



**Ark-Tex Council of Governments (ATCOG)
Rural Transportation District**

**Request for Proposals (RFP)
For
Transit Scheduling Software**

Issued: April 24th, 2022
Due Date: May 20th, 2022

Submit 1 (one) electronic copy to:
Mark Compton
mcompton@atcog.org

Submit Line: Transit Scheduling Software RFP

Ark-Tex Council of Governments
4808 Elizabeth Street
Texarkana, Texas 75503
903-832-8636

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RFP Events Timetable

ACTION

ON

Public media notification of RFP	April 24, 2022
RFP packets made available for distribution	April 25, 2022
RFQ questions and/or request for additional Information	April 26, - May 9, 2022
RFQ answers posted on/ or before	May 12 th , 2022
RFP deadline:	May 20, 2022
RFPs must be received via email by 5:00pm	
Review and evaluation process begin	May 23 – May 27, 2022
Interviews/Presentations/Demonstrations	May 30 – June 17, 2022
Selection and negotiation with winning proposer, subject to Board approval.	June 20 – July 31, 2022
Final Selection, Agreement/Contract for Deliverables and Services Initiated	August 1–August 31, 2022

General Information

A. Request

Ark-Tex Council of Governments (ATCOG) through its Rural Transportation District, TRAX Transportation, is requesting proposals, priced on a fixed price basis, from qualified sources, to provide and deploy up-to-date transit scheduling software in order to better streamline scheduling and dispatching processes and procedures. The system should include, at a minimum, capabilities for rural public transportation trip reservations, scheduling and dispatching, vehicle maintenance and maintenance tracking and reporting. The system should provide, also as a minimum, the ability to reduce paperwork (trip manifest, no-show/cancel reports, vehicle maintenance), reduce duplication of data entry, visibility of vehicle locations (AVL/GPS), trip status, the ability to integrate to ATCOG contractor and/or other entities, and compliance with all Americans with Disabilities Act regulations and all other regulations for other funding sources, including but not limited to PHI and HIPPA.

B. Purpose

The purpose in soliciting Request for Proposals (RFP) is to secure a vendor(s) that will provide quality scheduling and dispatch software to meet the rural public transit service needs of Transit. Please visit www.atcog.org/transportation for information about the ATCOG Transportation Program.

C. Deadline for Submission

The deadline for submission of proposals is 5:00pm (CST), Friday May 20, 2022.

D. Submission Requirements

Submit 1 (one) electronic copy to Mark Compton. mcompton@atog.org
Subject line: Transit Scheduling Software RFP

E. Contact Person

Questions and/or request for additional information regarding this RFQ must be in writing. No verbal request for clarification will be addressed, no exceptions. Please email all questions and/or inquiries to Mark Compton, Transportation Director, mcompton@atcog.org and copy Mary Beth Rudel, Deputy Director,

mrudel@atcog.org .Questions and answers will be posted 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.

G. Timeline

The successful proposer agrees to begin providing services within ten (10) consecutive business days (M-F) from agreement/contract negotiation notice. Should the work not begin within the specified time, then vendor negotiations may be terminated.

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 in 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 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 software and hardware requirements which are necessary for the full performance of the system. If selected for negotiations, 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, which are agreeable to both parties.

I. Modification and Renewals

ATCOG reserves the right to negotiate a modification or renewal for software services 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 proposal is received by ATCOG. The proposal shall also provide the name, title, address and telephone number of the individual(s) with authority to negotiate during the period of proposal evaluation.

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 with emphasis on the various factors enumerated in the evaluation table. Each factor is assigned a numerical score. The scores will be used to determine vendor(s) with whom negotiations may be conducted. Evaluations will be based upon the criteria table on page 10 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 protest or complaints regarding this RFP process shall be referred to the ATCOG Grievance Procedures for resolution. Copies of such procedures may be found on page 7 of this RFP.

