



Request for Proposals
Transit Planning & Consulting Services
Contract Number C-2023-0327

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INTRODUCTION

About The Woodlands Township

The Woodlands Township (the “Township”), is a political subdivision and a special purpose district of the State of Texas, created organized and operating pursuant to the provisions of Chapter 289, Acts of the 73rd Texas Legislature, Regular Session, 1993, as amended. The Township provides public transportation via three Park & Ride lots within the Township. The Township is a recipient of Federal Transit Administration (FTA) and Texas Department of Transportation (TxDOT) funds. This project may be financed jointly by local and federal authorities, including the FTA and TxDOT. In the event that any litigation should arise between the participating parties as the direct result of any contract awarded because of this solicitation, the venue shall be Montgomery County, Texas.

The Woodlands Township (Township) is one of the fastest growing residential and employment centers in the greater Houston-Galveston region. With a current population of over 110,000, the Township’s residential population at build out is expected to be approximately 130,000. The Woodlands is also experiencing explosive growth in retail and office development in the Town Center and outlying areas. This accelerated growth is creating mobility and congestion challenges, primarily within The Woodlands Town Center.

The Township is a special purpose district, and a political subdivision of the State of Texas located in unincorporated areas of Montgomery and Harris Counties. The Township is authorized to impose and collect sales and use tax, hotel occupancy tax and property tax, and provides a wide range of municipal services. These services are considered value-added services, as they are enhancements to basic service levels provided by the other governmental organizations, such as Montgomery and Harris Counties. The Township is governed by a seven-member elected Board of Directors that meets twice each month to conduct the business of the Township.

On October 1, 2012, The Township, the City of Conroe and parts of unincorporated Montgomery County were included in a new large urbanized area (UZA) formed by the U.S. Census Bureau. The Township and the City of Conroe were named as dual designated recipients for Federal Transit Administration (FTA) grant funds for the Conroe-Woodlands UZA. By agreement, the Township is responsible for the performance and financial viability of certain public transit operations for the southern portion of the UZA and the City of Conroe is responsible for certain transit operations for the northern portion of the UZA.

The Township, as an FTA-designated direct recipient of federal funding, receives grant funding and provides transit operations and services which include:

- A park and ride operation (The Woodlands Express) that operates from three community locations with 25 coaches providing round-trip transportation from The Woodlands to four

Houston employment centers weekdays Monday through Friday. Approximately 250 – 800 riders per day use this service, which is operated by the Township through a Commuter Bus Operating contract with First Class Transportation. Users are charged a fare for this service.

- A rubber-tired trolleybus operation consisting of trolleys providing fare-free transportation service to business locations and residences in The Woodlands Town Center and Hughes Landing area. This service operates daily and offers service on a fixed-route within the Town Center and Hughes Landing areas and is complemented by ADA Paratransit transportation service.

Overview- Transit Planning & Consulting Services Request for Proposals

The Township is seeking responses from qualified firms or individuals to this Request for Proposals (RFP) for Transit Planning & Consulting Services, Contract No C-2023-0327.

The anticipated contract period resulting from this solicitation is three (3) years with two (2) 3-year renewal options.

Based on the number and quality of the responses, the Township may award more than one contract to prospective providers.

The anticipated contract will be task-order driven with a firm fixed price (FFP) not to exceed a negotiated fee for the scope of services as outlined in the resultant contract, if any. The contract is anticipated to be funded via federal assistance through urbanized federal formula grants, and other sources, as available. Federal requirements associated with contracts of this nature are outlined in the **Federally Required Contract Clauses** section of this solicitation.

The selected provider(s) will perform various tasks as outlined in the **Scope of Services**, which are described in more detail in the **Scope of Services** section of this RFP.

Some of the Township's major transit projects anticipated to be implemented over the next 3-6 years include:

- Implementation of Route Planning Study recommendations (study anticipated to be completed in February 2024).
- Manufacturing and delivery of six (6) new Town Center Trolley vehicles including installation of various onboard technologies (cameras, GPS location system, public WiFi, announcement system, digital signage, digital wayfinding system).
- Execution of the bid and award process for a new Park & Ride commuter bus operations contract for implementation in May of 2025.
- Execution of the bid and award process for a Automatic Vehicle Location/Fleet Tracking System.

- Execution of the bid and award process for manufacturing of 25-30 new Woodlands Express Park & Ride coach buses.
- Implementation of a marketing and communications plan for both the Town Center Trolley and Woodlands Express services.
- Implementation of an upgraded physical fare collection system for The Woodlands Express
- Various capital procurements for the ongoing upgrading and maintenance of the Township's transit facilities.
- Fare Increase for The Woodlands Express.

