



**Capital Area Rural Transportation System
The CARTS District**

Request for Proposal

Operations Facility

CARTS RFP-2015-02-OF

July 30, 2015

General Information

Capital Area Rural Transportation System (CARTS) is soliciting proposals for the selection of an Architect/Engineering firm to provide professional services for the design and development of an Operational Facility to be located at the CARTS Tucker Hill Lane (THL) Operations Complex in Cedar Creek, Texas.

The CARTS THL Operations Campus project is a Master Planned multi-phase project of which the construction of the Vehicle Maintenance Center (VMC) the 1st of 7 planned phases has just been completed. This proposal will continue the development and construction of the campus. The Operations Facility will be designed to relocate the existing operations, which is inefficient and undersized (5,200 sq.ft.).

Project Description

CARTS is seeking architectural and engineering services for the design of an Operations Facility to be located at the CARTS THL Operations Complex. The Operations Facility will consist of elements that serve three specific functions: 1) General Offices – will require offices, conference room, copy room, file room, storage, breakroom and restrooms; 2) Call Center and Dispatch – will require call center cubicles, a dispatch room, support management offices, IT server room, breakroom and restrooms; 3) Driver and Training – this will require training rooms, support and storage, a breakroom with lounge, restrooms with showers and lockers.

CARTS will manage the project, and administer all procurement and reporting but the project will be locally driven and directed consistent with efforts to-date.

General Terms and Conditions

A. Examination of Proposal Documents

By submitting a proposal, the Offerer represents that it has thoroughly examined and become familiar with the work required under this RFP, and that it is capable of performing quality work to achieve CARTS objectives. CARTS reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best

B. Pre-Proposal Meeting

CARTS will conduct a Pre-proposal meeting where proposers can ask questions about the project. The pre-proposal meeting will be held at **2:00 p.m. on Thursday, August 6, 2015** at the CARTS offices located at 2010 East 6th St. Austin, Texas 78702.

C. Addenda/Clarifications

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

Questions or comments regarding this RFP must be received no later than **4:00 p.m. CDT, August 10, 2015**. All questions should be submitted electronically via email to RFP@RideCARTS.com with the subject line of "Questions RFP-2015-02-OF". Responses to all questions regarding this procurement will be sent in writing through email to all recipients of this RFP by **August 13, 2015**.

D. Submission of Proposals

All proposals are to be bound, sealed and received no later than **4:00 p.m.** local Austin time on **August 20, 2015**. All proposals must be sent to David Marsh at CARTS, 2010 East 6th St, Austin, Texas 78702. Proposals received after this time and date will not be accepted and will be returned to the vendor unopened.

The vendor shall submit an original (1) and five copies (5) of the proposal in a sealed envelope, along with addressed as noted above, bearing the vendor's name and address, and clearly and

appropriately marked "RFP THL Operations Facility 2015-02-OF".

E. Requested Consultant Services

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

- Architectural
- Civil Engineering
- Structural Engineering
- Mechanical, Plumbing and Fire Protection Engineering
- Electrical engineering to include lighting and emergency power systems
- Communications and Audio-visual systems and other Low Voltage systems Engineering
- Space Planning and Interior Design
- Landscape Design
- Renewable Energy Consulting
- Environmental Services
- Construction Cost Estimating

F. Procurement Timeframe

Following are the required timeframes for the procurement:

- | | | |
|-----------------------------|----------------------------------|-----------|
| • Release of RFP | July 30, 2015 | 2:00 p.m. |
| • Pre-Proposal meeting | August 6, 2015 | 2:00 p.m. |
| • Written Questions | August 10, 2015 | 4:00 p.m. |
| • Responses to questions | August 13, 2015 | 4:00 p.m. |
| • Proposal Due Date | August 20, 2015 | 4:00 p.m. |
| • Interviews (if necessary) | <i>To Be Determined</i> | |
| • Selection and Award | September 7, 2015 <i>(est.)</i> | |
| • Successful implementation | 180 days after notice to proceed | |

G. Pre-Contractual Expenses

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

CARTS shall not, in any event, be liable for any pre-contractual expenses incurred by vendor in the preparation of their proposals. Vendors shall not include any such expenses as part of their proposals.

