

# REQUEST FOR PROPOSALS



**RFP 19-14457-MA**

**Consulting Services**

**For**

**Comprehensive Operational Analysis (COA)**

DEADLINE FOR SUBMISSION OF PROPOSALS

**January 31, 2019 @ 3:00 p.m.**

**Purchasing Department  
City Hall, Room 204  
1625 13th Street  
Lubbock, TX 79401**

**TEL: 806-775-2171  
FAX: 806-775-2164**

**City of Lubbock, TX**  
**RFP 19-14457-MA**  
**Consulting Services for Comprehensive Operational Analysis (COA)**

**Checklist**

Please ensure that you complete and return the following documents and information to the City of Lubbock Purchasing and Contract Management Department before the deadline. Any corrections must be initialed by the person making the correction. Late submittals will not be accepted.

- Checklist
- Cover letter addressed to the Mayor
- The Statement of Qualifications form **MUST** be completed
- Clearly mark the RFQ number, title, due date, time, and your company name and address on the outside of the sealed envelope or container.
- Completed and signed Suspension and Debarment Certification
- Completed Non-Collusion Affidavit
- Insurance Affidavit
- Completed and signed Insurance Affidavit.
- Completed and signed Statement of Eligibility.
- Completed and signed Business Questionnaire
- Completed and signed Buy America Certificate.
- Completed and signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Pursuant To 49 CFR Part 29, Appendix B)
- Completed Conflict of Interest Questionnaire
- Acknowledge you have read the 1295
- Chapter 2270 Prohibition on Contracts with Companies Boycotting Israel

THE CHECKLIST, SUSPENSION AND DEBARMENT CERTIFICATION, NON-COLLUSION AFFIDAVIT, INSURANCE AFFIDAVIT, CONFLICT OF INTEREST QUESTIONNAIRE, FORM 1295, AND HB 89 CERTIFICATION DO NOT CONTRIBUTE TO THE MAXIMUM PAGE LIMIT. FAILURE TO PROVIDE ANY OF THE ABOVE MAY RESULT IN YOUR PROPOSAL BEING DEEMED NON-RESPONSIVE.


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**Print Name of Company.**

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**Contact Person/Phone**

**PLEASE INCLUDE THIS COMPLETED PAGE AS THE FIRST PAGE OF YOUR SUBMITTAL.**

<b>SUBMIT TO:</b> CITY OF LUBBOCK Purchasing & Contract Management 1625 13 <sup>th</sup> Street, Room 204 Lubbock, TX 79401-3830	  AN EQUAL OPPORTUNITY EMPLOYER	<p style="text-align: center;"><b>City of Lubbock, TX Request for Proposal RFP 19-14457-MA</b></p> <p style="text-align: center;"><b>Consulting Services for Social Determinants of Health</b></p>
<b>CONTACT PERSON:</b> <b>Marta Alvarez 806-775-2572</b>		
TEL: 806.775.[EXT] FAX: 806.775.2164 Email: @mylubbock.us		
<b>TITLE: Consulting Services for Comprehensive Operational Analysis (COA)</b>		<b>SUBMITTAL DEADLINE: January 31, 2019@ 3:00 P.M. CST</b>
<b>PRE PROPOSAL MEETING DATE, TIME AND LOCATION DELETED</b>		<i>Any proposals received after the time and date listed above, regardless of the mode of delivery, shall be returned unopened.</i>
<b>RESPONDENT NAME:</b>	IF RETURNING AS A "NO RESPONSE", PLEASE STATE REASON.  THE CITY OF LUBBOCK RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITY IN THE COMPETITIVE PROPOSAL PROCESS. FURTHER, THE CITY RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN THE BEST INTEREST OF THE CITY.  IT IS THE INTENT AND PURPOSE OF THE CITY OF LUBBOCK THAT THIS REQUEST PERMITS COMPETITIVE PROPOSALS. IT IS THE OFFEROR'S RESPONSIBILITY TO ADVISE THE CITY OF LUBBOCK DIRECTOR OF PURCHASING AND CONTRACT MANAGEMENT IF ANY LANGUAGE, REQUIREMENTS, ETC., OR ANY COMBINATIONS THEREOF, INADVERTENTLY RESTRICTS OR LIMITS THE REQUIREMENTS STATED IN THIS RFP TO A SINGLE SOURCE. SUCH NOTIFICATION MUST BE SUBMITTED IN WRITING AND MUST BE RECEIVED BY THE DIRECTOR OF PURCHASING AND CONTRACT MANAGEMENT NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE ABOVE SUBMITTAL DEADLINE.	
<b>MAILING ADDRESS:</b>		
<b>CITY – STATE – ZIP:</b>		
<b>TELEPHONE NO:</b>		
<b>FAX NO:</b>		
<b>E-MAIL:</b>		
<b>FEDERAL TAX ID NO. OR SOCIAL SECURITY NO.</b>		

**THE OFFEROR HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES ITS PROPOSAL IS BASED ON ANY ADDENDA POSTED ON BIDSINC.COM**

The City of Lubbock Charter states that no officer or employee of the City can benefit from any contract, job, work or service for the municipality or be interested in the sale to the City of any supplies, equipment, material or articles purchased. Will any officer or employee of the City, or member of their immediate family, benefit from the award of this proposal to the above firm?    YES    NO

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED OFFEROR HAVING EXAMINED THE REQUEST FOR PROPOSAL, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE FOLLOWING. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the City of Lubbock all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Texas for price fixing relating to the particular commodity(s) or service (s) purchased or acquired by the City of Lubbock. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the vendor.