M. Conflict of Interest

No employee or agent of ATCOG shall participate in the negotiation, evaluation, selection, discussion, award or administration of a contract or procurement supported by public funds if a conflict of interest, either real or apparent, would be involved. An employee or agent of ATCOG shall at all times avoid the appearance of impropriety.

- A conflict arises when an ATCOG employee or agent, or any member of his/her immediate family, or a partner or a person or an organization which employs or may employ in the near future any of these individuals, has a financial or other substantial interest in any entity which may be considered for the award.
- "Immediate family" refers to any person related within the second degree of affinity (marriage) or within the third degree of consanguinity (blood) to the party involved.
- "Substantial interest" for purposes of this section, means the person:
 - owns 10% or more of the voting stock or shares of the entity;
 - or

- owns 10% or more or \$5,000.00 or more of the fair market value of the entity; or
 - received funds from the entity in excess of 10% of the person's gross income for the previous year; or
 - is related to an employee or agent in the first degree of consanguinity or affinity.
- No employee or agent of ATCOG shall demand, agree, accept or solicit gratuities, favors or anything of monetary value from contractors, potential contractors, bidders, offerors or parties to sub-agreements. No contractor, bidder, offeror or party to a sub-agreement shall offer or tender anything of monetary value to any employee or agent of ATCOG.

N. 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.

O. Submission Requirements

To be considered responsive and receive an evaluation, a proposal must include all items listed on the RFP Submission Checklist on page 11.

P. Geographic Preference Prohibition

Ark-Tex Council of Governments shall conduct procurements in a manner that does not give in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws. Geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services if an appropriate number of qualified firms, given the nature and size of the project, are able to compete for the contract.

Q. Procurement Grievance Procedures

Any Proposer 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 (5) working days after action by the ATCOG Board of Directors will not be deemed timely and will not be considered. In order for a Proposer to enter the grievance process, a written complaint must be sent to the Operations Officer 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 Operations Officer will initiate the informal resolution process.

The Procurement Officer or Department Head responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from the date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Operations Officer of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Department Head is not successful in resolving the allegations, the complaint, along with the comments, will be forwarded to the Operations Officer immediately. The Operations Officer 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 Operations Officer's 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 shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days. Ark-Tex Council of Governments: Procurement Policy and Procedure Manual June 2017 Page 66 The Proposer may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction.

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.	60	
Reasonableness of proposed price/cost	25	
Proposer's ability to provide references of other organizations provided this type of service	15	
Total Points	100	

Proposal Recommendations: _____

Justification: _____

Evaluator's Signature

Date

RFP Submission Checklist

- ☐ Required Elements in Response Format (page 11-14)
- ☐ Certification of Compliance with Required Elements (page 15)
- ☐ Assurances (page 16)
- ☐ Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Including Drug-free Workplace Requirements and Americans with Disabilities Act (page 17)
- ☐ TxDOT form PTN-130 (page 19)
- ☐ Submission of 1 (one) electronic copy by 5:00pm on May 20, 2022 to Mark Compton, mcompton@atcog.org, subject line: Transit Scheduling Software RFP

Required Elements in Response Format

All interested parties shall submit the following information to be considered responsive, as well as demonstrate its 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 is 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. Provide a turn-key IT solution which consists of Transit Management Software for route scheduling/dispatching, vehicle maintenance tracking and reporting, map data for areas served by TRAX Transportation, building AND "on-board" hardware and software with AVL capabilities. Vendor to include, but not be limited to trip data, expenses, revenues, maintenance, cost per trip, cost per mile, cost per hour, etc.

The proposer shall include a concise summary of the products and services being offered to meet the requirement of this RFP. Proposer should also provide their approach to providing the services. Software should be a complete suite of tools needed to run and automate ATCOG's Rural Transit District: scheduling/dispatching, vehicle maintenance, billing reporting, mapping, auto scheduling, MDS/tablet interface, tech support and maintenance. Proposer should also include options and capabilities not listed in this RFP (i.e. fare automation, call functions, demographics such as 5310 data, driver training, query tools, route optimization, coordination etc.).