H. Exceptions/Deviations

Any exceptions to the requirements in this RFP must be included in the technical proposal submitted by the vendor. Such exceptions must be clearly labeled as such in the text of the proposal and in a separate section entitled: EXCEPTIONS.

I. Contract Award

Issuance of this RFP and receipt of proposals does not commit CARTS to make a recommendation regarding the most appropriate product and vendor nor does it commit CARTS to award a contract. CARTS reserves the right to postpone opening for their own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected vendor should negotiations with the selected vendor be terminated, to negotiate with more than one vendor simultaneously, to contract with two vendors, or to cancel all or part of this RFP.

J. Type of Contract

The successful contractor will be subject to the provisions contained in this RFP, except that changes may be made (if exceptions are accepted) to reflect the terms of the successful vendor's proposal. CARTS reserves the right to approve or reject any sub-contractual relationship if changes or additions of subcontractors are necessary during the life of the contract.

Any contract resulting from this solicitation will be through the General Manager, using the AIA documents. Additional Federal and State assurances and certifications maybe required.

K. Payment Terms

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

L. Assignment

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

M. Hold Harmless

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

N. Texas Open Records Act

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

O. All Other Federal Transit Administration (FTA) and Other Governmental Requirements

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

P. Right to Cancel

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

Q. Conflict of Interest

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

R. CARTS Protest Procedures

If a bidder/proposer perceives that a segment of the specifications is either too restrictive for completion or if the bidder/proposer perceives any improprieties in the solicitation or specifications, a written protest must be filed with CARTS General Manager at least five (5) business days prior to due date for proposals. Any protests concerning the award of the contract after the bid opening, or after a contractor selection, or after an evaluation of proposals submitted under an RFP, must be made within five (5) days after the bid opening, or public announcement in the case of an RFP, in order to permit CARTS the opportunity to resolve the issue prior to contract award. A bidder/proposer filing a protest with CARTS must submit the protest in writing, via certified United States mail with a return receipt request to CARTS, c/o General Manager, 2010 E. 6th Street, Austin, TX 78702. The protest must include: the name & address of bidder; RFP number; a detailed factual statement of the grounds for protest and any supporting documentation; the desired relief, action or ruling from CARTS. Following any adverse decision by the General Manager, the bidder may file a protest with the CARTS Board of Directors.

Scope of Services

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

Design Development

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

Construction Documents

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

Bidding and Award

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

A&E Support during Construction (optional)

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

- Develop Facility Maintenance Manual.

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

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

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

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

It is noted that construction funds for this project are not yet identified and secured, but it is the intent of the local committee and CARTS to develop the funding for the project.

Proposal Submission Requirements

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

Proposal Content – Must include the following items:

- Cover Letter
- Executive Summary
- Conceptual Renderings or Site Plans (not required but located here)
- Detailed Scope of Work
- Exceptions to RFP
- Proposed Schedule / Milestones
- Firm Background, Principal Officers
- Firm/Staff Qualifications, including all subcontractors
- Experience References
- Disadvantage Business Enterprise (DBE) Utilization
- Disadvantage Business Enterprise (DBE) Letter of Intent
- Lobbying Certification
- Disclosure of Lobbying Activities
- Debarment and Suspension (nonprocurement)
- Lower Tier Participation Debarment Certification
- Child Support Certification
- Texas Corporate Franchise Tax Certification
- Acknowledgment of Addenda Received

- Conflict of Interest Questioner

Cover Letter

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

Table of Contents – An outline of the proposal shall be included.

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

- A brief company profile, including types of service offered; the year founded; number, size, and location of offices; number of employees.
- A general description of the firm's financial condition, and any other condition (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede the firm's ability to complete the project.
- A brief company history of comparable work. Describe all firms' related experience in performing work of a similar nature to that solicited by this RFP.
- A list of at least four (4) recent projects similar in scope, including any representative projects the proposed design team has worked on together.
- Experience in working with various governmental and regulatory agencies that may have jurisdiction over the approval of the work specified in this RFP.
- Submit any additional documentation related to experience in sustainable design, whether similar in scope or not.