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
 Print/Type Name

\_\_\_\_\_  
 Date

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.**

**City of Lubbock, TX**  
**Consulting Services for Comprehensive Operational Analysis (COA)**  
**RFP 19-14457-MA**

The City of Lubbock appreciates your time and effort in preparing your proposal. All offerors should familiarize themselves with the following INSTRUCTIONS TO OFFERORS and GENERAL REQUIREMENTS:

I. INSTRUCTIONS TO OFFERORS

**1 PROPOSAL DELIVERY, TIME & DATE**

- 1.1 The City of Lubbock will receive written and sealed competitive proposals for **Consulting Services for Comprehensive Operational Analysis (COA) until 3:00 P.M. CST, January 16, 2019**, if date/time stamped on or before 3:00 P.M. CST at the office listed below. Any proposal received after the date and hour specified will be rejected and returned unopened to the offeror. Each proposal and supporting documentation must be in a sealed envelope or container plainly labeled in the lower left-hand corner: "**RFP 19-14457-MA Consulting Services for Social Determinants of Health**" and the closing date and time. Offerors must also include their company name and address on the outside of the envelope or container. Proposals must be addressed to:

Marta Alvarez, Director of Purchasing and Contract Management  
City of Lubbock  
1625 13th Street, Room 204  
Lubbock, Texas 79401

- 1.2 Offerors are responsible for making certain proposals and proposed contracts are delivered to the Purchasing and Contract Management Department. Mailing of a proposal does not ensure that the proposal will be delivered on time or delivered at all. If offeror does not hand deliver proposal, we suggest that he/she use some sort of delivery service that provides a receipt. The City of Lubbock assumes no responsibility for errant delivery of proposals, including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point specified.
- 1.3 Proposals will be accepted in person, by United States Mail, by United Parcel Service, or by private courier service. No proposals will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or telefacsimile transmission. **THE CITY WILL NOT ACCEPT FAX PROPOSALS.**
- 1.4 Proposals may be withdrawn prior to the above scheduled time set for closing. Alteration made before RFP closing must be initialed by offeror guaranteeing authenticity.
- 1.5 The City of Lubbock reserves the right to postpone the date and time for accepting proposals through an addendum.
- 1.6 A proposal will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate proposals, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind."

**2 PRE-PROPOSAL MEETING - DELETED**

**3 CLARIFICATION OF REQUIREMENTS**

- 3.1 It is the intent and purpose of the City of Lubbock that this request permits competitive proposals. It is the offeror's responsibility to advise the City of Lubbock Director of Purchasing and Contract Management if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such

notification must be submitted in writing and must be received by the City of Lubbock Purchasing Office no later than five (5) calendar days prior to the proposal closing date. A review of such notifications will be made.

**3.2 ALL REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING THIS REQUEST FOR PROPOSAL (RFP) MUST BE SUBMITTED IN WRITING NO LATER THAN FIVE (5) CALENDAR DAYS PRIOR TO THE PROPOSAL CLOSING DATE AND ADDRESSED TO:**

Marta Alvarez, Director of Purchasing & Contract Management  
City of Lubbock  
1625 13<sup>th</sup> Street  
Lubbock, TX 79401  
Fax: (806) 775-2164  
Email: [malvarez@mylubbock.us](mailto:malvarez@mylubbock.us)  
BidSync: [www.bidsync.com](http://www.bidsync.com)

**4 ADDENDA & MODIFICATIONS**

- 4.1 Any changes, additions, or clarifications to the RFP are made by **ADDENDA** information available over the Internet at [www.bidsync.com](http://www.bidsync.com). **We strongly suggest that you check for any addenda a minimum of forty-eight hours in advance of the response deadline. BUSINESSES WITHOUT INTERNET ACCESS** may use computers available at most [public libraries](#).
- 4.2 Any offeror in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation thereof from the Purchasing and Contract Management Department. At the request of the offeror, or in the event the Purchasing and Contract Management Department deems the interpretation to be substantive, the interpretation will be made by written addenda issued by the Purchasing and Contract Management Department. Such addenda issued by the Purchasing and Contract Management Department will be available over the Internet at [www.bidsync.com](http://www.bidsync.com) and will become part of the proposal package having the same binding effect as provisions of the original RFP. No verbal explanations or interpretations will be binding. In order to have a request for interpretation considered, the request must be submitted in writing and must be received by the City of Lubbock Purchasing and Contract Management Department no later than five (5) days prior to the proposal closing date.
- 4.3 The City does not assume responsibility for the receipt of any addendum sent to offerors.

**5 EXAMINATION OF DOCUMENTS AND REQUIREMENTS**

- 5.1 Each offeror shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFP.
- 5.2 Before submitting a proposal, each offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the offeror from obligation to comply, in every detail, with all provisions and requirements of the Request for Proposal.

**6 PROPOSAL COPIES**

- 6.1 OFFEROR'S MUST SUBMIT THE ORIGINAL AND THREE COPIES OF THE SEALED PROPOSAL TO THE PURCHASING AND CONTRACT MANAGEMENT DEPARTMENT PRIOR TO **RESPONSE DUE DATE/TIME**. FAILURE TO SUBMIT THE ADDITIONAL COPIES MAY RESULT IN THE PROPOSAL BEING DECLARED UNRESPONSIVE. The original must be clearly marked "**ORIGINAL**" and the copies must be clearly marked "**COPY**".

- 6.2 All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all electronic media, reports, charts, and other documentation submitted by offerors shall become the property of the City of Lubbock when received.

## **7 PROPOSAL PREPARATION COSTS**

- 7.1 Issuance of this RFP does not commit the City of Lubbock, in any way, to pay any costs incurred in the preparation and submission of a proposal.
- 7.2 The issuance of this RFP does not obligate the City of Lubbock to enter into contract for any services or equipment.
- 7.3 All costs related to the preparation and submission of a proposal shall be paid by the proposer.

## **8 TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT**

- 8.1 If you consider any portion of your proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.
- 8.2 Proposals will be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection. *Tex. Loc. Govt. Code 252.049(b)*
- 8.3 The City of Lubbock will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your proposal that you have marked as being confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester.
- 8.4 Marking your entire proposal CONFIDENTIAL/PROPRIETARY **is not** in conformance with the Texas Open Records Act.

## **9 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS**

- 9.1 The City of Lubbock hereby notifies all offerors that in regard to any contract entered into pursuant to this RFP, Disadvantaged Business Enterprises (DBE's) will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.
- 9.2 A DBE is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

## **10 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REQUIREMENTS**

- 10.1 The City of Lubbock hereby notifies all offerors that in regard to any contract entered into pursuant to this RFP, Historically Underutilized Businesses (HUB's) will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

10.2 A HUB is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

## 11 CONFLICT OF INTEREST

11.1 The Offeror shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Lubbock.

11.2 By signing their proposal, the offeror certifies and represents to the City the offeror has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this RFP.

