

**Hill Country Transit District**

**Request for Proposals (RFP)**

**Payroll and HR Services – JANUARY 2023**

NOTICE OF REQUEST FOR PROPOSALS  
HILL COUNTRY TRANSIT DISTRICT  
PAYROLL & HR SERVICES

Hill Country Transit District (hereinafter referred to as HCTD) is seeking proposals from qualified Payroll/HR Services provider with expertise in outsourced payroll processing and related payroll services to successfully provide these services to meet the payroll, human resource and general ledger needs of the HCTD in the most cost-effective and efficient manner possible. Qualified firms wishing to respond to RFP # 23-0106 – Payroll/HR Services” must provide all equipment and materials described in this document, whether directly or through sub-contractors/sub-consultants.

Time is of the essence in the implementation of the HCTD payroll services software/solution. It is anticipated that the solution will be completely installed, integrated with the HCTD’s MIP Financial software, and HCTD staff trained by the end of the **first quarter (March 31, 2023)**. Proposer shall demonstrate in the response to the RFP that this timeline can be met or exceeded.

Copies of the RFP will be available at the address listed below on or after **January 13, 2023 CST** and may be obtained by calling 254-933-3700 Ext. 2056 or online at <https://takethehop.com/procurement.html>

HCTD hereby notifies all Contractors that it will affirmatively assure that in regard to all contracts entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals. Contractors will not be discriminated against on the ground of race, color, sex, disability, age, or national origin in considering an award.

HCTD reserves the right to reject any and all proposals.

All question must be submitted **2:00 p.m. CST on January 20, 2023**. Responses will be posted on the website on **4:00 p.m. CST January 20, 2023**. Proposals must be received in office not later than **2:00 p.m. CST on February 9, 2023**, at the address below. **Facsimile or e-mail submittals will not be accepted.**

Hill Country Transit District  
Attn: Raymond Suarez, Interim General Manager  
P.O. Box 217 (mailing)  
906 S. High St. (delivery)  
San Saba, Texas 76877

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**NO PROPOSAL REPLY FORM**

**RFP #23-0106**

**HILL COUNRTY TRANSIT DISTRICT PAYROLL AND  
HR SERVICES**

To assist HCTD in obtaining good competition on its Request for Proposals, we ask that if you received a solicitation but do not wish to propose, please state the reason(s) below and return this form to Hill Country Transit District, Attn. Raymond Suarez, Interim General Manager, P.O. Box 217, San Saba, Texas 76877 or via email to [jwickham@takethehop.com](mailto:jwickham@takethehop.com).

This information will not preclude receipt of future invitations unless you request removal from the Proposer's List by so indicating below.

*Unfortunately, we must offer a "No Proposal" at this time because:*

\_\_\_\_ 1. We do not wish to participate in the proposal process.

\_\_\_\_ 2. We do not wish to propose under the terms and conditions of the Request for Proposal document. Our objections are:

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\_\_\_\_ 3. We do not feel we can be competitive.

\_\_\_\_ 4. We do not provide the services on which Proposals are requested.

\_\_\_\_ 5. Other: \_\_\_\_\_

\_\_\_\_ We wish to remain on the Proposer's list for these services.

\_\_\_\_ We wish to be removed from the Proposer's list for these services.

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

**SECTION 1 PROPOSAL CALENDAR**

RFP Issued..... January 6, 2023

Questions, Comments and Requests for Clarifications Due to HCTD..... January 13, 2023  
2:00 p.m. CST

HCTD’s Response to Questions, Comments and Requests for Clarification (if required) ..... January 20, 2023  
4:00 p.m. CST

RFP Closing..... February 2, 2023  
2:00 p.m. CST

Contract Award (Tentative).....February 17, 2023

## SECTION 2 SCOPE OF WORK

### 2.1 Introduction

- A. Hill Country Transit District is a regional public transportation system which operates a rural demand-response public transportation system in a nine-county area of Central Texas, including the counties of Bell, Coryell, Hamilton, Lampasas, Llano, Mason, Milam, Mills, and San Saba, and two separate urban fixed route bus systems: one which encompasses the corporate city limits of Copperas Cove, Killeen, Harker Heights, and Nolanville; and one which encompasses the corporate city limits of Belton and Temple, Texas. HCTD has approximately one hundred fifty (150) employees and an annual budget of between \$10,000,000 to \$11,000,000.
- B. HCTD is governed by a fourteen-member volunteer Board of Directors. Administrative offices and all records are located at either: 906 S. High St., San Saba, Texas and/or 4515 W. US 190 Belton, Texas 76513. There are twelve operational sites located in the nine-county area; however, no Payroll/HR records are maintained at these sites.
- C. HCTD's Payroll. HCTD employs salaried and hourly personnel, with payrolls on bi-monthly schedules. There is a goal of condensing payroll cycles prior to project start. Payroll is currently processed as follows.
- 4000 paychecks annually – all direct deposit with electronic paystubs checks
  - Approximately 160 are issued W-2's annually.
- D. Payroll at HCTD is currently a cross-functional activity spanning these departments and supporting systems:

	<b>System</b>	<b>Expected Integration</b>
<b>HR: Human Resources</b>	Abila – MIP/EWS	EWS will be discontinued – replaced with new Payroll/HR system.
<b>Timekeeping: Operations</b> (drivers and maintenance)	Manual Timesheets and Abila – MIP/EWS	Will transfer to new payroll system option; Will require customized journal entry feed for accounting.
<b>Timekeeping: Administration</b>	Abila – MIP/EWS and Manual Timesheets	Will transfer to new payroll system option; Will require customized journal entry feed for accounting.
<b>Benefits Administration: Human Resources</b>	Manual spreadsheets & Abila – MIP/EWS	Will transfer to new payroll benefits capture option.
<b>Payroll Processing: Finance</b>	Abila – MIP/EWS and Manual Timesheets	Will transfer to new payroll system option; Will require customized journal entry feed for accounting.

## 2.2 Scope of Services

- A. The HCTD is seeking proposals from qualified firms to provide turnkey, electronically generated time keeping, payroll and benefit management services. The HCTD anticipates that these services will improve internal efficiency and allow staff time to focus on other critical business processes. The new modernized payroll system will be effective no later than April 30, 2023.
- B. The goal is to reduce costs, gain operational system transparency and efficiencies, gain employee information visibility. This will be done through automation, modernization, standardization, and elimination of duplicative and manual processes.
- C. The Proposal shall cover:
  - 1. A detailed cost analysis – including recommended ongoing and one-time services and costs.
  - 2. A detailed onboarding timeline.
  - 3. Digitization of time entry in a transportation environment.
  - 4. Digitization of hourly pay.
  - 5. A detail of automated back-office services; including system integration or recommended system usage.
  - 6. A detail of provided back-office services.
  - 7. Digitization of employee paycheck delivery.
    - a. Digitization of information provided to assure elimination of current paper paystubs.
    - b. Digitization of payroll entry in both office and non-office environment.
  - 8. A detail and recommendation for historical archiving.



- D. Finalized project approach for the new payroll system should include project kickoff, planning, development, testing, implementation, training, and support of an in-house time keeping and new payroll and benefits management system. The selected vendor will be responsible for reviewing current internal processes; create a project plan for implementation, testing and training; provide regularly scheduled status reports and provide all system related documentation. Vendors should submit qualifications that demonstrate their ability to support this approach throughout all phases: Project Initiation, Planning, Development, Testing, Implementation, Training and Handoff.
- E. The solution should provide the following payroll and benefits related functions: Electronic Time Collection, Payroll and Tax Processing, Benefits and Human Resources Management, Employee Self Service, Reporting, Ongoing Training.
1. **Electronic Time Collection.** Timekeeping collection should include the following functionality:
    - Time clock solution for time collection at multiple locations.
    - Web based time capture system utilizing secure network time stamp from desktop and mobile devices (PC, iPhone, iPad, etc.).
    - Ability to capture multiple time clock entries per day (in and out punches).
    - Ability to display time and attendance hourly, daily, weekly, bi-weekly, monthly and annually.
    - Ability to utilize assigned project codes. Project codes should have assigned dates where the project code is valid to be charged against. Start and stop dates could be mid-pay period. Configuration that only allows time charged to project codes that have been administratively assigned to employee.
    - Reporting of labor charges by employee and project code viewable online.
    - Employee hours must total 40 hours per week for overtime calculation.
    - Provide management overtime approval process for hours in excess of 40 worked hours per week.
    - Tiered approval of time sheets. Tiered approval of time sheets managed administratively when employee is added or transferred.
    - Ability for department directors to administratively approve time entries for all staff below them organized by departmental groups.
    - Automated rule reminders to employees of pending due dates and missed time entry data.
    - Automated rule notifications to supervisors of pending due dates and time sheet approval deadlines.
    - Ability to manage multiple employee categories (permanent, temporary, part-time, fulltime, seasonal, etc.).
    - Ability to manage time reporting categories (regular, overtime, shift differential, call back, wellness credit, standby, etc.).
    - Ability to manage paid leave categories (paid time off (PTO), major illness leave (MIL), holiday, floating holiday, jury duty, etc.).
    - Ability to track and manage unpaid leave categories (FMLA, leave, etc.).
    - Ability to manage Holiday and Floating Holiday application including the addition of ad hoc holiday postings.
    - Ability to manage, track and report multiple accruals.
    - Complete leave request with multi-level approval process.
    - Ability to create, change and view employee schedules.

2. **Payroll and Tax Processing** should include the following functionality:

- Bi-monthly payroll processing that includes a schedule with critical due dates for on time payroll processing (i.e., timekeeping upload deadlines, check delivery, direct deposit access). Employees are currently paid bi-monthly on the 1<sup>st</sup> and 15<sup>th</sup> of each month.
- Process and maintain multiple pay codes and shift differentials, and calculate overtime based on 5 CFR Part 551, Pay Administration under the Fair Labor Standards Act (FLSA).
- Manage employee deductions (i.e., health insurance, dental insurance, voluntary life insurance, retirement, deferred compensation (457), expense reimbursements, garnishments, etc.).
- Direct deposits posted to bank accounts by pay date.
- Payroll checks securely processed with electronic signatures and delivered on pay date to location(s) as designated.
- Employee notification for pay stubs and direct deposit information.
- Complete all approved banking uploads.
- Prepare payroll journal and required files for integration with MIP/EWS.
- Procedures for processing manual and off-cycle pay checks.
- Procedure for managing payroll arrears.
- Remit all payroll taxes/deductions to required agencies.
- Procedure for processing final year end payroll at fiscal year-end.
- Functionality to manage and report employee salaries and pay grades.
- Functionality to manage and report employee status changes (i.e., new hire, transfer, termination, reclassification, etc.).
- Prepare and submit all federal and state agency reports and forms.
- Provide W-2 forms for all employees by second week of January.
- Procedure for emergency payroll processing.

