



Request for Proposals (RFP)

RFP-1924-001

STATE-WIDE COMPREHENSIVE TRAINING PROGRAM

INSTRUCTIONS TO RESPONDENTS

All responses for RFP-1924-001 must be received no later than July 12, 2024, at 3:30 pm.

All reference to time in the RFP shall mean Central Time.

Hardcopy RFP submissions must be clearly identified on the outermost return envelope or packaging and must be received no later than the RFP submission date/time of **3:30 PM, July 12, 2024**, regardless of if by mail, courier/delivery services, or hand delivered, at:

East Texas Council of Governments (ETCOG)
Attn: TTA Training
3800 Stone Road, Kilgore, TX 75662

Write: Company Name, RFP# 1924-001, July 12, 2024, in the bottom left-hand corner of the outermost Return Envelope/Package.

NOTE: Emailed, telephone, & facsimile RFP submissions are not allowed in response to this RFP.

1. Proposers shall submit one (1) hardcopy marked 'Original', one (1) hardcopy marked 'Copy', and one complete & single (1) copy on a USB drive, of the submitted RFP proposal. Please do not use 3-ring binders.
2. It is the Proposer's sole responsibility to prepare, submit, and deliver or arrange delivery of the RFP submission with all required exhibits and materials intact and delivered to the designated location on or before the published RFP submission deadline.
3. Submission of proposals confers no legal rights upon any Proposer.
4. TTA will not bear liability for any costs incurred in the preparation of submissions in response to this RFP process.
5. RFP submission deadline *time* will be determined by the ETCOG lobby clock.
6. Proposers understand failure to submit an RFP submission by the designated deadline, for whatever reason, may not be grounds for disputing the procurement solicitation process or any resulting contract award.

RFPs submitted after the RFP deadline date/time **will not be accepted.**

Responses to the RFP should include:

- a. **Cover page.**
- b. **Proposal Narrative:** Using the Proposal Narrative Format, describe how the work plan will be accomplished and the impact it will have on the community, and outcomes with indicators of success.
- c. **Budget Form:** Please use the Budget Form included and provide a brief narrative explaining the budget. Include all anticipated costs.
- d. **Audit Report:** Proposers must submit one copy of their company/organization's most Recent Audit or Financial Report.

- e. **Attachment C:** PTN-130, TTA Essential Clauses, and Certifications (pages that required checkmarks or signatures). Proposers must review the Form PTN-130 and fill out the document.

- f. **Affirmation & Signature:** Proposer must review and sign this page declaring understanding and commitment of the firm to comply with all RFP and Program directives and requirements.

PROPOSAL COVER PAGE

Proposers are to use the following 'Cover Page' format when submitting their firm's proposal:

Texas Transit Association (TTA)

State-wide Comprehensive Training Cover Page

- I. **Information about company/individual**
 - a. Organization name:
 - b. Mailing address:
 - c. Physical address (if different):
 - d. City/State/Zip:
 - e. Contact person name and telephone number:
 - f. Federal Employer ID:
 - g. Texas State Comptroller ID:

II. **Authorization for Submission**

Typed Name

Title of Authorized Signatory

Signature

Date

CURRENT REFERENCES

1. Name: _____ Phone: _____
Address: _____ St/Zip _____
Contact Name _____ Email: _____
Service/Location: _____
Entity Type: _____
Services Provided: _____

2. Name: _____ Phone: _____
Address: _____ St/Zip _____
Contact Name _____ Email: _____
Service/Location: _____
Entity Type: _____
Services Provided: _____

3. Name: _____ Phone: _____
Address: _____ St/Zip _____
Contact Name _____ Email: _____
Service/Location: _____
Entity Type: _____
Services Provided: _____

BUDGET FORM

REQUEST FOR PROPOSAL – STATEWIDE COMPREHENSIVE TRAINING

Proposer: _____

A. Trainings

List all items of training (including all administrative and travel costs)

ITEM	UNIT COST	QUANTITY	TOTAL BUY COST
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$

Introduction:

RFP Timeline Schedule: (dates/times subject to change)

- RFP Release: June 10, 2024 @ 5:30 PM (2 weeks)
- Q&A Deadline: June 21, 2024 @ 3:30 PM
- Staff response: June 28, 2025
- RFP Submission Deadline: July 12, 2024 @ 3:30 PM
- Award of Contract: July 26, 2024 (est.)

Proposals submitted after the deadline will not be accepted and will be considered non-responsive. Please submit the proposal no later than 3:30 PM on July 12, 2024. Mark the sealed envelope in the lower left-hand corner with the PROPOSAL #, time, and due date, as noted above.

You are invited to submit a Proposal to provide State-wide Comprehensive Training to the Texas Transit Association (TTA) any time prior to the deadline of 3:30 PM July 12, 2024.

Questions must be submitted via email to the contact person listed below. In the email subject line, type: Questions 1924-001–STATE-WIDE COMPREHENSIVE TRAINING PROGRAM

Allen E. Hunter, Allen@TxTransit.org

Q & A and Addenda will be posted on our website: <https://www.TxTransit.org>.

Request for Proposal

The Texas Transit Association (TTA) is performing a competitive procurement for the services of administering and providing a State-wide Comprehensive Training Program.

TTA intends to solicit proposals for developing a comprehensive training program designed to provide regularly scheduled training courses to support the operational and management needs of transit staff across the State. The purpose of the RFP is to develop a comprehensive training schedule and conduct face-to-face and virtual training courses ranging from half a day to three days in length.

