

**NOTICE OF  
REQUEST FOR PROPOSALS  
WTO-0923  
IP CLOUD BASED CAMERA SYSTEMS  
WEST TEXAS OPPORTUNITIES, INC.  
603 N. 4<sup>th</sup> Street, Lamesa, TX 79331**

West Texas Opportunities, Inc. (WTOI) is requesting proposals from qualified firms for provision and installation of IP Cloud Based Camera Systems in 15 Texas locations, based on specific addresses and quantities listed within the RFP, including cloud service and support for up to 75 cameras. This procurement will utilize funds received from the Federal Transit Administration and the Texas Department of Transportation.

Inquiries regarding proposals should be made to Karen Faulkner, Transportation Director, [k.faulkner@gowto.org](mailto:k.faulkner@gowto.org)

The Request for Proposals (RFP) consisting of the required forms and documents may be obtained at WTOI's website [www.gowto.org](http://www.gowto.org) or requested via email at [k.faulkner@gowto.org](mailto:k.faulkner@gowto.org). Include your company name, address, point of contact, email address, fax number and phone number with your email request.

All proposals must be submitted in accordance with the instructions contained in the Request for Proposals. Proposals may be mailed or delivered by a delivery service, such as UPS or FedEx:

Delivery Service: Karen Faulkner  
West Texas Opportunities, Inc.  
603 N. 4<sup>th</sup> Street  
Lamesa, Texas 79331

US Postal Service: Karen Faulkner  
West Texas Opportunities, Inc.  
PO Box 1308  
Lamesa, Texas 79331

No later than **4:00 P.M. Central Time, Tuesday, October 19, 2023.**



## REQUEST FOR PROPOSAL

### RFP Cover Page

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying SPECIFICATIONS are for your convenience in submitting an offer for the enclosed referenced products/services for

### **IP CLOUD BASED CAMERA SYSTEMS**

**CLOSING DAY AND TIME: Proposals will be received no later than:**

**4:00 P.M. Central Time on Tuesday, October 19, 2023**

Include two (2) hard copies, one marked “original” and one marked “copy, and one (1) electronic copy of the completed proposal.

### **RETURN PROPOSAL TO:**

Delivery Service: Karen Faulkner  
West Texas Opportunities, Inc.  
603 N. 4<sup>th</sup> Street  
Lamesa, Texas 79331

US Postal Service: Karen Faulkner  
West Texas Opportunities, Inc.  
PO Box 1308  
Lamesa, Texas 79331

### **MARK ENVELOPE: WTO-0923 IP CLOUD BASED CAMERA SYSTEMS**

**QUESTIONS** regarding this solicitation should be directed to Karen Faulkner at [k.faulkner@gowto.org](mailto:k.faulkner@gowto.org) on or before 5:00 PM Central Time, September 29, 2023. Information in response to any inquiry may be published as an addendum. Addenda can be found on the West Texas Opportunities, Inc. website: [www.gowto.org](http://www.gowto.org)

Name of firm submitting proposal: \_\_\_\_\_

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## I. PURPOSE AND BACKGROUND INFORMATION

### A. Project Description

West Texas Opportunities, Inc. (WTO) is soliciting proposals to contract with a professional security company. The company to be contracted will be expected to install IP cloud based camera systems in 15 locations, addresses and quantities listed in Section C below. Work to be completed by January 15, 2024.