3. **Benefits Administration** should include the following functionality:

- Ability to track benefit eligibility.
- Ability to administer employee benefits and open enrollment process.
- Provide online benefit enrollment (open enrollment, new hire and qualifying events).
- Ability to track Cobra benefits (including notification) and coordinate billing options.
- Provide FMLA administration and reporting.
- Ability to notify required vendors of new hires, terminations, reclassifications, etc.
- Tracking of garnishment payments.
- Workers' compensation reporting.

4. **Human Resources Administration** should include the following functionality:

- Provide compliance reporting (workers comp, workplace accidents, etc.).
- Ability to track employee salary and compensation changes over time.
- Ability to run reports for budget, compensation, and market rate studies.
- Provide salary and benefits reporting and total cost analysis.
- Ability to manage mandatory correspondence (Medicare, HIPPA, etc.).
- Payroll/new hire reporting.
- Attendance Tracking: Ability to do customized absence reporting to track frequency and type of absences within specific time parameters. Includes ability

to benchmark notification triggers, and automatically produce notification letters listing absence dates.

5. **Human Resources Processing**

- Application Tracking
- Onboarding System
- Performance Management
- Learning Management
- Other

**Should consider the following functionality:**

- Provide I-9 tracking and reporting.
- Provide background check administration.
- Provide EEO tracking and reporting.
- Ability to track safety and worker's compensation information.
- Ability to track applicants via online hiring.
- Employee screening.

6. **Leave Request** should include the following functionality:

- Employee access to submit online leave requests based on available leave balances.
- Multi-level approval process by designated approval groups.
- Automatic posting of approved leave to time and attendance solution.
- Ability to accurately manage employee hours for reporting, administration, and tracking.
- Ability to perform necessary compliance, reporting, and tracking requirements

7. **Employee Self-Service Employee** should have the following functionality:

- Ability to log into one self-service portal for time keeping, payroll and benefits management.
- Access to manage and view leave balances and submit leave requests.
- Access to view, download and print prior period pay stubs.
- Access to view, download and print W-2's.
- Ability to view and change current deductions within approved time periods.
- Ability to view and change pay distributions. Changes to deductions and pay distributions must be approved before becoming effective.
- Access to select benefit elections during open enrollment time period.
- Ability to submit benefit changes based on qualifying events.
- Ability to view and update contact and emergency information.
- Automated update available to identified external systems with employee contact changes.
- Ability to submit W-4 changes.
- Integration with HR and Payroll processing and software.

8. **Reporting** should have the following functionality:

- Predefined and ad hoc / customizable reporting options
- Ability to export reports into Excel

9. **Ongoing training** should have the following functionality:
  - Provide ongoing webinar training offerings for new hires and refresher training for existing users (end users, supervisors, and administrators).
  
10. **Technical Requirements and Security:** The following technical requirements should be considered:
  - Process to protect against unauthorized access to any preprinted check stock.
  - Geo Fencing for multiple sites
  - Security measures to protect against unauthorized access to electronic signatures, PIN's, intrusion, access, data corruption, against issuance of unauthorized payments, bank credits, etc.
  - Security measures in place to ensure payroll information is secure within the vendor's system. Describe if cloud-based services are available or if physical services are required.
  - Provide two-factor sign on authentication

## SECTION 3 PROPOSAL INSTRUCTIONS

### 3.1 General Information

- A. The terms “solicitation” and “Request for Proposals (RFP)” are used interchangeably, and the terms “offer” and “proposal” are used interchangeably. The terms “Proposer,” “Contractor” and “Offeror” are also used interchangeably.

Interested firms may submit proposals until proposal closing as listed in the Proposal Calendar in Section Proposals received after the time specified may not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) will not be considered. Proposals must be delivered or mailed to

Hill Country Transit District  
Attn: Raymond Suarez, Interim General Manager  
P.O. Box 217 (mailing)  
906 S. High St. (delivery)  
San Saba, Texas 76877

- A. In cases where communication is required between bidders and the HCTD, such as requests for information, instruction, and clarification of specifications, such communication shall be forwarded via email to James Wickham, at [jwickham@takethehop.com](mailto:jwickham@takethehop.com) by the indicated deadline. The subject line of electronic communications must reference the RFP number and title.
- B. Submitting a proposal constitutes a firm offer to HCTD for ninety (90) days from the closing date.
- C. HCTD is not responsible for any cost or expense that may be incurred by the Proposer before the execution of a contract, including costs associated with preparing a proposal or interviews.

### 3.2 Reservations

- A. HCTD reserves the right to waive informalities or irregularities in proposals, to accept or reject any or all proposals, to cancel this RFP in part or in its entirety, and to re-advertise for proposals if it is in the best interest of the Authority. HCTD shall be the sole judge of what is in its best interest with respect to this RFP.
- B. HCTD also reserves the right to award a contract solely on the basis of the initial proposal without interviews or negotiations. Therefore, offers should be submitted to HCTD on the most favorable terms possible, from a cost or price and technical standpoint.

### 3.3 Proposer’s Responsibilities

- A. By submitting a proposal, the Proposer represents that:
1. The Proposer has read and understands the RFP and the proposal is made in accordance with the RFP requirements and instructions.
  2. The Proposer possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to HCTD; and
  3. It is authorized to transact business in the State of Texas.
- B. Before submitting a proposal, the Proposer should make all investigations and examinations necessary to ascertain site or other conditions and requirements affecting the full performance of the contract.

### **3.4 Authorization to Propose**

If an individual doing business under a fictitious name makes the proposal, the proposal should so state. If the proposal is made by a partnership, the full names and addresses of all members of the partnership must be given and one principal member should sign the proposal. If a corporation makes the proposal, an authorized officer should sign the proposal in the corporate name. If the proposal is made by a joint venture, the full names and addresses of all members of the joint venture should be given and one authorized member should sign the proposal.

### **3.5 Withdrawal & Incomplete Proposals**

- A. Proposals may be withdrawn upon written request received by HCTD before proposal closing. Withdrawal of a proposal does not prejudice the right of the Proposer to submit a new proposal, provided the new proposal is received before the closing date.
- B. Incomplete proposals may render the proposal non-responsive.

### **3.6 Modification of Proposals**

Any proposal modifications or revisions received after the time specified for proposal closing may not be considered.

### **3.7 Unbalanced Proposals**

HCTD may determine that an offer is unacceptable if the prices proposed are materially unbalanced. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work.

### **3.8 Protests**

- A. The following protest procedures will be employed for this procurement. For the purposes of these procedures, “days” shall mean business days of HCTD administrative personnel which are days other than a Saturday, Sunday or legal holiday observed by HCTD for such administrative personnel.
- B. **Pre-Submittal.** A pre-submittal protest is received prior to the proposal due date. Pre-submittal protests must be received by the Authority, in writing and addressed to HCTD’s Procurement staff, no later than five (5) days before the bid closing date.
- C. **Post-Submittal/Pre-Award.** A post-submittal/pre-award protest is a protest against making an award and is received after receipt of proposals but before award of a contract. Post-submittal protests must be received by the Authority, in writing and addressed to the HCTD’s Procurement staff, no later than five (5) days after the bid closing date.
- D. **Post-Award.** Post-Award protests must be received by the Authority, in writing and addressed to HCTD’s Procurement staff, no later than five (5) days after the date of the Notice of Intent to Award.
- E. HCTD’s Procurement staff shall respond in writing within five (5) days from the date of the written request. If the protester is not satisfied with the response of the Procurement staff, the protester may appeal in writing to HCTD’s Interim General Manager within five (5) days from the date of the Procurement’s staff’s response.

- F. The Interim General Manager will decide if the protest and the appeal (if any) have been given fair and reasonable consideration, or if additional consideration is warranted. The Interim General Manager response will be provided within ten (10) days after receipt of the request. The Interim General Manager decision is final and no further action on the protest shall be taken by the HCTD.
- G. By written notice to all parties, HCTD's Procurement staff may extend the time provided for each step of the protest procedures, extend the date of notice of award, or postpone the award of a contract if deemed appropriate for protest resolution.
- H. Protesters shall be aware of the Federal Transit Administration's (FTA) protest procedures with the FTA Regional Office (ref: FTA Circular 4220.1F) If federal funding is involved, FTA will review protests from a third party only when: 1) a grantee does not have a written protest procedure or fails to follow its procedure, or fails to review a complaint or protest; or 2) violations of specific federal laws or regulations have occurred.
- I. An appeal to FTA must be received by FTA's regional office within five (5) working days of the date the protester learned or should have learned of HCTD's decision. Protests shall be addressed to: Regional Administrator, FTA Region 6, 819 Taylor Street, Room 14A02 Fort Worth, TX 76102.

### **3.9 Disadvantaged Business Enterprise (DBE) Requirements**

The recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments.
2. Assessing sanctions.
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. §26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

## **SECTION 4. PROPOSAL SUBMISSION, EVALUATION AND AWARD**

### **4.1 Proposal Format**

Proposals shall be submitted as follows.

- A. The proposal package consists of four (4) volumes.
- B. All copies and originals shall have the RFP number and name, the offeror's identity, volume number and volume title printed on the cover page.
- C. Volumes shall be submitted in the following order:
  - a. Volume I – Cost/Price Proposal: One (1) original and three (3) copies
  - b. Volume II – Technical Proposal: One (1) original and three (3) copies
  - c. Volume III – Contractual: One (1) original of the completed signed solicitation documents to include DBE & subcontractor documents (if utilized), Receipt of Addenda form (if issued) and the documents listed in Section 4.4 below.

### **4.2 Volume I - Cost/Price Proposal**

- A. HCTD will evaluate cost/price proposals for reasonableness, completeness, and realism as appropriate.
- B. Detailed and summary cost proposal forms are attached as Attachment C. Proposers shall submit all costs associated with implementation, training and ongoing services as described in the Scope of Services. Costs shall be clearly itemized by necessary annual and one-time costs. Include software, hardware, training, data transfer, customization, consulting, and all attendant costs. Proposer shall also provide any other direct costs associated with this project.
- C. The costs/prices included in the cost/price proposal must be fair and reasonable and should include all items of labor, materials, and other costs necessary to perform the contract. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.
- D. Firms may propose pricing for additional services that are outside this Scope of Services. This pricing must be separate and identified as such, with a detailed description of the services proposed.