Purpose:

TTA is seeking proposals from firms qualified and experienced in developing and providing high-quality, comprehensive Training Services throughout the State.

This Request for Proposal will allow vendors to submit proposals and be evaluated for training services. If awarded, it will have an initial term of two years, with a renewal option of up to three (3) additional one-year periods.

Proposers are encouraged to read the entire contents of this RFP. There are multiple documents, some included by reference, that make up the RFP. Proposers may make written inquiries concerning this solicitation to obtain clarification of the requirements. Inquiries shall be submitted no later than the close of business on the date specified in the RFP. Questions received by this deadline and corresponding answers will be included in Addenda posted on the TTA's web page.

Proposal Term:

It is expected the resulting contract shall be a two (2) year, reimbursable contract (eligible expenses only), with options for three (3) additional one-year periods.

The agreement(s) resulting from this solicitation will be in effect and shall start upon award approval or such date established by the agreement after award. Any contractual agreements may be terminated by TTA by written notice to this effect sent to the Vendor at least five days prior to the date of cancellation. TTA reserves the right to reject any or all proposals and to waive all formalities in the RFP process.

Background:

TTA was organized in 1986. Our members are Texas metropolitan, small urban, and rural transit agencies, as well as private and public entities from across the United States.

TTA is governed by a Board of Directors elected from the general membership to include five members from each from the metros, small urban, and rural operators. In addition, five business or associate member representatives are appointed to the TTA Board of Directors by the Board of Directors.

TTA's purpose is to educate the people of Texas about issues affecting the public transit industry within the State. Additionally, TTA actively supports public transportation in the State of Texas and works with members of the state legislature in the pursuit of additional resources to support public transportation.

Scope of Work:

The purpose of this RFP is to solicit proposals from training providers who have the capacity to work with TTA to develop and deliver high-quality, impactful training programs designed to further the professional development of transit staff across the State. The programs can include various delivery methods (i.e., virtual and/or face-to-face) and can be prepared as single or multiple touch points (single certification class or span of multiple events over time). This will allow for the development of the training curricula and the presentations of approximately ten (10) to eighteen (18) workshops annually (as funding permits), with a combination of in-person and virtual options provided. We anticipate several of the training sessions to be between sixty to one hundred twenty minutes and eight hours plus, depending on need.

The qualified provider will be expected to provide routine surveys upon the request of TTA, an approved registration platform, certificates of completion when needed, and all necessary progress reports. In addition, the qualified provider will work closely with TTA staff to ensure that the training topics are timely and of the highest quality. TTA staff will provide direct oversight and guidance on the topics, quantity, and locations of all courses to be offered.

Training content must be relevant to all transit providers at various levels and incorporate best practices used in both the Public and Private Sectors. (See Attachment A).

Project Description:

Under this contract, the training provider will be required to work closely with TTA to conduct routine surveys, which will allow TTA to complete a needs assessment to identify training needs.

TTA will work closely with the training provider to develop a program curriculum. This training curriculum will include a variety of core courses as well as other single-course offerings as determined by the needs assessment results. (See Attachment B for example).

Develop Program Schedule with input from TTA: The training provider will work closely with TTA to create a training calendar that includes dates and locations that reflect geographic diversity. A sample two-year calendar is included in Attachment A.

The training provider will provide regularly scheduled training courses to support transit agencies' operational and management needs, including rural transit systems. Training courses will be delivered around the State at various locations and at multiple times to best fit the needs of the transit providers. Recording for virtual classes will be made available following each webinar. TTA will work closely with the training provider to determine these courses' locations and times.

TTA will provide oversight and monitor course satisfaction, completion rates, and general program performance. The training provider will provide the necessary reports to allow TTA to monitor course satisfaction, completion rates, and general program performance. This includes course survey results and regular reports indicating the number of registrants and the number of individuals who have completed training courses.

The proposal will be reviewed for completeness of each response, clarity of the response, demonstrated knowledge of requested services, and applicable program laws, rules, and requirements.

Respondent Qualifications:

The training provider must have a minimum of five years of experience providing on-site transit operational and technical expertise and assistance to rural and small urban transit agencies.

The training provider must have five years of experience in transit administrative operations, including financial management, capital project development, and federal and State of Texas regulations. The respondent must be in good financial standing.

The respondent must provide a minimum of three (3) references for similar services provided in the last ten (10) years. Respondent shall have the capacity to provide a minimum of one set of training events per quarter, each lasting from one (1) to five (5) business days, to be located at various quadrants around the State to be determined by TTA. Additionally, the respondent must be capable of providing multiple one (1) to three (3) business day training events per year based on needs identified by TTA.

Service Requirements

Respondent shall provide necessary business support services with the abilities, experience, and knowledge to perform duties that include, but are not limited to, the following:

Work directly with TTA to develop a comprehensive Statewide training program.

Provide a program proposal and training curriculum for participants in each area based on needs assessment. The program shall include the following, but not be limited to:

- A list of proposed course titles, a summary of the content, and instructors.
- The length of each course in hours.
- Goals and outcomes of each course and intended audience
- The frequency of each course (locations will be determined by TTA)

Provide a draft program schedule and work plan for all program tasks identified and work with TTA to create a detailed course schedule. The training provider shall monitor and update the program schedule and work plan, revising as appropriate, with approval from TTA.

The plan shall include, but not be limited to, the following:

- A clear definition of each task; and
- A specific target completion date for each task.
- Provide ongoing management by the following:
- Provide monthly progress reports for program goals and objectives via email by the 15th of each month to TTA staff and
- Participate in regular conference calls to update TTA staff on program progress and consult as necessary.