The Township may, without prior notification, move certain tasks listed in the **Scope of Services** in-house to be performed by Township personnel.

Questions about this procurement should be directed to:

Ruthanne Haut

rhaut@thewoodlandstownship-tx.gov

Phone: 281-210-3800

Schedule of Events

Schedule of Events	Date
Request for Proposal Release Date	Wednesday, November 8 th , 2023
Questions or Request for Deviations Due	Friday, December 1 st , 2023 by 2:00 p.m.
Township Responses to Questions and Deviation	Friday, December 8 th , 2023
RFP Proposals Due Date	Friday, December 15 th , 2023 by 4:00 p.m.
Interviews with Prospective Consultants	January 2024
Board of Director's Approval	March 2024
Contract Execution	May 2024

SCOPE OF SERVICES

The Township is seeking qualified firms or individuals to assist with tasks such as: 1) Federal Transportation Administration Compliance and Reporting 2) Financial Planning 3) Transit Planning and Operations Management 4) Assessments and Evaluations, along with 5) Emergency Management & Safety Oversight Responsibilities.

The Township has developed the anticipated Scope of Services below that outline the anticipated tasks that provider or providers will be expected to provide to the Township over the contract term. The Scope of Services will not have any architectural or engineering (A&E) professional services associated with the scope of work. Any A&E services would be procured under a separate solicitation and subject to the Texas Professional Services Procurement Act (PSPA) and the Brooks Act. Task areas include, but may not be limited to:

Task 1- Federal Transportation Administration Compliance and Reporting

Assignments under this task may include, but may not be limited to: Third-Party Contracting, Civil Rights Program Development and Reporting - Americans with Disabilities Act (ADA), Disadvantaged Business Enterprise (DBE), Title VI Program Requirements, National Transit Database Sampling & Reporting including annual report preparations, and Triennial Review Process Management.

Task 2- Financial Planning & Grant Management

Assignments under this task may include, but may not be limited to grant process management, FTA-funded procurement & requisition processes and preparations, procurement recommendations based on planning studies for advanced planning or architectural/engineering services procurement, and recommendations based on planning studies for capital procurement.

Task 3- Transportation Planning & Operations Management

Assignments under this task may include, but may not be limited to project management, route planning, ridership evaluation/analysis, origin-destination surveys, operations planning, schedule design, schedule evaluation/analysis, coordination with other regional transit agencies, project management, passenger surveys, data collection, GIS mapping, sampling, forecasting, modeling, public involvement, agency coordination, evaluation of other regional planning efforts, project recommendations, short-term planning, long-term planning, capital improvement program planning, coordination with H-GAC (Regional MPO) short- and long-term planning activities including the Regional Transportation Plan (RTP) and Transportation Improvement Plan (TIP), State short- and long-term planning efforts, etc. event project scoping, analysis, environmental review, public involvement, project impacts analysis, project reporting/documentation, and project scheduling.

Task 4- Assessments and Evaluations of Transit Program and Projects

Assignments under this task may include, but may not be limited to: project management, data collection and analysis, data evaluation, sampling, GIS mapping, agency coordination, and general recommendations.

Task 5- Emergency Management and Safety Oversight

Assignments under this task may include, but may not be limited to: project management, development of core capabilities and procedures to the transit program's transportation agency safety plan, develop emergency operations procedures with communications procedures during a natural disaster or catastrophic event.

Tasks, in the form of task orders, will be assigned by the Director, or other appropriate Township designee. A proposed cost for the task will be submitted and negotiated prior to approval and notice to proceed. Each task order will have an associated deliverable to be prepared, reviewed, and submitted upon completion of the assigned task.

PROPOSAL SUBMISSION PROCEDURES

The Township will accept responses from experienced individuals qualified to perform the services described in this RFP until the deadline for submittals as stated herein. Proposals received after the submittal deadline shall be deemed to be non-responsive.

Submittals deemed to be responsive will be reviewed by a staff review team for evaluation and recommendation. The recommended provider(s) will then be presented to the Township Board of Directors for their consideration and final approval.

Required Submittals

Interested firms and individuals are requested to submit **five (5) complete copies** of their response to this RFP. In addition, responders are requested to include **one (1) digital copy of their complete response**.