Street Address	City	Zip	# Outside Cams	# Inside Cams	Include 8-port POE Switch
110 NE Avenue M	Andrews	79714	4	1	Yes
2001 Scurry	Big Spring	79720	4	1	Yes
105 N. Katherine	Crane	79731	5	0	Yes
461 S. US 285	Fort Stockton	79735	5	0	Yes
401 Pine	Kermit	79745	3	0	Yes
603 N 4th St	Lamesa	79331	4	1	Yes
409 N Houston	Lamesa	79331	1	0	Yes
520 S. McKinney Ave	McCamey	79752	3	0	Yes
3600 S. Stockton	Monahans	79756	5	0	Yes
1415 E. 2nd	Odessa	79761	5	1	Yes
700 Daggett	Pecos	79772	3	0	Yes
311 SE Ave C	Seminole	79360	11	0	Yes
101 N. St. Francis	Stanton	79782	6	0	Yes
1412 Berlin	Marfa	79843	5	0	Yes
913 Erma	Presidio	79845	4	0	Yes

### B. Background

West Texas Opportunities, Inc. (WTO) is a political subdivision of the State of Texas pursuant to Texas Transportation Code Chapter 458.006 through 458.012, as amended. WTO provides public transportation, medical transportation, comprehensive social service programs, Head Start programs and other Federal, state and local programs. Rural demand-response transit service is provided in 22 counties located in the South Plains, Permian Basin and Big Bend regions of Texas. All power and authority of WTO is vested in and exercised by its fifteen (15) member Board of Directors.

## II. GENERAL INFORMATION

The RFP will be released September 18, 2023. RFP packets may be requested by calling 806-872-8354, Monday through Friday, 8:00 am to 5:00 pm or by emailing [k.faulkner@gowto.org](mailto:k.faulkner@gowto.org).

Responders may also access the RFP documents on our website at [www.gowto.org](http://www.gowto.org)

## A. Contact Person

All questions regarding this RFP should be directed to:

Karen Faulkner, Transportation Director

[k.faulkner@gowto.org](mailto:k.faulkner@gowto.org)

Questions regarding this RFP must be in writing and submitted on or before 5:00 PM Central Time, September 29, 2023. No questions will be accepted after this date. No verbal questions will be accepted or answered. All questions and answers will be sent by email to potential responders that have provided their name and contact information, including their email address.

Responses will only be provided to questions or inquiries requesting general information about this RFP or the content of this RFP. No technical assistance will be provided.

WTO staff or Board members may not help a responder either by providing information, answering questions, or assisting with writing the proposal through personal contact, by phone, by text, by email, by fax, or any other method of contact. ***WTO is not responsible for the accuracy of information obtained from sources other than the authorized contact person for this procurement. Communication with any WTO staff person or WTO Board member other than the WTO contact person for this RFP is prohibited unless prior approval is obtained by the WTO contact person. Failure to follow this provision will result in the disqualification of the proposal.***

## B. Specifications/Requirements

WTO is requesting proposals from qualified firms interested in providing indoor and outdoor IP cameras, with off-premises cloud based recording format. Scope to include security cameras, camera mounting hardware, installation, travel, support, maintenance, warranty, and training.

## C. Contractor Required Qualifications

- Contractor must have experience in security system installation, having successfully completed jobs according to specifications and owner's satisfaction.
- Contractor must provide proof of General Liability Insurance in the amount of \$1,000,000 and Proof of Workers Compensation Insurance prior to beginning any work.
- Contractor must have the financial ability to complete job, submit an invoice and wait up to 30 days for all payments.

## D. Proposal

The proposal must contain the following documents:

- RFP Proposal (Attachment A)
- DBE Certification (If Applicable)
- Signed Acknowledgement of Federal Clauses
- Signed Certification and Restrictions on Lobbying
- Other Relevant Information

## E. Technical Specifications

1. Capacity and Scalability. The Security Cameras solution should be capable of handling 12 or more cameras in each location. The solution should have the capability of adding cameras as deemed necessary by WTO.

2. All outdoor cameras should be vandal proof and anti-vibration compliant. All indoor and outdoor cameras should have the following specifications at a minimum:

- A. Full High Definition (FHD)
- B. IP66 Rating to protect against dust and environmental elements
- C. IK10 rating for vandal resistant housing
- D. Infrared Illumination for night visibility
- E. Defocus Detection
- F. View DR (120dB) for areas that have lighting differences
- G. Capability to produce 30 FPS or more
- H. Image stabilizing to reduce blurring
- I. Day/Night capability
- J. Pan, Tilt, Zoom (PTZ) capability
- K. RJ45 Connectivity
- L. Power Over Ethernet (PoE)
- M. 4-megapixel resolution
- N. Must have tamper detection
- O. Must have motion detection
- P. Capability to record audio

3. Video Management System.

A. The proposed solution should describe the management interface that will be used. Preference will be given to RPFs that demonstrate systems that are easy to use.