The respondent will provide TTA with the necessary information to develop and publish a comprehensive training program webpage to include all course information, intended audience, instructor's bio, and registration link.

TTA will provide a suitable training location with a projector and screen. The respondent must provide all other materials needed, such as a computer, printed materials, etc., unless otherwise agreed upon.

The training provider must provide TTA with the following:

- Regular Training Reports – which will include but not be limited to the location of the training course, number of participants, and participant evaluations of the course
- Comprehensive Course Listing – List of all training topics, duration, and instructor bios
- Implementation Plan – The respondent must work with TTA to create a comprehensive training calendar with scheduled dates and rotating locations around the State
- Cost Estimates – proposed costs for training sessions must be provided and updated in the quarterly and annual summary
- Training Certificates – The training provider must provide TTA electronic copies of all training certificates issued
- Training Summary – The training provider must provide TTA with a quarterly and annual summary of all training provided. An example of some of the information included in these reports will contain but not be limited to the number of courses offered, the number of participants who attended, the number of participants that were no-shows, and budget updates.
- Minimum/Maximum capacity for each training (a minimum of 35 participants is expected for most in-person training sessions).

Contract Term & Method of Payment:

The initial contract term shall be approximately two years, with up to three additional one-year options contingent upon satisfactory contract performance and fund availability.

The contract negotiated as a result of this request for proposals will be cost reimbursement. A cost reimbursement contract is a contract format wherein all allowable costs detailed in the budget attached to the executed contract are reimbursed. Contractors are required to maintain documentation that substantiates the expenditures. The TTA procurement policies require detailed information on the necessary documentation to be maintained and submitted in order to be paid (see PTN-130 attached with noted guidelines).

Funding:

Any contract resulting from this RFP will be contingent upon the annual availability of funds from TxDOT. PLEASE NOTE: Any contract resulting from the solicitation is subject to termination or cancellation, without penalty to TTA, either in whole or in part, subject to the availability of state funds. In the event of a termination under this section, TTA will not be liable to the respondent for any damages that are caused or associated with such termination, and TTA will not be required to give prior notice.

QUESTION/RESPONSES

Proposer Questions: Proposer questions concerning this RFP are due **June 21, 2024**, if not sooner, and must be emailed to Allen Hunter, Executive Director, at allen@txtransit.org and no one else.

Staff Responses: Proposers **must** go online at <https://www.TxTransit.org> to retrieve responses to all questions asked no earlier than **June 28, 2024**.

PROPOSAL EVALUATION & AWARD

Proposals will be scored numerically using a pre-determined point method to best determine which proposals are most likely to meet/exceed RFP program requirements. Submissions will be ranked from 'highest to lowest, and the number of proposals selected for consideration will be at the sole discretion of TTA.

Submitted proposals will be reviewed for but not limited to the following criteria and will be numerically rated by an evaluation team that may be made up of staff, outside evaluators, committee/Board members, and/or other subject matter experts as deemed necessary for the best possible results.

Proposals will be selected based on the ability of each Proposer to carry out all of the requirements contained in this Request for Proposal. A proposer who is in default or otherwise not in good standing under any other current or prior contract with TTA at the time of selection will not be eligible for the award of this contract. TTA will base its selection on, among other things, demonstrated competence, qualifications of the Proposer, past contractor performance, and the proposed budget/cost.

The committee(s) evaluating the proposals submitted in response to this RFP may require any or all Contractors to give an oral presentation in order to clarify or elaborate on their proposal. Upon completion of oral presentations or discussions, Contractors may be requested to revise any or all portions of their proposals.

CRITERIA TABLE	POINTS
1. DEMONSTRATED EXPERIENCE <ul style="list-style-type: none"> • Organizational Experience • Past Performance (<i>including previous years and current performance</i>) • The demonstrated ability of the Vendor to provide services 	30
2. QUALITY OF PROGRAM DESIGN <ul style="list-style-type: none"> • Clear description of details for carrying out the project • Service Provider Staffing • Activities included are of sufficient scope and detail to provide evidence of satisfactory delivery of services and products 	50
3. REASONABLENESS OF COST <ul style="list-style-type: none"> • Service Provider Budget • Appropriateness of Resources Dedicated to the Project • Costs are Reasonable and Necessary to Carry out the Project 	20
TOTAL	100

NOTE: A composite grade will be given for the following chart criteria of 0-100 with a minimum of 70 points.

TTA may contract with additional vendors to provide one-off training courses if needed. In the event, TTA chooses to contract with a vendor, a service agreement will be executed between the parties. A vendor shall not perform services for TTA without a fully executed agreement or contract. Contractors will be compensated by TTA for services satisfactorily performed in accordance with contract requirements.

PROPOSAL REVIEW TERMS

1. Proposal submissions will be reviewed by TTA staff to determine if the proposal meets program needs and if requested information and required documentation as identified throughout the RFP document have been returned with the submitted proposal.
2. TTA reserves the right to contact any source regarding, but not limited to, vendor reputation, product/service quality, work history, and/or past performance to evaluate/award the RFP submission(s) that best meet TTA program needs and clients served.
3. The evaluation team's preferred proposal will be presented to governing bodies as a recommendation for award so the governing body(s) may make a final award decision.
4. The proposal must have an original signature of the person having the authority to bind the organization to a contract, or it may be rejected for non-compliance.