Responders should limit their responses to **twenty-five (25) pages maximum**. Appended materials are not included in this limit but will not count toward scoring or evaluation of the submittal. Responses must contain at least the following information regarding Package 1 and Package 2:

PACKAGE 1 – Total Value 80 Points

- **SECTION ONE:** Cover letter with a summary of the submittal and proposed consultant team, signed by an officer capable of contractually engaging the firm (two-page maximum). – **5 Points**
- **SECTION TWO:** Description of key personnel (including any proposed subconsultants) to be assigned to this contract, including resumes. – **10 Points**
- **SECTION THREE:** Description of similar completed or ongoing work as described in the scope of services section of this solicitation. Include project profiles (up to five) which include: project scope, dates, and client contact information – **25 Points**
- **SECTION FOUR:** Information regarding DBE qualifications or identification of any proposed subconsultants who are certified as DBEs through the Texas Unified Certification Program (TUCP). – **0 Points**
- **SECTION FIVE:** References – at least three (3). – **20 Points**
- **APPENDIX A:** Federally Required Certifications (Federally Required Contract Clauses in this solicitation) Signed by Official with Contracting Authority – Not counted towards overall point total but must be completed in order to qualify for award

PACKAGE 2 – Total Value 20 Points

Additionally, interested firms and individuals are also requested to submit, **IN A SEPARATE PACKAGE**, five (5) copies of a **fee/rate proposal** indicating the personnel rates and other expenses which the consultant would propose charging for these services. The envelope is to be clearly marked "Transit Planning & Consulting Services Fee/Rate Proposal" together with the name and address of the respondent. **Do not include fee/rate information in the main portion of the submittal.** The provider's proposed fees/rates shall conform to all applicable requirements of the U.S. Department of Transportation. The fee/rate proposal shall contain information relative to hourly rates by project personnel, as well as title and cost rates for any other non-

personnel, and costs which would be proposed to be utilized for this work. Hourly rates, overhead and other aspects of the fee proposal shall remain constant for the duration of the three-year contract; a reasonable inflation-based cost increase may be negotiated for each contract extension, if any.

Preparing the Fee / Rate Proposal:

Keep in mind that tasks for this contract, in the form of task orders, will be assigned by the Director, or other appropriate Township designee. A proposed cost for the assigned task will be submitted and negotiated prior to approval and notice to proceed. Each task order will have an associated deliverable to be prepared, reviewed, and submitted upon completion of the assigned task.

The fee proposal **MUST** include a statement that certifies that the prices in the proposal have been arrived at independently without collusion, consultation, communication, or agreement for restricting competition, as to any matter relating to such prices with any other respondent or any competitor.

In preparing the separate fee / rate proposal, use the **Scope of Services** described in this document as a guide to determine which personnel, including subconsultants, will be involved in a task, the hours they are anticipated to contribute to completing the task, and the associated hourly rate.

Please provide an estimated fee for the completion of each task area as described above and the overall estimated fee for all tasks if all tasks will be assigned during the three-year term of the initial contract.

Also, please include the estimate of DBE and/or Subconsultant fees and utilization percentages in your submittal.

The Township is exempt from sales, use, and other taxes.

Evaluation Criteria

Consultant qualifications and abilities will be evaluated according to the following criteria:

Cover letter – **5 Points**

Key personnel – **10 Points**

Relevant experience – **25 Points**

Information regarding DBE qualifications or identification of any proposed subconsultants who are certified as DBEs – **0 Points**

References – at least three (3) – **20 Points**

Fee/Rate Proposal – **40 Points**

Total: 100 Points

Selection Process

Recommendations and requirements as set-forth in [FTA Circular 4220.1F](#) and the [FTA Best Practices Procurement Manual \(BPPM\)](#) will be used as guidance in reviewing submittals received in response to this RFP.

A committee consisting of Township staff will evaluate submittals deemed to be responsive to this solicitation and make recommendations for selection. Recommendations will be based upon responses to the evaluation criteria outlined in previous sections of this solicitation. Recommendations will be determined based on which provider(s) is/are deemed to be most advantageous to, and in the best interest of the Township.

The Township shall not be responsible for any costs related to the submission of a response or any other costs to any prospective provider in responding to this solicitation.

The Township reserves the right, at its sole discretion, to reject any or all responses and to waive irregularities, except the timeliness of submission. The Township reserves the right to contract with and/or secure transit planning & consulting services from other transit consultants as deemed necessary by the Township. This RFP in no manner obligates the Township to pursue any contractual relationship with any entity that responds to this solicitation. The Township further reserves the right to cancel this RFP at any time.

Form 1295 – Certificate of Interested Parties

In compliance with State of Texas Government Code, Section 2252.908, **the successful respondent awarded a contract by the Board of Directors of The Woodlands Township must complete Form 1295 – “Certificate of Interested Parties”**; and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at www.ethics.state.tx.us

GENERAL CONDITIONS

Compliance with Laws, Regulations and Policies

All work to be undertaken as a result of this qualifications-based selection process must be consistent with all pertinent Federal, State, County and local laws, regulations, and policies.

