

Counties:
Brown
Callahan
Coleman
Comanche
Eastland



Erath
Nolan
Runnels
Shackelford
Stephens
Rural Taylor

Public Transportation

Central Texas Rural Transit District
ITS Solution and Services
Request For Proposal (RFP) #02012010

Issue Date:	February 5, 2010
Last Day to Submit Questions:	February 26, 2010 4:00 p.m. (CST)
Closing Date:	March 19, 2010 4:00 p.m. (CST)

Contact:

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Coleman, TX 76834
(325) 625-4491
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Table of Contents

1 Introduction4

2 RFP Instructions to Proposers5

 2.1 Requirements and Additional Information.....5

3 Proposal and Contract Conditions.....9

 3.1 Proprietary Information.....9

 3.2 APPLICABLE LAWS AND STANDARDS.....9

 3.3 PROPOSAL PREPARATION EXPENSES.....9

 3.4 RIGHTS TO PROPOSAL DOCUMENT10

 3.5 DISCLOSURE OF CTRTD RECORDS.....10

 3.6 CONFIDENTIALITY OF DOCUMENTS10

 3.7 PROPOSAL PRICING10

 3.8 PAYMENT TERMS11

 3.9 RIGHT TO REJECT PROPOSALS11

 3.10 SOFTWARE LICENSES11

 3.11 PRIME PROPOSER’S RESPONSIBILITY11

 3.12 Subcontractors Relationships.....12

 3.13 PROPOSAL TERM12

 3.14 PROTEST PROCEDURES.....12

4 Terms and Acronyms.....14

5 CTRTD Background.....14

6 SCOPE16

7 System Objectives17

8 Response Submission17

 8.1 Response.....17

SCHEDULE 122

SCHEDULE 223

SCHEDULE 324

SCHEDULE 426

SCHEDULE 527

ATTACHMENT A38

ATTACHMENT B39

1 Introduction

Central Texas Rural Transit District (CTRTD), is soliciting proposals, priced on a firm fixed price basis to provide and deploy a CTRTD Advanced Intelligent Transportation System. CTRTD desires to install and implement hardware and software technologies to enhance their current transportation system. These hardware and software components will provide CTRTD the ability to meet their goals identified during a Needs Assessment Study performed by EPV Group (EPV).

The following goals were identified

- **Reduce Paperwork (Trip Manifest, “No-Show/Cancellations” Reports, Vehicle Maintenance)**
- **Reduce Duplication of data entry**
- **System Perform “Checks & Balances”**
- **System provides Visibility of vehicle locations, trip status, passenger scheduled, etc. to CARR system users.**
- **System provides Integration to CTRTD contractors and other entities.**
- **Compliance with all MTP regulations and all other regulations for other funding sources.**

The system proposed shall provide a full-range of operating and management functions to support CTRTD’s paratransit demand-response service. CTRTD is requesting proposals from qualified Proposers to provide a complete system as well as implementation and support services for proposed route scheduling/dispatching software and “on-board” vehicle ITS systems. The “on-board” vehicle ITS system will consist of hardware and software with CAD/AVL functionalities. The system must be able to coordinate the various types of services that are in operation, as well as accommodate any increase of ridership and number of vehicles, and produce data reports that provide information for federal and state reporting as well as planning and service adjustments for service improvements or enhancements. The software system(s) proposed shall also be part of a suite of transit management software that has the potential to be fully integrated. Systems shall also have an open architecture that allows for future linkage to other technologies or other ITS systems.

While every effort has been made to ensure the accuracy and completeness of the information in this RFP, CTRTD recognizes that the information is not exhaustive in every detail and that all work and materials may not be expressly mentioned in the requirements of the RFP. Therefore, it is the responsibility of the Contractor to include in their proposal all software and hardware requirements, which are necessary for the full performance of the system requirements in accordance with the objective of CTRTD. The system offered shall be complete in every respect inclusive of all design, components, and recommendations for auxiliary equipment, and required maintenance or licensing, etc.

All proposals and related documents shall be subject to a financial assistance contract between CTRTD and the Federal Transit Administration, the Texas Department of Transportation, and other funding sources as applicable. Terms and conditions associated with these contracts shall be applicable to this solicitation. All proposers will be required to certify they are not on the U.S. Comptroller General’s List of Ineligible Proposers. The proposers will be required to comply with all applicable Equal Opportunity laws and regulations.

CTRTD hereby notifies all proposers that in regard to any contracts entered into pursuant to this Request for Proposal, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response and will not be subjected to discrimination on the basis of race, religion, color, creed, sex or national origin.

2 RFP Instructions to Proposers

This solicitation, specifications and other referenced response documents associated with this solicitation are available electronically on:

<http://www.cityandruralrides.com/>

NOTE: All information or changes related to this solicitation will be posted on the above website. PROPOSERS SHOULD MONITOR THIS WEBSITE FOR ANY ADDENDUMS, ADDITIONAL DOCUMENTS, QUESTIONS AND RESPONSES OR CHANGES PRIOR TO RFP CLOSING DATE.

2.1 Requirements and Additional Information

2.1.1 Procurement Schedule

Request for Proposal Posting	February 5, 2010
Bidder’s Conference	February 19, 2010
Deadline for Question Submission	February 26, 2010
CTRTD Response to Questions	March 5, 2010
Issuance of Addendum (if necessary)	March 10, 2010
Closing Date for Receipt of Proposal	March 19, 2010 4:00 p.m. (CST)
Proposal Openings	March 22, 2010
Proposal Evaluations	March 23 – April 7, 2010
Notify Top 3 Proposers and provide data	April 7 - 9, 2010

Top 3 Proposers Interviews/Presentations/Demonstrations	April 21 – 23, 2010
Final Selection	April 26 - 30, 2010
Contract Negotiations	May 3 - 7, 2010
Contract Award	May 10, 2010
Notice-to-Proceed	May 11, 2010
Installation of Software and Hardware (Dispatch Center)	TBD
Training at CTRTD Facilities (Dispatch Center Software)	TBD
Installation of Software and Hardware (Vehicles)	TBD
Training at CTRTD Facilities (Vehicles Hardware and Software)	TBD
Implementation / Transition	TBD
Testing	TBD
“Go” or “No-Go” Decision	TBD
Production Deployment	TBD

CTRTRD reserves the right to adjust these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of CTRTRD

2.1.2 Bidder’s Conference

A Bidder’s Conference will be held on February 19, 2010 from 10:00 am (CST) to 12:00 noon (CST). The conference is NOT mandatory and proposer’s can also call in. However, the proposer must RSVP by February 17, 2010 by sending an e-mail with Proposer’s company name and contact information to the following:

Joe Guajardo
 E-mail: joe@cityandruralrides.com

The location of the conference will be at the West Texas Council of Governments in Abilene, Texas. Here is the address:

West Texas Council of Governments
 3702 Loop 322

Abilene, Texas 79602

The call-in information will be e-mailed to the proposer when RSVP is received.