PROPOSAL AWARD TERMS

1. TTA reserves the right to ask questions, request additional information or clarifications, and hold individual interviews at any given time throughout the evaluation and negotiation process to determine the proposal that best meets the procurement needs being sought to the best benefit of TTA and programs served.
2. TTA reserves the right to allow corrections of non-material errors or omissions at TTA's sole discretion.
3. Submission of a proposal indicates the Proposer's acceptance of the evaluation and award process and is in agreement the evaluation team may make subjective judgments in evaluating the proposals to determine the best value to best benefit TTA and programs served.
4. TTA reserves the right to accept or reject any RFP proposal received, as well as cancel the RFP in its entirety at any time during the RFP process, without notice or explanation, which may result due to unforeseen irregularities, low response or procurement needs not being met by submitted proposals.
5. TTA may modify or waive any provisions set forth in this RFP for any reason and all herein mentioned without notice to anyone if deemed in the best interest of TTA and the programs served.
6. TTA reserves the right to negotiate the final terms of any potential contract or service agreement resulting from this RFP to include but not limited to the RFP document, Proposer(s) submitted proposal, and the RFP exhibits and attachments, i.e., 'TTA General Terms & Conditions, and the 'Essential Clauses and Certifications' pages requiring signatures, all acting as binding documents to said contract or service agreement.
7. TTA reserves the right, should contract negotiations fail, to enter negotiations with the next highest ranked Proposer with a proposal considered best to meet program needs and may continue in like manner until successful negotiations have been reached. Furthermore, although TTA has the right to negotiate with the next highest-ranked Proposer, it is not required to do so and may re-procure or cancel the RFP at TTA's sole discretion.
8. Execution of any resulting contract or service agreement is required prior to processing any payments to the successful Proposer.

9. Pursuant to the protocol to advise of the right to appeal, a protest must be submitted to TTA's Executive Director within ten (10) calendar days of the time the basis of the protest became known and said protest(s) limited to: 1) violations of federal law or regulations; 2) violations of State or local law under the jurisdiction of State or local authorities; and 3) violations of TTA's protest procedures for failing to review a complaint or protest. The protest must be submitted in writing and must identify the protestor and the solicitation being protested and specifically identify the basis for the protest, providing all pertinent information regarding the solicitation, contract and/or actions of TTA.
- All protests must be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to:

Texas Transit Association
Attn: Executive Director
501 Congress Ave., Suite 150
Austin, Texas 78701

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

PATENTS or COPYRIGHTS

Proposer agrees to protect TTA from claims involving infringement of patent or copyrights if warranted.

PROPOSER COMPLIANCE

Proposer shall comply with all federal, State, and local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the agreement including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. Proposers will be prepared to provide satisfactory proof of compliance if requested.

PROPOSAL AWARD NOTIFICATION

1. It is expected an award will be made on July 26, 2024. (date subject to change)
2. Upon award notification, all Proposers who responded to this RFP will be contacted.

CONTRACT TERM and PAYMENT METHOD

Any resulting contracts are NET30 at the time the invoice is received by allen@txtransit.org in TTA Operations/Finance department. Payment will be made in accordance with the standard lease terms or agreement.

AFFIRMATION & SIGNATURE

AFFIRMATION

The responding entity affirms understanding and acknowledgment of all referenced RFP and program requirements, attached TTA Sample Two Year Training Calendar (Attachment A), PTN-130, Essential Clauses & Certifications (Attachment C), and any Exhibits (if provided) are explicit to this RFP procurement and agrees to return any and all pages from the RFP document which require a signature or check markings, with a RFP proposal. Proposer further understands and acknowledges making a false statement and/or proclamation of compliance is a material breach of any subsequent award or service agreement and is grounds for award cancellation.

SIGNATURE

The undersigned hereby certifies and warrants that he/she has been fully authorized to execute this RFP submission on behalf of their firm and to legally bind the firm to all the terms, performances, and provisions as herein set forth. In compliance with this Request for Proposals, and to all conditions imposed therein, and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods/services described herein in accordance with the attached signed proposal, or as mutually agreed upon in writing signed by both parties pursuant to subsequent negotiation.

Company/Provider Name

Signature

Date

Printed Name and Title of Authorized Representative

Email

Telephone: (_____) _____

Title: _____

Fax Number: (_____) _____

Email Address: _____

Federal Employer ID: _____

Texas State Comptroller ID: _____

Addenda Acknowledged:

Addendum Numbers: _____ Initial: _____

Addendum Numbers: _____ Initial: _____

ATTACHMENT A



**Texas Transit Association (TTA) State-Wide Training Initiative
 Sample 2-Year Program Schedule Proposal**

Core Courses	Length	FY 25	FY 26
Fundamentals of Transit	2 days	1	1
Financial Management	2 days	1	1
Safety & Security, Emergency Preparedness	2 days	1	1
Business Plan Development	3 days	1	1
Procurement	1.5 days	1	1
Transit Asset Management	1/2 day	1	1

Sample Supplemental Courses	Length	FY 25	FY 26
ADA	1/2 day	1	1
Dispatching and Scheduling	1/2 day	1	1
Dealing w/ Conflict	1/2 day	1	1
DBE	1/2 day	1	1
Open, TBD	1/2 day	1	1
Title VI	1/2 day	1	1
Drug and Alcohol	1/2 day	1	1
Succession Planning	1/2 day		1
Ethics and Diversity	1/2 day		1