The professional services contract for these services will include an attachment regarding the provisions of the FTA Master Grant Agreement which would be binding upon any contractors (and subcontractors) working on behalf of the Township on FTA-funded projects.

Project Files, Data, Maps and Other Materials – Maintenance & Ownership

The selected consultant (Contractor) shall establish and maintain files for projects and tasks undertaken for or on behalf of the Township. The files shall contain all records, calculations, task documents, reports, collected data and all other documentation pertaining to the work performed by the Contractor (including all subconsultants and other firms which may be involved

on the project). The files shall be delivered to the Township upon completion of each task. All technical memoranda, reports, and other materials shall be provided to the Township in source (native) format and in Portable Document Format (PDF). Word processing format shall be Microsoft Word format, spreadsheets shall be in Microsoft Excel format, and maps, if any, shall be in ArcGIS shapefiles or other format, as requested.

The Township will own all materials prepared by the Contractor in whatever format they are created and stored. Provided that credit to the creating consultant or professional is given, the Township may use the materials in any manner whatsoever.

Deliverables

The Contractor shall submit, as may be required under the scope of services, draft and final technical memoranda, transit plans, reports and other deliverables to the Township Project or Program Manager. These materials shall be used to provide a comprehensive documentation of technical inventories, plans, analyses, designs, and recommendations which are produced in connection with the anticipated scope of services. These materials are not to be further disseminated without prior permission from the Township Project or Program Manager.

All technical memoranda, transit plans, and draft and final reports shall be complete, technically and factually accurate, clear, concise, well-organized and grammatically correct. Reports shall be written in a manner sufficient for a person not specifically familiar with the subject or area to understand. Reports shall be written so as to achieve understanding of the studies completed, their findings, and recommendations. Reports should be written so as to encourage those who read them to more easily understand technical information and encourage participation in the transportation decision-making by expressing their insights and views. Conclusions shall be supportable by results of analyses and reasoning documented in the reports or technical memoranda.

Opening of Proposals

Proposals will not be publicly opened. All proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation and selection process. See "Confidentiality of Proposals", below.

Disqualification

The Township reserves the right to disqualify a prospective contractor before or after the proposal deadline of submittal, upon evidence of collusion with intent to defraud, other illegal practices, or other practices on the part of the prospective contractor deemed harmful to the Township.

Confidentiality of Proposals

When the award is made, and a contract is executed, submittals are subject to review under the "Texas Public Information Act". To the extent permitted by law, prospective contractors may request in writing non-disclosure of certain proprietary information. Such information shall

accompany the proposal, be readily separable from the proposal, and shall be clearly marked "CONFIDENTIAL". While the Township cannot guarantee or opine on the protected nature of any such designated information, it will make a good faith attempt to notify the provider of such information of subsequent requests by third parties for such designated information such that the provider of the information may seek to establish the confidentiality of same in accordance with the Texas Public Information Act.

Interested firms and individuals should submit their responses to this RFP by December 15th, 2023 no later than 4:00 p.m. (Central Time) at the offices of:

The Woodlands Township
Attn: Ruthanne Haut
2801 Technology Forest Blvd.
The Woodlands, TX 77381

No faxes or digital (email) submissions will be accepted.

Contact Information

Project Manager:
Ruthanne Haut
rhaut@thewoodlandstowship-tx.gov
Phone: 281-210-3800

Contracting Officer:
Kellan Shaw
kshaw@thewoodlandstowship-tx.gov
Phone: 281-210-3800

Disadvantaged Business Enterprise (DBE)

The Woodlands Township has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. There is no contract goal associated with this procurement. However, the Township is committed to utilization of DBEs on all DOT-assisted projects toward attainment of the Township's established overall goal of 3.51%.

Policy

It is the policy of the Township to facilitate, and assure that each prime contractor or subcontractor participating on Township DOT-assisted contracts will facilitate DBE participation by:

- Complying with 49 CFR Part 26;
- Not discriminating on the basis of race, color, religion, national origin, sex, disability, or age;
- Implementing the Township's DBE program; and
- Verifying DBE Certification.

Notice to Offerors

Notice to all offerors is hereby provided that, in accordance with all applicable federal, state and local laws, the Township will ensure that DBEs are afforded full opportunity to submit offers and responses to this solicitation and to participate in any contract(s) executed pursuant to this advertisement.

Proof of Certification

Parties responding to this RFP must provide proof verifying the certification of any DBE firm proposed to perform on this contract by one of the six certifying entities in the state of Texas. Proof of DBE certification should be included in appendices.

Identifying Certified DBE Firms

The Woodlands Township is NOT a certifying agency.