3. Implement the IT solution in a manner in which all TRAX Transportation Data is migrated to the new system.

The proposer shall describe the approach to meeting the implementation, training, documentation, and transition requirements as well as the go-live plan. The proposer shall provide specifications for all recommended hardware and software and shall continually assess requirements for the system environment and provide specifications for any recommended changes to the TRAX environment. These specifications should include all hardware and software (Transit Management Software) required for

complete system integration. The proposer will also include optional pricing to establish, test and host the infrastructure defined.

4. Provide any type of necessary software or hardware integration required for provide a seamless solution.

The proposer shall provide any type necessary software or hardware integration require to provide a seamless solution. The system should deploy in a pilot environment to test all aspects of the system including full integration of MDC/tablet and AVL system with transit software. The go-live plan should include at least prerequisite activities including training, deployment steps, test plan, and data conversion.

5. Develop and conduct training for system administrators, dispatchers, drivers, train the trainers, users, etc.

The proposer shall provide training to ensure all TRAX users have the knowledge and capability necessary to effectively use the system. Training should be conducted at the TRAX facility in Texarkana, Texas and at other TRAX facilities as agreed to. A training plan shall be developed by the proposer and reviewed and approved by TRAX and TRAX Management Team. Training shall be conducted from installation through implementation. The proposer shall provide user documentation including manuals, quick reference guides, tutorials, on-line and any configuration or customization documentation.

6. Provide warranty, maintenance coverage, and tech support. Describe ongoing software and hardware maintenance plan, as well as support for your proposed solution.

The proposer shall warrant each deliverable for a period of one year after the system is fully implemented and accepted. During the warranty period, the proposer shall be responsible for correcting any issues causing any portion of the system to be inoperable or any issues resulting in inaccurate results produced by the system when the system is used in accordance with product documentation provided by the proposer and without extraordinary actions on the part of TRAX or its users.

The proposer shall provide a planned maintenance upgrade and data management strategy. The proposed maintenance and tech support agreement shall include at a minimum:

- *Planned software and data upgrades and maintenance schedules. This should include any planned enhancement and any outstanding critical issues that are being addressed.*
- *Software upgrades procedures to ensure any software version upgrade is compatible with the TRAX IT infrastructure.*
- *In a hosted environment, procedure to notify TRAX when the system must be halted to provide scheduled and unscheduled maintenance. Clearly defined roles, responsibilities and coordination processes should be provided.*
- *Document all customization or configuration to ensure reproducibility when TRAX upgrades to a new release of the software.*
- *Proposer shall submit business continuity procedures and a disaster recovery plan which includes at a minimum recommended hardware and software and a documented disaster recovery plan.*
 - *Optional Hosting: TRAX has not determined where the software will be hosted (proposer should make recommendations). If hosted at proposer's facility or other pre-determined location, the proposer's hosting services shall include the following features, at a minimum:*
 - *Type of website security*
 - *Availability of system*
 - *Data security*
 - *Data center tier level*
 - *Help desk services*
 - *Backup/disaster recovery plan*

7. Support seventy five (75) or more vehicles and provide the ability to increase scope with additional vehicles and functionality. System must be adaptable to various types of transit service.

System shall allow dispatch to view vehicle location on GIS map, download schedule and route to vehicle, provide navigation, capture all trip related information using a tablet, allow dispatch to reassign trip to another driver, allow dispatch to add a trip for any type of funding source, ability to update trip information and status, and ability to integrate vehicle odometer.

8. Work closely with TRAX Transportation Management Team to develop a Project Plan and provide any required documentation including Test/Acceptance Plan, Transition Plan, and "Go-Live" Plan.

9. Provide qualifications, certifications and references of key staff to be assigned to this project including technical staff.