### **4.3 Technical Proposal Page Limit**

- A. The technical proposal page limit is 30 pages. If a Proposer submits a proposal exceeding this limit, HCTD may consider the pages up to the allowable number and discard all subsequent pages.



B. The following are excluded from the page count:

- Title Page
- Table of Contents
- Letter of Transmittal
- Tabs or Indices
- Additional lists of references
- Résumé/background information (please restrict to a maximum of three (3) pages per individual)

C. One page is defined as one side of a single, 8-1/2 x 11” page, with 11-point minimum font size for the substantive text. Any page over this size will be counted as two (2) pages. Any page or partial page with substantive text, tables, graphics, charts, résumés, etc. will be counted as one (1) page. Proposers may use their discretion for the font size of other materials (e.g., graphics, charts).

#### **4.4 Volume II - Technical Proposal**

A. Each technical proposal should enable the evaluation committee to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal will meet HCTD’s requirements. Each technical proposal must be so specific, detailed, and complete as to clearly and fully demonstrate that the Proposer has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase the requirements or state that “standard procedures will be employed” are inadequate to demonstrate how the Proposer will comply with the requirements of this procurement.

B. To achieve a uniform review process and obtain the maximum degree of compatibility, technical proposals must be organized as follows:

1. Title Page

Show the RFP number and title, the name of the firm, address, telephone number(s), name and title of contact person, telephone number(s), email address, facsimile number, and date.

2. Letter of Transmittal

The letter should be addressed to Raymond Suarez, Interim General Manager, and signed by a corporate officer with authority to bind the firm. The letter must contain the following:

- a. Identification of proposing firm(s), including name, address, telephone number(s) and email addresses of each subcontractor.
- b. Proposed working relationship among proposing firms (e.g., prime, subcontractor), if applicable.
- c. Name, title, address, telephone number and email address of the contact person for the project.
- d. Briefly state the firm’s understanding of the services to be performed and make a positive commitment to provide the services as specified.

3. Experience and Qualifications of Firm and Key Personnel

- a. Provide a brief synopsis of the firm, including when and where incorporated, major business activities, and a listing of officers of the company. State whether the firm is local, regional, or national and how long the firm has been in existence under current

ownership/management.

- b. This section should demonstrate the Proposer's experience, skills and qualifications of the key personnel in the area of payroll business solutions as requested in this RFP. Provide examples of Payroll and HR that the Proposer has provided and implemented for clients that:
  - (1) Saved money.
  - (2) Increased efficiencies.
  - (3) Included union payroll and/or extensive payroll code requirements.
  - (4) Transformed legacy payroll systems; and
  - (5) Successfully drove change to automate, standardized and modernize payroll.
- c. Provide resumes and references for the key personnel and discuss the unique qualifications these individuals bring to the project. Indicate whether each has worked for entities similar to HCTD and what is requested in the RFP.
- d. The offeror shall demonstrate past performance related to the scope of work. The offeror shall provide five (5) contract references both for itself and for any major subcontractor to enable HCTD to assess the quality of the offeror's major subcontractors' past performance. The referenced contracts shall be similar in scope, magnitude, and complexity to that contemplated in this RFP, and include any public sector clients. The following information shall be included for each contract:
  - (1) Name and address of contracting entity, state or local governments agency or commercial customer.
  - (2) Contract type.
  - (3) Contract value.
  - (4) Brief description of services required under the contract, including performance location(s) and performance period.
  - (5) Name, telephone number, and e-mail address of individual able to provide information about offeror's past performance.
- e. Provide an organizational chart showing how the account will be staffed in all functional areas. Indicate how the local staff will be supported by other regional or national staff and the reporting relationships between local staff and other firm management staff, if applicable.

#### 4. Exceptions, and Omissions

- a. Exceptions. The proposal should clearly identify any exceptions to the requirements set forth in this RFP. Proposers should also review the sample terms and conditions (Attachment A) and identify any exceptions to the clauses included therein. Any exceptions to the Terms and Conditions must be provided in the Proposal documents. The Proposers' submission may be considered non-responsive in the event HCTD, and Proposer do not reach mutual agreement on any exceptions noted.
- b. Omissions. The Contractor will be responsible for providing all services which are necessary within the general parameters described in this RFP, and consistent with established industry practices, regardless of whether those services are specifically mentioned in this RFP or not.

The Proposer should clearly identify any omissions to the requirements set forth in the RFP.

5. Subcontractor Utilization Plan.

- a. Subcontractors must be approved by HCTD prior to contract award. If applicable, Proposers shall provide the following information regarding unaffiliated firms that will perform a portion of the work.
  - Company name
  - Address
  - Contact person and title
  - Telephone number, facsimile number, and email address
  - Indicate if an affiliate or subsidiary of another firm and provide details
  - Date business was established and number of years under present ownership/management
  - Services to be performed on this project
  - Resumes indicating experience, education, licenses, and certifications of key personnel that will be involved in this project
  - Provide up to five (5) current, relevant references for contracts performing similar work. Include contract amount, contract start/end dates, type of services performed, assigned Project Manager and other key personnel.
- b. Include the following signed and dated certification statement:

*“I certify that each subcontractor has been notified that it has been listed in this proposal and that each subcontractor has consented, in writing, to its name being submitted for this RFP. Additionally, I certify that I shall notify each subcontractor in writing if the award is granted to my firm, and I will make all documentation available to HCTD upon request.”*

4.5 Volume III – Contractual

- A. Financial Condition of the Firm. Financial data will be held in confidence and will not become part of the procurement file or the awarded contract file. In this section the Proposer must submit information demonstrating that it is financially sound and has the necessary financial resources to perform the contract in a satisfactory manner. The Proposer is required to permit HCTD to inspect and examine its financial statements. The Proposer shall submit the firm’s most recent unaudited financial statements as well as two (2) years of its most recent audited annual financial statements. These statements consist of Statement of Financial Position (Balance Sheet), Results of Operations (Income Statement), Statement of Cash Flow, and Statement of Retained Earnings, and applicable footnotes. Supplementary financial information may be requested as necessary.
- B. Disclosure of Investigations/Actions. Proposer must provide a detailed description of any investigation or litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, the disposition.

C. Debarment

1. The Proposer must certify (Attachment H) that is not included in the “U. S. General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs.”
2. The Proposer agrees to refrain from awarding any subcontractor of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.
3. The Proposer agrees to provide HCTD with a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

D. Lobbying

1. Pursuant to Public Law 104-65, the Proposer is required to certify that no Federal funds were used to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress or State legislature, an officer or employee of Congress or State legislature, or an employee of a member of Congress or State legislature regarding the project(s) included in this contract (see Attachment I).
2. Proposers who use non-Federal funds for lobbying on behalf of specific projects or proposals must submit disclosure documentation when these efforts are intended to influence the decisions of Federal officials. If applicable, Standard Form-LLL, "Disclosure Form to Report Lobbying", is required with the Proposer's first submission initiating the HCTD's consideration for a contract. Additionally, Disclosure forms are required each calendar quarter following the first disclosure if there has been a material change in the status of the previous disclosure. A material change includes: 1) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; 2) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or 3) a change in the officer(s) or employee(s) or Member(s) contacted to influence or attempt to influence a covered Federal action.
3. The Proposer is required to obtain the same certification and disclosure from all subcontractors (at all tiers) when the Federal money involved in the subcontract is \$100,000 or more. Any disclosure forms received by the Proposer must be forwarded to the HCTD.

E. Employee Eligibility Verification

1. The Proposer is required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a Federal work authorization program with respect to employees working in connection with the contracted services (Attachment G).
2. The Proposer shall also affirm that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under Federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3).
3. The Proposer is required to obtain the same affirmation from all subcontractors at all tiers.

F. Proposer Status and Affirmative Action

1. Vendor Registration. All firms doing business with the HCTD shall complete a Vendor Registration Form (Attachment D) unless already registered with HCTD. It is the vendors' responsibility to keep a current Form on file with the HCTD Procurement Department.
2. Affirmative Action Compliance.
  - a. Contractors and subcontractors agree to comply with Federal Transit Law, specifically 49 U.S.C. 5332 which prohibits discrimination, including discrimination in employment and discrimination in business opportunity.
    - (1) A notarized Affidavit of Civil Rights Compliance form (Attachment E).
    - (2) A completed Workforce Analysis Report Form AA1, Part 2 (Attachment F1 & F2).
  - b. For questions on these requirements, or for assistance in completing the forms, please contact HCTD's Procurement staff at 254-933-3700 ext. 2056.

4.6 Basis for Contract Award

- A. This is a "best value," competitive, negotiated source selection. Award of contract, if any, will be made to the responsive and responsible Proposer whose offer conforming to the solicitation is judged by an integrated assessment of the evaluation criteria to be the most advantageous to the Authority, price/cost and other factors considered. For this procurement, all evaluation factors other than cost/price, when combined are more important than cost/price.
- B. HCTD may select other than the lowest cost/priced, technically acceptable offer if it is determined that the additional technical merit offered is worth the additional cost in relation to other proposals received. HCTD is more concerned with obtaining excellent service than with making an award at the lowest overall cost/price to the Authority. However, the Authority will not make an award at a significantly higher overall cost to achieve only slightly superior technical features.
- C. Offerors are further cautioned that HCTD may not necessarily make an award to the Proposer with the highest technical ranking if doing so would not represent the best value to HCTD. For evaluation purposes, if proposals become more technically equivalent, then cost/price becomes more important and may be the deciding factor.

4.7 Technical Proposal Evaluation Criteria

In addition to cost/price, proposals will be evaluated by the evaluation committee on the basis of the following criteria which is listed in order of importance to the evaluation committee.

**A. Quality of Staff Proposed for this Project – 35 Points Total**

Included in this evaluation are such matters as:

1. Experience and qualifications of the key personnel proposed in accordance with this RFP.

2. Depth of knowledge and experience of firm and personnel in areas of implementing and maintaining payroll business solutions as required by the HCTD.
3. Success and experience in providing similar services to public sector clients with complex payroll structures and funding systems.
4. Overall size of professional and support staff; office location in relation to HCTD's headquarters; and other resources available.
5. History of the firm, including growth and client retention.
6. The quality and value of any previous services work performed by proposer for the HCTD.

**B. Project Approach and Completion Schedule – 35 Points Total**

Includes project management plan, firm capacity and staffing levels needed to successfully perform the required services. Also includes clarity, quality, and thoroughness of the proposal content in addressing the Scope of Services.