Prime offerors/bidders may obtain the latest version of the Texas Unified Certification Program DBE Information Directory on the Texas Department of Transportation website at: <https://www.txdot.gov/inside-txdot/division/civil-rights/tucp.html>

Additional DBE Certifying Agencies

- City of Houston
 - <http://www.houstontx.gov/obo/index.html>
- City of Austin
 - <http://www.austintexas.gov/department/small-and-minority-business/about>
- Corpus Christi Regional Transportation Authority
 - <http://www.ccrta.org/news-opportunities/dbe-program/>
- North Central Texas Regional Certification Agency

- <http://www.nctrca.org/>
- South Central Texas Certification Agency
 - <https://sctrca.org/>

Assurances

Each contract the Township signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) or sub-recipient must include the following assurance per 49 CFR, Part 26.13(b):

The contractor, subcontractor or sub-recipient shall not discriminate on the basis of race, color, religion, national origin, sex, disability, or age in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor, subcontractor or sub-recipient 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 Township deems appropriate.

For more information, please refer to the **Federally Required Contract Clauses** located on page 18 of this solicitation.

Federal Participation

The contract associated with this solicitation will be financed in part through the United States Department of Transportation. Federal contracting requirements govern solicitation. The Township, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all respondents that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Qualified firms and qualified Disadvantaged Business Enterprises (DBE) are encouraged to submit proposals in response to this solicitation. Other respondents are encouraged to utilize DBE subconsultants where appropriate. The Woodlands Township has established a goal of 3.51% for FTA contracts. This project will be funded using FTA funds. Subcontracting is permitted. WBE/MBE firms do not qualify as DBE firms under this solicitation. DBE participation will be taken into consideration in the evaluation of responses. However, nothing in this provision shall be construed to require the utilization of any DBE firm which is either unqualified or unavailable.

Certification

By submitting a response to this RFP, a respondent is certifying that neither its firm nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, under federal criminal indictment, or otherwise excluded from participation in this procurement process by any federal department or agency.

Further, if any of the aforementioned situations occurs during the course of the procurement, the respondent is required to immediately inform the Township thereof.

Protests

Pre-Proposal Protests: Protests pertaining to the scope of services, proposal forms, provisions, terms, conditions, proposed form of procurement or addenda must be submitted in writing to the Township's Contracting Officer within five (5) business days prior to the proposal due date. Protests must be supported by sufficient written information to enable the protest to be considered. A protest or objection will not be considered if it is insufficiently supported or it is not received within the time limits specified herein.

Protests based upon restrictive specifications, alleged improprieties or other similar situations prior to the submittal deadline as stated herein must be submitted in writing to the Township's Contracting Officer within five (5) business days prior to the submittal due date.

Post-Award Protests: Protests resulting from the award of a contract through the RFP procedure must be made in writing to the Township's Contracting Officer within three (3) working days of the letter of non-selection to the prospective offeror. The protest must outline the specific portion of the specification or proposal procedure that had been violated. Untimely or late protests will not be considered.

Protests by an interested party regarding this procurement shall be made in accordance with Chapter 2155 of the Texas Government Code. After such administrative remedies have been exhausted, an interested party may file a protest with the Federal Transit Administration (FTA) or the U.S. Department of Transportation pursuant to the procedures provided in FTA Circular 4220.1F. Alleged violations of certain federal requirements provide a separate complaint procedure. See, for example, Buy America Requirements, 49 CFR 661 or Participation by Disadvantaged Business Enterprise in Department of Transportation Programs, 49 CFR 23.

Failure to comply with the above protest procedures will render a protest untimely and/or inadequate and shall result in its rejection.

Contracting Officer Contact:

The Woodlands Township
Kellan Shaw, Director of Finance
2801 Technology Forest Blvd.
The Woodlands, TX 77381

Invoicing & Payment

The selected provider (Contractor) will be required to submit its invoice by the fifth (5th) calendar day of the month each month for services rendered during the previous calendar month. Invoices are to be sent to the Township's administrative office located at 2801 Technology Forest Blvd., The Woodlands, TX 77381. The Township is tax exempt therefore invoices cannot include any sales tax.

The Township will pay invoices on a net 30-day payment cycle or three (3) days after the receipt of State and Federal funds, whichever is later. Such payment terms are contingent upon the receipt of State and Federal funds.

Loss of such funds will nullify the Contract.

Contractor may only bill for actual hours worked. Holiday, vacation, sick and any other leave must be paid by the Contractor and may not be billed to the Township.

Contractor's monthly invoice shall not be deemed complete, and payment shall not be authorized, unless each of the following monthly reports is provided in a form to be approved by the Township.

- The payment request in an amount correctly determined in accordance with the Fee/Rate Proposal less any adjustments.
- Disadvantaged Business Enterprise (DBE) Participation Report, as required.