2.1.3 Submission Information

General Format: The Proposer shall submit one signed and dated original (marked *Original*) and six copies (marked *Copy*). The submissions shall be in separate loose-leaf binders on one-sided 8-1/2 x 11 inch paper and shall be tab-indexed corresponding to the sections listed below.

- Section 1 – Pricing Schedule and Licensing
- Section 2 – Original, signed and dated Execution of Offer
- Section 3 – Executive Summary
- Section 4 – Company Qualifications and Experience
- Section 5 – Key Personnel Qualifications and References
- Section 6 – System Functionality and Requirements
- Section 7 – Project Management Approach
- Section 8 - Implementation Approach
- Section 9 – Transition Plan
- Section 10 – Warranties
- Section 11 – Maintenance, Support and Upgrades Agreement
- Section 12 – Business Continuity and Disaster Recovery Plan
- Section 13 – Training Plan
- Section 14 – Optional Hosting Service
- Section 15 – HUB Subcontracting Plan

Each section is described in Section 8 of this document.

Due Date: In order to be considered, proposals must be received at CTRTD Administrative Office by 4:00 p.m. (CST) on March 19, 2010. Failure of the U.S. Postal Service or other delivery service, to deliver proposal packages on time shall result in the proposal not being opened or considered. The RFP number must appear on the outside of the envelope in which your proposal is submitted. Proposals without this identification number will be subject to disqualification and non-consideration. The RFP should be sent to:

Central Texas Rural Transit District
P.O. Box 712
Coleman, TX 76834
Attention: Joe Guajardo – Assistant Director
Phone: (325) 625-4491

Questions/Responses: All questions and the responses will be posted on the CTRTD website at: <http://www.cityandruralrides.com/>

All questions and inquiries concerning this RFP should be submitted via e-mail to:

Joe Guajardo
E-mail: joe@cityandruralrides.com

ANY PROPOSER THAT DIRECTLY CONTACTS CTRTD OR CONTRACTED PERSONNEL WORKING ON THIS PROJECT TO ASK QUESTIONS ABOUT THIS RFP INSTEAD OF CONTACTING THE CTRTD CONTACT PERSON WILL BE DISQUALIFIED.

2.1.4 On-Site Interviews/Presentations/Demonstrations

CTRTD reserves the right to conduct on-site, at CARR facility in Coleman, Texas, interviews with the three top ranked proposers as part of the contractor evaluation and selection process. Proposers are advised that CTRTD has reserved Wednesday through Friday, April 21-23, 2010, as the date for oral interviews and presentations. CTRTD further reserves the right to request demonstration of any software product or technology contained in the proposer's offer, and to request the proposer to demonstrate the capabilities of its software.

The top three Proposers will demonstrate the capabilities of its software. The proposed system should demonstrate the following key areas specifically with CTRTD data:

- € Generate a schedule for trips booked for one day
- € Download Schedules to MDC unit
- € Driver functionality on MDC Units
- € Dispatch Views /Capabilities
- € Percentage of existing CARR addresses that can be automatically geo-coded.

The generated schedule will be compared to CTRTD's current scheduling method. The demo will also include the ability to view the schedule through the MDC Units to show end-to-end operational capabilities.

All other functionality demonstrations may be accomplished with Vendor sample data. The demonstration should also show a fully integrated system including MDC/AVL units. Proposer will be responsible for providing all hardware or software for demonstration.

A more detailed description of the demonstration and the data that will be provided will be available at the Bidder's Conference.

2.1.5 Evaluation Criteria

CTRTD will use the following criteria for grading proposals received:

System's ability to meet CTRTD needs and requirements	65%
Price Comparison	25%
Implementation Schedule	10%

2.1.6 Proposer's Qualifications

The proposer shall provide a corporate profile indicating their qualifications to provide the required software and support necessary to achieve CTRTD's objectives for the project.

Proposers must submit a list of other ITS systems where the proposed solution has been installed. A separate list of the proposer's last five (5) installations, along with a project customer name and address, telephone number, fax number, and e-mail address must be provided. See Section 8.1.4 The proposer must be in good standing, current in payment of all taxes and fees such as state franchise fees.

2.1.7 Location of the Work

All services provided as a result of this RFP must be performed on site at CTRTD facility in Coleman, Texas.

2.1.8 MANDATORY FTA CLAUSES

Proposer agrees to acknowledge that CTRTD is an FTA grant recipient and the Proposer agrees to adhere to any and all terms and conditions of such a grant agreement as they relate to obligations the proposers would assume under this contract.

Any obligation of any offeror or Proposer to comply with governmental standards or regulations shall include the obligation to document such compliance.

An offeror or Proposer shall supply and/or execute such documents as CTRTD may reasonably need to affect the purposes of this contract or to comply with federal applicable regulations.

All proposals or bids shall contain all certifications, duly executed, contained in the following FTA mandatory provisions. Failure to do so may result in CTRTD's refusal to consider the proposal or bid. These clauses are provided in Attachment 2.

3 Proposal and Contract Conditions

3.1 Proprietary Information

Any information contained in this proposal that the Proposer considers proprietary must be clearly identified as such. CTRTD will respect requests for non-disclosure of proprietary information to the extent that information so restricted conforms to the Freedom of Information Act. The proposing firm's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rule and regulation of all authorities having jurisdiction over said item shall apply to the contract throughout. They will be deemed to be included in the contract the same as though herein written out in full.

3.2 APPLICABLE LAWS AND STANDARDS

The Proposer shall provide the specified service requirements in accordance with all federal, state and local applicable laws, standards and regulations necessary to perform the services.

