



## **REQUEST FOR PROPOSALS**

**LEASED SPACE  
UP TO APPROXIMATELY 8,500 – 10,000 SQUARE FEET**

**Available - August 5, 2024/ Closes – September 3, 2024, 5:00 pm CST**

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**Community Services, Inc. Request for Proposals  
(RFP)  
Leased Space**

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**Community Services, Inc.  
Request for Proposals (RFP)  
Leased Space**

**I. Introduction**

**A. Purpose**

Community Services, Inc., (Hereinafter CSI) is issuing this Request for Proposals (RFP) for the purpose of securing leased space for the location of administrative/operational offices. CSI operates across a ten-county region including Anderson, Collin, Denton, Ellis, Henderson, Hunt, Kaufman, Navarro, Rockwall, and Van Zandt counties and provides a plethora of different services to individuals in the service delivery area. Services that includes rural transportation, meals on wheels, and transitional services to transition persons out of poverty. Approximately 25 full time and 4 part time individual's to office at the administrative offices. **Note: Space must be located in Navarro or Ellis Counties to support the agency's Transit operations.**

**B. Funding Sources**

The Texas Department of Housing and Community Affairs (TDHCA), provides funding for the Community Services Block Grant (CSBG) Program in Anderson, Collin, Denton, Ellis, Henderson, Hunt, Kaufman, Navarro, Rockwall, and Van Zandt counties. Other funding sources consist of Texas Department of Transportation (TX DOT) supporting services in Ellis and Navarro Counties, the Department of Aging and Disability Services (DADS) and the Texas Department of Agriculture (TDA) supporting services in Navarro County.

**II. General Instructions**

**A. Request for Application**

CSI is soliciting proposals from qualified entities to provide leased space for CSI to operate administrative, management, and operational activities. The purpose of this Request for Proposal (RFP) is to solicit proposals and provide general guidelines and procedures for submitting such a proposal. The individual(s) named below is the point of contact for this RFP.

Daniel Edwards, Sr., MPA  
President/CEO  
Community Services, Inc.  
[dedwards@csicorsicana.org](mailto:dedwards@csicorsicana.org)  
Direct: 903-875-3721  
Fax: 903-872-0254  
Cell: 972-740-1526  
PO Box 612  
Corsicana, TX 75151-0612

**B. Submission of Proposals**

1. One (1) original (clearly marked original) and five (5) copies of the proposal, and an electronic copy (written in Microsoft Word or PDF) forwarded by email or Flash Drive, must be received by the individual(s) named below, no later than 5:00 p.m. CST, Tuesday, September 3, 2024. Proposals received after the stated time will not be considered.

Community Services, Inc.  
Daniel Edwards, Sr., MPA  
ATTN: Leased Space RFP  
PO Box 612  
Corsicana, TX 75151-0612

2. The cost of developing and submitting the proposal is entirely the responsibility of the proposer. This includes costs to determine the nature of engagement, preparation of the proposal, submitting the proposal, negotiating for the Contract (i.e., Lease) and other costs associated with this Request for Proposal. All responses will become the property of CSI and will be a matter of public record subsequent to the award of the Contract or rejection of the proposal.

**C. Key Dates**

RFP Issued:	Monday, August 5, 2024
Pre-Proposal Conference:	Wednesday, August 14, 2024
Deadlines for Questions:	Monday, August 19, 2024
Responses to Questions:	Friday, August 23, 2024
Proposals Due:	Tuesday, September 3, 2024, by 5:00 P.M. CST
Interviews (if needed):	September 9, 2024 – September 13, 2024
Notice to Proceed (NTP):	Anticipated on or before October 1, 2024

**D. General Information**

**Inquiries:** All inquiries, written or verbal, shall be directed to CSI.

Daniel Edwards, Sr., MPA  
Community Services, Inc.  
PO Box 612  
Corsicana, Texas 75151  
Telephone: 903-875-3721  
Facsimile: 903-872-0254  
E-mail Address: [dedwards@csicorsicana.org](mailto:dedwards@csicorsicana.org)

Communication is prohibited between the proposers, its employees, representatives, or agents, and any CSI employee, representative, or agent, other than as stated above, regarding this request except with designated participants in attendance **ONLY DURING:**

Negotiations  
Contract Signing  
As otherwise specified in this Request.

Violations of this provision by the proposer or CSI personnel may result in the rejection of the proposal.

**Negotiated Procurement:** Final evaluation and award is made by CSI and approved by the organizations Board of Directors in open session to ensure full transparency throughout the process.

**Appearance Before Committee:** Any, all, or no proposers may be required to appear before CSI to explain their understanding and approach to the project and/or respond to questions from CSI concerning the proposal. CSI reserves the right to request information from proposers as needed. If information is requested, CSI is not required to request the information of all proposers.

Proposers selected to participate in negotiations may be given an opportunity to submit a best and final offer to CSI. Prior to a specified deadline for best and final offers, proposers may submit revisions to their proposals. No additional revisions shall be made after the specified deadline unless requested by CSI.

Meetings before CSI Board are subject to the Open Meetings Act if applicable and required.

**Pre-proposal Conference** - A pre-proposal conference will be held at 11:00 AM CST on August 14, 2024, at:

**Corporate Office**

**Address: 302 Hospital Drive, Corsicana, TX 75110 – Phone: (903) 875-3721**

Attendance is not required at the pre-proposal conference but is encouraged. Due to space limitations, proposers must RSVP and should attend with no more than two representatives.