Qualifications of Assigned Staff

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

Management Approach

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

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

References

A minimum of three (3) references should be provided for the prime consultant and two (2) references for each key sub-consultant, preferably on similar projects. Furnish the name, title, e-mail, address, and telephone number of the person at the client organization who is most knowledgeable of the representative work performed. Consultants may also supply references from other work not cited under "Qualifications" as related experience.

Scope of Work

Provide detailed description for each major/significant task and subtask identified in the scope of work.

Additional Information

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

Statement of Commitment and Signature

The proposal shall be signed by an individual authorized to bind the consultant, and shall contain a statement that the proposal is a firm 90-day offer of architectural-engineering services to CARTS.

Schedule

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

Exceptions/Deviations

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

Evaluation and Selection

Evaluation Criteria

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

CARTS will evaluate the proposals received based on the following main criteria:

- Qualifications of the Consultant [40%]-Technical experience of the consultant team, and the Project Manager/Architect in particular, in performing work on similar projects; experience working with public and regulatory agencies; strength and stability of the firm and sub-consultants; assessment by client references.
- Management Approach [20%]-Key personnel's level of involvement in performing related work as shown in the staffing matrix; and logic of project organization and management.
- Scope of Work [30%]-Depth of Consultant's understanding of CARTS requirements and overall quality of work plan; logic, clarity, and specificity of work plan; ability to meet the project deadline; reasonableness of proposed schedule; suggested technical or procedural innovations, including state-of-the-art energy efficiency design and sustainable building methods.

- Completeness of Response [10%] – Completeness of response in accordance with the RFP instructions; exceptions to or deviations from the RFP requirements; other relevant factors not considered elsewhere.

Evaluation Procedure

- A Consultant Selection Panel will review the proposals and participate in interviewing short-listed consultants, if necessary.
- CARTS Staff or its Agents will contact client references for the prime and sub-consultants.
- Upon ranking the proposals, up to 5 teams may be short-listed and invited for interviews. Additional teams may be interviewed as deemed necessary, prior to determining final rankings. The Consultant's Project Manager and key sub-consultants must attend the interviews.
- After final ranking, contract award will be based on cost/fee negotiations, which will be held with the top-ranked Consultant. If an agreement cannot be reached, negotiations will be terminated, and may be held in rank order with other consultants until agreement on cost and fees can be reached.
- All prime consultants will be informed of the final ranking of consultant teams.

Interviews

A short-list of consultants may be invited for an interview before the Selection Panel. The Consultant's Project Manager and key sub-consulting members must attend the interviews.

Applicable Federal Contract Clauses

1. Energy Conservation Requirements

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

2. Clean Water Requirements

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- 2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

3. Access to Records

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

4. Federal Changes

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

5. Clean Air Requirements

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- 2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

6. No Government Obligation to Third Parties

- 1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the expressed written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- 2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

7. Program Fraud and False or Fraudulent Statements

- 1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. P 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- 2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- 3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

8. Civil Rights Requirements

- 1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:
 - (a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Ps 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason

of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. P 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

9. State and Local Disclaimer

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

10. Incorporation of FTA Terms

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

11. Conflict of Interest

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

12. Termination Provisions

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

13. Disadvantaged Business Enterprises (DBE)

In connection with this solicitation and any resulting contract, CARTS has established the following goals for Disadvantaged Business Enterprise (DBE) participation: DBE Goal: 4.0% of the total dollar value of the proposal (Total Proposal).

The bidder is required to furnish the following documentation at the time of its proposal:

1. The names and addresses of DBE firms that will participate in the Contract.
2. A description of the work that each DBE will perform.
3. The dollar amount of the participation of each DBE firm participation. A proposer will be required to submit the following information to CARTS within five (5) working days of receiving a written request for the information from CARTS.
4. Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal.
5. Written confirmation from the DBE that it is participating in the Contract as provided in the bidder's commitment.
6. If the contract goal is not met, evidence of good faith efforts must be provided. In particular, bidder should note the requirements for counting DBE participation in the current DBE regulation, 49 CFR P 26. The requirements of 49 CFR P 26 are reflected in the attached DBE Participation Schedule.