Sample Webinars	Length	FY 25	FY 26
ADA Eligibility Determination (Webinar)	120 min	1	1
Sexual Harassment (Webinar)	120 min	1	1
Transitioning into a supervisory role (Webinar)	120 min	1	1
Public Engagement and Participation (Webinar)	120 min		1
Procurement (Webinar)	120 min	1	1
Recognizing and how to combat Human trafficking (Webinar)	120 min		1
Board Training, how to have an effective Board (Webinar)	120 min		1

ATTACHMENT B



Texas Transit Association (TTA) State-Wide Training Initiative Sample List of Courses and Descriptions

CORE COURSES AND DESCRIPTIONS:

Fundamentals of Transit Management – 2-day course

Fundamental skills of transit management for transit managers and supervisors, modules include:

- Human Resource Management
- Empowering Your Board to Lead
- Operations & Service Design
- Vehicle and Facilities Management
- Title VI, ADA, & Civil Rights
- Performance Measurement

Financial Management – 1 or 2 day course

- Developing goals and objectives
- Performance evaluation
- Budgeting and reporting
- Strategic planning
- Transportation costs and allocation
- Cash management

Safety & Security Emergency Preparedness –1 or 2 day course

- How to conform to the Federal Safety Management System requirements
- Identify gaps and needs in the transit agencies' safety and security programs
- Developing a Safety Culture; Safety Policy Formation, Planning, & Implementation
- Accident & Incident Reporting and Documentation
- Safety Sensitive Employees and Drug Testing Requirements/Reporting Responsibilities

Business Plan Development – Up to a 3-day course

- Review business plan aspects: analysis of your existing system, your present and potential customer base, your services, facilities, budget, capital needs, and governance structure
- Assessment of your future service and management options
- Estimate future needs for equipment, vehicles, facilities, and levels of service
- Organization's goals and priorities, understanding your budget for current and future needs

Procurement – ½ day - 1.5-day course

- Procurement Basics, Best Practices, and Third Party Contracting
- FTA contracting minimum standard requirements and guidelines
- Best practices for procurement planning, methods of procurement, and selection
- Contract administration roles and responsibilities
- Full review of FTA Circular 4220.1F complemented with review documentation and procedures

Transit Asset Management – ½ day course

Learn the details of the FTA TAM rule and how you can effectively implement the required TAM system to achieve FTA compliance.

ADDITIONAL TOPICS MAY INCLUDE:

- Recognizing and how to combat Human Trafficking
- ADA focuses on mobility issues, program development, measurement, and coordination of services information.
- Ethics and Diversity
- Title VI
- DBE's
- Public Engagement and Participation
- Dealing with Conflict
- Board Training, how to have an effective Board
- Human Resource Management
- Dispatching and Scheduling
- Transitioning into a supervisory role
- Succession Planning
- Drug and Alcohol
- Sexual Harassment
- Grant Writing
- Service and Safety: Finding the Right Balance
- Regulatory Compliance and Equitable Transit Through DEI&A Service
- Introduction to Financial Management
- Meaningful Transit Equity Analysis
- Communications: The Personalities of Transit
- Introduction to Service Planning
- (Post-Conf) Dispatcher Training
- (Post-Conf) Drivers: Keeping Yourself Safe While Serving the Public
- De-Escalation Training
- Fundamentals of Transit Management
- Leadership Development
- Project Management
- Financial Management 1 & II
- Safety and Security I & II
- Conflict Resolution
- Procurement
- Influencing Decision Makers
- Driver Customer Service
- Advanced Transit Management
- Human Resources: Dealing with Unacceptable Behavior
- Risk Management Workshop
- Public Engagement
- Empowering Mobility Managers to Lead
- ADA Hot Topics

ATTACHMENT C

TTA Assurances - PTN-130

Each Proposer shall provide a copy of the Form PTN-130 signed and returned with the proposal. Proposers must review the Form PTN-130 and fill out the document. This document is required due to the funding source for this project. Proposals that do not include the Form PTN-130 will not be considered.

Please print off the PTN-130 (Vendor Consolidated Certification Form), which begins on the following page, and complete it.



Consolidated Certification

Form PTN-130
(Rev. 8/23)

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

- No Federal Government Obligations to Third Parties
- Access to Third Party Contract Records
- Changes to Federal Requirements
- Civil Rights (EEO, Title VI & ADA)
- Incorporation of FTA Terms
- Energy Conservation
- Trafficking in Persons
- False or Fraudulent Statements or Claims
- Disadvantaged Business Enterprises (DBE)
- Fly America
- Americans with Disabilities Act (ADA) Access
- Special Notification Requirements for States
- Safe Operation of Motor Vehicles
- Federal Tax Liability and Recent Felony Convictions
- Program Fraud and False or Fraudulent Statements and Related Acts
- Prompt Payment
- Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
- Conformance with Intelligent Transportation Systems (ITS) National Architecture
- Severability

[Award Exceeding \\$10,000](#)

- Terminating the Contract
- Solid Wastes

[Award Exceeding \\$25,000](#)

- Debarment and Suspension
- Resolution of Disputes, Breaches, or Other Litigation

[Award Exceeding \\$50,000](#)

- Contracting with the Enemy

[Award Exceeding \\$100,000](#)

- Lobbying Restrictions

[Award Exceeding \\$150,000](#)

- Environmental Protection (Clean Air and Water Pollution Control)

All FTA-ASSISTED THIRD-PARTY CONTRACTS AND SUBCONTRACTS

1. No Federal Government Commitment or Liability to Third Parties

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

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

2. Access to Third-Party Contract Records

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

- A. The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all Third-Party Contract records (at any tier) as required under 49 U.S.C. § 5325(g); and
- B. Sufficient access to all Third-Party Contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure.
- C. The Recipient 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, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.
- D. The Recipient agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts, and reports required under this Contract for a period of at 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. Changes to Federal Requirements

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

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

4. Civil Rights

The Recipient agrees to apply these Federal Civil Rights laws and regulations apply to all contracts.

