

Ark-Tex Council of Governments
4808 Elizabeth Street, Texarkana, TX 75503



Request for Proposal
Paris Metro Bus Shelters

Due Date: September 3rd 2024

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RFP Events Timetable

<u>ACTION</u>	<u>DATE</u>
Public media notification of RFP	8/05/2024
RFP packets made available for distribution	8/05/2024
Deadline to submit questions	08/19/2024
Questions must be emailed by 5:00pm to Deborah Purifoy, dpurifoy@atcog.org	
Deadline for responses to questions	8/21/2024
Proposal deadline	9/03/2024
Proposals must be received by <u>12:00 pm</u> on 9/3/2024 Via email sent to Deborah Purifoy - dpurifoy@atcog.org	
Proposal review and evaluation process begins	9/04/2024
Selection and negotiation with winning proposer, subject to Board approval	9/26/2024
Agreement/Contract for Deliverables and Services Initiated	10/01/2024

General Information

A. Request

Ark-Tex Council of Governments (ATCOG), through its Rural Transportation District, TRAX Transportation, is requesting proposals on a fixed-price basis from qualified, responsible, and responsive companies to provide durable and safe transit bus shelters.

Paris Metro is a fixed route bus service available in Paris, TX. The service operates within Paris city limits five days a week, Monday to Friday, from 6:30 a.m. to 6:30 p.m. In addition to the fixed route bus service, Paris Metro also offers ADA Complementary Paratransit, this service operates the same days and hours as the fixed route bus service. The Paratransit service was launched in July 2016 and provides curb-to-curb transportation for eligible persons with disabilities who are unable to use the regular fixed route bus.

Paris Metro is funded by TxDOT and local stakeholders such as United Way of Lamar County and The RAM Foundation, which provide a local match for funding. In addition to this funding, the Texas Veterans Commission reimburses six-month passes for approved veterans. The estimated monthly ridership for the fixed route system in 2023 varied between 3600 and 5500.

B. Purpose

The purpose of soliciting Request for Proposals (RFP) is to secure a vendor (s) that will provide quality transit bus shelters to enhance the experience of those traveling within the city by providing shelter from the weather while introducing a signature design element to the streetscape environment.

C. Deadline for Submission

09/03/2024

D. Submission Requirements

Submit 1 (one) electronic copy to:

Deborah Purifoy

dpurifoy@atcog.org

Subject line: Paris Metro Bus Shelters

E. Contact Person

All questions concerning this RFP packet should be directed to Deborah Purifoy via email at dpurifoy@atcog.org. Questions and answers will be posted for all interested parties to view at <https://atcog.org/doing-business-with-atcog/>.

F. Contract Type

The winning proposal will be offered a standard agreement/contract from Ark-Tex Council of Governments. Multiple contracts may be awarded.

G. Timeline

The successful proposer agrees to begin providing services within ten (10) consecutive business days (M-F) upon notice of approval. Vendor negotiations may be terminated if the work does not begin within the specified time.

H. Limitations and Reservations

ATCOG reserves the right to accept or reject any and all proposals received as a result of this request, to negotiate with all qualified sources, or to cancel in part or its entirety this RFP if found to be in the best interest of ATCOG. This RFP does not commit ATCOG to award a contract, to pay any costs incurred for the preparation of proposals, or to procure or contract for any services.

ATCOG specifically reserves the right to vary the provisions set forth herein at any time prior to the execution of a contract where such variance is deemed to be in the best interest of the needs of ATCOG. While every effort has been made to ensure the accuracy and completeness of the information in this RFP, ATCOG recognizes that the information is not exhaustive in every detail and that all work and materials may not be expressly mentioned in the requirements of the RFP. Therefore, it is the responsibility of the proposer to include in their proposal all requirements that are necessary for the full performance of the goods or services. If selected for negotiations, the proposer may be required to prepare and submit additional information prior to final vendor(s) selection in order to reach terms for the provision of services that are agreeable to both parties.

I. Modification and Renewals

ATCOG reserves the right to negotiate a modification in connection with any executed agreement/contract funded through this RFP without repeating the RFP process for a period

of up to five (5) years from the original proposal initiation. Vendor modifications and renewals shall be considered based upon the vendor's ability to meet ATCOG needs.