Contractor Status

Contractor will be an independent Contractor of the Township, and all persons employed to furnish services or to perform work under the contract are employees, agents or subconsultants of Contractor and not of the Township. The Contractor shall be fully responsible for all acts and omissions of its employees, subconsultants, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. No provision of this RFP or any resultant contract shall be construed to give rise to a partnership, joint venture, agency, employer/employee relationship, or any relationship between Contractor and the Township other than that of principal and independent Contractor.

Indemnification/Defense of The Township

Contractor will be required to assume full liability and responsibility for, and release and covenant and agree to indemnify, hold harmless and defend the Township and the members of the Board of Directors and executive committee, officers, principals, agents and employees of the Township (hereinafter collectively "Indemnified Persons") from and against any and all damages, payments, costs, losses, expenses, and liability of every kind whatsoever related to all claims for damages or injuries to persons or property of any nature whatsoever (including any

claims which may arise on the part of the Contractor, its officers, agents, principals, employees, and subcontractors) arising out of or incident to this solicitation or the contract(s) resulting from this solicitation, or which are in any way related to such solicitation or contract(s) or to Contractor's activities thereunder, or are incident to the grant or exercises of any of the rights and privileges described in such solicitation or contract(s), other than claims resulting solely from the negligence of one or more of the Indemnified Persons. By way of inclusion and not limitation, the liability and responsibility assumed and the claims, damages, payments and expenses released and indemnified against are specifically agreed to include any growing out of or related to libel, slander, and the like, and infringement of patents, copyrights, trademarks, service marks and the like, including claims arising out of the use by any of the Indemnified Persons of any documentation, publication, appliance, tool, equipment or apparatus supplied under such solicitation or contract(s).

The Township will promptly notify Contractor of any such claim and will cooperate with Contractor in defending against any such claim. In the event any suit or legal proceeding of any kind is brought against any of the Indemnified Persons on account of any claim described in the preceding paragraph, Contractor agrees to assume the defense thereof and to pay all expenses relating thereto and in connection therewith and all judgments and levies that may be obtained against any of the Indemnified Persons as a result of any such suit or proceeding, specifically including fines, penalties, attorney's fees, exemplary damages, and interest; and Contractor agrees to at once cause any such judgments and levies to be dissolved and discharged by paying same, giving bond or otherwise.

Contractor also agrees to pay the Township promptly upon receipt of statements therefor, any and all attorney's fees and other expenses reasonably incurred by it directly or indirectly related to any claims.

No Assignment

Any Contract resulting from or related to this solicitation and all rights and obligations thereunder are non-assignable in whole or in part by Contractor without the prior express written consent of the Township, and any attempted assignment without such consent shall constitute a material default of Contractor under the underlying contract and may be considered void for all purposes at the election of the Township.

Changes

The Director or his/her designee may, at any time, by written order, make changes within the general scope of the contract in the services to be performed. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under the contract, whether or not changed by any order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly; provided, however, it is understood that any such adjustment will be calculated on the basis of the service adjustment rates specified in the contract only if there is requested a 25 percent or less increase or decrease per year in the level of service over or under the amount originally awarded to the Contractor. The 25 percent

shall be calculated on the basis of total annual revenue hours. If greater than 25 percent increase or decrease per year in the level of service over or under the total amount originally awarded to the Contractor occurs, the rates contained in the contract shall be subject to renegotiations. Any claim of the Contractor for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Contractor of the notification of change unless the Contracting Officer or his/her designee grants a further period of time before the date of final payment under the contract.

No services for which an additional cost or fee will be charged shall be furnished without the prior written authorization of the Contracting Officer or his/her designee.

FEDERALLY REQUIRED CONTRACT CLAUSES

The following clauses will be part of the contract resulting from this solicitation. Please review them carefully. The contract will be in compliance with 2 CFR 200 and include the Contract Clauses included in Appendix II to the Uniform Guidance, listed [here](#).

No Obligation by the Federal Government.

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

Program Fraud and False or Fraudulent Statements or Related Acts.

1. 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.
2. 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. 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.

Access to Records and Reports

1. In accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Federal Changes

1. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights Requirements

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 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, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

- a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 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. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The 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, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 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.
 - c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

Incorporation of Federal Transit Administration (FTA) Terms

1. The preceding provisions 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 [Best Practices Procurement and Lessons Learned Manual, Appendix A Federally Required and Other Model Contract Clauses](#), are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to

control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Township requests which would cause the Township to be in violation of the FTA terms and conditions.