**C. Cost/Price Proposal – 30 Points Total**

**4.8 Presentations/Interviews/Written Responses**

Highly qualified Proposers submitting responsive and responsible proposals may be invited to interview with the evaluation committee at their own expense. The evaluation committee may also require a Proposer(s) to submit written responses to questions regarding its proposal. Proposers selected for interview will be notified.

**4.9 Consultant Selection**

- A. Based on the evaluation process described above, the Evaluation Committee will determine the best-qualified firm/team(s) for this procurement and contract negotiations will begin immediately with the selected firms.
- B. If negotiations are successful, the Evaluation Committee will recommend award to the best-qualified firm(s)/team(s).
- C. Authorization for the Contractor to begin work on the project will be issued by the Procurement department upon contract execution. Any work provided by Contractor at the request of the Human Resources department prior to official notice is at Contractor's risk and may not be considered eligible for reimbursement.

## **ATTACHMENT A-1. CONTRACT TERMS AND CONDITIONS**

### Administration

This Contract is between HCTD and the Contractor who will be responsible for providing the goods and/or performing the services described herein. HCTD is not party to defining the division of work between the Contractor and its Subcontractors, if any, and the Specifications and/or Scope of Work has not been written with this intent.

Contractor represents that it has or will obtain all duly licensed and qualified personnel and equipment required to perform hereunder. Contractor's performance under this Contract may be monitored and reviewed by HCTD Procurement Officer. Reports and data required to be provided by Contractor shall be delivered to HCTD Procurement Officer. Questions by Contractor regarding interpretation of the terms, provisions, and requirements of this Contract shall be addressed to HCTD Procurement Officer for response.

### Notification of Delay

Contractor will notify HCTD Procurement Officer as soon as Contractor has, or should have, knowledge that an event has occurred which will delay delivery or start-up of services. Within five days, Contractor will confirm such notice in writing furnishing as many details as is available.

### Request for Extension

Contractor agrees to supply, as soon as such data are available, any reasonable proofs that are required by HCTD Procurement Officer to make a decision of any request for extension. HCTD Procurement Officer will examine the request and any documents supplied by Contractor and will determine if Contractor is entitled to an extension and the duration of such extension. HCTD Procurement Officer will notify Contractor of the decision in writing. It is expressly understood and agreed that Contractor will not be entitled to damages or compensation and will not be reimbursed for losses on account of delays resulting from any cause under this provision.

### Contract Changes

Any proposed change in the contract will be submitted to HCTD for its prior written approval and HCTD will make the change by a Change Order if agreed upon by both parties in writing. Each written Change Order will expressly include any change in the Contract price or delivery schedule. No oral order or conduct by HCTD will constitute a Change Order unless confirmed in writing by HCTD.

### Instructions by Unauthorized Third Persons

In accordance with subsection 5-4, Contract Changes, of the solicitation, HCTD Procurement Officer or his or her authorized representative are the only persons authorized to make changes within the general scope of the Contract.

Any instructions, written or oral, given to Contractor by someone other than HCTD Procurement Officer or his or her authorized representative, which are considered to be a change in the Contract, will not be considered as an authorized Contract change. Any action on the part of Contractor taken in compliance with such instructions will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change.

### Cost or Price Analysis

HCTD reserves the right to conduct a cost or price analysis for any purchase. HCTD may be required to perform a cost analysis when competition is lacking for any purchase. Sole source procurements which result in a single Bid being received will be subject to a cost analysis which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of data to determine the effect on Bid prices. HCTD may require a Pre-Award Audit and potential Contractors shall be prepared to submit data relevant to the proposed work which will allow HCTD to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State and local regulations. Procurements resulting in a single Bid will be treated as a negotiated procurement and HCTD reserves the right to negotiate with the single Contractor to achieve a fair and reasonable price. If a negotiated price cannot be agreed upon by both parties, HCTD reserves the right to reject the single Bid. Contract change orders or modifications will be subject to a cost analysis.

### Lack of Funds

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the expiration date set forth in this Contract or in any amendment hereto, HCTD may, upon written notice to Contractor, terminate this Contract in whole or in part. Such termination shall be in accordance with HCTD's rights to terminate for convenience or default.

### Force Majeure

The timely receipt of HCTD's requirements is essential. If the requirements are not received on time in accordance with the delivery schedule, HCTD may cancel the unfilled portion of the contract for cause, purchase substitute requirements elsewhere, and recover from Contractor any increased costs, thereby incurred together with all resulting incidental and consequential damages. HCTD may also terminate for cause, purchase substitute requirements elsewhere and recover costs and damages for breach of Contractor obligations.

The Contractor shall be entitled to a reasonable extension of time from HCTD for the delays caused by damage to Contractor's and/or HCTD's property caused by fire, lightning, earthquakes, tornadoes, and other extreme weather conditions or acts of nature, power failures, riots, acts of civil or military authorities of competent jurisdiction, strikes, lockouts, and any other industrial, civil or public disturbances beyond the control of the Contractor and its subcontractors causing the inability to perform the requirements of this Contract. Any delay other than ones mentioned above shall constitute a breach of Contractor's contractual obligations.

### Taxes, Licenses, Laws, and Certificate Requirements

Contractor shall maintain and be liable for all taxes, fees, licenses, and costs as may be required by federal, state, and local laws, rules, and regulations for the conduct of business by Contractor and any subcontractors and shall secure and at all times maintain any and all such valid licenses and permits as may be required to provide the services or supplies under this Contract. If for any reason, Contractor's required licenses or certificates are terminated, suspended, revoked, lapsed, or in any manner modified from their status at the time this Contract becomes effective, Contractor shall immediately notify HCTD in writing of such condition.

Contractor will give all notices and comply with all federal, state, local and HCTD laws, ordinances, rules, regulations, standards, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in these General Provisions of the Contract and the other Contract Documents. If the Contract Documents are at variance therewith in any respect, any necessary changes shall be adjusted by



appropriate modification. Omission of any applicable laws, ordinances, rules, regulations, standards, or orders by HCTD in the Contract Documents shall be construed as an oversight and shall not relieve the Contractor from his obligations to meet such fully and completely. Upon request, Contractor shall furnish to HCTD certificates of compliance with all such laws, orders and regulations. Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under the Contract.

Applicable provisions of all federal, state, and local laws, and of all ordinances, rules, and regulations shall govern any and all claims and disputes which may arise between person(s) submitting a Bid response hereto and HCTD, by and through its officers, employees and authorized representatives, or any other persons, natural and otherwise, and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

### Defective Work, Materials or Services

When and as often as HCTD determines that the work, materials, or services furnished under the Contract are not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to Contractor. Within seven (7) calendar days of receiving such written notification, Contractor must supply HCTD with a written detailed plan which indicates the time and methods needed to bring the work, materials, or services within acceptable limits of the Contract. HCTD may reject or accept this plan at its discretion. In the event this plan is rejected, the work, materials, or services will be deemed not accepted and returned to Contractor at Contractor's expense. This procedure to remedy defects is not intended to limit or preclude any other remedies available to HCTD by law, including those available under the Uniform Commercial Code.

### Assignment

Contractor shall not assign any interest, obligation, or benefit under or in this Contract or transfer any interest in the same, whether by assignment or notation, without the prior written consent of HCTD. If an assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of Contractor. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender. An assignment may be conditioned upon the posting of bonds, securities and the like by the assignee and the assignee must assume the written Contract and be responsible for the obligations and liabilities of Contractor, known and unknown, under this Contract and applicable law.

HCTD may assign its rights and obligations under the Contract to any successor to the rights and functions of HCTD or to any governmental agency to the extent required by applicable laws or governmental regulations, or to the extent HCTD deems necessary or advisable under the circumstances.

### Indemnification and Hold Harmless

To the maximum extent permitted by law, and except to the extent caused by the sole negligence of HCTD, and except to the extent caused by decisions, omissions or actions made in good faith, with the care that an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner which is believed to be in the best interests of HCTD, Contractor shall indemnify, defend, and hold harmless HCTD, their appointed officials, officers, agents, and employees, from and against any and all claims, suits, actions, losses, costs, penalties, and damages of any kind or nature whatsoever arising out of, in connection with, or incident to the services provided by or on behalf of Contractor, including, but not limited to, reasonable attorney fees, expert expenses and costs of litigation. In addition, Contractor shall, at HCTD's option, assume the defense of HCTD and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incident to such indemnified services, and shall pay all defense expenses, including reasonable attorney's fees, expert fees, and costs incurred by HCTD on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against HCTD by an employee or former employee of Contractor or its subcontractors, and Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects HCTD only, under any industrial insurance act, other than the Worker's Compensation Act, the Disability Benefit Act, or other employee benefit act of any jurisdiction, which would otherwise be applicable in the case of such claim. This indemnification obligation shall also obligate Contractor to protect, indemnify, defend, and save harmless HCTD, their appointed

officials, officers, officials, agents, and employees from any and all claims or lawsuits alleging a violation of a third party's copyright or patent rights arising out of, or in connection with, Contractor's provision of services under this Contract. Notwithstanding anything provided in this Subsection, HCTD retains the right to provide its own defense against any suits, claims, or actions, and to assess any costs of such defense to Contractor, including reasonable attorney's fees, expert witness fees, and court costs.

### Applicable Law and Forum

All work done pursuant to any contract resulting from this RFP will be governed by and construed according to the regulations of the Federal Transit Administration and the laws of the State of Texas. Further, the successful Contractor shall abide by all federal, state, and local laws, codes, and ordinances governing any areas(s) in which a service is rendered and shall have all required permits, licenses, agreements, tariffs, bonding, and insurance required by same. No claims for additional payment shall be approved for changes required to comply with any such requirements. Any actions arising here from shall be filed in the County of San Saba, Texas and the Federal Transit Administration if applicable.

### Attorney Fees

In the event either party shall engage the services of an attorney or other professional due to the default of the other party, the defaulting (non-prevailing) party shall pay all legal costs and fees, including attorney's fees, incurred by the non-defaulting (prevailing) party in enforcing its rights.

### HCTD Employees Ethics

Hill Country Transit District has implemented a policy regarding Employees Ethics. These policies shall apply to HCTD employees involved in procurement. It is a breach of ethical standards for any HCTD employee to participate directly or indirectly in a procurement when the employee knows:

- A. The employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
- B. A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- C. Any other person, business, or organization with whom the employee or any member of employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement. In addition, any persons acting as members of an evaluation committee for any procurement shall, for the purposes of the procurement, be bound by conditions of this Section. Throughout the bid/proposal evaluation process and subsequent contract negotiations, offerors shall not discuss or seek specific information about this procurement, including but not limited to, the contents of submissions, the evaluation process or the contract negotiations, with members of any evaluation committee, HCTD Board of Directors, or other HCTD employees other than the designated HCTD Procurement Department staff.