## 12 ANTI-LOBBYING PROVISION

12.1 DURING THE PERIOD BETWEEN PROPOSAL SUBMISSION DATE AND THE CONTRACT AWARD, PROPOSERS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF THE LUBBOCK CITY COUNCIL OR CITY STAFF EXCEPT UPON THE REQUEST OF THE CITY OF LUBBOCK PURCHASING DEPARTMENT IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS.

12.2 This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Violation of this provision may result in rejection of the offeror's proposal.

## 13 AUTHORIZATION TO BIND SUBMITTER OF PROPOSAL

Proposals must show vendor name and address of offeror. The original proposal must be manually signed by an officer of the company having the authority to bind the submitter to its provisions. Person signing proposal must show title or AUTHORITY TO BIND THEIR FIRM IN A CONTRACT. Failure to manually sign proposal will disqualify it.

## 14 ABOUT THIS DOCUMENT

This document is a Request for Proposal. It differs from an Invitation to Bid in that the City of Lubbock is **seeking a solution**, as described in the following General Requirements section, **not a bid/quotation** meeting firm specifications for the lowest price. As such, **the lowest price proposed will not guarantee an award** recommendation. Sealed proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well an offeror's approach meets the desired requirements and needs of the City of Lubbock. Those criteria that will be used and considered in evaluation for award are set forth in this document. The City will thoroughly review all proposals received. The City will also utilize its best judgment when determining whether to schedule a pre-proposal conference (before proposals are accepted), or meetings with offerors (after receipt of all proposals). A Purchase Order/Contract will be awarded to a qualified offeror submitting the best proposal. **The City reserves the right to select, and subsequently recommend for an award, the proposed service which best meets its required needs, quality levels, and budget constraints.**

## 15 EVALUATION PROCESS

- 15.1 All proposals will be evaluated by an evaluation committee and may include senior management representatives, a financial officer, and/or an independent consultant.
- 15.2 Respondents to this RFP may be required to submit additional information that the City may deem necessary to further evaluate the offeror's qualifications.
- 15.3 The committee will evaluate and numerically score each proposal in accordance with the evaluation criteria included in the Request for Proposal.
- 15.4 The committee will arrive at a short list of the top respondents and these short-listed respondents may be scheduled for a structured oral presentation and interview. Such presentations will be at no cost to the City of Lubbock. At the end of the oral presentation and interview, the evaluation of the short-listed respondents will be completed. The oral interview may be recorded and/or videotaped.

## **16 SELECTION**

- 16.1 Selection shall be based on the responsible offeror whose proposal is determined to be the most advantageous to the City of Lubbock considering the relative importance of evaluation factors included in this RFP.
- 16.2 NO INDIVIDUAL OF ANY USING DEPARTMENT HAS THE AUTHORITY TO LEGALLY AND/OR FINANCIALLY COMMIT THE CITY TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER FOR GOODS OR SERVICES, UNLESS SPECIFICALLY SANCTIONED BY THE REQUIREMENTS OF THIS REQUEST FOR PROPOSAL.

## **17 EQUAL EMPLOYMENT OPPORTUNITY**

Offeror agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way a violation of Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

## **18 NON-APPROPRIATION**

All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

## **19 CONTRACT TERM**

- 19.1 The contract shall be for a term of one year, with the option of a 6 month extension if required by the City. This contract shall remain in effect until the expiration date, performance of services ordered, or termination by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this proposal and resulting contract.

## **20 TERMINATION OF CONTRACT**

- 20.1 This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

## **21 PROTEST**

- 21.1 All protests regarding the RFP process must be submitted in writing to the City



Director of Purchasing and Contract Management within five (5) business days following the opening of proposals. This includes all protests relating to advertising of notices deadlines, proposal opening and all other related procedures under the Local Government Code, as well as any protest relating to alleged improprieties with the RFP process. This limitation does not include protests relating to staff recommendations as to award of contract. Protests relating to staff recommendations may be directed to the City Manager. All staff recommendations will be made available for public review prior to consideration by the City Council as allowed by law.

**FAILURE TO PROTEST WITHIN THE TIME ALLOTTED SHALL CONSTITUTE A WAIVER OF ANY PROTEST.**

**22 THE CITY RIGHT TO AUDIT**

At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

**23 NON-ARBITRATION**

The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

**24 ASSIGNING OR SUBLETTING THE CONTRACT**

The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

**25 HOUSE BILL 2015**

House Bill 2015, signed by the Governor on June 14, 2013 and effective on January 1, 2014, authorizes a penalty to be imposed on a person who contracts for certain services with a governmental entity and who fails to properly classify their workers. This applies to subcontractors as well. Contractors and subcontractors who fail to properly classify individuals performing work under a governmental contract will be penalized \$200 for each individual that has been misclassified (Texas Government Code Section 2155.001).

**26 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

The Vendor warrants that it complies with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that:

- (1) The Vendor does not boycott Israel; and
- (2) The Vendor will not boycott Israel during the term of the Agreement.

**27 SENATE BILL 252**

SB 252 prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization.

*The City of Lubbock is aware of the time and effort you expend in preparing and submitting proposals to the City. Please let us know of any requirement causing you difficulty in responding to our Request for Proposal. We want to facilitate your participation so that all responsible firms can compete for the City's business. Awards should be made approximately two to six weeks after the opening date. If you have any questions, please contact the City of Lubbock Director of Purchasing and Contract Management at (806) 775-2572*

# GENERAL REQUIREMENTS

## 1. SCOPE OF WORK

City of Lubbock - Citibus requests proposals from qualified firms or consultant teams (“Vendors”) to undertake a Comprehensive Operational Analysis (COA) of its current local fixed-route bus, complementary paratransit services and demand responsive services. This analysis should lead to recommendations for program and service design and improvements for overall system efficiency and operational effectiveness.

Citibus has reached the point where the current bus routes seemingly do not serve the City of Lubbock as effectively and efficiently as they once did. People have moved and developments have occurred outside of the current fixed route system which has resulted in flattened or declined ridership.