B. The system must be able to provide multiple levels of administrators that will have varying roles in the system

C. System must be capable of providing email notification of critical system events

D. System must have the capability to review historical video up to 180 days

4. Support and Maintenance

WTO will require 3-years support and onsite support with the option to continue annual support after the 3-year period has ended. The Proposer should provide a detailed description of standard and extended support, maintenance, and the average response time for a support request.

## 5. Engagement Methodology

The Proposer will be responsible for any camera hardware, any necessary cable runs, as well as installation of networking equipment at all buildings. The Proposer will be responsible for coordinating with WTO's IT director during the installation process.

## F. Submission Instructions

This Request for Proposals does not commit WTO to enter into a contract, to pay any cost incurred in the preparation of a response to this request, or for any costs incurred prior to the execution of a contract. WTO reserves the right to accept or reject any or all proposals, submitted as a result of this request and to negotiate with all qualified sources if it is in the best interest of WTO to do so.

- One original (electronic copy or paper original) of the completed proposal must be submitted. Responses should be prepared using the forms provided and presented in a clear and concise manner and submitted in the order as prescribed above. Proposals not submitted as required will be considered non-responsive
- Proposals may be emailed, mailed or delivered by a delivery service, such a UPS or FedEx. While not required, responders are encouraged to use a traceable delivery method. It is the sole responsibility of the responder to verify delivery.
- The responder is solely responsible for ensuring that their proposal is physically received by WTO by the submission date and time. WTO is not responsible for any errors or failures on the part of the U.S. Postal Service or other guaranteed express carrier regarding the timely delivery of a proposal. Late proposals will not be accepted.

Email: [k.faulkner@gowto.org](mailto:k.faulkner@gowto.org)

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- Faxed proposals will not be accepted, will be considered non-responsive, and will not be reviewed.

- All proposals must be received no later than **4:00 p.m., Tuesday, October 19, 2023.** Proposals received by WTO after this date and time will be considered non-responsive and will not be reviewed.
- Proposals not containing all the required information/documents will be considered non-responsive and will not be reviewed.
- Proposals may be withdrawn at any time prior to the due date by notifying WTO's contact person in writing. A proposal may be modified prior to the due date by submitting an amended proposal to the contact person before the due date and time.

#### G. Evaluation Criteria and Scoring

Proposals will be reviewed and scored by individuals on the bid evaluation committee. Bids will be scored according the following criteria:

Evaluation Criteria: 1. Capability of vendor to provide IP Security Camera Solution 2. Capability of vendor to provide all necessary equipment (IP Cameras, Network Voice Recorder, Protective Camera Domes, LED Monitors, Cabling, Networking equipment, Camera Mounts, etc.) 3. Financial stability of the vendor 4. Vendor's depiction of average response times for support requests 5. Vendor's ability to demonstrate timeline and implementation strategy for the proposed system 6. Ease of operations, management and support of the IP Security Camera solution 7. Capability of vendor to provide administrator and/or end user training, and 8. Cost effectiveness of the IP Camera Security Solution.

- Experience and Qualifications – 40 points
  - Years in business
  - Experience in Security System design and installation (include experience with similar specifications)
  - Contact information for three companies for which you have completed similar work.
- Ability to complete work by 1/15/2024 – 15 points
- Reasonableness of Cost – 40 points
  - Proposed pricing is consistent with current market prices.
  - Overall price for complete job
- Disadvantaged Business Entity Certification – 5 points
  - Must provide current certification to receive points

### III. GENERAL PROVISIONS AND LIMITATIONS

The following general provisions and limitations shall be considered an essential part of the contract documents. The following are intended to afford the Proposer an equal opportunity to participate in WTO's contracts.