Energy Conservation Requirements

1. The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
2. As authorized by the State of Texas, The Texas State Energy Conservation Office (SECO) has adopted the most recent edition of the International Energy Conservation Code (IECC) without amendment for new buildings or additions only. The Contractor shall design the facility in accordance with 2015 IECC.

Disadvantaged Business Enterprise (DBE)

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26; Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The agency's overall goal for DBE participation is 3.51 %. A separate contract goal has not been established for this Contract.
2. The Contractor 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 CFR Part 26 in the award and administration of this DOT-assisted contract. 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 Township deems appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
3. 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 from the Township. In addition, the Contractor may not hold retainage from its Subcontractors.
4. The Contractor must promptly notify the Township, 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 Township.
5. The Contractor must complete the attached Certification Forms at the end of these clauses.

Fly America (for procurements involving foreign transport or travel by air)

1. The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their Contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements.
2. The Contractor also agrees to include any applicable requirements in each subcontract involving international air transportation financed in whole or in part with Federal assistance provided by FTA.

Cargo Preference

1. The Contractor agrees to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
2. The Contractor agrees to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a Subcontractor's bill-of-lading.).
3. The Contractor agrees to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Contract Work Hours and Safety Standards Act

4. Overtime requirements - No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of

forty hours in such workweek.

5. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
6. Withholding for unpaid wages and liquidated damages - The Woodlands Township shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
7. Subcontracts - The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

ADA Accessibility

8. ADA Accessibility ensures that all individuals regardless of disability are not excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
9. The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities.
10. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible

facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable.

11. In addition, the Contractor agrees to comply with applicable implementing Federal regulations any later amendments thereto and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing.
12. The Contractor and all Subcontractors shall adhere to any applicable ADA Accessibility requirements from the following:
 - a. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance, U.S. DOT regulation.
 - b. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA), U.S. DOT regulation.
 - c. 49 CFR Part 38 and 36 C.F.R. Part 1192 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles, Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulation.
 - d. 28 C.F.R. Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services, U.S. DOJ regulation.
 - e. 28 C.F.R. Part 36 – Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, U.S. DOJ regulation.
 - f. 41 C.F.R. Subpart 101-19 – Accommodations for the Physically Handicapped, U.S. General Services Administration (U.S. GSA) regulation".
 - g. 29 C.F.R. Part 1630 – Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, U.S. EEOC.
 - h. 47 C.F.R. Part 64, Subpart F – Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled, U.S. Federal Communications Commission regulation.
 - i. 36 C.F.R. Part 1194 – Electronic and Information Technology Accessibility Standards, U.S. ATBCB regulation.
 - j. 49 C.F.R. Part 609 – Transportation for Elderly and Handicapped Persons, FTA regulation.
 - k. Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

Prohibition on Certain Telecommunications and Video Surveillance Service or Equipment

1. Contractors are prohibited from obligating or expending loan or grant funds to:
 - a. Procure or obtain;
 - b. Extend or renew a contract to procure or obtain; or
 - a. 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).

- i. 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).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. 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.
- c. 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.**
- d. Contractor hereby acknowledges that the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115232, § 889 (Aug. 13, 2018) (the Act) prohibits the Agency from procuring certain “covered telecommunications equipment or services,” as defined in the Act, in federally assisted procurements and that the instant procurement is a federally assisted procurement subject to that prohibition. Contractors represents and warrants that it has performed a due diligence review of its supply chain and that no such “covered telecommunications equipment or services” shall be provided to the Township that would cause the Agency to be in violation of the prohibition contained in the Act.

Signature of Contractor's Authorized Official

Name & Title of Contractor's Authorized Official

Date

Trafficking in Persons

1. Contractor agrees that it and its employees that participate in the contract, may not: Engage in severe forms of trafficking in persons during the period of time the contract is in effect, procure a commercial sex act during the period of time that the contract is in effect, or use forced labor in the performance of the contract or subcontracts thereunder. Contractor will inform Agency immediately of any information it receives from any source alleging a violation of the prohibitions listed in section.

Federal Tax Liability and Recent Felony Conviction

1. The contractor hereby certifies the following:
 - a. 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.
 - b. Agrees to require all subcontractors to provide this certification and to flow this requirement down to participants at all lower tiers, without regard to the value of any subcontract.

Signature of Contractor's Authorized Official

Name & Title of Contractor's Authorized Official

Date

Seat Belt Use

1. 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 the Township.

Distracted Driving, including Text Messaging While Driving

1. 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 agreement.

No Assignment

1. Any Contract resulting from or related to this solicitation and all rights and obligations thereunder are non-assignable in whole or in part by Contractor without the prior express written consent of the Township, and any attempted assignment without such consent shall constitute a material default of Contractor under the underlying contract and may be considered void for all purposes at the election of the Township.