The primary goals of the COA effort include:

1. Thoroughly review the current system, evaluating efficiency and effectiveness of each route and service.
2. Offer quality opportunities for public and rider input into the study process to ensure that we fully understand their needs and issues. This may include some less-traditional approaches to obtaining input.
3. Thoroughly review available data on travel patterns and demographics to help analyze whether the current fixed-route network is adequately addressing potential demand and population/employment changes.
4. Explore potential service changes that could better invest limited available service resources to improve ridership over the next 5-10 years.
5. Explore non-traditional transit options such as micro-transit, express service, first mile/last mile, and/or hybrid models that would potentially increase ridership and serve more of the city/community.
6. Identify gaps in coverage, service quality, and/or resources that will be needed to fully and adequately address our changing population and commute patterns -- what should we be doing that we are not able to address right now with current resources?
7. Ensure that existing and future services are fully compliant with Title VI requirements so that services are provided on an equitable basis throughout the service area.
8. Improve connectivity between Citibus and SPARTAN, the rural provider, in the areas of the city where there currently is no bus service.

The focus of COA recommendations will be on optimization of existing transit service (i.e., improved service deployment and operating metrics through efficient allocation of service hours and miles, reallocate resources to highest transit uses areas), improved transit mobility (i.e., improved transit service levels and connectivity, redesigned/direct service, improved schedule adherence, etc.), and improved cost effectiveness (i.e., lower cost per rider, improved farebox recovery ratio) to optimize the efficiency of Citibus’ bus system.

## Project Overview

Citibus seeks to optimally allocate its resources to provide the highest quality of service to the community in order to maximize ridership and define an on-going evaluation methodology. Citibus currently operates fixed-route service from 5:25 a.m. through 7:45 p.m. Monday – Friday and 6:45 a.m. through 7:55 p.m. on Saturday. Citibus does not currently provide any service on Sunday. Peak service levels are provided in the morning and late afternoon, Monday – Friday, with thirty (30) minute service. During off-peak hours Citibus service levels increase to one (1) hour intervals. Saturday service is considered to be off-peak all day with one (1) hour intervals. The Citibus bus network operates 81 vehicles with an average weekday ridership of 2,915 passenger trips and an average Saturday ridership of 1,395 passenger trips. Citibus works hand-in-hand with the rural provider, SPARTAN Transportation, to ensure all passengers are provided

service. The City of Lubbock has been increasingly annexing land for development and Lubbock's population has been growing approximately 2% annually. According to a 2015 Census estimate, Lubbock had a population of 252,506, making it the 83rd most populous city in the United States, and the 11th most populous city in the state of Texas. Lubbock is expected to cross the 300,000 population mark by 2040 with most of the population growth occurring in south and southwest Lubbock. College students play a large part in the population increase. There are estimated to be nearly 50,000 students attending college in the Lubbock area.

There are numerous "grey" service areas in Lubbock due to the population growth and aggressive annexation. With a thorough and Comprehensive Operational Analysis (COA), Citibus can refine its service to better accommodate the citizens of Lubbock and the surrounding areas by allowing them to access jobs in the growing business districts, shopping in many new retail developments, as well as the many social service agencies and educational opportunities Lubbock has to offer.

As the city continues to annex property, the need for Citibus to fill the transportation gaps has increased significantly. Medical facilities have an increased presence on the northwest and west side of Lubbock. In addition to the emergent medical facilities, Citibus receives several calls daily to provide service to growing businesses in Lubbock that include areas outside of Loop 289 (northeast/northwest/south/southwest/west) and west of I27.

The COA is intended to evaluate and restructure Citibus' fixed route and demand-responsive services. Non-traditional transit options such as micro-transit, express service, first mile/last mile, and/or hybrid models shall be considered where appropriate for specific situations.

## **Project Objectives**

The Vendor shall:

1. Analyze the performance of Citibus' fixed-route and demand-responsive local services, including:
  - a) Existing fixed-route running times compared to scheduled;
  - b) Spatial and temporal ridership patterns within fixed routes;
  - c) Spatial and temporal ridership patterns within demand-response services;
  - d) Review of land-use, population, and travel data to identify portions of the city that are relatively over- or under-served.
2. Examine the efficiency and effectiveness of the current system:
  - a) Review of the transit route structure and demand response service design;
  - b) Review of the service levels including transit service frequencies as well as time of the day, evening and weekend coverage;
  - c) Document On-Time Performance and identify causes of problems in meeting standards and expectations.
3. Offer quality opportunities for public and rider input into the study process to ensure that we fully understand their needs and issues through various methods.
4. Develop recommendations to address service needs, including but not limited to:
  - a) New fixed route services, demand-response programs, and other suitable alternatives;
  - b) Discontinuation of non-productive routes, route segments, or services;
  - c) Revised running times, headways, schedules, and/or service span by route;
  - d) Realignment of existing services;
  - e) Replacement of fixed-route service with demand-response service, or vice-versa;
  - f) Modification of demand-response service programs potentially including deletion of existing programs and implementation of new programs.
5. Identify methodologies for the on-going evaluation of the fixed-route and demand-response systems.

6. Document expected future system needs based on housing and development plans and projections for the local area.

## **Resources**

Citibus will provide all available information and resources, which may facilitate this study, to the Vendor. Some of these resources are identified below. The Vendor should propose any additional information that may be helpful in its analysis.

1. Previous fixed route study that was conducted in 2013.
2. Ridership Data for fixed route and demand responsive services.
3. Financial Data including all available funding and budget information.
4. Customer Requests for Service is a list of active service requests that have not yet been addressed
5. Schedules/Blocking/Runcuts
6. Operating statistics including on-time percentage
7. Route Maps of the fixed route system
8. Demographic and Community Data
9. Vendor shall identify any additional information that it expects will be needed to perform complete and correct analysis. Citibus will identify the availability of that data and provide it if possible.

## **Expectations**

### **1. Roles of Vendor and Citibus**

This project will be conducted primarily by the Vendor, working alongside Citibus staff where staff expertise and knowledge are needed.