CSI will address questions asked at the pre-proposal conference to the best of their abilities. Official responses will be provided in writing no later than 3:00 PM CST on August 23, 2024. Official answers or positions of CSI would be those provided in writing. Questions with official responses will be posted at [www.csicorsicana.org](http://www.csicorsicana.org). It is the proposer's responsibility to review the information provided.

Failure to notify CSI of any conflicts or ambiguities in the Request may result in items being resolved in the best interest of CSI. Any modification to this Request as a result of the pre-proposal conference, as well as written answers to written questions, shall be made in writing and posted at [www.csicorsicana.org](http://www.csicorsicana.org). Only written communications are binding. It is the proposers' responsibility to periodically check [www.csicorsicana.org](http://www.csicorsicana.org) for updates or modifications to this RFP.

## **Proposals**

**Criteria for Evaluating Proposals:** CSI shall make an award in the best interest of CSI.

**General.** The proposer should develop a proposal through a process that considers the mission and vision of CSI and the functions to be performed in this location consisting of general office work. All proposals submitted in response to the RFP will be evaluated by CSI using the following criteria and factors (listed in no particular order of importance):

**Technical Response.** The extent to which the proposer effectively demonstrates an understanding of the needs of the agency as described in this RFP, and offers appropriate solutions to meet those needs. The quality of the technical response is measured by the extent to which the specifications are adequately addressed within the proposer's proposal, and the extent to which the proposer may suggest recommendations for improvements.

**Response Format and Completeness.** Adequacy and completeness of the proposal is required and carries an important weighting in the evaluation of all proposals. The proposal is to be complete, concise, and understandable. Pages are to be consecutively numbered.

**Financial Ability.** The proposer demonstrates a financial ability to implement, manage and maintain the proposed offering.

**Experience and Qualifications.** The proposer's general experience and qualifications, and CSI's assessment of the proposer's ability to perform the work in a timely and professional manner.

**COST.** CSI will perform a cost analysis on all proposals selected for review.

**FACILITY FUNCTION AND APPEARANCE.** CSI will review all proposals and determine which facilities best meet the specifications included in the request. CSI will also analyze the function and appearance which best fits the needs of the organization and supports the mission and vision of the operation.

**Acceptance or Rejection:** CSI reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify

any ambiguities in proposals; modify any criteria in this Request; and unless otherwise specified, to accept any item in a proposal.

**Agreement:** The successful proposer will be required to enter into a formal contract/lease that is acceptable to CSI. Special Provisions within the agreement allow for the addition of attachments, amendments, and special conditions that may be negotiated by the successful proposer and CSI. The proposer's response to this RFP shall be included as a legal part of the agreement. In the absence of any language to the contrary, this RFP will be the determining document in questions of compliance with the specifications for this project.

**Agreement/Lease Formation:** No agreement/lease shall be considered to have been entered into by CSI until all statutory required signatures and certifications have been executed; and a written lease has been signed by the parties.

**Open Records Act - Texas General Code in Title 5, Subchapter A Subtitle 552:** All proposals become the property of CSI. Information contained within the selected proposals will be open for public review once a contract is signed or all proposals are rejected. Any information deemed proprietary by the proposer should be labeled as such. The final determination of proprietary will be the responsibility of CSI. Price/Cost information is not considered proprietary.

**Federal, State and Local Taxes-Governmental Entity:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The successful proposer shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Request. CSI shall have no responsibility for any taxes associated with this procurement.

**Debarment of Proposer:** Any proposer who defaults on delivery as defined in this Request may be barred after reasonable notice to the person involved and reasonable opportunity for that person to be heard. CSI after consultation with the attorney of record for CSI Board, may debar a person for cause from consideration for award of contracts. The debarment shall not be for a period exceeding three years. CSI after consultation with the attorney, shall have authority to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity, which might lead to debarment. The suspension shall not be for a period exceeding three years unless an indictment has been issued for an offense which would be a cause for debarment, in which case the suspension shall, at the request of the attorney, remain in effect until after the trial of the suspended person. If the proposer sells the property and ownership transfers to an owner that is debarred this lease will be immediately terminated.

**Insurance:** CSI shall not be required to purchase any insurance against loss or damage to any personal property nor shall CSI establish a "self-insurance" fund to protect against any loss or damage. Subject to the provisions of applicable Texas Law and the proposer shall bear the risk of any loss or damage to any personal

property owned, maintained, or provided by the proposer to CSI.

**Untenantable Space:** If the Building or leased Premises shall be damaged, destroyed, or rendered untenantable, in whole or in part, by fire, casualty, natural disaster, deterioration, lack of maintenance, or any other failure to perform by the proposer, any payments for leased space shall abate and lease will terminate if space is not able to be returned to tenantable condition within reasonable time (which will be negotiated as part of final lease).

### **III. General Information and Contractor Requirements**

#### **A. Lease Period**

The potential lease period for the facility will be from October 1, 2024, through September 30, 2029, unless occupancy can be achieved before that date. Community Services, Inc. shall negotiate and enter into a lease agreement which will be one (1) year term with the option to renew in increments of one (1) year terms for up to five (5) years total. The cost of the options periods will be agreed upon by Community Services, Inc. and the proposer.