3.3 PROPOSAL PREPARATION EXPENSES

Proposers are responsible for all proposal preparation related expenses incurred in the development and submission of their proposals and in participating in any demonstrations and negotiations related to this RFP. CTRTD assumes no obligation for any expenses incurred by

the Proposer as a result of the issuance of this RFP, the preparation or submission of a proposal, the evaluation of a proposal, or the selection of the Proposer. CTRTD is not contractually bound until a written contract for the performance of the work is properly authorized and executed by the CTRTD and the duly authorized representative of the successful Proposer.

3.4 RIGHTS TO PROPOSAL DOCUMENT

All copies and contents thereof of any proposal, attachment, and explanation thereto submitted in response to this Request for Proposal, except copyright material, shall become the property of CTRTD. CTRTD reserves the right to use, at its discretion, and in any manner it deems appropriate, any concept, idea, technique, or suggestion contained therein.

3.5 DISCLOSURE OF CTRTD RECORDS

All documents including, but not limited to, tracings, drawings, estimates, field notes, maps, investigations, design analysis, and studies which are provided or prepared in the performance of this proposal are to be, and remain the property of CTRTD. The Proposer shall furnish CTRTD upon its request, originals or reproducible copies of all documents generated by this proposal. All documents generated by this proposal will be the property of the CTRTD. Any documentation, report samples, policies and procedures, surveys and interview results provided by CTRTD to proposer must be kept confidential by proposer.

3.6 CONFIDENTIALITY OF DOCUMENTS

All proposals and other material submitted becomes the property of CTRTD and therefore is a matter of public record, which is open to reasonable inspection, after such time as a contract is negotiated. All proposal information, including detailed price and price information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information. Trade secrets and other proprietary data contained in proposals may be held confidential at the request of the Proposer if clearly identified in the proposal along with a brief statement, which sets out the reasons for confidentiality. The Proposer will be required to fully defend, in all forums, CTRTD's refusal to produce such information; otherwise, CTRTD will make such information public. All prices of such defense shall be borne by Proposer.

3.7 PROPOSAL PRICING

It is anticipated that the contract award will be on a firm fixed price basis, therefore, proposals shall address the pricing with this in mind. No additional charges (e.g., for sales tax, transportation, container packing, installation, training, out-of-pocket expenses, consulting, etc.) will be allowed unless so specified in the proposal and accepted by CTRTD. All components required to meet contract requirements as proposed must be included in the base price. All price options shall be specifically stated and identified utilizing the Proposal Pricing Form (Schedule 1). In the event of a discrepancy between the unit price and the extended price, the unit price shall prevail.

3.8 PAYMENT TERMS

The payment terms for this project will be negotiated in the final contract between CTRTD and the Proposer. Proposers are required to submit a progress payment schedule, based upon milestones, for consideration along with their proposal.

3.9 RIGHT TO REJECT PROPOSALS

CTRTD reserves the right to reject any part of any proposal, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as CTRTD may deem necessary and in its interest. Proposers must comply with all the terms of the RFP and all applicable local, state, and federal laws, codes and regulations. CTRTD may reject any proposal that does not comply with all the material and substantial terms, conditions, and performance requirements of the RFP. Proposers may not restrict the rights of CTRTD nor qualify their proposal. If a Proposer does so, CTRTD may determine the proposal to be a non-responsive counter offer and the proposal may be rejected.

Minor items that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other offers; that do not change the meaning or scope of the RFP; that are trivial, negligible, or immaterial in nature; that do not reflect a material change in the work; or, that do not constitute a substantial reservation against a requirement or provision may be waived by CTRTD.

3.10 SOFTWARE LICENSES

CTRTD reserves the right to protect its reputation and its investment in computer software/hardware by enforcing strong internal controls to prevent the purchase of unlicensed copies of software. Be aware that software piracy is subject to both civil and criminal penalties. These acts can produce serious impacts on the offending company's reputation and worst case, potential loss of customers. Therefore, if CTRTD suspects that any unauthorized pricing or unlicensed product is proposed, CTRTD will reject such proposal.

3.11 PRIME PROPOSER'S RESPONSIBILITY

The Proposer shall be responsible for meeting all requirements agreed to in the response to this RFP including system delivery, installation, training, maintenance, and integration of all software, hardware, and other related products. Further, CTRTD will consider the Proposer to be the sole point of contact with regards to contractual matters, including the performance of services and the payment of any all charges resulting from contractual obligations. Upon contract award, the Proposer shall be directly responsible for all of its subcontractors, if any. The Proposer shall designate a project manager to serve as the point of contact for CTRTD and to work with CTRTD Project Management Contractor to manage the system implementation. The Proposer cannot change the project manager without CTRTD approval.

As provided in subsection 5307(c) of SAFETEA-LU, 23 U.S.C. 512 note, apart from certain exceptions, "Intelligent Transportation System projects carried out using funds made available

from the Highway Trust Fund, including funds made available under this subtitle to deploy intelligent transportation system architecture, Proposer solution shall conform to the national ITS architecture, applicable standards or provisional standards, and protocols developed under subsection (a) [of section 5307 of SAFETEA-LU].” To facilitate compliance with subsection 5307(c) of SAFETEA-LU, 23 U.S.C. 512 note, the Proposer assures it will comply with all applicable provisions of Section V (Regional ITS Architecture) and Section VI (Project Implementation) of FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” at 66 FR 1455 *et seq.*, January 8, 2001, and other FTA policies that may be issued in connection with any ITS project it undertakes financed with funds authorized under Title 49 or Title 23, United States Code, except to the extent that FTA expressly determines otherwise in writing.

3.12 Subcontractors Relationships

The Proposer shall clarify its relationships with parties supplying portions of the solution, and shall specify what each party is providing. The Proposer may not transfer or assign any portion of the contract without prior written approval from CTRTD. Subcontractors may be used to perform work under this contract. If a Proposer intends to use subcontractors the Proposer must identify, in their proposal, the names of the subcontractors and the portions of the work the subcontractors will perform. If a proposal with subcontractors is selected, the Proposer must provide the following information concerning each prospective subcontractor within five working days from the date of CTRTD’s request:

- € Complete name of the subcontractor
- € Complete address of the subcontractor
- € Type of work the subcontractor will be performing
- € Percentage of work the subcontractor will be providing
- € A written statement, signed by each proposed subcontractor, which clearly verifies that the subcontractor is committed to render the services required by the contract.