### **2. Work Tasks**

The Vendor shall complete those tasks as spelled out in its approach to the project, which are negotiated in the final scope of work. Specific tasks/deliverables required by Citibus include:

- a) Establishment of a consistent set of achievable performance standards/measures;
- b) Identification of unserved/underserved ridership generators and connection opportunities;
- c) Measurement of On-Time Performance and identification of issues preventing achievement of on-time service delivery;
- d) Review of data only as required to fill in gaps or errors in the necessary information to perform analysis;
- e) Deliver current route information and proposed route revisions along with a suggested structure for maintaining the data going forward;
- f) Identify market and community trends and their likely influences on transit needs for the next 5 to 10 years;
- g) Identify alternative transit programs not currently offered by Citibus and evaluate situations in which those are likely to successfully supplement and/or replace current fixed-route and demand-response services. This analysis shall include both motorized and non-motorized modes to the extent they are relevant.
- h) Perform system analysis equivalent to the Title VI Program requirements identified in FTA Circular 4702.1B to ensure compliance.
- i) Identification of proposed changes to each fixed-route service and demand-response program as well as potential system-level changes
- j) Detailed listings for each proposed change of operating data (hours, miles, span, frequency).

- k) A system-level plan identifying several phases of changes starting with those changes most critical to agency success and reflecting a growth in hours over a five year period.
- l) Develop public and rider input opportunities to fully understand and document their needs and issues.

### 3. Reports

The Vendor shall develop draft reports on each task and submit these reports, as they are completed, to Citibus for review and comment. The Vendor shall prepare a Draft Final Report which summarizes all the task reports and includes: an executive summary; narrative description of the work performed; the project objectives met; methodologies used; analyses of the data collected utilizing charts, tables, graphs, and maps; and specific recommendations based on the results of the analysis. After Citibus reviews, the Vendor shall prepare a Final Report incorporating comments from the Draft Final Report.

### 4. Meetings and Presentations

The Vendor shall propose a series of meetings at significant milestones during the project with Citibus and partner agency staff to keep Citibus informed and to provide the Vendor with sufficient opportunity for information gathering and feedback on the Draft Final Report. The Vendor shall provide public meeting/workshop/study session opportunities at different stages of the project. The meeting schedule shall also include presentations to the Citibus Transit Advisory Board, City Council or advisory committees.

### 5. Implementation Assistance

The Vendor shall help Citibus staff implement recommendations approved by Citibus. This shall include an outline of the sequence and timing for implementing components of the service plan.

## 2. EVALUATION CRITERIA

The following criteria will be used to evaluate and rank submittals:

- a) 30% Qualifications and experience
- b) 30% Rates and expenses
- c) 25% Methodology including technical approach and understanding of the scope of the project.
- d) 15% References

## 3. PROPOSAL FORMAT

- a) The City of Lubbock requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Firms with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation.
- b) Cover letter addressed to the Honorable Mayor and City Council that states the Offeror's understanding of the services to be provided. Include any additional information believed necessary that is not requested elsewhere in the RFP.
- c) The proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
- d) The proposal must be organized into the following response item sections and submitted in an indexed binder.

1. Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement.
2. Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.
3. Describe the experience of the firm in the last thirty six (36) months in performing consulting services in similar size and scope.

TAB B Rates and expenses

1. Provide a detailed fee schedule. Express your administrative fee in a lump sum not-to-exceed maximum amount and separate price for travel and related expenses (if applicable). An itemized bill with receipts must be included with request for payment.
2. Consultant shall incur no travel or related expenses chargeable to the City without prior approval by an authorized City representative.
3. Consultants may submit proposals based on a lump sum basis payable monthly over the course of the year or on an hourly fee basis. All proposals must include a maximum not-to-exceed amount. Expenses not specifically listed will not be considered.

TAB C Methodology including technical approach and understanding of the scope of the project.

1. Proposals must include a narrative description of the Firms' plan for accomplishing the work and services to be provided to the City.

TAB D References

1. Provide references for similarly successful projects from five clients, including the name of the agency, contact name, telephone, fax and email address.

CITY OF LUBBOCK, TX  
**Consulting Services for Comprehensive Operational Analysis (COA)**  
 CONTRACT 19-14457-MA

INSURANCE

**SECTION A.** Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. **THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.**

**INSURANCE COVERAGE REQUIRED**

**SECTION B.** The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

**SECTION C.** The Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

TYPE OF INSURANCE	COMBINED SINGLE LIMIT
<b>GENERAL LIABILITY</b>	
<input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Other	General Aggregate <span style="float: right;">\$1,000,000</span>
<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	Products-Comp/Op AGG <span style="float: right;">___x</span>
<input type="checkbox"/> W/Heavy Equipment	Personal & Adv. Injury <span style="float: right;">___x</span>
<input type="checkbox"/> To Include Products of Complete Operation Endorsements	Contractual Liability <span style="float: right;">___x</span>
	Fire Damage (Any one Fire) <span style="float: right;">___</span>
	Med Exp (Any one Person) <span style="float: right;">___</span>
<b>PROFESSIONAL LIABILITY</b>	
<input checked="" type="checkbox"/> _____	General Aggregate <span style="float: right;">\$1,000,000</span>
<b>AUTOMOTIVE LIABILITY</b>	
<input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos	Combined Single Limit
<input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos	Each Occurrence <span style="float: right;">\$1,000,000</span>
<input type="checkbox"/> Non-Owned Autos	
<b>EXCESS LIABILITY</b>	
<input type="checkbox"/> Umbrella Form	Each Occurrence <span style="float: right;">___</span>
	Aggregate <span style="float: right;">___</span>
<b>GARAGE LIABILITY</b>	
<input type="checkbox"/> Any Auto	Auto Only - Each Accident <span style="float: right;">___</span>
<input type="checkbox"/> _____	Each Accident Aggregate <span style="float: right;">___</span>
<input type="checkbox"/> BUILDER'S RISK	<input type="checkbox"/> 100% of the Total Contract Price
<input type="checkbox"/> INSTALLATION FLOATER	<input type="checkbox"/> 100% of the Total Material Costs
<input type="checkbox"/> POLLUTION	
<input type="checkbox"/> CARGO	___
<input checked="" type="checkbox"/> WORKERS COMPENSATION – STATUTORY AMOUNTS <b>OR</b> OCCUPATIONAL MEDICAL AND DISABILITY	
<input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	<span style="float: right;">\$500,000</span>
<b>OTHER: COPIES OF ENDOSEMENTS ARE REQUIRED</b>	
<i>City of Lubbock named as additional insured on Auto/General Liability on a primary and non-contributory basis.</i>	
<input type="checkbox"/> To include products of completed operations endorsement.	
<input type="checkbox"/> Waiver of subrogation in favor of the City of Lubbock on all coverages, except _____	



The City of Lubbock shall be named as an additional insured on a primary and non-contributory basis and shall include waivers of subrogation in favor of the City on all coverage's. Copies of the Certificates of Insurance and all applicable endorsements are required.