#### **B. Qualified Proposer**

To be qualified as a proposer responding to this Leased Space Request, the proposer must meet the following requirements:

1. Be an established entity with a proven record of experience providing leased space
2. Have financial resources available to adequately maintain the leased space
3. Not be debarred by the United States Federal Government from providing services to the Federal Government
4. Meet all building codes, laws, regulations, etc.
5. Must be able and willing to accept all terms outlined in this request
6. Abide by all rules, laws, regulations, etc. associated with this request
7. Abide by such guidelines as may be required by the State of Texas and WIOA regulations

#### **C. Statement of Work**

CSI is releasing this Request to operate all administrative functions in one continuous space. CSI will make awards based on the best options for providing a good working location for the employees and board members to conduct general professional office duties. Any facility selected will have an independent mechanical and structural inspection by a vendor of CSI's choice before any lease will be executed.

#### **General Criteria**

- The leased space must be within Navarro or Ellis Counties and must not be in an area designated as a hazardous waste site, landfill, or wetlands area.
- Facilities should be on or near public rural transportation routes



- Restrooms for customers in a common area and employees in a restricted access location
- Off street parking
- Facility must be ADA (American’s with Disabilities Act) and ADAAA (ADA Amendments Act of 2008) compliant
- The proposer is responsible for furnishing and installing telecommunications wiring, outlets or jacks to meet voice and data requirements.
- The proposer is responsible for meeting safety and security needs in this request
- The facility must be accessible 365 days a year 24 hours a day

**Space Size Requirements (Dedicated Space)-**

Departments/Space Type	Description	Quantity	Total ASF	Description	Construction	
Administration	President/CEO	1	300	300	Hard-wall	
	Officers	2	200	400	Hard-wall	
	Professional Staff	10	200	2000	Need to be hard-wall offices	
	Meeting Rm.	1	300	300		
	Lateral File Storage	15	10	150		
	Vertical File Storage	10	7	70		
	Breakroom/Kitchenette	1	100	100		
	Reception/Mail	1	100	100		
	Central Copy/Fax	1	50	50		
	<b>sub-total</b>			<b>3,470</b>		
QA/QC	Office	1	250	250		
	<b>sub-total</b>			<b>250</b>		
Client Management	Advocacy/Case	Office	6	110	660	Can be one large open space for cubicles
		<b>sub-total</b>			<b>660</b>	
Career Training/Leadership	Classroom	1	800	800	One large room is better	
	<b>sub-total</b>			<b>800</b>		
	Board Meeting Rm.	1	800	800		
	<b>sub-total</b>			<b>800</b>		
Cover Parking and/or Warehouse Area to house 15 buses and 10 agency vehicles	Covered Parking and/or Warehouse Space	1	7000	7000		
		<b>sub-total</b>			<b>7000</b>	
Transit Dispatch & Logistics Research	Office	1	600	600	Can be one room	
	<b>sub-total</b>			<b>600</b>		
Community Partner(s)	Office	5	110	550	Hard-wall	
	<b>sub-total</b>			<b>550</b>		
			<b>10937</b>	<b>14,930</b>		
			<b>14,930</b>			

15000	3750	25% Internal Circulation
Total SF	15,000	
Estimated Total RSF	2,700	18% Conversion

CSI understands there will be additional common space costs associated with almost all locations that will increase the square footage.

Off street parking - 40 spaces for staff working in the facility and up to 20 for visitors. Note: Agency provides transit services for Ellis/Navarro Counties and need to accommodate 10 to 15 buses and will require covered parking and/or warehouse space to house buses and agency vehicles.

**Services To Be Provided by Proposer**

Utilities-

Public utilities will be furnished by proposer and paid for by leasee including water, sewer, gas, electricity, air- conditioning, and heat.

Services-

1. Grounds maintenance and landscaping, including cleaning of parking areas, entrances and sidewalks.
2. Snow and ice removal
3. Pest Control, extermination, and maintaining the facility free from vermin
4. Custodial service and refuse removal on a regular schedule
5. Maintenance of men’s and women’s restrooms together with hot and cold water, cleaning services, all supplies, such as soap, towels, and toilet paper
6. Refrigerated drinking fountains
7. Electric current in reasonably sufficient amount for normal business use; including operation of building standard lighting and general office machines
8. Maintenance of building standard fluorescent or LED lighting fixtures and bulbs
9. Heating, ventilation and air conditioning, in season, through the existing air distribution system of the facility, at such temperatures and in such amounts as may be reasonably required for comfortable use and occupancy under normal business operations
10. Window washing of all exterior windows at a regularly scheduled interval or as necessary for professional appearance

Repair-

Proposer will repair and maintain in good repair the walls, windows, doors, roof, floors, foundation, heating and air conditioning infrastructure, plumbing, sewer lines, electrical wiring and related fixtures, all common areas of and within the structure including entrances, hallways, stairwells, and parking lots, and all other infrastructure. Proposer

is responsible for all costs associated with such maintenance. Proposer will use its best efforts to affect such repairs promptly, and in such manner as not to unreasonably interfere with Tenant's occupancy or conduct of business.

