixed Fee (Limited to 10% of the total labor and overhead)			
C	Direct Expenses			
1	Travel (Lump Sum)			
2	Travel (Per Mile)			
3	Meals			
4	Lodging			
5	Postage			
6	Telephone			
7	Copies			
8				
9				
10				
11				
12				
13				
D	Other Costs			
1				
2				
3				
4				
5				
	TOTAL ESTIMATED COST			
If more space is needed please attach additional pages				

OFFEROR QUESTIONNAIRE AND INFORMATION FORM

Offeror **MUST** complete this form in its entirety.
If a question is not applicable, Offeror should state "not applicable".

BUSINESS AND CONTACT INFORMATION

Business Name: _____

Federal Tax ID # _____

Address: _____

City/State/Zip: _____

Contact Name: _____

Phone #: _____ Fax #: _____

E-Mail: _____ Web Site: _____

NIGP Code: _____

Number of Years been in Business: _____ Duns # _____

Is Business an MBE ☐ or WBE ☐ or neither ☐ ?

Type of Business Entity: Corporation ☐ LLC ☐ LP ☐ LLP ☐

Other ☐ _____

In What State & Year Did Business Organize in Your Current Structure:

Is Business or Parent Publicly Traded? Yes ☐ No ☐

Full Legal Name of Parent or Holding Company, if any:

—

(Note: if there are several tiers of ownership, attach a corporate organizational chart)

Services Provided by Business:

—

Names and Positions of the individuals authorized to bind Offeror's company:

GENERAL CONTRACT INFORMATION/PERFORMANCE

In the past three (3) years, has Business:

- (a) Been engaged in any litigation? Yes ☐ No ☐ If yes, attach explanation
- (b) Completed all contracts it was awarded? Yes ☐ No ☐ If no, attach details.
- (c) Been awarded a bonus for early completion of Work? Yes ☐ No ☐ If yes, attach details.
- (d) Defaulted on a contract? Yes ☐ No ☐ If yes, attach details.
- (e) Been assessed liquidated damages? Yes ☐ No ☐ If yes, attach details.

SPECIAL CONTRACT INFORMATION/PERFORMANCE

Provide a schedule of contracts under which Business has performed similar construction in the last five (5) years, showing name and address of customer, amount of each contract and the actual or anticipated dates of completion.

Is your firm bondable? ☐ Yes ☐ No

With Whom: _____ What Limits: _____

Bank credit available: \$ _____

Have the principals of your firm been engaged in providing construction under any other name within the past five (5) years? If so, provide the name of such principal(s) and the name and address of the former business. _____

The undersigned Offeror declares: (a) that it has reviewed and agrees to the Terms and Conditions, Scope of Work, and all other documents herein; (b) that through its authorized personnel it has personally examined the location of the proposed work and has determined the amount and character of the proposed work and the supervision, labor, tools, material as identified, and equipment, necessary to complete the same in compliance with the specifications and contract documents (if applicable); (c) that either (1) no delinquent corporate franchise taxes are owed the State of Texas under Chapter 171, Tax Code or (2) the Offeror is not subject to the corporate franchise tax in Texas.

SIGNATURE: _____

TITLE: _____

PRINTED NAME: _____

DATE: _____

Disadvantage Business Enterprise (DBE) Utilization

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____% DBE utilization of this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

SIGNATURE: _____

TITLE: _____

PRINTED NAME: _____

DATE: _____

Disadvantage Business Enterprise (DBE) Letter of Intent

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE Firm: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is

\$ _____

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
Signature Title

If the bidder/offeror does not receive award of the prime contract, any and all representation s in this letter of intent and affirmation shall be null and void.

LOBBYING CERTIFICATION REQUIRED FOR EACH APPLICATION EXCEEDING \$100,000

An Applicant that submits, or intends to submit this fiscal year, an application for Federal assistance exceeding \$100,000 from all Federal sources must provide the following certification. FTA may not provide Federal assistance for an application exceeding \$100,000 until the Applicant provides this certification by selecting Category II on the Signature Page.

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

- A. As required by U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application for a Federal assistance exceeding \$100,000:
 - (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal TAPS, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and
 - (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 TAPS, 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; and
 - (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 disclosure accordingly.
- B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 13 52. The Applicant also understands that any person who fails to file a 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.