#### **ADDITIONAL POLICY ENDORSEMENTS**

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

#### **REQUIRED PROVISIONS**

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- b. Provide for thirty (30) days' notice to the City for cancellation, nonrenewal, or material change;
- c. Provide for notice to the City at the address shown below by registered mail;
- d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

#### **NOTICES**

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Marta Alvarez, Director of Purchasing and Contract Management  
City of Lubbock  
1625 13<sup>th</sup> Street, Room 204  
Lubbock, Texas 79401

**SECTION D.** Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

City of Lubbock, TX  
Consulting Services for Comprehensive Operational Analysis (COA)  
RFP 19-14457-MA

**SUSPENSION AND DEBARMENT CERTIFICATION**

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of \$25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

COMPANY NAME: \_\_\_\_\_

Signature of Company Official: \_\_\_\_\_

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

Printed name of company official signing above: \_\_\_\_\_

City of Lubbock, TX  
Consulting Services for Comprehensive Operational Analysis (COA)  
RFP 19-14457-MA

INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed by Offeror  
And Attached to Submittal

I, the undersigned Offeror, certify that the insurance requirements contained in this proposal document have been reviewed by me and my Insurance Agent/Broker. If I am awarded this contract by the City of Lubbock, I will be able to, within ten (10) business days after being notified of such award by the City of Lubbock, furnish a valid insurance certificate to the City meeting all of the requirements defined in this proposal.

Contractor (Original Signature)

Contractor (Print)

CONTRACTOR'S BUSINESS NAME:

(Print or Type)

CONTRACTOR'S FIRM ADDRESS:

**NOTE TO CONTRACTOR**

**If the time requirement specified above is not met, the City has the right to reject this proposal and award the contract to another contractor. If you have any questions concerning these requirements, please contact the Director of Purchasing & Contract Management for the City of Lubbock at (806) 775-2572.**

[The Proposer must complete, sign and return as part of their submittal response.](#)

City of Lubbock, TX  
Consulting Services for Comprehensive Operational Analysis (COA)  
RFP 19-14457-MA

**NON-COLLUSION AFFIDAVIT**

STATE OF TEXAS  
§  
LUBBOCK COUNTY

\_\_\_\_\_ being first duly sworn, on his/her oath, says that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and s/he further says that the said bidder has not directly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to self an advantage over any other bidder or bidders.

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

\_\_\_\_\_  
SIGNATURE OF BIDDER

\_\_\_\_\_  
TITLE

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
Notary Public in and for the State  
of Texas residing at

\_\_\_\_\_

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED IN WITH THE BID/PROPOSAL

City of Lubbock, TX  
Consulting Services for Comprehensive Operational Analysis (COA)  
RFP 19-14457-MA

**CONFLICT OF INTEREST QUESTIONNAIRE CHAPTER 176**

FOR VENDOR DOING BUSINESS WITH LOCAL GOVERNMENTAL ENTITY

This questionnaire reflects changes made to law by H.B. 23, 84<sup>th</sup> Leg., Regular Session

Businesses and individuals doing business with the City need to file conflict of interest questionnaires with the Office of the City Secretary's Office. Local government officers are also required to file when a conflict exists.

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

By law this questionnaire must be filed with the City Secretary's Office of the local governmental entity no later than the 7<sup>th</sup> business day after the date the vendor becomes aware of the facts that require the statement to be filled.

Chapter 176 of the Local Government Code requires the City Manager and Council Members to file a Conflicts Disclosure Statement regarding their relationships with City vendors (including bidders and potential vendors).

The law also requires that any vendor who contracts, or seeks to contract, with the City for the sale or purchase of property, goods or services (including a bidder on a City contract) file a "Conflict of Interest Questionnaire" regarding the vendor's business relationships, if any, with Council Members or the City Manager.

Compliance is the responsibility of each individual, business or agent who is subject to the law's filing requirement. Questions about compliance should be directed to your legal counsel.

**Office of the City Secretary**

1625 13th Street, Room 206  
Lubbock, TX 79401

Questionnaire is available at <http://www.ci.lubbock.tx.us/departments/purchasing/vendor-information>

Consulting Services for Comprehensive Operational Analysis (COA)  
RFP 19-14457-MA

**Texas Government Code 2252.908  
Disclosure of Interested Parties  
Form 1295**

House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency.

§2252.908, Texas Government Code requires the commission to adopt rules necessary to implement the new disclosure requirement and to prescribe the disclosure form. Section 2252.908 requires the disclosure form to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity or state agency before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. House Bill 1295 provides that §2252.908 applies only to a contract entered into on or after January 1, 2016.

An interested party is defined as a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

Contractors are required to acquire Form 1295 via the Texas Ethics Commission website. This requires registration, generation of Form 1295 with a unique Certificate Number & filing date, printing the form, notarizing and returning the form to City of Lubbock Purchasing & Contract Management Department.

Once the form is received by the Purchasing and Contract Management Department, the Buyer associated with the project will log-in to the Texas Ethics Commission portal and acknowledge receipt of the form not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract. This will complete the form for the contract with which the form is associated. The completed form will be made available via the Texas Ethics Commission website.