### Conflicts of Interest and Non-Competitive Practices

1. Conflict of Interest – Contractor by entering into this Contract with HCTD to perform or provide work, services, or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed and/or provided under this Contract and that it shall not employ any person or agent having any such interest. In the event that Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, is shall immediately disclose such interest to HCTD and take action immediately to eliminate the conflict or to withdraw from this Contract, as HCTD may require.

2. Contingent Fees and Gratuities – Contractor, by entering into this Contract with HCTD to perform or provide work, services, or materials, has thereby covenanted:
  - A. No person or selling agency except bona fide employees or designated agents or representatives of Contractor has been or will be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
  - B. No gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Contractor or any of its agents, employees, or representatives, to any official, member or employee of HCTD or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

### Conflicts of Interest – Current and Former Employees

HCTD seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former HCTD employees in transactions with HCTD. Consistent with this policy, no current or former HCTD employee may contract with, influence, advocate, advise, or consult with a third party about a HCTD transaction, or assist with the preparation of Bids submitted to HCTD while employed by HCTD or within one (1) year after leaving HCTD’s employment, if he/she participated in determining the work to be done or process to be followed while a HCTD employee.

Furthermore, no member, officer, or employee of HCTD during their tenure or for two (2) years thereafter will have any financial interests, direct or indirect, in this Contract or the proceeds thereof.

### Other Public Agency Orders

Other federal, state, county, and local entities may utilize the terms and conditions established by this Contract. HCTD does not accept any responsibility or involvement in the purchase orders or contracts issued by other agencies.

### Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision.

### Non-waiver of Breach

No action or failure to act by HCTD shall constitute a waiver of any right or duty afforded to HCTD under the Contract; nor shall any such action or failure to act by HCTD constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by HCTD in writing.

### Use of HCTD’s Name in Contractor Advertising or Public Relations

HCTD reserves the right to review and approve all HCTD-related copy prior to publication. Contractor will not allow HCTD-related copy to be published in Contractor's advertisements or public relations programs until submitting HCTD-related copy and receiving prior written approval from HCTD Procurement Officer or HCTD Board Chair. Contractor will agree that published information on HCTD or its program will be factual, and in no way imply that HCTD endorses Contractor's firm, service, or product.

## ATTACHMENT A-2. SPECIFIC CONTRACTUAL TERMS & CONDITIONS

### Contract

A Contract shall be issued referencing this solicitation. Contract shall define and authorize the work by Contractor based on the negotiated fees agreed to by HCTD. The Contract(s) issued by HCTD may reflect agreed to modification of Contract terms, funding, or other matters subject to subsection 5-4, Contract Changes.

### Contract Documents and Precedence

The documents constituting the Contract between HCTD and Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, the following order of precedence shall be applied:

- 1) Any required federal, state or local regulations that may not be altered by HCTD;
- 2) Contract;
- 3) Contract amendments;
- 4) Results of negotiations;
- 5) Solicitation and all issued addenda and approved equals;
- 6) Any optional federal regulations elected by HCTD as expressly set forth herein;
- 7) Clarifications of and amendments to Contractor's proposal as accepted by HCTD; and
- 8) Contractor's proposal and Attachments, and all clarifications and amendments issued prior to contract award.

### Contract Term

The term of the Contract shall be effective with the issuance of the Notice to Proceed. The Contract Term is defined in Section 2, Scope of Work.

### Payment Procedures

Payments for services rendered and expenses incurred shall be made after presentation of Contractor's proper invoices. Such invoices shall be computed in accordance with the fee schedule agreed to by HCTD and Contractor, and incorporated into the final contract, and are due and payable within thirty (30) days of receipt of a correct invoice as agreed upon by HCTD. The monthly amount payable is based on the annual management fee payable. Contractor also agrees to supply, with each invoice, additional information as may be requested by HCTD.

HCTD may, at any time, conduct an audit of any and/or all records kept by the Contractor for this project. Any overpayment uncovered in such an audit may be charged against the Contractor's future invoices. HCTD may withhold payment for services it believes were improper, failed to meet with project specifications, or are otherwise questionable.

Invoices should be submitted to: [hctdap@takethehop.com](mailto:hctdap@takethehop.com)

### Advance Payment Prohibited

No advance payment shall be made for the work furnished by Contractor pursuant to this Contract.

### Prompt Payment to Subcontractors

The Contractor is required to pay each first tier Subcontractor for all work that the Subcontractor has performed to

the satisfaction of HCTD, no later than thirty (30) calendar days after the Contractor has received payment from HCTD for that work, and each tier of Subcontractors must likewise pay the next lower tier of Subcontractors within thirty (30) calendar days after receiving payment. If this Contract provides for retainage, the Contractor must remit to each first-tier Subcontractor its share of any retainage within thirty (30) days after receipt of such retainage from HCTD, and each tier of Subcontractors must likewise remit retainage to the next lower tier of Subcontractors within thirty (30) calendar days after receiving payment. If this Contract does not provide for retainage, then neither Contractor nor any Subcontractor may withhold retainage from a Subcontractor. The requirements of this paragraph must be stated in all of the Contractor's subcontracts.

A delay in or postponement of payment to a Subcontractor requires good cause and prior written approval by HCTD Procurement Officer or his or her designee. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.

HCTD will not pay the Contractor for work performed unless and until the Contractor ensures that each Subcontractor has been promptly paid under all previous payment requests, as evidenced by the filing with HCTD of lien waivers (if applicable), canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a prompt payment affidavit, (form to be provided by HCTD) which identifies each Subcontractor and the date and amount of the last payment to such Subcontractor, with every payment request filed with HCTD, except for the first payment request.

Failure to comply with these prompt payment requirements is a breach of the Contract which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors is subject to the provisions of 2 C.F.R. part 180.

#### Express Warranties for Services

Contractor warrants that the services shall in all material respects conform to the requirements of this Contract. Contractor warrants that qualified professional personnel with in-depth knowledge shall perform the services in a timely and professional manner; and that the services shall conform to the standards generally observed in the industry for similar services. Contractor warrants that the services shall be in compliance with all applicable laws, rules, and regulations.

#### Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate, or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim or right, privilege or benefit, which would accrue to an employee.

#### Notices

Any notice which is required to be given hereunder shall be deemed sufficiently given or rendered if such notice is in writing and is delivered personally or sent by certified mail, postage prepaid, return receipt requested, or by a national overnight courier service to the following addresses:

Hill Country Transit District  
P. O. Box 217 (for United States Postal Service delivery only)  
906 S. High Street (for non-USPS delivery such as FedEx, UPS, or other delivery service)  
San Saba, TX 76877

Any notice given hereunder by personal delivery or express mail shall be deemed delivered when received. Any properly addressed notice given herein by certified mail shall be deemed delivered when the return receipt therefore

is signed, or refusal to accept the mailing by the addressee is noted thereon by the postal authorities. Either party may, at any time, change its address for the above purposes by sending a notice to the other party stating the change and setting forth the new address.

### Non-Disclosure of Data

Data provided by HCTD either before or after Contract award shall only be used for its intended purpose. Contractors, vendors, and subcontractors shall not utilize or distribute HCTD data in any form without the prior express written approval of HCTD.

### Non-Disclosure Obligation

While providing the work required under this Contract, Contractor might encounter licensed technology, software, documentation, drawings, schematics, manuals, data, or other materials marked "Confidential," "Proprietary," or "Business Secret." Contractor shall, with regard to such information and material received or used in performance of this Contract, employ practices no less than those used for the protection of Contractor's own confidential information.

The Contract imposes no obligation upon Contractor with respect to confidential information which Contractor can establish that: a) was in the possession of, or was rightfully known by Contractor without an obligation to maintain its confidentiality prior to receipt from HCTD or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by Contractor without the participation of individuals who have had access to HCTD's or the third party's confidential information. Contractor may disclose confidential information if so required by law, provided that Contractor notifies HCTD that the third party of such requirement prior to disclosure.

### Public Disclosure Requests

Contracts shall be considered public documents and, with exceptions provided under public disclosure laws, will be available for inspection and copying by the public.

If a Contractor considers any portion of any documents which may be delivered to HCTD pursuant to this Contract to be protected under the law, Contractor shall clearly identify each such item with words such as "Confidential," "Proprietary," or "Business Secret." If a request is made for disclosure of any such document, HCTD will determine whether the document should be made available under the law. If the document or parts thereof are determined by HCTD to be exempt from public disclosure, HCTD will not release the exempted document. If the document is not exempt from public disclosure law, HCTD will notify Contractor of the request and allow Contractor five (5) days to take whatever action it deems necessary to protect its interests. If Contractor fails or neglects to take such action within said period, HCTD will release the document deemed subject to disclosure. By signing a Contract, Contractor assents to the procedure outlined in this paragraph and shall have no claim against HCTD on account of actions taken under such procedure.

### Ownership of Data

Subject to the rights granted Contractor pursuant to this Agreement, all right, title and interest in and to the data collected and developed during the performance of this contract shall at all times remain the sole and exclusive property of HCTD. Contractor shall surrender all such data to HCTD prior to submitting an invoice for final payment.

### Counterparts

This Contract may be signed in two (2) counterparts, each of which shall be deemed an original and which shall together constitute one (1) Contract.

### Contractual Relationships

No contractual relationship will be recognized under the Contract other than the contractual relationship between HCTD and Contractor.

## **ATTACHMENT A-3. FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS**

The Purchaser and Contractor agree and acknowledge:

### No Federal Government Commitment or Liability to Third Parties

Except as the Federal Government expressly consents in writing, the Recipient agrees that:

1. The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third-Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement; and
  2. Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third-Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third-Party Participant or other entity or person that is not a party (FTA or the Recipient) to the Underlying Agreement.

### Access to Third-Party Contract Records

The Recipient agrees to require, and assures that each of its Subrecipients will require, its Third-Party Contractors at each tier to provide:

- A. The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all Third-Party Contract records (at any tier) as required under 49 U.S.C. § 5325(g); and
- B. Sufficient access to all Third-Party Contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure.

### Changes to Federal Requirements

The Recipient agrees to include notice in each Third-Party Agreement that:

- A. Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and
- B. Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

### Civil Rights

The following Federal Civil Rights laws and regulations apply to all contracts.

- A. Federal Equal Employment Opportunity (EEO) Requirements. These includes, but are not limited to:
  - a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
  - b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race,



color, religion, sex, or national origin.