14. Suspension and Debarment

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

15. Breach and Dispute Resolution

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

Rights and Remedies: The duties and obligations imposed by the Contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights

and remedies otherwise imposed or available by law. No action or failure to act by the CARTS or contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such *action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.*

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

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L.104-65 (to be codified at 2 U.S.C. § 1601, et seq.) – CONTRACTOR, if this Agreement is for \$100,000 or more, shall file the certification required by 49 CFR P 20, "New Restrictions on Lobbying," and shall include this clause in each subcontract for \$100,000 or more and shall require its inclusion in all lower tier transactions for \$100,000 or more. "Each contractor tier shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each contractor tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from contractor tier up to CARTS.

17. ADA Access

1. The CONTRACTOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The CONTRACTOR also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, CS agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. P 37;

2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. P 27;

3. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. P 1192 and 49 C.F.R. P 38;

4. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. P 35;

5. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. P 36;

6. U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

7. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. P 1630;

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

SPECIAL PROVISION

Notice to All Bidders

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

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

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

OFFEROR QUESTIONNAIRE AND INFORMATION FORM

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

BUSINESS AND CONTACT INFORMATION

Business Name: _____

Federal Tax ID # _____

Address: _____

City/State/Zip: _____

Contact Name: _____

Phone #: _____ Fax #: _____

E-Mail: _____ Web Site: _____

NIGP Code: _____

Number of Years been in Business: _____ Duns # _____ Is Business

an MBE or WBE or neither ?

Type of Business Entity: Corporation LLC LP LLP

Other _____

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

Is Business or Parent Publicly Traded? Yes No

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

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

Services Provided by Business:

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

GENERAL CONTRACT INFORMATION/PERFORMANCE

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

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

SPECIAL CONTRACT INFORMATION/PERFORMANCE

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

Is your firm bondable? Yes No

With Whom: _____ What Limits: _____

Bank credit available: \$ _____

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

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

SIGNATURE: _____

TITLE: _____

PRINTED NAME: _____

DATE: _____

Disadvantage Business Enterprise (DBE) Utilization

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

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

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

Name of bidder/offeror's firm: _____

SIGNATURE: _____

TITLE: _____

PRINTED NAME: _____

DATE: _____

Disadvantage Business Enterprise (DBE) Letter of Intent

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE Firm: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

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

Affirmation

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

By: _____
Signature Title

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

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

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

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

- A. As required by U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application for a Federal assistance exceeding \$100,000:
 - (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal 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; and
 - (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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; and
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclosure accordingly.
- B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 13 52. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Legal Name of Applicant

Signature of Certifying Official

Title _____

Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DEBARMENT AND SUSPENSION (NONPROCUREMENT)

DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29 Executive Order 12549

Applicability to Contracts

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

Flow Down

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

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

Signature of Certifying Official

Title

Date

LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION

(Negotiated Contracts)

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

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

under the laws of the United States, certifies that neither

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

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

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

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

EXCEPTIONS:

Signature of Certifying Official

Title: _____

Date: _____

CHILD SUPPORT CERTIFICATION

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

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

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

CERTIFICATION STATEMENT

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

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

AGREED TO BY:

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

TEXAS CORPORATE FRANCHISE TAX CERTIFICATION

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

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

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

Indicate the certification that applies to your corporation.

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

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

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

Name of Corporation (please type or print):

Name of Corporate Representative:

Signature: _____ Date: _____

Title: _____

ACKNOWLEDGMENT OF ADDENDA RECEIVED

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

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

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

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

Firm Name: _____

Address: _____ City _____ State _____ Zip _____

Type Name By: _____

Signature of Authorized Official: _____

Title: _____

Date: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

1

OFFICE USE

Date Received

Name of person doing business with local governmental entity.

2

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

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

3

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

4

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

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

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

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

Yes

No

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

Yes

No

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

Yes

No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