Form 1295 can be generated via the Texas Ethics Commission web portal. The website and detailed instructions are located at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

SIGNATURE OF BIDDER

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TITLE

**City of Lubbock, TX**

**Chapter 2270 Prohibition on Contracts with Companies Boycotting Israel**

House Bill 89, adopted by the 85<sup>th</sup> Legislature, created §2270.001, Texas Government Code, Section Subtitle F, Title 10, requires a company entering to a contract with a governmental entity or state agency to verify that the company: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (Effective September 1, 2017)

I, the undersigned agent for the company named below, certify that the Company does not boycott Israel and will not boycott Israel during the term of the contract.

COMPANY NAME: \_\_\_\_\_

Signature of Company Official: \_\_\_\_\_

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

Printed name of company official signing above: \_\_\_\_\_

**NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED IN THE BID/PROPOSAL**

## FEDERAL CLAUSES

- 1 NO GOVERNMENT OBLIGATION TO THIRD PARTIES.** No Government Obligation to Third Parties. All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) (1) The municipal corporation and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the municipal corporation, the contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- 2 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT AND RELATED ACTS.** All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) (1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate. (2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate. (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
- 3 ACCESS TO RECORDS AND REPORTS.** Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The following access to records requirements apply to this Contract: 1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a 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 an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, 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 a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and



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

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) 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 municipal corporation, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11). FTA does not require the inclusion of these requirements in subcontracts.

- 4 FEDERAL CHANGES.** All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.
- 5 CIVIL RIGHTS REQUIREMENTS.** All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying contract: (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other 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 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall 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, contractor shall comply with any implementing requirements FTA may issue. (b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue. (c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue. (3) Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.
- 6 DISADVANTAGED BUSINESS ENTERPRISE (DBE).** Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs (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 municipal corporation's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere. (b) Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by 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 City deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

(c) If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. e. 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 municipal corporation. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the municipal corporation and contractor's receipt of the partial retainage payment related to the subcontractor's work. f. The contractor must promptly notify the municipal corporation whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the municipal corporation.

**7 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.** All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) 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. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

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

**9 ACCESS FOR INDIVIDUALS WITH DISABILITIES.** 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. 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 any subsequent amendments to these laws. In addition, Contractor agrees to comply with applicable implementing Federal regulations and directives and any subsequent amendments thereto, as follows:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 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. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 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. Part 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. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing.

**10 AMERICANS WITH DISABILITIES ACT (ADA) Bids** shall comply with all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.

**11 ENERGY CONSERVATION** All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

**12 TERMINATION** All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000 a. Termination for Convenience (General Provision) the municipal corporation may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the municipal corporation's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the municipal corporation. If contractor is in possession of any the municipal corporation property, contractor shall account for same, and dispose of it as the municipal corporation directs. b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the municipal corporation may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the municipal corporation that 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 contractor, the municipal corporation, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience. c. Opportunity to Cure (General Provision) the municipal corporation in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions If contractor fails to remedy to the municipal corporation's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the municipal corporation setting forth the nature of said breach or default, the municipal corporation 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 the municipal corporation 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 the municipal corporation elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the municipal corporation shall not limit its remedies for any succeeding breach of that or of any other term, covenant or condition of this Contract.

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

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the municipal corporation may terminate this contract for default. the municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the municipal corporation's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the municipal corporation may terminate this contract for default. The municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the municipal corporation goods, contractor shall, as directed by the municipal corporation, protect and preserve the goods until surrendered to the municipal corporation or its agent. Contractor and the municipal corporation shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the municipal corporation's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the municipal corporation may terminate this contract for default. the municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the municipal corporation may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the municipal corporation resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the municipal corporation in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the municipal corporation, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the municipal corporation in writing of the causes of delay. If in the municipal corporation's judgment, delay is excusable, the time for completing the work shall be extended. the municipal corporation's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the municipal corporation's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the municipal corporation may terminate this contract in whole or in part, for the municipal corporation's convenience or because of contractor's failure to fulfill contract obligations. The municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature, extent and effective date of

termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the municipal corporation all data, drawings, specifications, reports, estimates, summaries and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the municipal corporation's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the municipal corporation may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the municipal corporation. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the municipal corporation's convenience. j. Termination for Convenience or Default (Cost-Type Contracts) the municipal corporation may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the municipal corporation or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the municipal corporation, or property supplied to contractor by the municipal corporation. If termination is for default, the municipal corporation may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the municipal corporation and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the municipal corporation's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the municipal corporation determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the municipal corporation, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

- 13 RECYCLED PRODUCTS Recovered Materials** - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
- 14 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT).** This contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that none of Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by municipal corporation. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to The City, 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 BREACHES AND DISPUTE RESOLUTION** All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity. Please see Section 44 of the Generally Applicable Provisions of the United States of America Department of Transportation Federal Transit Administration Master Agreement for Federal Transit Administration Agreements authorized by 49 U.S.C. chapter 53, as amended, Title 23, United States Code (Highways), the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient

Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, or other Federal laws that FTA administers. This is located on the City of Lubbock website: <http://mylubbock.us/docs/default-source/purchasing-library/purchasing-library/federal-transit-administration---master-agreement-2015.pdf>

- 16 LOBBYING. BYRD ANTI-LOBBYING AMENDMENT**, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65[to be codified at 2 U.S.C. § 1601, et seq.]Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
- 17 CLEAN AIR** (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. 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.
- 18 CLEAN WATER** (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**City of Lubbock, TX**  
**Audit Services for City Transit Management (Citibus)**

**Request for Qualifications**

**19-14462-MA**

Suspension and Debarment Certification

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of \$25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

I, the undersigned agent for the firm named below, certify that neither the firm nor its principals are suspended or debarred by a Federal agency.

COMPANY NAME: \_\_\_\_\_

Firm's Federal Tax ID Number: \_\_\_\_\_

Signature of Company Official: \_\_\_\_\_

Printed name of company official signing above: \_\_\_\_\_

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

**City of Lubbock, TX**  
**Audit Services for City Transit Management (Citibus)**

**Request for Qualifications**

**19-14462-MA**

**Non-Collusion Affidavit**

STATE OF TEXAS  
§  
LUBBOCK COUNTY

\_\_\_\_\_ being first duly sworn, on his/her oath, says that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and s/he further says that the said bidder has not directly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to self an advantage over any other bidder or bidders.