Legal Name of Applicant

Signature of Certifying Official

Title _____

Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: Name: _____ Address: _____ <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier, if known: _____ Congressional District, if known: _____		4. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: 		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, If known: 		9. Award Amount, if known:
10.a. Name and Address of Lobbying Registrant: <i>(if individual, Last Name, First Name, MI):</i> (attach Continuation Sheet(s) SF-LLL-A, if necessary)		10.b. Individual Performing Services <i>(including address if different from No. 10.a.)</i> <i>(Last Name, First Name, MI):</i>
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annual and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____
FEDERAL USE ONLY:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any TAPS, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal TAPS making the award or loan commitment. Include at least one organizational level below TAPS name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal TAPS). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal TAPS, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

DEBARMENT AND SUSPENSION (NONPROCUREMENT)

DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29 Executive Order 12549

Applicability to Contracts

Executive Order 12549, as implemented by 49 CFR Part 29, prohibits FTA recipients and sub-recipients from contracting for goods and services from organizations that have been suspended or debarred from receiving Federally assisted contracts. As part of their applications each year, recipients are required to submit a certification to the effect that they will not enter into contracts over \$100,000 with suspended or debarred contractors and that they will require their contractors (and their subcontractors) to make the same certification to them.

Flow Down

Subrecipients are required to pass this requirement on to subcontractors seeking subcontracts over \$100,000. Thus, the terms "lower tier covered participant" and "lower tier covered transaction" include both contractors and subcontractors and contracts and subcontracts over \$100,000.

- (1) The Subrecipients certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or TAPS;
 - (b) 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) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions terminated for cause or default.
- (2) Where the Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient shall attach an explanation to this certification.

Signature of Certifying Official

Title

Date

LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION

(Negotiated Contracts)

(For Sub recipients Contractors Over \$100,000)

_____, being duly sworn or under penalty of perjury
(insert name of certifying official)

under the laws of the United States, certifies that neither

_____, nor its principals are presently:
(insert name of lower tier participant)

- debarred, suspended, proposed for debarment,
- declared ineligible,
- or voluntarily excluded from participation in this transaction by any Federal department or

TAPS

Where the above identified lower tier participant is unable to certify to any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating TAPS, and dates of action.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

EXCEPTIONS:

Signature of Certifying Official

Title: _____

Date: _____

CHILD SUPPORT CERTIFICATION

TEXAS FAMILY CODE, SECTION 231.006 INELIGIBILITY TO RECEIVE STATE GRANTS, LOANS OR RECEIVE PAYMENT ON STATE CONTRACTS

A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services, or receive a state-funded grant or loan until:

1. All arrearages have been paid;
2. The obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or
3. A court-ordered exemption has been granted.

CERTIFICATION STATEMENT

Under Section 231.006, Family Code, the vendor, or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledge that this contract may be terminated, and payment may be withheld if this certification is inaccurate.

I, the undersigned, hereby certify that I am in compliance with the Texas Family Code, Section 231.006.

AGREED TO BY:

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

TEXAS CORPORATE FRANCHISE TAX CERTIFICATION

PURPOSE: By state law (Texas Business Corporation Act, Article 2.45), state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The following certification provides a means for establishing whether a corporation is current in its state franchise tax payments.

INSTRUCTIONS: The certification must be signed by the individual authorized on Form 2031, Corporate Board of Directors Resolution, to sign the contract for the corporation. (For USDA-funded contracts, use Form 4508, Certification of Authority, to determine who must sign.)

The certification must be newly completed by all corporations and filed with each offer or contract renewal package submitted.

Indicate the certification that applies to your corporation.

_____ A. The corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

_____ B. The corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

The undersigned authorized representative of the corporation certifies by signature that the above statements are true and correct and that it understands making a false certification is a material breach of contract and is grounds for contract Cancellation.

Name of Corporation (please type or print):

Name of Corporate Representative:

Signature: _____ Date: _____

Title: _____

ACKNOWLEDGMENT OF ADDENDA RECEIVED

The undersigned acknowledges receipt of the following addenda to TAPS Request for Qualifications documents (give number and date of each):

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Failure to acknowledge receipt of all addenda may cause the response to be considered non-responsive to the request that would require rejection of the response.

The undersigned understands that any condition stated above, clarification of the above, or information submitted on or with this form other than requested will render the quotation non-responsive.

Firm Name: _____

Address: _____ City _____ State _____ Zip _____

Type Name By: _____

Signature of Authorized Official: _____

Title: _____

Date: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE

Date Received

1

Name of person doing business with local governmental entity.

2

☐

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4

Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM **CIQ**

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes

☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes

☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date