This RFP is not to be construed as a purchase agreement or contract or as a commitment of any kind; nor does it commit WTO to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by WTO.



A response to this RFP does not commit WTO to pay any costs incurred in the preparation of such response.

WTO reserves the right to accept or reject any proposals received, to cancel or reissue this RFP in part or its entirety.

WTO reserves the right to negotiate the final terms of all contracts or agreements that may be initiated for this RFP.

Misrepresentation of the responder's ability to perform as stated in the information provided may result in cancellation of any contract or agreement awarded.

Responders shall not, under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee or agent of WTO for the purpose of having an influencing effect toward their own proposal or any other proposal submitted hereunder.

No employee, officer, member, or agent of WTO shall participate in the selection, award of administration of a contract if a conflict of interest, or potential conflict would be involved.

Responders shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a responder's proposal to be rejected. This does not preclude joint ventures or subcontracts.

Any responder may withdraw information either in person or by written request by a duly authorized representative at any time prior to the scheduled closing time for receipt of proposals.

Solicitation and selection of proposals must conform to relevant state and federal laws and regulations and local policies governing the procurement of supplies, equipment and services. Responders are responsible for familiarizing themselves with these laws and regulations.

All proposals and their accompanying attachments become the property of WTO upon submission. Materials submitted will not be returned. Any material that is to be considered as confidential in nature must be clearly marked as such. All proposals are subject to the Texas Public Information act.

This is a negotiated procurement utilizing the Request for Proposal method and as such, award does not have to be made to the responder submitting the lowest price proposal, but rather the responder submitting the most responsive proposal satisfying WTO's requirements.

Proposals must be manually signed by a person having the authority to bind the organization in a contract.

Funding for goods or services requested in this RFP is contingent upon WTO's actual receipt and availability of funds from the Texas Department of Transportation.

### Bid Protest Procedures

WTO procurement procedures will strive to provide a means which allows both parties to remedy a disagreement related to the terms of the contract and/or either party's contractual obligation.

A Protest must be filed within three working days of the initial knowledge of the fact being protested. A request for reconsideration must be filed within three working days of receipt of the answer to the protest. A working day is defined as one working period not to include weekends, national holidays or declared natural emergencies. WTO will provide an initial response within ten working days of receipt of the protest or request for reconsideration. A final report will be made within 20 working days of receipt of the protest or request for reconsideration.

The protest must contain the name and address of the protester (corporate or individual). The solicitation or contract number or a description of the invitations to bid, and a statement of grounds on which a protest is made. Please include individual to be contacted and a telephone number in case clarification of the protest is needed.

WTO will respond in detail to each substantive allegation raised in the protest. The protest will be reviewed by a committee consisting of the Board President, Board Secretary and Executive Director. This committee will make the final decision on any protest filed with the Corporation. All determinations are considered final three working days after a protester's receipt of our final report, usually not longer than 30 working days after protest is filed.

Only when life is at risk will a procurement be made when a protest is pending. Under no conditions will an award be made prior to the resolution of a protest, nor will we open bids if a protest is filed before bid opening. All potential vendors will be informed if a protest is filed prior to award of a bid.

A request for reconsideration will be granted only when a protester acquires data not previously known or available, or there has been an error of law or state bidding regulations.

## IV. REQUIRED GOVERNMENT CLAUSES

### A. No Government Obligation to Third Parties

- 1) The recipient 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 recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- 2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provision.

## B. False or Fraudulent Statements of Claims

- 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.

## C. Access to Records and Reports

- 1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- 2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less 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, records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- 3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

## D. Federal Changes

- 1) 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 recipient 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.

#### E. Civil Rights

West Texas Opportunities, Inc. is an Equal Opportunity Employer. As such, WTO agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, WTO agrees to comply with the requirements of 49 U.S.C. § 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this agreement, the Contractor shall at all times comply with the following requirement and shall include these requirements in each subcontract entered into as part thereof.