The proposer will document successful past performance and relevant qualifications and experience. The proposer shall be a company in the business of developing Transit Management Software, integration and maintenance for advanced ITS systems for a minimum of three (3) years within the last five (5) years. Within the last five (5) years, the company should have successfully completed projects that are similar in size and complexity. A list of the proposer's last five (5) installations should be included. The installations should make reference to previous experience integrating to broker portals for downloading medical trips.

9. Provide price quotes for software, training, licensing (initial and annual), and maintenance and support.

Proposer shall list additional options/capabilities of software as applicable (i.e. vehicles analytics, fleet productivity – idle, speed, driver performance) as well as all recurring costs including software and hardware updates, as applicable, and initial set-up fees and warranties. Proposer should provide three (3) and five (5) year price quote options for upfront payment of all reoccurring fees, licenses, and warranties. It is highly recommended that proposers include pricing for multiple package options so that ATCOG has the flexibility to build its own product package.

10. Indicate the number of years' experience operating such services in a stable, sound manner, as well as, references that include names, addresses and phone numbers of references familiar with the proposer's ability, experience, and reliability in the performance and management of projects of a similar nature.
11. Describe your organization's method and capacity to assure quality in the services requested through this RFP.

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.

Please indicate which best represents your business. (Check)

- ☐ HUB Vendor (Historically under-Utilized Business)
- ☐ DBE Vendor (Disadvantaged Business Enterprise)
- ☐ Minority Owned Business
- ☐ Business is part of a larger company (Please specify) _____
- ☐ Other (Please specify) _____

(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 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.

We understand and agree that we may be subject to a monitoring review or audit by TxDOT (Texas Department of Transportation), and/or Ark-Tex Council of Governments. We also understand that we may be required to provide a copy of the most recent audit as part of the contracting process.

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: _____

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence 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 the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement 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;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position

title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT		PR/AWARD NUMBER AND / OR PROJECT NAME	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
SIGNATURE		DATE	

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Staff, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.



Consolidated Certification Form

Form PTN-130
(Rev. 6/21)
Page 1 of 11

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. Veterans Preference
8. False or Fraudulent Statements or Claims
9. Disadvantaged Business Enterprises (DBE)
10. Fly America
11. ADA Access
12. Special Notification Requirements for States

Award Exceeding \$10,000

13. Terminating the Contract

Award Exceeding \$25,000

14. Debarment and Suspension

☐ **Award Exceeding \$50,000**

15. Contracting with the Enemy

☐ **Award Exceeding \$100,000**

16. Resolution of Disputes, Breaches, or Other Litigation
17. Lobbying Restrictions

☐ **Award Exceeding \$150,000**

18. 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.

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 following 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. Veterans Preference

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- A. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a Third-Party Contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and
- B. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

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 recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The contractor, subrecipient 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).

Further, recipients must establish a contract clause to require prime contractors 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. 49 C.F.R. § 26.29(a). 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.

Awards Exceeding \$10,000

13. Termination

All contracts in excess of \$10,000 must address termination for cause by the non-federal entity including the manner by which it will be effected and the basis for settlement.

Awards Exceeding \$25,000

14. 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.

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

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.

Certification to Purchaser

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

Name of Company:

Address:

Telephone:

SS# or Tax ID#:

Printed Name of Person Completing Form:

Signature

Date:

Description of Commodity Service:

Disadvantaged Business Enterprise Information

Type of Organization (check the application type of organization)

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

Is your firm a DBE? ☐ Yes ☐ No

If yes, what type?

Third Party Procurement Contract Provisions

Third Party Procurement Contracting Provisions

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

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

☐ **1. Construction Related Clauses**

☐ Federal and State

☐ State Clauses

☐ **2. Rolling Stock Related Clauses**

☐ Federal and State

☐ State Clauses

☐ **3. Professional Services / Architectural Engineering**

☐ Federal and State

☐ State Clauses

☐ **4. Materials & Supplies Related Clauses**

☐ Federal and State

☐ State Clauses

☐ **5. Operations / Management Related Clauses**

☐ Federal and State

☐ State Clauses