If the interior, contents or fixtures of the facility are damaged as a result of failure of the roof, plumbing, HVAC system or other utilities or items that are the maintenance responsibility of the proposer, the proposer agrees to pay the costs to repair or replace the contents or fixtures and to make resulting repairs to the interior. Period of performance for any repairs will be negotiated as part of lease negotiations.

#### Space Design and Construction Requirements-

**Parking:** Parking areas should be paved with asphalt or concrete and have adequate drainage, striping, and curbs or bumper blocks. The arrangement of the parking should not detract from the image or visibility of the building and should emphasize the location and provide easy access to the front entry. CSI expects typical dimensions, clearances and aisle widths to be used in planning for parking areas. Minimum stall width is to be 9.5 feet. Accessible stalls need to meet requirements of Americans with Disabilities Act Accessibility Guidelines. Adequate care is to be taken to consider walkways. Appropriate signs and safety markings must be provided in all parking and driveway areas. CSI is willing to negotiate for employee parking that is offsite as long as it is within walking distance.

**Telecommunications Wiring, Outlets or Jacks to Meet Voice and Data Requirements:** CSI will work with the proposer to determine the exact specifications based on building layout. Generally, each work area must have at a minimum of 1 network Cat 5e computer networking jack with 2 being preferred. General Work Areas will have an increased need for Cat 5e wiring as well as cable access and increased electrical needs for copiers and other large office equipment. It is preferred to have 2 network jacks at each workstation. CSI has a provider for data and voice service and facility must be able to accept those services. The IT Network Room must be cooled to industry standards ensuring safe and efficient operation of multiple servers and computer equipment. Dependent upon facility arrangement, fiber optic cable may also be required to support data and voice requirements.

**Acoustics:** Care should be taken to consider sound deadening materials and design. Sound insulation or sound batting must be installed in all enclosed, hard-wall rooms; this is required for the interior side walls and is also required in the ceiling above such rooms. Control of noise in the HVAC system and adequate insulation of duct work is needed.

**Restrooms:** Common area public restrooms (male and female) must be located within or in close proximity to occupied space. Maintenance of the common area public restrooms will be the responsibility of the proposer. A minimum of one set of restrooms (male and female) is to be provided in the employee/staff work area within the leased space. Restroom is to be equipped with an exhaust fan. All restrooms shall

comply with ADA design requirements. Sound containment within the restrooms is required.

**Water Fountains:** Water fountains are to be provided adjacent to each set of restrooms. These must be electric refrigerated water coolers and shall comply with ADA design requirements and be fully accessible to disabled individuals.

**Entry Ways:** A double door public entry vestibule will be provided of an approximate size of six feet by eight feet. This vestibule will have an airlock design with two sets of double doors. Each set of double doors is not to have a center support, i.e., both doors can be opened so as to provide a large, open, unobstructed entry pathway if needed. One of the double swing entry doors on each set of doors, for a total of two doors on the same pathway, shall be accessible, power operated doors with handicap opening operators (touch plates with the handicap symbol) on each side of each door to provide accessible entry for the physically challenged. Alternative powered door opening mechanisms to provide accessibility will be considered. Additional employee entranceway(s) and emergency exits shall be provided. The vestibule area of the public entranceway may have a recessed grated floor system, typically with aluminum treads to provide for dirt, mud, and snow removal as an additional design option.

**Exterior Signs:** Furnish and install an exterior sign with the current CSI name and logo. Sign to be approved by authority having jurisdiction. Directional and traffic control signs are to be installed in driveways and parking area as needed and required. Parking areas shall also be identified by signs for Accessible stalls.

**Windows:** A suitable number of Low-E anti-glare exterior windows are desired.

### **Finish Materials**

Selection of typical finish materials will be made by CSI from several choices presented by proposer. The proposer should present a recommended material list that considers durability and the normal amount of wear and tear associated with CSI offices.

The proposer shall be responsible for maintenance and improvements required as a result of typical wear and tear. The proposer shall maintain or replace the selected finish materials as part of the base rent for the term of the lease, according to the reasonable life expectancy of such materials and finishes, except for damages or unusual circumstances caused by CSI. All finishes and materials in the proposed facility should receive appropriate maintenance or replacement provided by the proposer. Painted walls, carpeting and other flooring are of particular concern to CSI. The proposer shall plan on repainting at the beginning of year five and at a minimum of five-year intervals thereafter at no cost to CSI. Similarly, carpet shall be replaced at the beginning of year five and at a minimum of five-year intervals thereafter at no cost to CSI.

**Flooring:** Only carpet designed for heavy wear (density of not less than 28-ounce weight) for the term of the lease will be accepted. CSI prefers to choose the carpet to

ensure durability and compatible colors. Carpet adhesive shall be solvent free and carpet shall be approved by the Carpet and Rug Institutes Indoor Air Quality Testing Program. Appearance loss and maintenance needs shall be considered in carpet selection. Entrances, restrooms, break rooms should have resilient tile or ceramic tile flooring. Resilient flooring to be 12 inches by 12-inch vinyl composition tile or equivalent. All walls shall be trimmed out at the bottom with 4-inch vinyl or rubber cove base. Restrooms are to have a 6- inch cove base that may be integrated with the flooring. Ceramic tile splash back to be placed on walls behind sinks and paper towel holders.