- 1) Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against an employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex. (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following employment, promotion, demotion or transfer, recruitment or recruitment advertising layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue
- 3) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health And Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 4) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42

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

#### F. Disadvantaged Business Enterprises (DBE)

- 1) DBE Participation. For the purpose of this Contract, WTO will accept only DBE's who are:
  - a. Certified, at the time of bid opening or proposal evaluation, By the [certifying agency or the Unified Certification Program (UCP)]; or
  - b. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
  - c. Certified by another agency approved by WTO.
- 2) If submitted proposals include submissions by a DBE, WTO will request additional information from that proposer and bids will not be awarded until additional documentation is reviewed in order to make a determination in awarding the additional DBE points.

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

- 1) The preceding provision include, in part certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

#### H. Termination

- 1) Termination for Convenience. WTO may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in WTO's best interest. The Contractor shall be paid its costs, including contract close out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to WTO to be paid. If the Contractor has any property in its possession belonging to WTO, the Contractor will account for the same, and dispose of it in the manner WTO directs.
- 2) Termination for Default (Breach or Cause). If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, WTO may terminate this contract for default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or

services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by WTO that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, WTO, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

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

If Contractor fails to remedy to WTO's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Contractor of written notice from WTO setting forth the nature of said breach or default, WTO 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 WTO from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- 4) Waiver of Remedies for any Breach. In the event that WTO elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by WTO shall not limit WTO's remedies for any succeeding breach of that or of any other covenant, term, or condition of the contract.
- 5) Termination for Default. If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, WTO may terminate this contract for default. WTO shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price of supplies delivered and accepted or services performed in accordance with the manner or performance set forth in the contract.

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

#### I. PTN-130 Consolidated Certification Form

- 1) The pages to follow, titled Consolidated Certification Form (PTN-130) list the Federal and state clauses related to this procurement. Each clause is described, including reference documents found in government code. The Proposer shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

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 WTO. If it is later determined by WTO that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to WTO, 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 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

## CERTIFICATIONS

1. The individual signing certifies that he/she is authorized to contract on behalf of the bidder.
2. The individual signing certifies that the bidder is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the bidder.
3. The individual signing certifies that the process in this proposal has been arrived at independently, without consultation, communication, or agreement, other than to an employee of the bidder.
4. The individual signing certifies that the prices quoted in this proposal have not been knowingly disclosed by the offeror prior to an award to any other bidder or potential bidder.
5. The individual signing certifies that there has been no attempt by the bidder to discourage any potential offeror.
6. Individual signing certifies that he/she has read and understands all of the information in this Request for Proposal.

7. Individual signing certifies that he/she has read, understand and agrees to comply with all of the **Required Government Clauses** including:
- a. No Federal Government Obligation to Third Parties
  - b. Access to Third Party Contract Records
  - c. Changes to Federal Requirements
  - d. Civil Rights (EEO, Title VI & ADA)
  - e. Incorporation of FTA Terms
  - f. Energy Conservation
  - g. Trafficking in Persons
  - h. False or Fraudulent Statements of Claims
  - i. Disadvantaged Business Enterprises (DBE)
  - j. Fly America
  - k. Americans with Disabilities Act (ADA) Access
  - l. Special Notification Requirements for States
  - m. Safe Operation of Motor Vehicles
  - n. Federal Tax Liability and Recent Felony Convictions
  - o. Program Fraud and False or Fraudulent Statements and Related Acts
  - p. Prompt Payment
  - q. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
  - r. Conformance with Intelligent Transportation Systems (ITS) National Architecture
  - s. Severability
  - t. Termination for Default
  - u. Award Exceeding \$10,000
  - v. Terminating the Contract
  - w. Solid Wastes
  - x. Award Exceeding \$25,000
  - y. Debarment and Suspension
  - z. Resolution of Disputes, Breaches, or Other Litigation
  - aa. Contracting with the Enemy
  - bb. Lobbying Restrictions
  - cc. Environmental Protection (Clean Air and Water Pollution Control)





## Consolidated Certification Form

Form PTN-130  
(Rev. 8/23)  
Page 1 of 6

This form is to assist subrecipients with managing the federal and state clauses related to the procurement they're interested in completing. This document complies with all pertinent federal and state regulations for each procurement type.