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

basis of race, color, religion, sex, or national origin.

- B. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
- C. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
- D. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.
- E. Equal Opportunity: The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.
- I. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- II. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- III. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.
- IV. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- V. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

5. Incorporation of Federal Transit Administration (FTA) Terms

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

6. Energy Conservation

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

7. Trafficking in Persons

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- B. Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- C. Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

8. False or Fraudulent Statements or Claims

A. Civil Fraud. The Recipient acknowledges and agrees that:

- I. Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31.
- II. By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government.
- III. The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.

B. Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

9. Disadvantaged Business Enterprises

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

- A. Withholding monthly progress payments;
- B. Assessing sanctions;

C. Liquidated damages; and/or

D. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. §26.13(b).

In accordance with 49 C.F.R. § 26.29(a), Prime contractors agree to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor using direct federal funds, and no later than 10 days from receipt of payment the recipient makes to the prime contractor using state or federal funds pass-through the Texas Department of Transportation (TxDOT) per TxDOT policy.

Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f)(1).

10. Fly America

The recipient agrees to comply with the air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 – 301-10.143.

11. ADA Access

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

A. Federal laws, including:

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

B. Federal regulations and guidance, including:

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

part 1630;

- VIII. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, subpart F;
- IX. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194;
- X. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609;
- XI. FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and
- XII. Other applicable federal civil rights and nondiscrimination regulations and guidance.

12. Special Notification Requirements for States

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

13. Safe Operation of Motor Vehicles

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

14. Federal Tax Liability and Recent Felony Convictions

- A. The contractor certifies that it:
 - I. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 - II. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third-Party Agreement with the Third-Party Participant without FTA's written approval.

B. Flow Down

- I. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

15. Program Fraud and False or Fraudulent Statements and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any

statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

16. Prompt Payment

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. Per Texas Department of Transportation (TxDOT) policy, the 30-day payment window is reduced to 10-days from receipt of payment when the contractor is using state or federal funds pass-through TxDOT to reimburse subcontractors. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed. The contractor must promptly notify the Agency, 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 Agency.

17. Prohibition on certain telecommunications and video surveillance services or equipment

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

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

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

18. Conformance with ITS National Architecture

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a

regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

19. Severability

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

Awards Exceeding \$10,000

20. Termination

A. Termination for Convenience

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

B. Termination for Default [Breach or Cause

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will 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 the Agency 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, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

C. Opportunity to Cure

The Agency, 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 Agency'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 Agency setting forth the nature of said breach or default, Agency 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 Agency 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 Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

21. Solid Wastes

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a

manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Awards Exceeding \$25,000

22. Debarment and Suspension

The Recipient agrees to the following:

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

23. Resolution of Disputes, Breaches, or Other Litigation

A. FTA Interest

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

B. Notification to FTA; Flow Down Requirement

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

- I. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

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

C. Federal Interest in Recovery

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

D. Enforcement

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

E. Agency Process

vendors may view the dispute resolution process here:

All protests must be submitted to TTA in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail), with sufficient documentation, evidence and legal authority to demonstrate that the Protestor is entitled to the relief requested. The protest must be certified as being true and correct to the best knowledge and information of the Protestor, be signed by the Protestor, and be notarized. The protest must also include a mailing address to which a response should be sent.

Protests received after the deadlines for receipt of protests specified above are subject to denial without any requirement for review or action by TTA.

All protests must be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to:

Texas Transit Association
Attn: Executive Director
100 Congress Ave., Suite 2000
Austin, Texas 78701

The Executive Director shall issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by first-class U.S. Postal Service to the address indicated in the protest letter.

For convenience, TTA will also send a copy of the response to a protest to the Protester by facsimile and/or electronic mail

Awards Exceeding \$50,000

24. Never Contract with the Enemy

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

Awards Exceeding \$100,000

25. Lobbying Restrictions.

The Recipient agrees that neither it nor any Third-Party Participant will use federal assistance to influence any officer or employee

of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:

A. Laws, Regulations, Requirements, and Guidance. This includes:

- I. The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended;
- II. U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended; and
- III. Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature; and

B. Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described

above may be undertaken through the Recipient's or Subrecipient's proper official channels.

C. Political Activity. The Recipient agrees to comply with:

- I. The Hatch Act, 5 U.S.C. chapter 15, which limits the political activities of state and local government agencies supported in whole or in part with federal assistance, including the political activities of state and local government officers and employees whose principal governmental employment activities are supported in whole or in part with federal assistance;
- II. U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 C.F.R. part 151; and
- III. 49 U.S.C. § 5323(l)(2) and 23 U.S.C. § 142(g), which limits the applicability of the Hatch Act, as follows:
 - a. The Hatch Act does not apply to nonsupervisory employees of a public transportation system, or any other agency or entity performing related functions, based upon the Award of federal assistance under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2); but
 - b. Notwithstanding the preceding section 4(e)(3)(ii) of this Master Agreement, the Hatch Act does apply to a nonsupervisory employee if imposed for a reason other than the Award of federal assistance to its employer under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2).