A Proposer’s failure to provide this information, within the time set, may cause CTRTD to consider their proposal non-responsive and reject the proposal. The substitution of one subcontractor for another may be made only at the discretion and by prior written approval of the CTRTD.

3.13 PROPOSAL TERM

All submitted proposals must remain valid offers for at least sixty days from the proposal closing date.

3.14 PROTEST PROCEDURES

Any protests by an interested party regarding this procurement shall be made in accordance with Central Texas Rural Transit District procedures set in this section. After such administrative remedies have been exhausted, an interested party may file a protest with the Federal Transit

Administration (FTA) of the U.S. Department of Transportation pursuant to the procedures provided in FTA C 4220.1D. Alleged violations of certain federal requirements provide a separate complaint procedure. See, for example, Buy America Requirements, 49 CFR 661 (Section 661.15) and Participation by Disadvantaged Business Enterprise in Department of Transportation Programs, 49 CFR 23 (Section 23.73)..

Any party aggrieved by a solicitation or award of a contract may protest to CTRTD's General Manager, in writing, within fifteen days after such aggrieved party knew or should have known of the facts giving rise thereto. Such protest shall include the detailed facts leading up to the protest. CTRTD's General Manager is authorized to settle and resolve any protest relating to the solicitation or contract award. In the absence of a settlement, CTRTD's General Manager shall make his or her decision known, in writing, within one week of receipt of the protest. Such decision shall respond, in detail, to each substantive issue raised in the protest.

A pending protest shall halt the procurement until the controversy is resolved, unless, in the opinion of CTRTD's Director or Assistant Director, the award of the contract without delay is necessary to protect the substantial interests of CTRTD. The written decision of CTRTD's General Manager shall be final, binding, and conclusive on the parties. Protests should be transmitted to:

CTRTD Contacts

J.R. Salazar - Director
Central Texas Rural Transit District
P.O. Box 712
Coleman, TX 76834
(325) 625-4491

Joe Guajardo – Assistant Director
Central Texas Rural Transit District
P.O. Box 712
Coleman, TX 76834
(325) 625-4491

Protests will only be entertained by the Federal Transit Administration if the aggrieved party is alleging that CTRTD does not have, or is failing to follow, written protest procedures. Pursuit of a protest beyond the decision of CTRTD's General Manager must take place in the appropriate State or Federal court holding jurisdiction.

Failure to comply with the above protest procedures will render a protest untimely and/or inadequate and shall result in its rejection

3.14.1 Protest of Award (or Proposed Award After Evaluation):

Protest of Award:

1. All unsuccessful Offerors shall be notified in writing by certified mail return receipt requested of the pending contract award. Protests to the award must be delivered to the Purchasing Manager, CTRTD within seventy-two (72) hours after receipt of notice.
2. A protest must be in writing and clearly state the reason for the protest. Central Texas Rural Transit District shall review the protest and notify the protestor of a decision, in writing, by certified mail return receipt requested within five (5) days. No contract shall be awarded while a protest is pending. A protest that is untimely or fails to clearly state the reason for the protest is invalid.
3. The decision of Central Texas Rural Transit District disqualifying the protest for these reasons is final and cannot be appealed.

4 Terms and Acronyms

CAD – Computer Aided Dispatch

HUB – Historically Underutilized Business

HSP – HUB Subcontracting Plan

ITS – Intelligent Transportation System

RFP – Request for Proposal

5 CTRTD Background

CTRTD is currently using an application developed by Advanced Tech Enterprises (ATE) for Scheduling and Dispatching. The application was developed using Visual Data Flex v11.0.77.0 and uses its own proprietary database (.dat).

5.1.1 Current Hardware/Network Environment

As part of this proposal, the Proposer must supply all hardware and software specifications needed to optimally operate all components of the requested solution. Currently, CTRTD has the following hardware configuration:

Server

Component	Hardware	Operating System Version
Processor	Intel Xeon CPU 3.06 GHz	Standard Edition Microsoft Windows Server 2003 Service Pack 1
Memory	1.00 GB of RAM	
Hard Drive	300 GB in raised size (3 Hard Drives) RAID 5	
Video Card	Intel RAGE XL PCI Family	

Network Card	Broadcom NetXtreme Gigabit Ethernet 1 & 2	
Monitor	Plug & Play on RAGE XL PCI Family – Ray tube	
UPS Battery Backup	APC – 1500	

Workstation

Component	Hardware	Operating System Version
Processor	Pentium D & 4 CPU	XP – Service Pack 3 (2002)
Memory	1.99 GB of RAM	
Hard Drive	80 GB	
Video Card	Intel 82945G Express Chipset Family	
Network Card	Broadcom NetXtreme Gigabit Ethernet 1 & 2	
Monitor	Plug & Play-Intel-82915 G/GV/910GL Express Chip 20 in LCD	
UPS Battery Backup	APC - 500	

Note: The proposer should specify if the current hardware will fulfill system requirements. If not, proposer will provide any additional hardware required.

5.1.2 Communication Infrastructure

CTRTRD utilizes the following communication technologies:

- 2-way Digital Radio (voice and data)
- Text Paging
- Satellite Communications
- AT&T Cellular Data Communications
- Internet

5.1.3 CTRTRD Information

CTRTRD provides approximately 90% of all rural trips in the West Central Texas region. The Central Texas Rural Transit District is made up of 11 counties including Brown, Callahan, Coleman, Comanche, Eastland, Erath, Nolan, Runnels, Shackelford, Stephens and Rural Taylor. In addition, three other transportation providers agreed to serve as subcontractors for their respective areas of West Central Texas: CityLink is responsible for City of Abilene, Double Mountain Coach would provide Medicaid service in its 7 county region and Spartan is the Medicaid provider for Mitchell and Scurry Counties. CTRTRD provides Medicaid service for its 10 county region except for the City of Abilene.

CTRTRD operates as a demand response system. However, rural service is generally provided to either a local destination or a longer trip to a regional city that CTRTRD serves such as Abilene, Brownwood, San Angelo or Stephenville due to the need of long travel distances. The current fleet includes a total of 99 vehicles. Service frequency can vary between 3 times per day Monday through Saturday to once weekly. Trip requests that fall outside the schedule are rescheduled for another day or time, declined or approved.

Reservations are required between 24 hours and 28 days in advance. Calls for trips reservations can be made between 8:00 AM and 3:00 PM. Services are provided curb-to-curb and door-to-door.