- B. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
- C. Nondiscrimination on the Basis of Age. The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
- D. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.
- E. Equal Opportunity: The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.
  - I. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
  - II. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - III. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial

Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

IV. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. §5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

V. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

#### Incorporation of Federal Transit Administration (FTA) Terms

The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

#### Energy Conservation

The Recipient agrees to, and assures that its Subrecipients will, comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, “Requirements for Energy Assessments,” 49 C.F.R. part 622, subpart C.

#### Veterans Preference

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- A. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a Third-Party Contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and
- B. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

#### False or Fraudulent Statements or Claims

- A. Civil Fraud. The Recipient acknowledges and agrees that:
  - I. Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. DOT

regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31.

- II. By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government.
- III. The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.
  - B. Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

#### Disadvantaged Business Enterprises

The recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- A. Withholding monthly progress payments;
- B. Assessing sanctions;
- C. Liquidated damages; and/or
- D. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. §26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

#### Fly America

The recipient agrees to comply with the air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 – 301-

10.143.

ADA Access

The Recipient agrees to comply with the following federal prohibitions against discrimination based on disability:

A. Federal laws, including:

- I. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities;
- II. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
  - a. For FTA Recipients generally, Titles I, II, and III of the ADA apply; but
  - b. For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer;”
- III. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;
- IV. Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
- V. Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

B. Federal regulations and guidance, including:

- I. U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37;
- II. U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27;
- III. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38;
- IV. U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39;
- V. U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35;
- VI. U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36;
- VII. U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630;
- VIII. U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and

Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, subpart F;

- IX. U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194;
- X. FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609;
- XI. FTA Circular 4710.1, “Americans with Disabilities Act: Guidance;” and
- XII. Other applicable federal civil rights and nondiscrimination regulations and guidance.

#### Special Notification Requirements for States

- A. Types of Information. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
  - I. The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
  - II. The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
  - III. The amount of federal assistance FTA has provided for a State Program or Project.
- B. Documents. The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

#### Termination

All contracts in excess of \$10,000 must address termination for cause by the non-federal entity including the manner by which it will be effected and the basis for settlement.

#### Termination

- a. Termination for Convenience (General Provision) HCTD 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 for the work it has completed consistent with its contract requirements. No contract close-out costs and lost profits shall be paid to the Contractor. Termination will be effected by written notice at least ten (10) days prior to termination date. If the Contractor has any property in its possession belonging to HCTD, the Contractor will account for the same, and dispose of it in the manner HCTD directs.
- b. Termination for Default [Breach or Cause] If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, HCTD 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 HCTD 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, HCTD, 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 HCTD in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) business 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 HCTD'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 HCTD setting forth the nature of said breach or default, HCTD 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 HCTD 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 HCTD elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by HCTD shall not limit HCTD's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. Termination for Convenience of Default (Cost-Type Contracts) HCTD may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of HCTD 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 HCTD, or property supplied to the Contractor by HCTD. If the termination is for default, HCTD 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 HCTD and the parties shall negotiate the termination settlement to be paid the Contractor. If the termination is for the convenience of HCTD, the Contractor shall be paid as provided for in Section 7-13 (a).

#### Debarment and Suspension

The Recipient agrees to the following:

- A. It will comply with the following requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200.
- B. It will not enter into any “covered transaction” (as that phrase is defined at 2 C.F.R. §§ 180.220 and 1200.220) with any Third- Party Participant that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by—
  - I. U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200;
  - II. U.S. OMB regulatory guidance, “Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180; and
  - III. Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended Recipients or Third-Party Participants.
- C. It will review the U.S. GSA “System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs,” if required by U.S. DOT regulations, 2 C.F.R. part 1200.
- D. It will ensure that its Third-Party Agreements contain provisions necessary to flow down these suspension and debarment provisions to all lower tier covered transactions.
- E. If the Recipient suspends, debars, or takes any similar action against a Third-Party Participant or individual, the Recipient will provide immediate written notice to the:
  - I. FTA Regional Counsel for the Region in which the Recipient is located or implements the

- Underlying Agreement;
- II. FTA Headquarters Manager that administers the Grant or Cooperative Agreement; or
- III. FTA Chief Counsel.

### Never Contract with the Enemy

The Recipient agrees to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

### Resolution of Disputes, Breaches, or Other Litigation

#### A. FTA Interest

FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

#### B. Notification to FTA; Flow Down Requirement

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its sub-agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- I. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- II. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- III. Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This

notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

#### C. Federal Interest in Recovery

The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.

#### D. Enforcement

The Recipient must pursue its legal rights and remedies available under any Third-Party Agreement or any federal, state, or local law or regulation.

#### E. Agency Process

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 HCTD Board of Directors. This decision shall be final and conclusive unless within five (5) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to HCTD Board Chair. 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 HCTD Board Chair shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by HCTD, 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 therefor 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 HCTD 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 of Texas, San Saba County or Bell County.

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 HCTD or the 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.

#### Lobbying Restrictions

The Recipient agrees that neither it nor any Third-Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:

- A. Laws, Regulations, Requirements, and Guidance. This includes:
  - I. The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended;



- II. U.S. DOT regulations, “New Restrictions on Lobbying,” 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended; and III. Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature; and
- B. Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.
- C. Political Activity. The Recipient agrees to comply with:
- I. The Hatch Act, 5 U.S.C. chapter 15, which limits the political activities of state and local government agencies supported in whole or in part with federal assistance, including the political activities of state and local government officers and employees whose principal governmental employment activities are supported in whole or in part with federal assistance;
  - II. U.S. Office of Personnel Management regulations, “Political Activity of State or Local Officers or Employees,” 5 C.F.R. part 151; and
  - III. 49 U.S.C. § 5323(1)(2) and 23 U.S.C. § 142(g), which limits the applicability of the Hatch Act, as follows:
    - a. The Hatch Act does not apply to nonsupervisory employees of a public transportation system, or any other agency or entity performing related functions, based upon the Award of federal assistance under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2); but
    - b. Notwithstanding the preceding section 4(e)(3)(ii) of this Master Agreement, the Hatch Act does apply to a nonsupervisory employee if imposed for a reason other than the Award of federal assistance to its employer under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2).
- D. Lobbying and Disclosure Certification

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

#### Environmental Protection (Clean Air and Clean Water)

The Recipient agrees to comply with the regulations within the Clean Air Act (42 U.S.C. §§ 7401 - 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 - 1388), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 - 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 - 1388). Violations must be reported to the 64 Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

### **Operations/Management Related Clauses**

#### Recycled Products

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection

Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

### Transit Employee Protective Arrangement

As a condition of award of federal assistance appropriated or made available for FTA programs involving public transportation operations, the Recipient agrees to comply and assures that each Third-Party Participant will comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

(1) U.S. DOL Certification. When its Award, the accompanying Underlying Agreement, or any Amendments thereto involve public transportation operations and are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307 – 5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements before FTA may provide federal assistance for that Award. The Recipient agrees that the certification issued by U.S. DOL is a condition of the Underlying Agreement and that the Recipient must comply with its terms and conditions.

(2) Special Warranty. When its Underlying Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The Recipient agrees that its U.S. DOL Special Warranty is a condition of the Underlying Agreement and the Recipient must comply with its terms and conditions.

(3) Special Arrangements for Underlying Agreements for Federal Assistance Authorized under 49 U.S.C. § 5310. The Recipient agrees, and assures that any Third-Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to any Subrecipient participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

### Charter Services Operations

The contractor agrees to comply with FTA’s Charter Service Regulations (49 CFR Part 604), which implement 49 U.S.C. 5323(d), protect private charter operators from unauthorized competition from FTA grant recipients.

### School Bus Operations

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(f); 2. FTA regulations, “School Bus Operations,” 49 C.F.R. part 605; 3. Any other Federal School Bus regulations; or 4. Federal guidance, except as FTA determines otherwise in writing. If Contractor violates this School Bus Agreement, FTA may: 1. Bar the Contractor from receiving Federal assistance for public transportation; or 2. Require the contractor to take such remedial measures as FTA considers appropriate. When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities. The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

### Drug Use and Alcohol Program

The contractor agrees to comply with a drug and alcohol program that has a third party contractor(s) who perform safety-sensitive functions must comply with FTA's substance abuse management program under 49 C.F.R. part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations." Under 49 C.F.R. § 655.4, Safety-sensitive function means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

1. Operating a revenue service vehicle, including when not in revenue service;
2. Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
3. Controlling dispatch or movement of a revenue service vehicle;
4. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services;
5. Carrying a firearm for security purposes. Additionally, third party contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."

Prohibition on certain telecommunications and video surveillance services or equipment

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

- I. Procure or obtain;
- II. Extend or renew a contract to procure or obtain; or
- III. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - b. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and

technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

#### Contract work Hours and Safety Standards Act

All contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts.

## **ATTACHMENT A-4. TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) REQUIREMENTS**

The Purchaser and Contractor acknowledge and agree

### 34 TAC §20.585 Debarment

The State of Texas, in order to protect the interests of the state may:

- A. Conduct an investigation upon a complaint regarding a contractor's acts and omissions in procurement or performance of that contract where the complaint may constitute cause for debarment;
- B. Cancel one or more of the contractor's active or pending contracts upon a complaint regarding the contractor's acts and omissions in procurement or performance of that contract where the complaint may constitute cause for debarment;
- C. Assess actual damages and costs incurred due to contractor's failure to perform as specified in the contract;
- D. Debar contractor for a specified period of time; and
- E. Take any other action authorized by law.

### §231.006 Family Code Child Support Obligation Certification

Under Section 231.006(d) of the Texas Family Code, the Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified GRANT and acknowledges that this Agreement may be terminated and payment or grant funds may be withheld if this certification is inaccurate.

### §2252.903 Gov't Code Debts and Delinquencies Affirmations

Sub-recipient agrees that any payments due it under the Agreement shall be applied toward any debt or delinquency that is owed to the State of Texas.

### §444.190 Gov't Code Disaster Recovery Plan

In accordance with 13 TAC (Texas Administrative Code) §6.94(a)(9), Sub-recipient shall provide descriptions of its business continuity and disaster recovery plans.

### §2254.033 Gov't Code Disclosure of Prior State Employment

In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, RESPONDENT certifies that it does not employ an individual who has been employed by TxDOT or another agency at any time during the two years preceding the submission of the Response or, in the alternative, RESPONDENT has disclosed in its Response the following:

- A. The nature of the previous employment with TxDOT or the other agency;
- B. The date the employment was terminated; and
- C. The annual rate of compensation for the employment at the time of its termination.