Ceilings: Typical standard ceiling consists of two foot by four-foot acoustic ceiling, white metal grid, flush tiles with lay in ceiling light fixtures. Alternatives will be considered. Telecommunications and electrical wiring typically run above dropped ceiling using manufactured commercial wire racks/trays.

Painting: All walls, steel door frames and steel doors should be painted. Two coats of semi-gloss finish over primer as required. Paint material shall be acrylic latex or type appropriate to the material. More durable finishes shall be used in restrooms, break rooms and public entry. All wood doors shall be stained and clear finished. Suggested painting intervals shall be five years.

Doors: All doors shall be a minimum width of 36". Doors shall be equipped with accessible hardware and have a door stop. All security access doors are required to have a door closer.

Toilet & Restrooms: All restrooms shall have accessories. Accessories shall include mirrors, soap dispensers, trash containers, toilet tissue dispensers, and napkin disposal units. Also, hand dryers, automated flush toilets and faucets should be considered as an option. Toilet privacy partitions are to be provided for restrooms with more than one water closet and/or urinal. Restrooms shall be equipped with a floor drain.

Window Blinds: All exterior Low-E windows shall have horizontal blinds.

## **Safety and Security**

Life Safety: A life safety system shall be provided that meets building code and NFPA recommendations (NFPA 72, 1999 or newer, National Fire Alarm Code and NFPA 70, 1999 or newer, National Electrical Code). A fire alarm, smoke detection (and/or heat detection) and automatic fire sprinkler system shall be provided in the building. Appropriate fire rated structure, walls and doors are required per building codes and industry standards. HVAC equipment interlocks shall be provided as required by NFPA, UBC and local jurisdictions based on the proposed facility and its configuration. Fire extinguishers shall be provided and maintained as required by code in finished areas in compartments and in-service areas hung directly from the wall. Notwithstanding code requirements, fire extinguisher and fire sprinkler inspection and maintenance is required no less than once a year by trained personnel at no cost to CSI.

Emergency lights shall be provided, with rechargeable batteries and with a changeover time of no more than ten seconds. Exits and exit access shall be marked by approved illuminated signs readily visible from any direction of access.

The proposer shall identify all known or suspected hazardous or contaminated conditions on site including, but not limited to, subsurface, surface, and the building and its building envelope. Identify status of asbestos abatement, if any, for facility. Identify known or suspected areas of asbestos contamination. Identify known surveys and abatement projects or investigations and the author.

CSI reserves the right to require the proposer to provide appropriate environmental audits, hazardous material studies and abatement. CSI will determine the need for this during negotiations.

**Security:** Design shall consider relevant security needs for the building and site. Consideration is to be given to ensuring visibility throughout the facility. Security concerns should be developed with CSI as part of the design and construction process. CSI will choose a vendor to perform a security review of any facility. Proposer will be required to make necessary security upgrades or changes as identified in the security review at the direction of CSI. Proposer will be required to provide all legally required safety and/or operating certificates or licenses to CSI.

**Door Locks and Keys:** Exterior entrance doors shall have a key override. Consideration should be given for access to local fire department and emergency personnel. All enclosed offices are to have locking doors with three keys provided for each office. Master keys and department keys may be needed based on building design. CSI prefers an electronic key card system, but is not required.

**Lighting:** It is preferred that building exterior and site lighting be automatically controlled by photo sensors, time clocks, or a combination of both where required for security conditions. Interior controls and lighting for after hour usage shall be provided.

**VariANCES-**

All variances to the Specifications and Attachment(s) must be fully explained on a separate document attached to the completed proposal. Failure to comply with this requirement may result in disqualification of the proposal or, at the discretion of CSI, insistence on full compliance with Specifications.

**General Space-**

CSI prefers the size of the space listed; however, adjustments to size are understandable in order to enhance the design, functional relationships and the available space. CSI will review all proposals and make a final determination on space based on the proposals submitted and how they fit the operational mission and vision of providing services to the immediate area and surrounding communities.

## **IV. Proposal Components**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposers' capabilities to satisfy the requirement of the RFP package. Emphasis should be on completeness of the proposal and clarity of content. Repetition of the terms and conditions of the RFP package, without additional explanation, will not be considered responsive.

### **A. Proposal Requirements**

No paperwork or form is provided by CSI for the proposal. Instead, proposers are asked to prepare their proposals in a format that they believe best conveys the details of their offering.

As a general guideline in preparing the narrative, proposer should be careful to thoroughly identify themselves, both individually and/or corporately. At minimum, all proposers shall provide the following identifying information in the narrative portion of their proposals:

- Proposer Identification - Name, address, phone number, and authorized signature of proposer.
- Corporate identification - If applicable, proposer corporate or other business information, date established, structure (trust, partnership, corporation, non-profit, etc.), and federal tax identification number.

All proposers shall include the following with their proposal submissions:

- Table of Contents with page numbers
- Signature Sheet (provided by CSI with this RFP)
- Response
- Project Cost Proposal
- Floor Plans
- Proposer's Financial Ability, Experience and Qualifications
  - date established;
  - ownership (public, partnership, subsidiary, etc.);
  - number of personnel, full and part-time;
  - relationship of the project to other lines of business if applicable

Beyond these general guidelines, proposers are invited to submit additional information in the narrative section that they may consider important in fully explaining their proposal and the advantages for its selection. Any information submitted by proposers must be clearly understood by the CSI Staff or Board Members reviewing.