D. Lobbying and Disclosure Certification

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

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Company	Printed Name of Person Completing Form
Date	Signature

Awards Exceeding \$150,000

26. Environmental Protection (Clean Air and Clean Water)

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

§§ 1251 - 1388). Violations must be reported to the 64 Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

[Reset this Page](#)

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

3a. Federal Professional Services Architectural & Engineering Related Clauses

- A. Rights in Data and Copyrights (R&D)
- B. Patent Rights and Rights in Data
- C. Termination Clause: (Select One)
 - Termination for Convenience or Default (Architect and Engineering)
 - Termination for Convenience (Professional or Transit Service Contracts)

- For Architectural and Engineering

A. Rights in Data and Copyrights

- I. Definition of "Subject Data." As used in this section, "subject data" means recorded information, whether or not copyrighted, that is delivered or specified to be delivered as required by the Underlying Agreement. Examples of subject data include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Underlying Agreement.
- II. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Underlying Agreement:
 - a. Prohibitions. The Recipient may not publish or reproduce any subject data, in whole, in part, or in any manner or form, or permit others to do so.
 - b. Exceptions. The prohibitions do not apply to publications or reproductions for the Recipient's own internal use, an institution of higher learning, the portion of subject data that the Federal Government has previously released or approved for release to the public, or the portion of data that has the Federal Government's prior written consent for release.
- III. Federal Rights in Data and Copyrights. The Recipient agrees that:
 - a. General. It must provide a license to its subject data to the Federal Government that is royalty-free, non-exclusive, and irrevocable. The Federal Government's license must permit the Federal Government to reproduce, publish, or otherwise use the subject data or permit other entities or individuals to use the subject data provided those actions are taken for Federal Government purposes; and
 - b. U.S. DOT Public Access Plan – Copyright License. The Recipient grants to U.S. DOT a worldwide, non-exclusive, non-transferable, paid-up, royalty free copyright license, including all rights under copyright, to any and all Publications and Digital Data Sets as such terms are defined in the U.S. DOT Public Access plan, resulting from scientific research funded either fully or partially by this funding agreement. The Recipient herein acknowledges that the above copyright license grant is first in time to any and all other grants of a copyright license to such Publications and/or Digital Data Sets, and that U.S. DOT shall have priority over any other claim of exclusive copyright to the same.
- IV. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, Technical Assistance, and Special Studies Programs. In general, FTA's purpose in providing federal assistance for a research, development, demonstration, deployment, technical assistance, or special studies program is to increase transportation knowledge, rather than limit the benefits of the Award to the Recipient and its Third-Party Participants. Therefore, the Recipient agrees that:
 - a. Publicly Available Report. When an Award providing federal assistance for any of the programs described above is completed, it must provide a report of the Underlying Agreement that FTA may publish or make available for publication on the Internet.
 - b. Other Reports. It must provide other reports related to the Award that FTA may request.
 - c. Availability of Subject Data. FTA may make available its copyright license to the subject data, and a copy of the subject data

- to any FTA Recipient or any Third-Party Participant at any tier, except as the Federal Government determines otherwise in writing.
- d. Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA
 - e. Incomplete. If the Award is not completed for any reason whatsoever, all data developed with federal assistance for the Award becomes subject data and must be delivered as the Federal Government may direct.
 - f. Exception. This section does not apply to an adaptation of any automatic data processing equipment or program that is both for the Recipient's use and acquired with FTA capital program assistance.
- V. License Fees and Royalties. Consistent with the applicable U.S. DOT Common Rules, the Recipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Underlying Agreement are program income and must be used in compliance with federal applicable requirements.
- VI. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that if it intentionally violates any proprietary rights, copyrights, or right of privacy, and if its violation under the preceding section occurs from any of the publication, translation, reproduction, delivery, use or disposition of subject data, then it will indemnify, save, and hold harmless the Federal Government against any liability, including costs and expenses of the Federal Government's officers, employees, and agents acting within the scope of their official duties. The Recipient will not be required to indemnify the Federal Government for any liability described in the preceding sentence, if the violation is caused by the wrongful acts of federal officers, employees or agents, or if indemnification is prohibited or limited by applicable state law.
- VII. Restrictions on Access to Patent Rights. Nothing in this section of this Master Agreement pertaining to rights in data either implies a license to the Federal Government under any patent or may be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.
- VIII. Data Developed Without Federal Assistance or Support. The Recipient agrees that in certain circumstances it may need to provide to FTA data developed without any federal assistance or support. Nevertheless, this section generally does not apply to data developed without federal assistance, even though that data may have been used in connection with the Award. The Recipient agrees that the Federal Government will not be able to protect data developed without federal assistance from unauthorized disclosure unless that data is clearly marked "Proprietary," or "Confidential."
- IX. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release data and information that the Recipient submits to the Federal Government as required under:
- a. The Freedom of Information Act (FOIA), 5 U.S.C. § 552;
 - b. The U.S. DOT Common Rules;
 - c. The U.S. DOT Public Access Plan, which provides that the Recipient agrees to satisfy the reporting and compliance requirements as set forth in the U.S. DOT Public Access plan, including, but not limited to, the submission and approval of a Data Management Plan, the use of Open Researcher and Contributor ID (ORCID) numbers, the creation and maintenance of a Research Project record in the Transportation Research Board's (TRB) Research in Progress (RiP) database, and the timely and complete submission of all required publications and associated digital data sets as such terms are defined in the DOT Public Access plan. Additional information about how to comply with the requirements can be found at <http://ntl.bts.gov/publicaccess/howtocomply.html>; or
 - d. Other federal laws, regulations, requirements, and guidance concerning access to records pertaining to the Award, the accompanying Underlying Agreement, and any Amendments thereto.