### §2271.001 Gov't Code Entities that Boycott Israel

Pursuant to Section 2271.001 of the Texas Government Code, Sub-recipient certifies that either:

- A. It meets an exception criterion under Section 2271.002, or
- B. It does not boycott Israel and will not boycott Israel during the term of this Agreement. Subrecipient shall in a writing to TxDOT state any fact(s) that make it exempt from the boycott certification.

### Federal Executive Order 13224 Excluded Parties

Sub-recipient certifies that it is not listed on the prohibited vendors list authorized by Executive Order 13224, Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.

### §2155.077(a)(2) Gov't Code False Statements

Sub-recipient represents and warrants that all statements and information prepared and submitted in this document are current, complete, true and accurate. Submitting a false statement or material misrepresentation made during

the performance of a contract is a material breach of contract and may void this agreement.

§2155.004 Gov't Code Financial Participation Prohibited Affirmation

Under Section 2155.004(b) of the Texas Government Code, Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified agreement/GRANT and acknowledges that this agreement may be terminated, and payment withheld if this certification is inaccurate.

§2252.152 Gov't Code Foreign Terrorist Organizations

Sub-recipient represents and warrants that is not engaged in business with Iran, Sudan, or a foreign terrorist organization as prohibited by Section 2252.152 of the Texas Government Code.

§2155.006 and 2261.053 Gov't Code Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified agreement/GRANT and acknowledges that this agreement may be terminated and payment withheld if this certification is inaccurate.

Chapter 552, Gov't Code and §2252.907 Gov't Code Public Information Act

Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, the Sub-recipient is required to make any information created or exchanged with the State pursuant to the Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

§2252.0012 Gov't Code Signature Authority

The Sub-recipient represents and warrants that the individual executing this Agreement is authorized to sign this Agreement on behalf of the Sub-recipient and to bind the Sub-recipient.

§2262.154 Gov't Code State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of HCTD of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

§2155.077 Gov't Code Suspension and Debarment

Sub-recipient certifies that it and its principals are not suspended or debarred from doing business with the State of Texas or federal government as listed on the State of Texas Debarred Vendor List as maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

§2262.056 (b) Gov't Code Assignment

Sub-recipient shall not assign its rights under the Agreement or delegate the performance of its duties under the Agreement without prior written approval from the TxDOT. Any attempted assignment in violation of this provision is void and without effect.

§552.372 Gov't Code Contracting Information Responsibilities

In accordance with Section 552.372 of the Texas Government Code, Sub-recipient agrees to:

- A. preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to TxDOT for the duration of the Agreement,

- B. promptly provide to TxDOT any contracting information related to the Agreement that is in the custody or possession of the Sub-recipient on request of TxDOT, and
- C. on termination or expiration of the contract, either provide at no cost to TxDOT all contracting information related to the Agreement that is in the custody or possession of the Sub-recipient or preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TxDOT. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Agreement and the Sub-recipient agrees that the Agreement can be terminated if the Sub-recipient knowingly or intentionally fails to comply with a requirement of that subchapter.

§2155.0061 Gov't Code Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, the Sub-recipient certifies that the individual or business entity named in the Agreement is not ineligible to receive the specified Agreement/GRANT and acknowledges that this Agreement may be terminated, and payment withheld if this certification is inaccurate.

**Operations/Management**

§2260.004 Gov't Code Dispute Resolution

The Recipient agrees to the dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute under this Agreement.

**ATTACHMENT A-5: 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 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Hill Country Transit District requests which would cause Hill Country Transit District to be in violation of the FTA terms and conditions.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_



## ATTACHMENT B: PROPOSAL SUBMITTAL CHECKLIST FORM

Listed below are documents that are required to be submitted in response to this Request for Proposals (RFP).

- ✓ Volume I – Cost/Price Proposal
  - ✓ Cost Proposal Form (Attachment D). One (1) original and one (3) copy.
- ✓ Volume II – Technical Proposal. One (1) original and three (3) copies.
- ✓ Volume III – Contractual
  - ✓ Incorporation of Federal Transit Administration (FTA) Terms (Attachment A-5)
  - ✓ Cost Proposal Form (Attachment C)
  - ✓ Vendor Registration Form (Attachment D); (unless already on file with HCTD). *Include this form for each Subcontractor.*
  - ✓ Affidavit of Civil Rights Compliance (Attachment E). *Include this form for each Subcontractor.*
  - ✓ Work Force Analysis Report Form (Attachment F-1 & F-2; unless already on file with HCTD).
  - ✓ Affidavit of Primary Participants Regarding Employee Eligibility Verification. (Primary and Lower-Tier) Form (Attachment G).
  - ✓ Certification of Debarment Form (Attachment H).
  - ✓ Certification of Lobbying Form (Attachment I).
  - ✓ Disadvantaged Business Enterprise (DBE) (Attachment J)
  - ✓ Non-Collusion Affidavit (Attachment K)
  - ✓ Conflict of Interest (Attachment L)
  - ✓ Prohibition of Contracts with Companies Boycotting Israel (Attachment M)
  - ✓ Proposal Affidavit (Attachment N)
  - ✓ Certification of Receipt of Addenda Form (*If issued*)
  - ✓ TxDOT Form PTN-130 (Attachment P)
  - ✓ Energy Conservation (Attachment Q)
  - ✓ Federal Changes (Attachment R)
  - ✓ No Government Obligation to Third Parties (Attachment S)
  - ✓ Program Fraud and False or Fraudulent Statements or Related Acts (Attachment T)
  - ✓ Access to Records and Reports (Attachment Q)
  - ✓ Audited Financial Statements for Past Two Years

**ATTACHMENT C: COST PROPOSAL FORM – RFP #23-0106**

**Include all charges that will be assessed with detailed explanation. Use additional page if necessary.**

<b>DESCRIPTION</b>	<b>1<sup>ST</sup> YEAR</b>	<b>2<sup>ND</sup> YEAR</b>	<b>3<sup>RD</sup> YEAR</b>	<b>4<sup>TH</sup> YEAR (OPT. YR #1)</b>	<b>5<sup>TH</sup> YEAR (OPT. YR. #2)</b>
One-time start-up/set-up costs.	\$	\$	\$	\$	\$
One-time conversion costs.	\$	\$	\$	\$	\$
Professional services and customization charges.	\$	\$	\$	\$	\$
Historical data conversion and access.	\$	\$	\$	\$	\$
Integration and building communication links with related legacy systems (if needed).	\$	\$	\$	\$	\$
Detailed annual costs for Payroll.	\$	\$	\$	\$	\$
Detailed annual costs for HR.  Subset separate pricing: Recruitment, HR & benefits, ACA, Performance management, Connections to carriers (insurance), Time keeping (may include web-based timesheets, mobile apps, touch-screen timeclocks, badge swiping and biometric technology), Attendance, Leave, schedule and other related or similar functions.	\$	\$	\$	\$	\$
Other (Provide detail):	\$	\$	\$	\$	\$
<b>TOTAL PRICING</b>	\$	\$	\$	\$	\$

The undersigned, acting as an authorized agent or officer for the Offeror, does hereby agree to provide the services on which prices are listed above and in accordance with the terms and conditions listed in the Request for Proposals.

Company Name (Type/Print) \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Telephone # \_\_\_\_\_ Email \_\_\_\_\_

**ATTACHMENT D  
HCTD VENDOR REGISTRATION FORM**

Thank you for your interest in doing business with Hill Country Transit District. To be placed on the HCTD Registered Vendors List for goods and services, please complete this form **in its entirety** and return it to the HCTD Procurement Department. Submittal of this registration form will place your company on the HCTD Registered Vendor List, but does not guarantee a solicitation. The list will be periodically purged. If you do not receive solicitations, inquire to confirm that your company remains on our list. Current business opportunities can be found in the "Doing Business with HCTD" section of our website, [www.HCTD.org](http://www.HCTD.org).

*Firms are required to submit this information to HCTD once. However, it is your responsibility to notify HCTD of any changes to your business that may affect your registration (i.e. address, contact information).*

<b>Legal Entity Name:</b>		<b>Phone:</b>	
<b>Doing Business As:</b>		<b>Toll-free Phone:</b>	
<b>Physical Address:</b>		<b>Fax:</b>	
<b>City:</b>		<b>Email:</b>	
<b>State:</b>	<b>Zip:</b>	<b>Website:</b>	
<b>Contact Person Name:</b>		<b>Title:</b>	
<b>Contact Phone:</b>		<b>Contact Email:</b>	
<b>Mailing Address:</b>		<b>Phone:</b>	
<b>City:</b>		<b>Fax:</b>	
<b>State:</b>	<b>Zip:</b>	<b>Comments:</b>	

<b>Business Type:</b>	<b>Individual</b> <input type="checkbox"/>	<b>Partnership</b> <input type="checkbox"/>	<b>Corporation</b> <input type="checkbox"/>
	<b>Limited Liability Company</b> <input type="checkbox"/>	<b>Other (Explain)</b> _____ <input type="checkbox"/>	
<b>If Incorporated, in Which State:</b>		<b>Federal Tax ID No:</b>	
<b>Years in Business:</b>		<b>Years in Business Under Current Name:</b>	

<b>Does your firm have a Data Universal Numbering System (DUNS) number as a Federal contractor? If so, please provide. DUNS numbers may be obtained free of charge from Dun &amp; Bradstreet at 1-866-705-5711 or at <a href="http://www.fedgov.dnb.com/webform">www.fedgov.dnb.com/webform</a>.</b>	<b>DUNS #</b> _____
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<b>Annual Gross Receipts.</b> This information is required by U. S. Department of Transportation and Vendors will be requested to update this information on a regular basis.	Less than \$250,000 <input type="checkbox"/>	\$250,000 to \$500,000 <input type="checkbox"/>	\$500,000 to \$1 Million <input type="checkbox"/>
	\$1 Million to 5 Million <input type="checkbox"/>	\$5 Million to 10 Million <input type="checkbox"/>	More than \$10 Million <input type="checkbox"/>

<b>Standard Invoice Terms:</b>	<b>Due Days</b>	<b>Discount Days</b>	<b>Percent</b>

<b>1. Is your firm a Disadvantaged Business Enterprise (DBE) based on the definitions and U.S. Department of Transportation certification guidelines in 49 CFR Part 26? If YES, submit a copy of a copy of your current certification from your state's UCP.</b>	YES	NO	ENCLOSED
<b>2. Is your firm a Small Business Enterprise (SBE) as defined by the U.S. Small Business Administration's Small Business Size Guidelines and 13 CFR 121? For further information on 13 CFR 121 and SBE designation refer to SBA's website at <a href="http://www.sba.gov/content/small-business-size-standards">http://www.sba.gov/content/small-business-size-standards</a></b>	YES	NO	ENCLOSED
<b>3. Is your firm a Woman-Owned Business Enterprise (WBE) or Minority Owned Business Enterprise (MBE) certified by a nationally recognized organization? If YES, please provide a copy of your certification documentation.</b>	YES	NO	ENCLOSED

**4. Does your firm meet any of these other federal business classifications?** If YES, please provide a copy of certification documents.