The narrative response, cost proposal, and proposer's financial ability, experience, and qualifications shall not exceed 30 pages. Narrative section should be typed with double line spacing and using an Arial font of size 12 or larger. This section should be published on 8 ½ X 11 plain paper stock printed on one side only.

Proposer should submit a proposal for each option for each facility. Proposer may submit multiple proposals.

## **V. Contractual Provisions**

### **A. Acceptance of Proposal Content**

The proposers' proposal, this RFP package, and any addenda will become part of the awarded Contract.

### **B. Period of Lease**

The contract period for the Lease(s) will be from October 1, 2024, to September 30, 2029, or sooner based on possession and occupancy. Community Services, Inc. shall negotiate and enter into an agreement which will be one (1) year term with the option to renew in increments of one (1) year terms for up to five (5) years total. The cost of the options periods will be agreed upon by Community Services, Inc. and the proposer.

### **C. Termination**

The Contract/Lease will be subject to termination for non-compliance with federal laws and regulations that provide the funding used to pay for the rent and other applicable laws, non-performance/default, convenience, or lack of funding. Proposer should review 29 CFR Part 97.36.

### **D. Assignment**

The proposer shall not assign this Lease/Contract or any part thereof, without the written consent of CSI. In no case shall such consent relieve the proposer from the obligation under, or change the terms of this Contract. The transfer or assignment of any part of this contract to include contract funds, either in whole or part, and interest therein, which shall be due or become due the proposer, without the written consent of CSI, shall not obligate CSI for any associated expenditures.

### **E. Subcontracting**

In the event that the proposer elects to subcontract any of the services relative to the contract, the proposer will notify CSI. CSI must approve any subcontract prior to subcontractor providing any services to CSI. All subcontractors will be required to meet all laws, regulations and State policies pertaining to the administration of this contract.

### **F. Independent Contractor**

The proposer is an independent contractor and not an employee of CSI. Neither the proposer nor any agent or employee of the proposer shall be considered an employee of CSI for any purpose whatsoever. The proposer agrees that it has, or will secure at its own expense, all personnel required to perform all the services required under this Lease/Contract. The proposer agrees that proposer will be responsible for all taxes, social security payments, unemployment compensation and all other obligations of an employer.



## **G. Lease Modification**

### **1. Modification Procedures**

CSI reserves the right to make changes to the Lease, provided the changes are within the scope of work described. CSI agrees to make any such change in the Lease only through a written modification, and to provide a copy of the modification to the proposer. All modifications initiated by the proposer will be bilateral. The proposer will provide CSI a letter clearly stating the reason(s) for the proposed modification and the effect on the Work Plan or Budget.

### **2. Reasons for Modification**

Lease Modification will be necessary if any of the following occurs:

- a. There is a change in the scope of the project funded under the contract;
- b. There is a material change in the Work Plan/Statement of Work.
- c. There is a change in the implementation of governing federal and/or state rules and regulations affecting the Contract.

### **3. Modification Due to Change in Legislation or Regulation**

Any alterations, additions, or deletions to the terms of the Lease which are required due to changes in federal or state laws, regulations or directives are automatically incorporated in the Contract unilaterally without written modifications and will go into effect on the date designated by the law, regulation or directive. In the event the proposer is unable to comply with any required contract modification, CSI shall be notified by the proposer within 30 days, at which time CSI may declare this lease canceled and proceed under the lease cancellation provisions. Further, in the event the proposer is unable to meet the lease goals and/or obligations as specified herein or in any subsequent contract amendment, the proposer may request modification of the lease. The lease may also be modified upon agreement of all parties to this lease.

## **H. Indemnification**

The proposer agrees to pay all debts for labor and/or materials contracted by it, if any, for and on account of the services to be performed hereunder. The proposer will assume the defense of, and hold CSI and its officers, agents and employees harmless from all suits and claims against any of them arising from any act or omission of the proposer, or anyone directly employed by them or anyone from whose acts any of them may be liable. The indemnification obligation of the proposer will not be limited in any way under The Worker's Compensation Acts, disability benefits acts or other employee benefits acts.

## **I. Terms and Conditions**

1. The proposer understands and agrees to comply with all requirements stated in this RFP package. If there is a difference between what is stated in the proposer's proposal and what is included in the RFP package, the RFP package will take precedent over the proposer's proposal.
2. The lease will be made contingent upon the availability of funding.
3. The proposer agrees to obtain prior written approval from CSI for major service changes.
4. CSI reserves the right to accept or reject any or all applications received, or to negotiate with qualified proposers.
5. In the event it becomes necessary to revise any part of this RFP package, the revisions will be posted at [www.csicorsicana.org](http://www.csicorsicana.org). IT IS THE PROPOSERS

## RESPONSIBILITY TO CHECK FOR UPDATES/CHANGES.

6. The proposer agrees to conduct activities subject to, and will conduct business under, the lease in accordance with any and all federal, state or local regulations, rules, policies, directives, issuances and ordinances, in effect or promulgated during the term of the lease.