J. Signatures

A proposal shall be signed by the business's official authorized to bind that business and shall contain a statement to the effect that the proposal is a firm bid for a thirty (30) day period from the date that the submission is received by ATCOG. The proposal shall also provide the name, title, address, and telephone number of the individual(s) with the authority to negotiate during the proposal evaluation period.

K. Evaluation Criteria

The selection of a proposal is to be made after a careful evaluation of the proposals received. Each proposal will be evaluated for acceptability, emphasizing the various factors enumerated in the evaluation table. Each element is assigned a numerical score. The scores will determine vendor(s) with whom negotiations may be conducted. Evaluations will be based on Table 11, for which up to 100 points may be awarded. Total evaluation values of less than 70 points will invalidate a proposal.

L. Protest Rights

All protests or complaints regarding this RFP process shall be referred to the ATCOG Grievance Procedures for resolution. Procedures are outlined beginning on page 8 of this RFP.

M. Conflict of Interest

To avoid any real or apparent conflict of interest in the procurement of this RFP, no ATCOG employee or their family member may vote on or financially benefit from any award connected with this request.

N. Open Records

All proposals and accompanying attachments become the property of ATCOG upon submission and are subject to the Texas Open Records Act.

1. If the respondent considers any portion of its proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.

2. Proposals will be opened in a manner that avoids disclosure of the contents to competing proposers and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the submissions are not open for public inspection.
3. ATCOG will honor the respondent's notation of trade secrets and confidential information and decline to release such information initially. The final determination of whether a particular portion of the proposal is, in fact, a trade secret or commercial or financial information that may be withheld from the public inspection will be made by the Texas Attorney General.
4. In the event a public information request is received for a portion of the proposal that has been noted as being confidential information, the respondent will be notified of the request and the respondent will be required to justify its legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by the opinion or order of the Texas Attorney General that such information is, in fact, not privileged and confidential, then such information will be made available to the requester.
5. Marking the entire proposal CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.

O. Subcontracting

The services of any vendor(s) awarded from this RFP must be delivered by the vendor named on the proposal. Subcontracting will not be allowed unless prior authorization from ATCOG is given.

P. Submission Requirements

To be considered responsive and receive an evaluation, a proposal must include all items listed on the RFP Submission Checklist 12.

Procurement Grievance Procedures

Protest and Debriefing

Providing responses to the outcome of a solicitation can help to alleviate the potential for protest. It is ATCOG's goal is to provide responding entities with full information and explanation regarding its procurement process and intends to give the contracting entity a fair and open opportunity to compete for ATCOG's business consistent with the guidelines established in this manual.

Requests for Debriefing

Requests for a debriefing must be made within five (5) business days of notification of non-selection. ATCOG reserves the right to not conduct debriefings if requests are made after that time. This procedure is NOT available to respondents who did not participate in the Solicitation, to non-responsive or non-timely respondents, or when all responses are rejected.

Procedures for Debriefing

A respondent must submit a written request, per the instructions of the Solicitation, for a debrief and furnish the basis for the selection decision and contract award. Debriefings of successful and unsuccessful respondents will be done orally. The Department Head is responsible for performing all debriefs, and notes of the evaluation committee regarding the strengths and weaknesses of the respondent will be shared with the requesting respondent.

The debriefing will NOT include point-by-point comparisons of the debriefed respondent's response with those of other respondents. Moreover, the debriefing will not reveal any information prohibited from disclosure or exempt from release; information may include, but is not limited to:

- Trade secrets;
- Proprietary information;
- Privileged or confidential manufacturing processes and techniques;
- Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information; and
- The names of individuals providing reference information about a respondent's past performance.

Resolution of Protested Solicitations and Awards

The following language is included in all ATCOG solicitations:

Any Respondent who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement and up to five (5) days after the ATCOG Board of Directors public agenda is posted for action regarding the questioned item. Grievances filed more than five working days after action by the ATCOG Board of Directors will not be deemed timely and will not be considered. In order for a Respondent to enter the grievance process, a written complaint must be sent to the Deputy Director of ATCOG by certified mail and sent to 4808 Elizabeth Street, Texarkana Texas, 75503, and must include the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of the reasons for the protest.
4. Supporting exhibits, evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of ATCOG's Procurement Procedures, a violation of State or Federal Law (if applicable), or a violation of applicable grant or contract agreements to which ATCOG is a party. Failure to receive a procurement award from ATCOG in and of itself does not constitute a valid grievance. Upon receipt of grievance, the Compliance and Purchasing Officer will initiate the informal resolution process.