6 SCOPE

This solicitation is a Request for Proposal (RFP) for the installation, integration, implementation and support services of Transit Management Software for route scheduling/dispatch for a Computer Aided Dispatch Center (CAD) and “on-board” hardware and software with AVL capabilities.

CTRTRD is looking for a Contractor that will be able to complete the following tasks:

- Provide an ITS solution which consists of Transit Management Software for route scheduling/dispatching, map data for areas serviced by CTRTRD and “on-board” hardware and software with AVL capabilities.
- Implement the ITS solution according to CTRTRD requirements and policies outlined in the RFP.
- Provide any type of necessary software or hardware integration required to provide a seamless solution.
- Develop and conduct training for system administrators, dispatchers, drivers, train the trainers, users, etc.
- Support (99) vehicles and provide the ability to increase scope with additional vehicles and functionality.
- Work closely with CTRTRD Project Management Contractor to develop a Project Plan and provide any required documentation including Test/Acceptance Plan, Transition Plan, and “Go-Live” Plan.
- Provide ongoing support and maintenance for the proposed solution.

7 System Objectives

This project is in alignment with the West Central Texas Regional Plan goals. The ITS solution with its supporting technologies will automate and support CTRTD's ability to enhance and grow their transportation services.

8 Response Submission

Failure by the Proposer to submit the documentation listed below will disqualify the Proposer from further consideration. The response submission shall be submitted in the format described in Section 2.1.2.

8.1 Response

The response should include the following sections:

8.1.1 Section 1 – Schedule 1 - Pricing Schedule

The proposer should include all costs associated to this proposal. A pricing schedule has been included in this solicitation (See Schedule 1). Proposer should provide more than one option for any supported hardware e.g. black/white display for MDC units versus color display. Proposer should also include hardware specifications and model numbers. The Proposer can use their pricing schedule format and include in this section.

8.1.2 Section 2 – Schedule 2 - Execution of Offer

The Proposer will sign and date the Execution of Offer in Schedule 2.

8.1.3 Section 3 – Executive Summary

The Proposer shall include an Executive Summary, limited to five pages, which contains the following:

- Concise summary of the products and services being offered to meet the requirements of this solicitation.
- Proposer's approach to providing the services.
- Include approach to the following:
 - Please explain the **user** configurable factors that affect trip scheduling including how they can be adjusted and the corresponding effects on the schedule. (i.e. maximum on board time)
 - Please explain how your system prevents duplicate addresses with slightly varying spellings. For example, 100 Main St. versus 100 Main Street
 - Please describe the map sources available to the system and the process for receiving updates. Can multiple map sources be used?

- Please list all the map attributes that your system can read from a map (ie. speed, direction, etc.)
- Please describe how your system allows users to manually Geocode addresses that are not found on the map.
- Please describe how a manually geo-coded address differs from an address that is manually Geocoded when generating schedules, performing AVL functions, etc. Please describe all areas in the system where there is a difference in behavior.
- Please explain how your system interprets varying vehicle seat configurations and how this affects scheduling and dispatch. (i.e. flip down seats, etc)
- Please indicate if your system has an interface to import trips from a standard format (CSV, comma delimited, etc).

Note: Brochures or marketing material will not be accepted for the Executive Summary.

8.1.4 Section 4 – Schedule 3 – Company Qualifications and Experience

The Proposer will document in Schedule 3 successful past performance and relevant qualifications and experience. The Proposer shall be a company in the business of developing Transit Management Software, integration and maintenance for advanced ITS systems for a minimum of three years within the last five years. Within the last five years, the company should have successfully completed projects that are similar in size and complexity. A list of the proposer's last five (5) installations should be included. The installations should make reference to previous experience integrating to TEJAS website for downloading medical trips.

8.1.5 Section 5 – Schedule 4 - Key Personnel Qualifications and References

The Proposer will complete and return Schedule 4 – Key Personnel Qualifications and References for each proposed key personnel position including subcontractors.

8.1.6 Section 6 – Schedule 5 - System Functionality and Business Requirements

The Proposer will use Schedule 5 to document and describe the approach to meeting the system functionality and business requirements as specified and fully described in Attachment A. Attachment A also contains hardware and software interfaces that the proposed ITS Solution must comply with.

8.1.7 Section 7 – Project Management Approach

The Proposer will submit a project management plan and describe in this section their overall Project Management Approach. The plan will be reviewed by CTRTD's Project Management contractor. The plan should include, but is not limited to:

- Project Management Approach

- Processes for managing project documentation
- Requirements Management

8.1.8 Section 8 – Implementation Approach

The Proposer shall describe the approach to meeting the implementation, training, documentation, and transition requirements. The implementation approach should include the following:

8.1.8.1 Infrastructure Set-up and Specifications

The Proposer shall provide specifications for all recommended hardware and software and shall continually assess requirements for the system environment and provide specifications for any recommended changes to CTRTD environment. These specifications should include all hardware (MDC/AVL) and software (Transit Management Software) required for complete system integration.

The Proposer will also include optional pricing to establish, test and host the infrastructure defined. The option for hosting the infrastructure shall be in increments of one year. See Section 8.1.14.

8.1.8.2 Go-Live Plan

The Proposer shall create a Go-Live Plan for deploying system in a pilot environment to test all aspects of system including full integration of MDC/AVL system with Transit Management software and integration of Medical Trips with Transit Management software. The Go-Live Plan should include the following:

- Prerequisite activities including training
- Deployment steps
- Test plan
- Data Conversion

8.1.8.3 Training

The Proposer shall provide training to ensure all CTRTD users have the knowledge and capability necessary to effectively use the system. Training should be conducted at CTRTD facility in Coleman, Texas and at other CTRTD facilities as agreed to. A training plan shall be developed by the Proposer and reviewed and approved by CTRTD and CTRTD Project Management Contractor. Training shall be conducted from installation through implementation.

The Proposer shall provide user documentation including manuals, quick reference guides, tutorials, on-line and any configuration or customization documentation.

8.1.9 Section 9 - Transition Plan

The Proposer shall provide a fully functioning system including transfer of knowledge, technical training, software, hardware, data migration and processes including installation of any “on-board” vehicle software and hardware.. CTRTD and CTRTD Project Management Contractor will approve the Transition Plan, which includes processes and responsibilities for transferring system to CTRTD.