To begin, select the procurement's funding source. If TxDOT is the pass-through entity (Direct Recipient), both Federal and State must be checked.

☐ Federal and State    ☐ State Only

### Federal Clauses – Procurement Types Summary:

#### All FTA-Assisted Third-Party Contracts and Subcontracts

1. No Federal Government Obligations to Third Parties
2. Access to Third Party Contract Records
3. Changes to Federal Requirements
4. Civil Rights (EEO, Title VI & ADA)
5. Incorporation of FTA Terms
6. Energy Conservation
7. Trafficking in Persons
8. False or Fraudulent Statements or Claims
9. Disadvantaged Business Enterprises (DBE)
10. Fly America
11. Americans with Disabilities Act (ADA) Access
12. Special Notification Requirements for States
13. Safe Operation of Motor Vehicles
14. Federal Tax Liability and Recent Felony Convictions
15. Program Fraud and False or Fraudulent Statements and Related Acts
16. Prompt Payment
17. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
18. Conformance with Intelligent Transportation Systems (ITS) National Architecture
19. Severability

#### Award Exceeding \$10,000

20. Terminating the Contract
21. Solid Wastes

#### Award Exceeding \$25,000

22. Debarment and Suspension
23. Resolution of Disputes, Breaches, or Other Litigation

#### ☐ Award Exceeding \$50,000

24. Contracting with the Enemy

#### ☐ Award Exceeding \$100,000

25. Lobbying Restrictions

#### ☐ Award Exceeding \$150,000

26. Environmental Protection (Clean Air and Water Pollution Control)

## State of Texas Procurement Contract Clauses

### State of Texas - Procurement Types Summary:

#### All Texas-Assisted Third-Party Contracts and Subcontracts

1. Debarment
2. Family Code Child Support Obligation Certification
3. Debts and Delinquencies Affirmations
4. Disaster Recovery Plan
5. Disclosure of Prior State Employment
6. Entities that Boycott Israel
7. Federal Executive Order 13224 Excluded Parties
8. False Statements
9. Financial Participation Prohibited Affirmation
10. Foreign Terrorist Organizations
11. Disaster Relief Contract Violation
12. Public Information Act
13. Signature Authority
14. State Auditor's Right to Audit
15. Suspension and Debarment
16. Assignment
17. Contracting Information Responsibilities
18. Human Trafficking Prohibition
19. Energy Company Boycotts
20. Firearm Entities and Trade Association Discrimination

#### 1. 34 TAC §20.585 Debarment

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

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

#### 2. §231.006 Family Code Child Support Obligation Certification

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

**3. §2252.903 Gov't Code Debts and Delinquencies Affirmations**

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

**4. §444.190 Gov't Code Disaster Recovery Plan**

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

**5. §2254.033 Gov't Code Disclosure of Prior State Employment**

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

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

**6. §2271.001 Gov't Code Entities that Boycott Israel**

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

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

**7. Federal Executive Order 13224 Excluded Parties**

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

**8. §2155.077(a)(2) Gov't Code False Statements**

Sub-recipient represents and warrants that all statements and information prepared and submitted in this document are current, complete, true and accurate. Submitting a false statement or material misrepresentation made during the performance of a contract is a material breach of contract and may void this agreement.

**9. §2155.004 Gov't Code Financial Participation Prohibited Affirmation**

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

**10. §2252.152 Gov't Code Foreign Terrorist Organizations**

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

**11. §2155.006 and 2261.053 Gov't Code Prior Disaster Relief Contract Violation**

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

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

Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, the Sub-recipient is required to make any information created or exchanged with the State pursuant to the Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is

accessible by the public at no additional charge to the State.