B. Patent Rights and Rights in Data

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and

shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable licenses to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.
 - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

c. Termination Clauses

Professional Services / A&E Certification

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. Vendors are certifying by reference the entire list FTA’s current fiscal year

Certifications and Assurances (for fiscal year _____), and shall download at:

<https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>.

Name of Company	Printed Name of Person Completing Form
Date	Signature

3b. State of Texas Required Clauses: A&E

- A. Buy Texas Affirmation
- B. RP8 E-Verify Program
- C. Anti-Trust Affirmation
- D. Standard of Care for Architectural and Engineering Contracts
- E. Code Indemnification
- F. Dispute Resolution Contract for Professional Services of Architect, Engineer, or Surveyor
- G. Professional Services Procurement Act

A. §2155.4441 Gov’t Code Buy Texas Affirmation

In accordance with Section 2155.4441 of the Texas Government Code, Sub-recipient agrees that during the performance of a contract for services it shall purchase products and material produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

B. Executive Order No. RP8 E-Verify Program

Sub-recipient certifies that for contracts for services, Sub-recipient shall utilize the U.S Department of Homeland Security’s E-Verify system during the term of the agreement to determine the eligibility of:

- I. All persons employed by the Sub-recipient to perform duties within Texas; and
- II. All persons, including subcontractors, assigned by the Sub-recipient to perform work pursuant to the Agreement within the United States of America.

c. §2155.005 Texas Government Code Anti-Trust Affirmation

The undersigned affirms under penalty of perjury of the laws of the State of Texas that

- I. In connection with this Response, neither I nor any representative of the Respondent have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- II. In connection with this Response, neither I nor any representative of the Respondent have violated any federal antitrust law; and
- III. Neither I nor any representative of the Respondent have directly or indirectly communicated any of the contents of this Response to a competitor of the Respondent or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Respondent.

d. §2254.0031 Gov't Code and §271.904(a)-(e) and (g) Tex Local Gov't Code Standard of Care for Architectural and Engineering Contracts

Pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Sub-recipient shall perform services

- I. With professional skill and care ordinarily provided by competent engineer or architect practicing under the same or similar circumstances and professional license, and
- II. As expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

e. §2254.0031 Gov't Code and §271.904 (a)-(e) and (g) Tex Local Govt Code Indemnification

Sub-recipient shall indemnify and hold harmless the State of Texas and TxDOT, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits and all related damages, costs, attorneys fees, and expense to the extent caused by, arising out of, or resulting from any acts of negligence, intentional torts, willful misconduct, personal injury, or damage to property, and/or otherwise related to Sub-recipient's performance and/or failures to pay a subcontractor or supplier by the Sub-recipient or its agents, employees, subcontractors, order fulfillers, consultants under contract to sub-recipient, or any other entity over which the contractor exercises control, or suppliers of sub-contractors in the execution or performance of the Agreement. The defense shall be coordinated by Sub-recipient with the Office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Sub-recipient may not agree to any settlement without first obtaining the concurrence from the Office of the Texas Attorney General. Sub-recipient and TxDOT agree to furnish timely written notice to each other of any such claim.

f. §2254.004 Gov't Code Dispute Resolution Contract for Professional Services of Architect, Engineer, or Surveyor

The Recipient will comply with Texas Government Code, Section 2260.002, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and set forth below in subsections (a)-(d) shall be used by the parties to attempt to resolve all disputes arising under the agreement. In accordance with the Texas Civil Practice and Remedies Code, Section 114.005, the parties agree claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section

114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d).

- I. Notwithstanding Texas Government Code Chapter 2260.002 (3) and Chapter 114.12 and any other statute or applicable law, if the Sub-recipient's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, Sub-recipient may make a claim against Agency for breach of contract and the Agency may assert a counterclaim against Sub-recipient as is contemplated by Texas Government Code Chapter 2260, Subchapter B. In such event, Sub-recipient must provide written notice to Agency of a claim for breach of the agreement not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity:
 - a. the nature of the alleged breach;
 - b. the amount the Sub-recipient seeks as damages; and

- c. the legal theory of recovery.
- II. The chief administrative officer, or if designated in the Agreement another officer of TxDOT, shall examine the claim and any counterclaim and negotiate with Sub-recipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
- III. If the negotiation under paragraph. Above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party’s rights under this Agreement as to the parts of the claim that are not resolved.
- IV. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with TxDOT, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Sub-provider’s sole and exclusive process for seeking a remedy or an alleged breach of contract by TxDOT if the parties are unable to resolve their dispute as described in this section.
- V. Nothing in this Agreement shall be construed as a waiver of the state’s or TxDOT’s sovereign immunity. This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities, or be considered as a basis for estoppel. TxDOT does not waive any privileges, rights, defenses, or immunities available to TxDOT by entering into this Agreement or by its conduct or by the conduct of any representatives of TxDOT, prior to or subsequent to entering into this Agreement.
- VI. Compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Sub-recipient:
 - a. filing suit pursuant to Chapter 114 of the Civil Practice and Remedies Code; or
 - b. initiating a contested case hearing pursuant to subchapter C of Chapter 2260 of the Texas Government Code.

G. §2254.004 Gov’t Code Professional Services Procurement Act

In procuring architectural or engineering services, a government entity shall:

- I. First select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and then attempt to negotiate with that provider a contract.
- II. At a fair and reasonable price.

Professional Services / A&E Certification

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with State of Texas funds.

Name of Company	Printed Name of Person Completing Form
Date	Signature