Protests

1. *Pre-Bid Protests*: Protests pertaining to the scope of services, bid forms, provisions, terms, conditions, proposed form of procurement or addenda must be submitted in writing to the Township’s Contracting Officer within five (5) business days prior to the bid due date. Protests must be supported by sufficient written information to enable the protest to be considered. A protest or objection will not be considered if it is insufficiently supported, or it is not received within the time limits specified herein.
 - a. Protests based upon restrictive specifications, alleged improprieties or other similar situations prior to the submittal deadline as stated herein must be submitted in writing to the Township’s Contracting Officer within five (5) business days prior to the submittal due date.
2. *Post-Award Protests*: Protests resulting from the award of a contract through the RFQ procedure must be made in writing to the Township’s Contracting Officer within three (3) working days of the letter of non-selection to the prospective offeror. The protest must outline the specific portion of the specification or bid procedure that had been violated. Untimely or late protests will not be considered.
 - a. Protests by an interested party regarding this procurement shall be made in accordance with Chapter 2155 of the Texas Government Code. After such

administrative remedies have been exhausted, an interested party may file a protest with the Federal Transit Administration (FTA) or the U.S. Department of Transportation pursuant to the procedures provided in FTA Circular 4220.1F. Alleged violations of certain federal requirements provide a separate complaint procedure. See, for example, Buy America Requirements, 49 CFR 661 or Participation by Disadvantaged Business Enterprise in Department of Transportation Programs, 49 CFR 23.

- b. Failure to comply with the above protest procedures will render a protest untimely and/or inadequate and shall result in its rejection.

3. Contracting Officer Contact:

The Woodlands Township
Kellan Shaw, Director of Finance
2801 Technology Forest Blvd.
The Woodlands, TX 77381

Termination

1. Termination for Convenience (General Provision) The Township may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit from work performed up to the time of termination. The Contractor shall promptly submit its termination claim to The Township to be paid the Contractor. If the Contractor has any property in its possession belonging to The Township, the Contractor will account for the same, and dispose of it in the manner The Township directs.
2. Termination for Default [Breach or Cause] (General Provision) 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 Township may terminate this contract for default. Termination shall be affected by serving a notice of termination to the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
 - a. If it is later determined by the Township 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 Township, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
3. Opportunity to Cure (General Provision) the Township in its sole discretion may, in the case of a termination for breach or default, allow the Contractor fifteen (15) calendar days 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.

4. If Contractor fails to remedy to Township's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from Township setting forth the nature of said breach or default, Township 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 Township from also pursuing all available remedies against Contractor and its sureties for said breach or default.
5. Waiver of Remedies for any Breach In the event that Township elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Township shall not limit Township's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
6. Termination for Convenience (Professional or Transit Service Contracts) The Township, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Township shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
7. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Township may terminate this contract for default. The Township shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

Recycled Products

1. If the Contractor procures \$10,000 or more of one of the Environmental Protection Agency designated items in a fiscal year or has procured \$10,000 or more of such items in the previous fiscal year using Federal funds, the Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

Government-Wide Debarment and Suspension

1. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
2. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
3. By signing this agreement, Contractor certifies as follows:
 - a. The certification in this clause is a material representation of fact relied upon by {insert agency name}. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to {insert agency name}, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature of Contractor's Authorized Official

Name & Title of Contractor's Authorized Official

Date

Lobbying Restrictions

1. 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 an agency, a Member of Congress, an officer or employee 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Township's Contractors 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.

Signature of Contractor's Authorized Official

Name & Title of Contractor's Authorized Official

Date

Breaches and Dispute Resolution

1. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Township's President/General Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the President/General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

2. Performance During Dispute - Unless otherwise directed by the Township, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
3. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
4. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Township and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Township is located.
5. Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Township, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Clean Air

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Water Requirements

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

Transit Employee Protective Agreements

1. The Contractor agrees to the comply with applicable transit employee protective requirements as follows:
 - a. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. Department of Labor (DOL) guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
 - b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
 - c. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Non-urbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
2. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

Request for Proposals Submittal Reminder

Transit Planning & Transit Program
Consulting Services
Contract No. C-2023-0327

Submittal Date:
December 15th, 2023

Deliver To:
The Woodlands Township
Attn: Ruthanne Haut
2801 Technology Forest Blvd.
The Woodlands, TX 77381

Questions Due By:
December 1st, 2023
No later than 4:00 p.m. (Central Time)

Direct Questions To:
Ruthanne Haut
rhaut@thewoodlandstowship-tx.gov
Phone: 281-210-3800

Issued By:
The Woodlands Township
Transportation & Infrastructure Department

Issue Date:
November 8th, 2023