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

\_\_\_\_\_  
SIGNATURE OF BIDDER

\_\_\_\_\_  
TITLE

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

\_\_\_\_\_  
Notary Public in and for the State  
of Texas residing at

\_\_\_\_\_  
**NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED IN WITH THE BID/PROPOSAL**



**City of Lubbock, TX**  
**Audit Services for City Transit Management (Citibus)**

**Request for Qualifications**

**19-14462-MA**

**INSURANCE REQUIREMENT AFFIDAVIT**

To Be Completed and Submitted
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I, the undersigned Offeror, certify that the insurance requirements contained in this document have been reviewed by me and my Insurance Agent/Broker. If I am awarded this contract by the City of Lubbock, I will be able to, within ten (10) business days after being notified of such award by the City of Lubbock, furnish a valid insurance certificate to the City meeting all of the requirements defined in this RFQ.

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(Original Signature)

Name (Print)

BUSINESS NAME:

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(Print or Type)

FIRM ADDRESS:

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<b>NOTE</b>
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<b>If the time requirement specified above is not met, the City has the right to reject this proposal and award the Contract to another firm. If you have any questions concerning these requirements, please contact the Director of Purchasing &amp; Contract Management at (806) 775-2572.</b>
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## **CONFLICT OF INTEREST QUESTIONNAIR CHAPTER 176**

### **FOR VENDOR DOING BUSINESS WITH LOCAL GOVERNMENTAL ENTITY**

This questionnaire reflects changes made to law by H.B. 23, 84<sup>th</sup> Leg., Regular Session

Businesses and individuals doing business with the City need to file conflict of interest questionnaires with the Office of the City Secretary's Office. Local government officers are also required to file when a conflict exists.

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

By law this questionnaire must be filed with the City Secretary's Office of the local governmental entity no later than the 7<sup>th</sup> business day after the date the vendor becomes aware of the facts that require the statement to be filled.

Chapter 176 of the Local Government Code requires the City Manager and Council Members to file a Conflicts Disclosure Statement regarding their relationships with City vendors (including bidders and potential vendors).

The law also requires that any vendor who contracts, or seeks to contract, with the City for the sale or purchase of property, goods or services (including a bidder on a City contract) file a "Conflict of Interest Questionnaire" regarding the vendor's business relationships, if any, with Council Members or the City Manager.

Compliance is the responsibility of each individual, business or agent who is subject to the law's filing requirement. Questions about compliance should be directed to your legal counsel.

#### **Office of the City Secretary**

1625 13th Street, Room 206  
Lubbock, TX 79401

Questionnaire is available at <http://www.ci.lubbock.tx.us/departamental-websites/departments/purchasing/vendor-information>

## **Disclosure of Interested Parties Form 1295**

House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency.

§2252.908, Texas Government Code requires the commission to adopt rules necessary to implement the new disclosure requirement and to prescribe the disclosure form. Section 2252.908 requires the disclosure form to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity or state agency before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. House Bill 1295 provides that §2252.908 applies only to a contract entered into on or after January 1, 2016.

An interested party is defined as a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

Contractors are required to acquire Form 1295 via the Texas Ethics Commission website. This requires registration, generation of Form 1295 with a unique Certificate Number & filing date, printing the form, notarizing and returning the form to City of Lubbock Purchasing & Contract Management Department.

Once the form is received by the Purchasing and Contract Management Department, the Buyer associated with the project will log-in to the Texas Ethics Commission portal and acknowledge receipt of the form not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract. This will complete the form for the contract with which the form is associated. The completed form will be made available via the Texas Ethics Commission website.

Form 1295 can be generated via the Texas Ethics Commission web portal. The website and detailed instructions are located at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**City of Lubbock, TX**  
**Chapter 2270 Prohibition on Contracts with Companies Boycotting Israel**

House Bill 89, adopted by the 85<sup>th</sup> Legislature, created §2270.001, Texas Government Code, Section Subtitle F, Title 10, requires a company entering to a contract with a governmental entity or state agency to verify that the company: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (Effective September 1, 2017)

I, the undersigned agent for the company named below, certify that the Company does not boycott Israel and will not boycott Israel during the term of the contract.

COMPANY NAME: \_\_\_\_\_

Signature of Company Official: \_\_\_\_\_

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

Printed name of company official signing above: \_\_\_\_\_

**NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED IN THE BID/PROPOSAL**

STATEMENT OF ELIGIBILITY

I hereby certify that \_\_\_\_\_  
(Name of Bidder)

**is/is not (underscore one)** included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Name

\_\_\_\_\_  
Type of Entity

\_\_\_\_\_  
Position and/or Title

\_\_\_\_\_  
Date

**BUY AMERICA CERTIFICATE**

**(Equipment Procurements)**

(Complete one of two sections)

**CERTIFICATE OF COMPLIANCE WITH SECTION 165(a).** Federal Law found at 49 U.S.C. 5323(j) and 49 CFR Part 661 permits FTA participation on the contract only if steel and manufactured products used in the contract are produced in the United States. The bidder hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TYPE OF ENTITY

\_\_\_\_\_  
POSITION AND/OR TITLE

OR

**CERTIFICATE OF NON-COMPLIANCE WITH SECTION 165(a).** The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) but may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2)(A), 49 U.S.C. 5323(j)(2)(B), or 49 U.S.C. 5323(j)(2)(D) and the applicable regulations in 49 CFR 661.7

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TYPE OF ENTITY

\_\_\_\_\_  
POSITION AND/OR TITLE

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (Pursuant to 49 CFR Part 29, Appendix B)**

1. By signing and submitting this bid or proposal, the Bidder is providing the signed certification set out below.
2. The certification referred to in this paragraph clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to THE CITY if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this paragraph, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 49 CFR Part 29.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under subparagraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government may pursue available remedies including suspension and/or debarment.

**CERTIFICATION**

The prospective lower tier participant certifies, by submission of this offer, that neither it nor its “principals,” [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. When the prospective lower tier participant is unable to certify to the statements in this certification, prospective lower tier participant shall attach an explanation to this proposal.

Signature \_\_\_\_\_

Typed or Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_