### VI. Required 2 CFR 200 Clauses

#### Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

- 1. Equal Employment Opportunity.** Proposer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Proposer shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Proposer agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 3. Restrictions on Lobbying.** Proposer of these funds is prohibited from using monies for lobbying purposes; Proposer shall comply with the special provision “Restrictions on Lobbying”. Proposer shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.
- 4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Pursuant to Public Law 115-232, Section 889, and 2 CFR Part 200, including §200.216 and §200.471, CSI is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The Proposer agrees that it is not providing CSI with or using telecommunications or video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. Proposer shall certify its compliance through execution of the “Prohibited Telecommunications and Video Surveillance Services or Equipment Certification”. The Proposer shall pass these requirements down to any of its contractors funded under this Agreement. The Proposer shall notify CSI if the Proposer cannot comply with the prohibition during the performance of this Agreement.

5. **Trafficking in Persons.** **Proposer** agrees to comply with all applicable provisions of 2 CFR §175.15. **CSI**, the **Proposer**, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period of time that the award is in effect; (iii) use forced labor in the performance of the award or subawards under the award. The Federal award agency may unilaterally terminate the award, without penalty, if the **Proposer** (i) is determined to have violated an applicable prohibition; (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term. **CSI** must notify the Federal award agency immediately if any information received from the **Proposer** indicates a violation of the applicable prohibitions.

## VII. Required State Clauses

- A. Pursuant to Chapter 2276, Government Code, as enacted by S.B. 13, 87th Legislature, **CSI** is prohibited from using public funds to contract with entities who boycott energy companies. By signing this contract, the **Proposer** verifies that it does not discriminate against energy companies and will not discriminate during the term of the contract.
- B. Pursuant to Chapter 2274, Government Code, as enacted by S.B. 19, 87th Legislature, **CSI** is prohibited from using public funds to contract with entities who discriminate against firearm and ammunition industries. By signing this contract, the **Proposer** agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract.

## VIII. Required FTA Provisions

### A. No Obligation by the Federal Government.

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

### B. Program Fraud and False or Fraudulent Statements or Related Acts.

1. The **Proposer** acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the **Proposer** 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 **Proposer** 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 **Proposer** to the extent the Federal Government deems appropriate.
2. The **Proposer** 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 USC §5307, the Government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the **Proposer**, to the extent the Federal Government deems appropriate.
3. The **Proposer** 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.

#### **C. Access to Records.**

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the **Proposer** agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the **Proposer** which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The **Proposer** also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO contractor access to **Proposer's** records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 633.17, the **Proposer** agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the **Proposer's** records and construction sites pertaining

to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a major capital project excludes Contracts of less than the simplified acquisition threshold currently set at one hundred thousand dollars (\$100,000).

Where **CSI** enters into a negotiated Contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the **Proposer** which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.

3. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 USC 5325(a) enters into a Contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, the **Proposer** shall make available records related to the Contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
4. The **Proposer** agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
5. The **Proposer** agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until **CSI**, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
6. FTA does not require the inclusion of the above Access to Records requirements in subcontracts.

#### **D. Federal Changes.**

1. The **Proposer** shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this

Contract. **Proposer's** failure to so comply shall constitute a material breach of this Contract.

#### **E. Civil Rights.**

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC §6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC §12132, and Federal transit law at 49 USC §5332, the **Proposer** agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the **Proposer** agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:
  - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e, and Federal transit laws at 49 USC §5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of US Department of Labor (USDOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The **Proposer** agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the **Proposer** agrees to comply with any implementing requirements FTA may issue.
  - b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §§623 and Federal transit law at 49 USC §5332, the **Proposer** agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the **Proposer** agrees to comply with any implementing requirements FTA may issue.
  - c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC §12112, the **Proposer** agrees that it will comply with

the requirements of US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the **Proposer** agrees to comply with any implementing requirements FTA may issue.

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

#### **F. Disadvantaged Business Enterprise.**

1. It is the policy of the US Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR, Part 26, Subpart A, shall have the maximum opportunity to participate in the performance of Contracts financed in whole or part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR, Part 26, exclusive of Subpart D, apply to this agreement. **CSI** and its subcontractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR, Part 26, Subpart A, have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, **CSI** and its subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR, Part 26, exclusive of Subpart D, to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. **CSI** and its subcontractors shall not discriminate on the basis of race, creed, color, national origin, sex, or disability, in the award and performance of contracts funded in whole or in part with federal funds.

#### **G. Disputes and Remedies.**

1. Should disputes arise concerning the Scope of Services or additional agreed upon work to be performed under this Contract, the **Proposer** and **CSI** shall negotiate in good faith toward resolving such disputes. **CSI** shall be responsible to its funding agencies for the settlement of all contractual and administrative issues arising out of procurement entered into in support of the Unified Planning Work Program. Violation or breach of Contract terms by the **Proposer** may be grounds for termination, and should said disputes be irreconcilable, **CSI** shall terminate the agreement by default. Any costs directly related to the termination shall be paid by the **Proposer**, provided such amount shall not exceed the total Contract amount for the **Proposer** under this Contract.

#### **H. Clean Air.**

1. The **Proposer** agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§7401 et seq. The **Proposer** agrees to report each violation to the **CSI** and understands and agrees that

the **CSI** will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The **Proposer** also agrees to include these requirements in each subcontract exceeding one hundred thousand dollars (\$100,000) financed in whole or in part with Federal assistance provided by FTA.

**I. Clean Water.**

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

**L. Energy Conservation.**

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

**M. Americans with Disabilities Act.**

1. The **Proposer** must comply applicable requirements of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and USDOT/FTA implementing regulations.