**13. §2252.0012 Gov't Code Signature Authority**

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

**14. §2262.154 Gov't Code State Auditor's Right to Audit**

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

**15. §2155.077 Gov't Code Suspension and Debarment**

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

**16. §2262.056 (b) Gov't Code Assignment**

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

**17. §552.372 Gov't Code Contracting Information Responsibilities**

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

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

**18. §2155.0061 Gov't Code Human Trafficking Prohibition**

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

**19. §2274.002 Energy Company Boycotts**

If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

**20. §2274 Firearm Entities and Trade Association Discrimination**

If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

**21. §2252.908, 2254.032, 2261.252(b) No Conflict of Interest**

Respondent represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

**Certification to Purchaser**

1. The undersigned vendor certifies that the manufactured good(s) furnished will meet or exceed the specifications, and/or that services rendered will comply with the terms of the solicitation or contract.
2. The undersigned vendor certifies that it has read all of the bid, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

**Name of Company:**

**Address:**

**Telephone:**

**SS# or Tax ID#:**

**Printed Name of Person Completing Form:**

**Signature**

**Date:**

**Description of Commodity Service:**

**Disadvantaged Business Enterprise Information**

Type of Organization (check the application type of organization)

☐ Sole Proprietorship    ☐ General Proprietorship    ☐ Corporation    ☐ Limited Partnership    ☐ Limited Proprietorship

Is your firm a DBE? ☐ Yes    ☐ No

**If yes, what type?**

## Third Party Procurement Contract Provisions

### Third Party Procurement Contracting Provisions

Select the additional third-party procurement contracting provisions based on the type of solicitation you're procuring:

*\*Procurements cannot be combined. Example: Construction procurement and Rolling Stock procurement, use separate PTN 130s for each.*

- ☐ **1. Construction Related Clauses**
  - ☐ Federal and State
  - ☐ State Clauses
  
- ☐ **2. Rolling Stock Related Clauses**
  - ☐ Federal and State
  - ☐ State Clauses
  
- ☐ **3. Professional Services / Architectural Engineering**
  - ☐ Federal and State
  - ☐ State Clauses
  
- ☐ **4. Materials & Supplies Related Clauses**
  - ☐ Federal and State
  - ☐ State Clauses
  
- ☐ **5. Operations / Management Related Clauses**
  - ☐ Federal and State
  - ☐ State Clauses

## ATTACHMENT A – PROPOSAL

Name of Company/Organization	Click or tap here to enter text.
Mailing Address	Click or tap here to enter text.
Authorized Representative or Contact	Click or tap here to enter text.
Telephone Number	Click or tap here to enter text.
Email Address	Click or tap here to enter text.
Fax Number	Click or tap here to enter text.
Federal Tax ID Number	Click or tap here to enter text.
DBE	Yes <input type="checkbox"/> No <input type="checkbox"/>
Type of Organization	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Ownership <input type="checkbox"/> Other (Describe) Click or tap here to enter text.
Name and Title of Authorized Signatory	Click or tap here to enter text.
Price of Entire Job	Click or tap here to enter text.
Price of Annual Cloud Service	Click or tap here to enter text.
Years of Materials Warranty	Click or tap here to enter text.
Years of Workmanship Warranty	Click or tap here to enter text.
Describe Camera System Details Include Specifications of New Equipment to Be Installed and Method for Accessing Stored Video Footage	Click or tap here to enter text.
Years in Business	Click or tap here to enter text.

Please List Three Companies for Which You Have Completed Jobs Similar in Scope to This One	Click or tap here to enter text.
Reference #2	Click or tap here to enter text.
Reference #3	Click or tap here to enter text.

- 1) Describe or Attach any additional relevant information.  
Click or tap here to enter text.



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Offeror's/Firm Name

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

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