Service Disabled, Veteran Owned Business HubZone  SBA 8(a) Certified Business   
 Program Certified  Other \_\_\_\_\_

**DBE/SBE CERTIFICATION:** The HCTD participates in the U. S. Department of Transportation’s DBE and SBE programs. Certification in these programs is based on the regulations in 49 CFR Part 26. If your firm is interested in becoming a certified DBE or SBE, please contact HCTD’s Finance Staff at 325-372-4677 or via email at [jwickham@takethehop.com](mailto:jwickham@takethehop.com)

**WORKER ELIGIBILITY AFFIDAVIT:** As required by §285.500 RSMo, et seq., any business contracting to perform work in excess of \$5,000 for the HCTD shall provide a sworn affidavit affirming: (1) its enrollment and participation in a federal work authorization program such as U. S. Department of Homeland Security’s E-Verify, accompanied by corresponding documentation to evidence its enrollment in that program; and (2) that it does not knowingly employ any person who does not have the legal right or authorization under federal law to work in the United States. Prior to being awarded any contract with HCTD, you will be required to furnish proof of your firm’s participation in such program.

**VENDOR CERTIFICATION:** I certify that information supplied herein (including all pages attached) is correct and that neither the business entity nor any person in any connection with the business entity as a principal or officer, so far as known, is now debarred or otherwise declared ineligible from bidding for furnishing materials, supplies, or services to Hill Country Transit District or declared ineligible to participate in federally funded projects.

<b>Signature</b>		<b>Date</b>
<b>Printed Name</b>		<b>Title</b>

**The following documents must be returned:**

- Completed Vendor Registration Form
- HCTD Workforce Analysis/EEO-1 Report
- Affidavit of Civil Rights Compliance

**Return completed Vendor Registration Packet to Hill Country Transit District Attn: Christy Plemons, Finance Department,  
 P.O. Box 217 San Saba, Texas 76877  
 or email: [jwickham@takethehop.com](mailto:jwickham@takethehop.com)**

*NOTE: Vendors will be required to submit a signed IRS W9 form prior to authorization of any purchase.*

**ATTACHMENT E  
AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the \_\_\_\_\_(title) of \_\_\_\_\_(business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

(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.

\_\_\_\_\_  
Affiant's signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission expires:

**ATTACHMENT F-1 GUIDELINES FOR COMPLETING  
HCTD WORKFORCE ANALYSIS/EEO-1 REPORT**

Contractor shall apply the following definitions to the categories in the attached Workforce Analysis/EEO-1 Report form. Contractors must submit the Workforce/Analysis form to be considered for contract award. The form is also required for all subcontractors.

**A. RACIAL/ETHNIC**

1. **WHITE** (not of Hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
2. **BLACK** (not of Hispanic origin): All persons having origins in any of the Black racial groups of Africa.
3. **HISPANIC**: All persons of Mexican, Puerto Rican, Cuban, Central or South American origin, regardless of race.
4. **ASIAN or PACIFIC ISLANDER**: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.
5. **AMERICAN INDIAN or ALASKAN NATIVE**: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**B. JOB CATEGORIES**

1. **OFFICIALS and MANAGERS**: Includes chief executive officers, presidents, vice-presidents, directors and kindred workers.
2. **PROFESSIONALS**: Includes attorneys, accountants and kindred workers.
3. **TECHNICIANS**: Includes computer programmers and operators, drafters, surveyors, highway technicians, inspectors and kindred workers.
4. **SALES WORKERS**: Includes contract sales representatives, purchasing agents, customer relations representatives and kindred workers.
5. **OFFICE and CLERICAL**: Includes secretaries, book-keepers, clerk typists, payroll clerks, accounts payable clerks, receptionists, switchboard operators and kindred workers.
6. **CRAFT WORKERS** (skilled): Includes mechanics and repairers, electricians, carpenters, plumbers and kindred workers.
7. **OPERATIVES** (semi-skilled): Includes bricklayers, plaster attendants, welders, truck drivers and kindred workers.
8. **LABORERS** (unskilled): Includes laborers performing lifting, digging, mixing, loading and pulling operations and kindred workers.
9. **SERVICE WORKERS**: Includes janitors, elevator operators, watchmen, chauffeurs, attendants and kindred workers.

HCTD WORK FORCE ANALYSIS/EEO-1 REPORT ATTACHMENT F-2 -- HCTD WORKFORCE ANALYSIS /EEO-1 REPORT

Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees. Enter the appropriate figures on all lines and in all columns. All blank spaces will be considered zero. This form is also required for subcontractors and major suppliers on a project.

Job Categories	Number of Employees (Report employees in only one category)														
	Race/Ethnicity														
	Hispanic or Latino		Not Hispanic or Latino												Total Col A-N
			Male						Female						
	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Island-er	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Island-er	Asian	American Indian or Alaska Native	Two or more races	
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Executive/Senior-Level Officials and Managers															
First/Mid-Level Officials and Managers															
Professionals															
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
TOTAL															
PREVIOUS YEAR TOTAL															
TYPE OF BUSINESS	Manufacturing <input type="checkbox"/>		Wholesale <input type="checkbox"/>		Construction <input type="checkbox"/>		Regular Dealer <input type="checkbox"/>		Selling Agent <input type="checkbox"/>		Service Establishment <input type="checkbox"/>			Other <input type="checkbox"/>	

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Address/City/State/Zip Code

\_\_\_\_\_  
Date Submitted

\_\_\_\_\_  
Telephone Number/Fax Number

**ATTACHMENT G AFFIDAVIT OF PRIMARY PARTICIPANTS  
COMPLIANCE WITH SECTION 285.500 RSMO, ET SEQ. REGARDING EMPLOYEE  
ELIGIBILITY VERIFICATION**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the \_\_\_\_\_(title) of \_\_\_\_\_(business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired to perform any work in connection with the contracted services.

I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program. I shall require that the language of this affidavit be included in the award documents for all sub-contracts exceeding \$5,000.00 at all tiers and that all subcontractors at all tiers shall affirm and provide documentation accordingly.

\_\_\_\_\_  
Affiant's signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission expires:

**NOTE: An example of acceptable documentation is the E-Verify Memorandum of Understanding (MOU) – a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration and the Department of Homeland Security.**



**ATTACHMENT H CERTIFICATION OF PRIMARY PARTICIPANT  
REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential Contractor for a major third party contract),  
\_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or local) terminated for cause or default.

If the primary participant (applicant for FTA grant, or cooperative agreement, or potential third-party Contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

**THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), \_\_\_\_\_  
\_\_\_\_\_ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C., SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.**

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

**ATTACHMENT I CERTIFICATION OF PRIMARY PARTICIPANTS  
REGARDING RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_ (Name and Title of Grantee Official or Potential Contractor for a Major Third Party Contract), hereby certify on behalf of \_\_\_\_\_ (Name of Grantee or Potential Contractor) 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 any 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

**ATTACHMENT J  
DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

**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 **\_6.9\_ %**. 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 **Hill Country 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)).

*{If no separate contract goal has been established, use the following}* The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. 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 **Hill Country Transit District**. In addition, **[the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Hill Country Transit District and contractor's receipt of the partial retainage payment related to the subcontractor's work.]**

e. The contractor must promptly notify **Hill Country 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 **Hill Country Transit District**.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT K  
NON-COLLUSION AFFIDAVIT**

*This affidavit must be completed and submitted with the bid/proposal*

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

\_\_\_\_\_  
Signature of Authorized Company Representative

\_\_\_\_\_  
Name and Title of Authorized Company Representative

\_\_\_\_\_  
Date

Subscribed and sworn to before me on \_\_\_\_\_ (Date)

\_\_\_\_\_  
(Notary Seal)

\_\_\_\_\_  
Signature Notary Public

**ATTACHMENT L  
CONFLICT OF INTEREST QUESTIONNAIRE**

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

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

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

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

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

\_\_\_\_\_

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3. Name of local government officer with whom filer has employment or business relationship.**

\_\_\_\_\_

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

**ATTACHMENT M**

**Prohibition of Contracts with Companies Boycotting Israel**

*This form must be completed and submitted with the bid/proposal*

*House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition of Contracts with Companies Boycotting Israel.*

*Effective September 1, 2017, a state agency and a political subdivision (which includes a transportation authority) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.*

*“Boycott Israel” is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.*

*“Company” is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.*

---

"I, \_\_\_\_\_(Name of certifying official), the \_\_\_\_\_ (title or position of certifying official) of \_\_\_\_\_(name of company), verifies that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the Contract. This section does not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

\_\_\_\_\_  
Signature of Certifying Official

Title:

Date:

**ATTACHMENT N:  
PROPOSAL AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the \_\_\_\_\_(title) of \_\_\_\_\_(business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

The undersigned hereby declares that he/she has carefully read and examined the Advertisement, the Scope and Terms, the Specifications, Warranty, and Quality Assurance Requirements, with all supporting certificates and affidavits, for the provision of services specified.

\_\_\_\_\_  
Affiant's signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission expires:

**ATTACHMENT O:  
ADDENDUM PAGE**

The undersigned acknowledges receipt of the following addenda to this RFP. (Include the number and date for each entry.)

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Failure to acknowledge the receipt of all addenda may cause the proposal to be considered non-responsive to this Request for Proposals, which will require rejection of the proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



**ATTACHMENT P:  
TXDOT FORM PTN-130**

[From https://www.txdot.gov/inside-txdot/forms-publications/forms/public-transportation.html](https://www.txdot.gov/inside-txdot/forms-publications/forms/public-transportation.html)

**Please note that the form can only be downloaded by using Microsoft Internet Explorer.**

Note: Procurement funding sources are both Federal and State.

Third Party Procurement Contract Provisions based on type of solicitation are Operations/Management Related Clauses.

**ATTACHMENT Q:  
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.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**ATTACHMENT R:  
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.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT S:  
NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the 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.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT T:  
PROGRAM FRAUD AND FALSE OR FRAUDELENT STATEMENTS OR REALTED 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.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT U:  
ACCESS TO RECORDS AND REPORTS**

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.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