**O. Incorporation of Federal Transit Administration Terms.**

1. The preceding provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the preceding Contract provisions. All Contractual provisions required by USDOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The **Proposer** shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause **CSI** to be in violation of the FTA terms and conditions.



**P. Safe Operation of Motor Vehicles.**

2. Seat Belt Use. The **Proposer** 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 by the **Proposer**.

3. Distracted Driving. The **Proposer** 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 the **Proposer** owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

**Q. Notice to U.S. DOT Inspector General.** **CSI** must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which **CSI** is located, if **CSI** 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 **CSI** and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of **CSI**. 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 **CSI**. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of **CSI**, including divisions tasked with law enforcement or investigatory functions.

By accepting this Contract, the **Proposer** certifies they comply with this provision.

*Note: This section was intentionally left blank.*

**Attachment A – Signature Sheet**

**SIGNATURE SHEET**

Item: Lease Space

RFP

Proposer:

We submit a proposal to furnish requirements during the contract period in accordance with the specifications. **I hereby certify that I (we) do not have any real or substantial conflict of interest sufficient to influence the process on this proposal. A conflict of substantial interest, or the appearance thereof, is defined as any circumstance which would lead a reasonable person to believe a compromise of an open competitive proposal process has occurred.**

Addenda: The undersigned acknowledges receipt of the following addenda: Legal Name of Person, Firm or Corporation:

Toll Free Telephone: Local: Fax:

Mailing Address:

City: State: Zip Code:

FEIN Number: DUN: E-Mail:

Signature: Date:

Typed Name of Signature: Title:

.....  
If awarded a contract and the primary contact will be other than above, indicate name, mailing address and telephone number below.

Name:

Address:

City: State: Zip Code:

Toll Free Local: Fax:

Telephone: E-Mail:

Website:

**Attachment B – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

By signature hereon, Proposer certifies that neither the Vendor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from the award of contracts from United States (“U.S.”) federal government procurement or non-procurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the U.S. General Services Administration. “Principals” means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Vendor shall provide immediate written notification to CSI if, at any time prior to award, Vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when making an award. If it is later determined that Vendor knowingly rendered an erroneous certification, in addition to the other remedies available to CSI, CSI may terminate the contract resulting from the solicitation for default.

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Signature

**PRICE PAGE**

**Community Services, Inc. Property Site**

**CONTRACT PERIOD**

**Contract period 5 years and the contract may be eligible for three one-year extensions; any extensions must be agreed upon in writing by both parties.**

**PRICE PER YEAR TO LEASE**

**Community Services, Inc. PROPERTY SITE \$ \_\_\_\_\_  
PER YEAR payment to Owner/Landlord for property site.**

Name of Proposer: \_\_\_\_\_ Signed by: \_\_\_\_\_  
(Sign name in writing)

(Title) \_\_\_\_\_  
(Please print or type)

Address: \_\_\_\_\_

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

Telephone: \_\_\_\_\_



**THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL**

**Attachment C – Proposal Evaluation Criteria**

Criteria	Score	Weight	Weighted Score	Minimum Requirement (If Applicable)
<b>1. FACILITY</b>		<b>Overall weighting for Criteria #1 is 50%</b>		
Condition of Facility		40%		
Location of Facility		10%		
<b>2. PRICE</b>		<b>Overall weighting for Criteria #2 is 40%</b>		
Monthly Lease Rate		30%		
Price per square feet as compared to standard pricing for the area		5%		
Proposed Price Increases for Future Years of Occupancy		5%		
<b>3. LESSOR QUALIFICATIONS</b>		<b>Overall weighting for Criteria #3 is 10%</b>		
Experience		2%		
Financial Condition		3%		
References		5%		
<b>TOTAL SCORE</b>		<b>100%</b>		







# Consolidated Certification Form

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

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

Federal and State     State Only

## Federal Clauses – Procurement Types Summary:

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

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

#### Award Exceeding \$10,000

20. Terminating the Contract
21. Solid Wastes

#### Award Exceeding \$25,000

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

**Award Exceeding \$50,000**

24. Contracting with the Enemy

**Award Exceeding \$100,000**

25. Lobbying Restrictions

**Award Exceeding \$150,000**

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

## 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:

**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.

<b>Name of Company</b>	<b>Printed Name of Person Completing Form</b>
<b>Date</b>	<b>Signature</b>

**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



## 5a. Operations / Management Related Clauses

- A. Recycled Products
- B. Notice to the FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, etc.
- C. ADA Access
- D. Termination for Convenience
  - Awards Exceeding \$100,000
- E. Contract work Hours and Safety Standards Act

### A. Recycled Products

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

### B. Notice to the FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, etc.

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 subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220. (1) 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.

(2) 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.

(3) 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, bribery, gratuity, or similar misconduct. 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.

### C. Americans with Disabilities Act (ADA):

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

**D. 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 close-out 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.

**Awards Exceeding \$100,000**

**E. Contract work Hours and Safety Standards Act**

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

**Transit Operations / Management Project 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 the 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

**5b. State Required Clauses: Operations / Management**

A. Dispute Resolution

**A. §2260.004 Gov't Code Dispute Resolution**

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

**Transit Operations / Management Project 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