The Compliance and Purchasing Officer will contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from the date of the complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Deputy Director of the resolution with specifics on each point addressed in the original complaint.

If the Compliance and Purchasing Officer is not successful in resolving the allegations, the complaint, along with the comments, will be forwarded to the DEPUTY DIRECTOR immediately. The DEPUTY DIRECTOR will review all documentation. All interested parties will be given written notice of the date, time, and place of hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing, along with notice of appeal rights.

The complainant may appeal the DEPUTY DIRECTOR decision by submitting a written appeal, within five (5) working days, to the Executive Director of ATCOG. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The EXECUTIVE DIRECTOR of ATCOG has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer will conduct a hearing and forward a summary and recommended resolution to the EXECUTIVE DIRECTOR.

The decision reached by the EXECUTIVE DIRECTOR or designee will be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The Respondent may, if it elects to do so, appeal the final and conclusive decision of the Executive.

Evaluation Table and Proposal Rating Summary

For Office Use Only

Name of Proposal/Proposer: _____

Evaluation Criteria	Possible Points	Points Given
Proposer's ability to provide specification criteria in narrative format and explanation.	30	
Reasonableness of proposed price/cost	50	
Proposer's ability to provide references of other organizations provided this type of service	20	
Total Points	100	

Proposal Recommendations: _____

Justification: _____

Evaluator's Signature

Date

RFP Submission Checklist

- Required Elements in Response Format [Page 12]
- Certification of Compliance with Required Elements [Page 14]
- Assurances [Page 15]
- Required Attachments [page 16]
- Submission of 1 (one) electronic proposal by 12:00pm (CST) on 9/03/2024 to Deborah Purifoy at dpurifoy@atcog.org, subject line: Paris Metro Bus Shelters

Required Elements in Response Format

All interested parties shall submit the following information to be considered responsive, as well as demonstrate their capabilities to provide, perform, and complete the following tasks:

1. Provide a cover letter that contains, at a minimum, the following information: statement of interest; certification that the information and data submitted are true and complete to the best knowledge of the individual signing the letter; respondent's name, address, telephone number, fax number and email address of the individual to contact regarding the submittal; and an authorized partner shall sign the letter.
2. ATCOG would like to purchase sixteen (16) bus shelters; however, the volume of the goods and services ordered during the term of this contract are not guaranteed, and it is requested that pricing remain fixed for the full term of the contract.
3. Product Specifications:
 - Approximate size of the overall bus shelter should be 5" x 10"
 - One -sided; Full Rear Wall with Open Sides and front
 - Dark Bronze or Clear Anodized Aluminum Finish
 - 30-Degree Barrel Vault Roof (so rain will fall off) with Bronze, clear, or White Structured Polycarbonate Glazing and 2.5" Fascia with Integral Gutter
 - 0.090" Perforated Aluminum Panels for Rear Wall
 - 5" Wall Mount Aluminum Bench with Backrest
 - Wheelchair / ADA Accessible
4. People using the shelter should be able to clearly see buses approaching. People inside the shelter should be able to determine the presence of anyone nearby, via a sightline at the foot level or otherwise, for security purposes.
5. Installation will not be part of this solicitation.
 - The entire assembly, when anchored in place, must meet without damage, the minimum design loadings per the latest edition of the State of Texas Building Code, the State of Texas Accessibility Guidelines; whichever are more stringent, as well as applicable state or county municipal codes; whichever are more stringent.

6. All hardware that will be necessary for the bus shelter installation (not excluding nails, nuts, bolts, fasteners, etc.) shall be clearly labeled and delivered along with the roof and structural components if assembly is required.
7. If assembly is required, clear and concise instructions must accompany the bus shelters.
 - If specialty tools are needed, such as unique screwdrivers for screws and/or a hex or Allen key, please include these items in your bid and/or delivery.
8. Estimated shipping should be quoted.
 - Please indicate if special equipment is needed for delivery, such as a forklift, lift gate, etc.
9. Contractor will accept a purchase order and net 30 days payment.
10. Warranty, Maintenance, and Spare Parts:

The warranty for the bus shelters and any related equipment subsequently acquired as a direct result of this procurement shall be warranted for a *minimum* period of three (3) years in regular service. A written warranty should be included with the delivery documents.