8.1.10 Section 10 – Warranties

The Proposer shall warrant each deliverable for a period of one year after the system is fully implemented and accepted. During the warranty period, the Proposer shall be responsible for correcting any issues causing any portion of the system to be inoperable or any issues resulting in inaccurate results produced by the system when the system is used in accordance with product documentation provided by the Proposer and without extraordinary actions on the part of the CTRTD or its users.

8.1.11 Section 11 – Maintenance, Support and Upgrades Agreement

The Proposer shall provide a planned maintenance upgrade, and data management strategy. CTRTD will consider a multi-year agreement with volume discount pricing. The proposed maintenance agreement shall include at a minimum:

- Planned software and data upgrades and maintenance schedules. This should include any planned enhancements and any outstanding critical issues that are being addressed.
- Software upgrades procedures to ensure any software version upgrade is compatible with CTRTD system.
- In a hosted environment, procedures to notify CTRTD when the system must be halted to provide scheduled and unscheduled maintenance. Clearly defined roles, responsibilities and coordination processes should be provided.
- Document all customization or configuration to ensure reproducibility when CTRTD upgrades to a new release of the software.

8.1.12 Section 12 – Business Continuity and Disaster Recovery Plan

The Proposer shall submit business continuity procedures and a disaster recovery plan which should include the following:

- Recommended hardware and software
- Documented Disaster Recovery Plan

8.1.13 Section 13 - Training Plan

A training plan shall be developed by Proposer during the early phase of the project and approved by CTRTD and CTRTD Project Management Contractor. The Proposer will be responsible for providing user documentation for the system including manuals, quick reference guides, and tutorials.

8.1.14 Optional Hosting Service

CTRTD has not determined where the Transit Management Software will be hosted. If hosted at Proposer's facility or pre-determined location, the proposer's hosting services shall include the following features:

- Type of website security
- Availability of system
- Data Security
- Data Center Tier Level
- Help Desk services
- Backup/Disaster Recovery Plan

8.1.15 Subcontracting Plan

Subcontractors providing service under this project shall meet the same service requirements and provide the same quality of service required of the Proposer. The Proposer will be the primary contact for CTRTD and subcontractors.

The Proposer shall manage all quality and performance, project management, and schedules for subcontractors. The Proposer will be held solely responsible and accountable for the completion of all work for which the Proposer has subcontractors.

CTRTD retains the right to check subcontractor's background and make a determination to approve or reject the use of submitted subcontractor(s). Any negative responses may result in disqualification of the subcontractor.

8.1.15.1 HUB Subcontracting

It is the proposer's determination if they choose to subcontract any of the work under this RFP with Texas Certified Historically Underutilized Business (HUB). The required forms can be found at the following website:

<http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

SCHEDULE 1

Cost Proposal

CTRTRD expects the pricing to include all costs for software, hardware, integration and implementation.

Travel: All travel expenses, based on proposer’s estimate on number of trips, should be included in the fixed price in accordance with the latest U.S. General Services Administration and as published in the Federal Travel Regulations, specific funding sources, or rates established by the CTRTRD Board of Directors.

Proposer Name: _____

Quantity	Deliverable	Total Price
	<i>Software</i>	
	Transit Management Software	\$
	AVL / MDC Module Interface Software	\$
	TEJAS Interface	\$
	IVR Application	\$
	Map Data	\$
	<i>Hardware</i>	
	Mobile Data Computer / AVL Hardware	\$
	IVR Hardware (if required)	\$
	<i>Implementation Services</i>	
	Software	\$
	Hardware	\$
	<i>Training</i>	
	User Training	\$
	System Admin	\$
	<i>Maintenance</i>	
	Transit Management Software	\$
	AVL /MDC Module Interface Software	\$
	TEJAS Interface	\$
	IVR Application	\$
	Map Data Updates	\$
	TOTAL Project Cost	\$

Optional: Hosting Services	\$
----------------------------	----

SCHEDULE 2

Execution of Offer (RFP)

By signature hereon, Proposer certifies that: All statements and information prepared and submitted the response to this RFP are current, complete, and accurate.

Proposer has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.

Under Government Code 2155.004, no person who prepared the specifications or this RFP has any financial interest in Proposer's Offer. If Proposer is not eligible, then any contract resulting from the RFP shall be immediately terminated. Furthermore, "under Section 2155.004, Government Code, the Proposer certifies that he individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Proposer represents and warrants that the individual signing this Execution of Offer is authorized to sign this document on behalf of Proposer and to bind Proposer under any contract resulting from this offer.

Proposer (Company):

Signature:

Name (Typed/Printed):

Title:

Date:

Address:

City/State/Zip:

Telephone:

Fax Number:

Employer's Identification Number (EIN):

SCHEDULE 3

Company Qualifications and Experience

Proposer Name: _____

Proposer (Company) Name:	
Addresses: City State	
Phone Number Fax Number	
Number of years in business	
Name and title of person signing the response	
Office Phone Number Cell Phone Number Email Address	
Describe experience and qualifications	
List of other ITS systems where the proposed solution has been installed.	
List of the proposer's last five (5) installations, along with a project contract address, telephone number, fax number, and e-mail address must be provided.	
1. Name Address	

Telephone Number Fax Number E-mail Address	
2. Name Address Telephone Number Fax Number E-mail Address	
3. Name Address Telephone Number Fax Number E-mail Address	
4. Name Address Telephone Number Fax Number E-mail Address	
5. Name Address Telephone Number Fax Number E-mail Address	

SCHEDULE 4
Key Personnel Qualifications and References

Proposer Name: _____

Proposer shall complete one profile for each individual or subcontractor working in key personnel positions for this solicitation. CTRTD reserves the right to reject the proposed key personnel if references or past working performance are questionable or unfavorable.