Certification of Compliance with Required Elements

This is to certify that to the best of the undersigned's knowledge and belief, the information in this proposal is responsive and is true and correct. The undersigned understands that a non-responsive proposal, as defined by ATCOG, may not be reviewed and considered for agreement/contract selection. Further, the submission of the proposal has been authorized by the governing body of the proposer.

(Signature)

(Date)

(Print Name and Title)

(Print name and title of person authorized to negotiate a contract if different from person listed above.)

(Organization)

(Address)

(City)

(State)

(Zip)

(Telephone Number)

Assurances

We understand and agree that this proposal is not a contract and does not obligate the Ark-Tex Council of Governments to pay for costs incurred in the preparation of this proposal or costs incurred prior to the execution of a written contract or prior to the receipt of funds designated for this program from the funding agency.

We understand and agree that the contract provisions may vary from the provisions set forth in this request when deemed necessary by the Ark-Tex Council of Governments. However, we agree to abide by the contract provisions contained in the proposed contract.

We understand and agree that we may be subject to an on-site review and must be able and willing to provide documentation of information in the proposal at the request of the Ark-Tex Council of Governments prior to the execution of a contract.

We understand and agree that the Ark-Tex Council of Governments is not required to select the lowest-cost proposal.

We understand and agree that any material misrepresentation or deliberate omission of a fact in this proposal may be justification for rejection of the proposal.

We understand and agree to abide by all federal, state, and local laws, policies, and regulations governing these and those additional rules which may be promulgated, or as amended, subsequent to the execution of a contract.

- Clean Air Act (42 U.S.C. § 7401-7671q)
- Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387)
- Executive Orders 12549 and 12689 that requires “a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

We understand and agree that we may be subject to a monitoring review or audit by the Texas Office of the Governor and/or Ark- Tex Council of Governments.

We understand and agree to submit this proposal in a good faith effort to provide services to the benefit of economically disadvantaged individuals eligible for services under this proposal.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Attachment A

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant, _____ (major third-party bidder), certifies to the best of its knowledge and belief, that is and its principles:

- Are not presently debarred, suspended, proposed for Debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in the second bullet point of this certification; and
- Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

*If the primary participant is unable to certify any of the statements in this certification, the participant shall attach an explanation to this certification.

The primary participant, _____ 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. Sections 3801 *et seq.* are applicable hereto.

Signature and Title of Authorized Official

Date

****If primary participant attaches an explanation for no signature above, please have the following signed:**

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under state and local law to comply with the subject assurances and the certification above has been legally made.

Signature of Applicant's Attorney

Date

Failure to submit this form in a properly executed manner will result in the bid/proposal being found non-responsive and rejected.

Attachment B

Bidder: _____

****ONLY SIGN IF YOU ARE A CURRENT HUB CERTIFIED BY A STATE****

Please submit a copy of your HUB certification if you are currently certified.

Per the Texas Comptroller: It is vital to be truthful in all documents provided for HUB certification. It is a state jail felony under [Texas Penal Code §37.10](#) to knowingly provide false information in an application for HUB certification. It is a third degree felony under [Texas Government Code §2161.231](#) to apply for a state contract as a HUB vendor knowing you are not actually a HUB.

For purchases over \$100,000, a HUB subcontracting plan is required. HSP forms can be found at <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php> under the “Historically Underutilized Business (HUB) Program” link.

Signature: _____

Date: _____

Title: _____

Firm: _____

Failure to submit this form in a property executed manner will result in the bid/proposal being found non-responsive and rejected.

Attachment C

Buy America Certificate

Certification required for procurement of steel, iron, or manufactured products (required for contracts over \$100,000).

CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Company Name: _____

or

CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA REQUIREMENTS

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Company Name: _____

Attachment C

ATCOG Certification Regarding Lobbying (per 49 CFR Part 20)

Certification for Contracts, Grants, Loans and Cooperative Agreements **to be submitted with each bid or offer exceeding \$100,000**

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or influencing or attempting to influence an officer or employee of an agency, a Member of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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.

[Note: Pursuant to 31 U.S.C. § 1352 (c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Attachment D

Disadvantaged Business Enterprise (DBE) Certification

Policy: It is the policy of the U.S. Department of Transportation and the Texas Department of Transportation that DBE as defined in 49 CFR Part 23 as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with the Federal and/or state funds under the agreement which results from the Purchaser's acceptance of the proposer's offer. Consequently, the DBE requirements of 49 CFR Part 23, as amended, apply to that agreement.

DBE Obligation: The bidder/contractor agrees to ensure that DBE's as defined in 49 CFR Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under the agreement which results from the Purchaser's acceptance of the proposer's offer. In this regard, all bidders/contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23, as amended, to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Bidders/contractors shall not discriminate on the basis of race, color, national origin, or sex in award and performance of Department of Transportation assisted contracts.

Signature: _____

Date: _____

Title: _____

Firm: _____

Failure to submit this form in a properly executed manner will result in the bid/proposal being found non-responsive and rejected.

STATE AND FEDERAL CLAUSES

No Federal Government Commitment or Liability to Third Parties

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

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

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.

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:

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

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.

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.

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 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.

Changes to Federal Requirements

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

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

Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

Civil Rights

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

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.

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.

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.

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.

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.

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.

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.

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 implementation requirements that the FTA may issue.

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.

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.

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.

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.

Trafficking in Persons

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

Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

False or Fraudulent Statements or Claims

Civil Fraud. The Recipient acknowledges and agrees that:

Federal laws, regulations, and requirements apply itself and their 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.

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.

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.

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.

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.

ADA Access

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

Federal laws, including:

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;

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:

For FTA Recipients generally, Titles I, II, and III of the ADA apply, but

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;"

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;

Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and

Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

Federal regulations and guidance, including:

U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37;

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;

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;

U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39;

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

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

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

part 1630;

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;

U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194;

FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609;

FTA Circular 4710.1, "Americans with Disabilities Act: Guidance," and

Other applicable federal civil rights and nondiscrimination regulations and guidance.

Special Notification Requirements for States

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:

The Identification of FTA as the federal agency providing federal assistance for a State Program or Project;

The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and

The amount of federal assistance FTA has provided for a State Program or Project.

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.

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.

Federal Tax Liability and Recent Felony Convictions

The contractor certifies that it:

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

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.

Flow Down

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.

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.

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.

Prohibition on certain telecommunications and video surveillance services or equipment

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

Procure or obtain;

Extend or renew a contract to procure or obtain; or

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).

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.

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).

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.

Termination

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.

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.

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.

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.

Resolution of Disputes, Breaches, or Other Litigation

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.

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.

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.

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.

Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in

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.

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.

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.

Agency Process

§2252.903 Gov't Code Debts and Delinquencies Affirmations

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

§444.190 Gov't Code Disaster Recovery Plan

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

§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:

The nature of the previous employment with TxDOT or the other agency,

The date the employment was terminated, and

The annual rate of compensation for the employment at the time of its termination.

§2271.001 Gov't Code Entities that Boycott Israel

Pursuant to Section 2271.001 of the Texas Government Code, the Sub-recipient certifies that either It meets an exception criterion under Section 2271.002 or

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.

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.

§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.

§2155.004 Gov't Code Financial Participation Prohibited Affirmation

Under Section 2155.004(b) 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.

§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.

§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.

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.

§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.

§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.

§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.

§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.

§552.372 Gov't Code Contracting Information Responsibilities

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

preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to TxDOT for the duration of the Agreement,

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

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.

§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.

§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.

§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.

§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.

Materials and Supplies Related Clauses

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 of FTA's current fiscal year.

Certifications and Assurances (for fiscal year 2024), and shall download at:

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

Name of Company	Printed Name of Person Completing Form
Date	Signature

4b. State of Texas Required Clauses: Materials & Supplies Related Clauses

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, which must be used to attempt to resolve any dispute under this Agreement.

Materials and Supplies Related Certification

The undersigned vendor certifies that it will 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