Key Personnel Information	
Full Name:	
Number of Years Employed by Proposer	
Title:	
Key Personnel Position Proposed for RFP	

Key Qualifications	# Years Experience	From	To

SCHEDULE 5

CARR System Functionality and Business Requirements

Requirement #	Short Description	Standard Functionality	Customization Required	Not Available	Future Release Provide date	Comments
System Configuration						
2.2.1	Allow the System Administrator to add new fields required					
2.2.2	Allow the System Administrator to add additional items to pull-down list					
2.2.3	Allow the System Administrator to define user, user security and functionality allowed					
2.2.4	Allow the System Administrator to define/edit various Funding Sources with corresponding parameters for each to calculate trip cost					
2.2.5	Allow the System Administrator to define criteria for “same day” trip creation					
2.2.6	Allow the System Administrator to define Service Areas					
2.2.7	Allow the System Administrator to configure traffic patterns					
2.2.8	Allow the System Administrator to					

	configure Underage Rider parameters					
2.2.9	Allow the System Administrator to configure mobility types					
2.2.10	Allow the System Administrator to define rules for passenger “No-Shows” and “Cancellation”.					
2.2.11	Allow the System Administrator to define notification recipients.					
Driver Functionality						
2.2.12	Provide ability for driver to update trip information and trip status on MDC Unit.					
2.2.13	Provide capability for drivers to send and receive two-way messages					
2.2.14	Provide ability for driver to confirm “no-show” trip.					
2.2.15	Provide ability for driver to enter pre-trip vehicle information					
2.2.16	Provide ability to capture time sheet data					
2.2.17	Provide a web-site to create complete driver time sheets					
2.2.18	Provide ability to update passenger information with passenger issues.					

2.2.19	System should track number of passenger issues.					
2.2.20	System needs to capture signatures from passengers, in the future					
Driver Management						
2.2.21	Provide ability to store driver information					
2.2.22	System should check driver qualifications					
2.2.23	Provide ability to document driver issues					
2.2.24	System should check driver certifications renewal date					
Passenger Management						
2.2.25	Provide ability to add passengers					
2.2.26	Provide ability to edit passenger information					
2.2.27	Provide ability to generate warnings for Underage Rider					
2.2.28	System should have the capability to “auto-populate” or “auto-correct” passenger information					
2.2.29	Provide ability to add any passenger					

	issues					
2.2.30	System should track number of passenger issues					
2.2.31	Provide ability to enter any passenger complaints					
Address Management						
2.2.32	Provide ability to add addresses					
2.2.33	Provide ability to edit addresses					
2.2.34	System should have the ability to Geocode addresses					
2.2.35	Provide ability to Auto-Geocode in batch mode					
2.2.36	Display addresses that are not Geocoded					
Trip Management						
2.2.37	Provide ability to create trips					
2.2.38	System should validate trip date					
2.2.39	Allow user to create new address and Geocode on the fly					
2.2.40	System should prompt user for data					

	specific to a destination address					
2.2.41	System should calculate ETA (Estimated Time of Arrival)					
2.2.42	System should automatically calculate trip cost					
Scheduling						
2.2.43	Schedule all trips automatically					
2.2.44	Allow user to override or accept schedule					
2.2.45	Allow user to add to existing schedule					
2.2.46	Allow user to manually un-schedule a trip					
Dispatch Functionality						
2.2.47	Send information such as passenger, schedule or route changes to drivers					
2.2.48	Provide ability to update trip for “ready for pick-up”					
2.2.49	Allow Dispatch to update trip information and status					
2.2.50	Provide ability to notify driver that passenger has called multiple times					

2.2.51	Allow Dispatch to reassign trip to another driver					
2.2.52	Allow Dispatch to “Add-On” Trip for any type of funding source					
2.2.53	Allow Dispatch to view vehicle location on GIS Map					
MDC Unit Requirements and Functionality						
2.2.54	Download of schedule and route information to MDC					
2.2.55	Emergency button available on MDC Unit					
2.2.56	Ability to view GIS maps and vehicle locations					
2.2.57	Capture all trip related information using the MDC unit.					
2.2.58	MDC Unit must integrate with MOTOTRBO™ XPR™ 4550 Mobile Radios					
2.2.59	Communicate data to driver via MDC Unit					
2.2.60	Provide ability to notify driver multiple times that passenger has called					

AVL Requirements and Functionality						
2.2.61	Automatically track vehicle using GPS location in real-time					
2.2.62	Ability to set-up AVL filtering for search capability					
2.2.63	Update GPS points based on pre-determined time interval					
2.2.64	Ability to playback captured data					
2.2.65	Ability to integrate to vehicle odometer					
IVR Functionality						
2.2.66	Automatically notifies passenger of any schedule changes or notifies passenger of vehicle status					
2.2.67	IVR System should have to capability for custom messages					
2.2.68	IVR System should allow passenger to confirm or cancel trip					
2.2.69	IVR System should allow passenger to call for pickup					
Billing Requirements						
2.2.70	Calculate trip cost for MTP trips					

2.2.71	Calculate trip cost for trips based on mileage					
2.2.72	Calculate trip cost based on flat fee					
Reporting Requirements						
2.2.73	Allow the user to generate reports – See Attachment B					
2.2.74	Reports should be available in different formats					
2.2.75	Ability to generate PTN 128 report					
Vehicle Management and Maintenance						
2.2.76	Ability to add vehicle					
2.2.77	Ability to edit vehicle information					
2.2.78	Allow Driver or Fleet Manager to update vehicle status					
2.2.79	Provide ability to update Vehicle Maintenance Schedule.					
2.2.80	System should automatically send out a notification when vehicle maintenance is due.					
GIS Map Requirements and Functionality						

2.2.81	Allow user to manually Geocode by selecting location on map					
2.2.82	View vehicle location and routes on map					
2.2.83	Maps must be kept current by vendor					
Contractor Management						
2.2.84	Provide ability to create/edit Contractors					
2.2.85	Provide ability to add Contractor issues					
General Requirements						
2.2.86	Data stored in centralized data repository					
2.2.87	Migrate current ATE data					
2.2.88	Need to provide Remote Access to system					
2.2.89	Ability to hire local resources to maintain and support “on-board” vehicle equipment.					
2.2.90	Develop and implement disaster /recovery plan					
Trip Verification						
2.2.91	Provide the ability to perform Trip Verification after trips have been taken					

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ATTACHMENT A
CARR System Requirements Specifications

ATTACHMENT B
FTA MANDATORY CLAUSES

These clauses must be completed and included in all proposals submitted for this project. Failure to do so may result in Central Texas Rural District's refusal to consider the proposal.

2. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)

49 CFR Part 661

Applicability to Contracts

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

Flow Down

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$100,000 threshold applies only to the grantee contract; subcontracts under that amount are subject to Buy America.

Mandatory Clause/Language

The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

6. ENERGY CONSERVATION REQUIREMENTS

**42 U.S.C. 6321 et seq.
49 CFR Part 18**

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Flow Down

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Model Clause/Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA:

Energy Conservation - 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.

7. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicability to Contracts

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

Flow Down

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language

While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements:

Clean Water - (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.

10. LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

Applicability to Contracts

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies 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 agency, 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 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 tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in

accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

11. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

Applicability to Contracts

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Flow Down

FTA does not require the inclusion of these requirements in subcontracts.

Model Clause/Language

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs

described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. 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 Purchaser, 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).

7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u> a. Contracts below SAT (\$100,000) b. Contracts above \$100,000/Capital Projects	None None unless ¹ non-competitive award	Those imposed on state pass thru to Contractor	None Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None None unless non-competitive award	None None unless non-competitive award	None None unless non-competitive award
<u>II Non State Grantees</u> a. Contracts below SAT (\$100,000) b. Contracts above \$100,000/Capital Projects	Yes ³ Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes Yes	Yes Yes	Yes Yes	Yes Yes

Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

³ 18 CFR 18.36 (i)

12. FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language

No specific language is mandated. The following language has been developed by FTA.

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 Purchaser 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.

14. CLEAN AIR

**42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18**

Applicability to Contracts

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

Flow Down

The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

Model Clauses/Language

No specific language is required. FTA has proposed the following language.

Clean Air - (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.

15. RECYCLED PRODUCTS

**42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873**

Applicability to Contracts

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

Flow Down

These requirements flow down to all to all contractor and subcontractor tiers.

Model Clause/Language

No specific clause is mandated, but FTA has developed the following language.

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

17. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, *et seq.* The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from ... the [Federal] Government.” 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any “contract in an amount that is not greater than \$100,000.” 40 USC 3701(b)(3) (A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work.” These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act’s requirements are satisfied.

Clause Language

Contract Work Hours and Safety Standards

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

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and

subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - Central Texas Rural Transit District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

18. [RESERVED]

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

Applicable to all contracts.

Flow Down

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language

While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

(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 express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(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.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

8.1.16 AND RELATED ACTS

**31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307**

Applicability to Contracts

These requirements are applicable to all contracts.

Flow Down

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language

These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

(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. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil

Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(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.

21. TERMINATION

49 U.S.C. Part 18 FTA Circular 4220.1F

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Model Clause/Language

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

a. Termination for Convenience (General Provision) Central Texas Rural Transit District may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim Central Texas Rural Transit District to be paid the Contractor. If the Contractor has any property in its possession belonging to the Central Texas Rural Transit District, the Contractor will account for the same, and dispose of it in the manner the Central Texas Rural Transit District directs.

b. 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 Central Texas Rural Transit District 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 only be paid 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 Central Texas Rural Transit District 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, Central Texas Rural Transit District, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) Central Texas Rural Transit District in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days 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 Central Texas Rural Transit District's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Central Texas Rural Transit District setting forth the nature of said breach or default Central Texas Rural Transit District 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 Central Texas Rural Transit District from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that Central Texas Rural Transit District elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Central Texas Rural Transit District shall not limit Central Texas Rural Transit District's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) Central Texas Rural Transit District, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Central Texas Rural Transit District may terminate this contract for default. Central Texas Rural Transit District shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Central Texas Rural Transit District may terminate this contract for default. Central Texas Rural Transit District shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the Central Texas Rural Transit District, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and Central Texas Rural Transit District shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Central Texas Rural Transit District.

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, Central Texas Rural Transit District may terminate this contract for default. Central Texas Rural Transit District shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the

work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The contractor, within days from the beginning of any delay, notifies the Central Texas Rural Transit District in writing of the causes of delay. If in the judgment of the Central Texas Rural Transit District, the delay is excusable, the time for completing the work shall be extended. The judgment of the Central Texas Rural Transit District shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) Central Texas Rural Transit District may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. Central Texas Rural Transit District 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 Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the 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 Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience of Default (Cost-Type Contracts) Central Texas Rural Transit District may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the Central Texas Rural Transit District or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Central Texas Rural Transit District, or property supplied to the Contractor by the Central Texas Rural Transit District. If the termination is for default, Central Texas Rural Transit District may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Central Texas Rural Transit District and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the Central Texas Rural Transit District, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, Central Texas Rural Transit District determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, Central Texas Rural Transit District, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Clause Language

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its 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, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Central Texas Rural Transit District. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Central Texas Rural Transit District, 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.

23. PRIVACY ACT

5 U.S.C. 552

Applicability to Contracts

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Flow Down

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Model Clause/Language

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

24. CIVIL RIGHTS REQUIREMENTS

**29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.**

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shortened the lengthy text.

Civil Rights - The following requirements apply to the underlying contract:

(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. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The 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. Part 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.

25. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18 FTA Circular 4220.1F

Applicability to Contracts

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Model Clauses/Language

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

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 Central Texas Rural Transit District (see below). 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 contacts listed below. 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 Director or Assistant Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

CTRTRD Contacts

J.R. Salazar - Director
Central Texas Rural Transit District
P.O. Box 712
Coleman, TX 76834
(325) 625-4491

Joe Guajardo – Assistant Director
Central Texas Rural Transit District
P.O. Box 712
Coleman, TX 76834
(325) 625-4491

Performance During Dispute - Unless otherwise directed by Central Texas Rural Transit District, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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 Central Texas Rural Transit District 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 of competent jurisdiction within the State in which the Central Texas Rural Transit District is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder 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 Central Texas Rural Transit District, 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 thereunder, except as may be specifically agreed in writing.

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

49 U.S.C. § 5310, § 5311, and § 5333 29 CFR Part 215

Applicability to Contracts

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Flow Down

These provisions are applicable to all contracts and subcontracts at every tier.

Model Clause/Language

Since no mandatory language is specified, FTA had developed the following language:

Transit Employee Protective Provisions. (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

Disadvantaged Business Enterprises

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%. The agency's overall goal for DBE participation is 1%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Central Texas Rural Transit District deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Central Texas Rural Transit District. In addition, the contractor may not hold retainage from its subcontractors.

d. The contractor must promptly notify Central Texas Rural Transit District, 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 Central Texas Rural Transit District.

29. [RESERVED]

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Flow Down

The incorporation of FTA terms has unlimited flow down.

Model Clause/Language

FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Central Texas Rural Transit District requests which would cause Central Texas Rural Transit District to be in violation of the FTA terms and conditions.
