



**2801 Technology Forest Blvd.  
The Woodlands, Texas 77381**

Request for Proposals C-2024-0615

**VEHICLE TRACKING SYSTEM FOR TOWN CENTER TROLLEY SERVICE**

**REQUEST FOR PROPOSAL (RFP)**

Issue Request for Proposals:	October 9, 2024
Pre-Proposal Meeting (Virtual):	October 23, 2024
Deadline for Written Questions:	October 25, 2024
Responses to Questions/Final Addendum:	October 30, 2024
Proposals Closing Date & Time: CST	Nov. 6, 2024 1:00 p.m.

**Contact**

Ruthanne Haut, Director

[rhaut@thewoodlandstownship-tx.gov](mailto:rhaut@thewoodlandstownship-tx.gov)

(281) 210-3800

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*The Woodlands Township  
Vehicle Tracking System for Trolley Service*

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## **SUBMITTAL CHECKLIST**

**For a detailed list of items needed for the submittal, please see **Proposal Requirements on Page 6. Forms****

**Included in this Request for Proposals (RFP) Needed for Submittal:**

- Exhibit B, Federally Required Contract Clauses – Page 22
- Exhibit C, State Respondent Pre-Award Certifications – Page 43
- Exhibit D, Acknowledgment of Addenda – Page 48
- Exhibit E -References – Page 49
- Exhibit F – Statement of Qualifications – Page 50
- Exhibit G – Subcontractors – Page 53
- Exhibit I – Price Proposal Form – Page 54

**Respondent-provided Items Needed for Submittal:**

- Title Page
- Proposal (See Scope of Services, page 9)
- Certificate of Insurance (Exhibit A, page 21)

# NOTICE FOR PUBLICATION

## Notice

Sealed Proposals for Solicitation C-2024-0615 – Vehicle Tracking System for Trolley Service must be clearly identified and will be received by The Woodlands Township (“Township”), until the Proposal Due Date and Time at the office address set out below. One (1) electronic version via email with proposal documentation clearly identified must be submitted.

Due: November 6, 2024, 1:00 PM CST

Email: [Transitcompliance@thewoodlandstownship-tx.gov](mailto:Transitcompliance@thewoodlandstownship-tx.gov)

The RFP is available in electronic form at the following link:

<https://www.thewoodlandstownship-tx.gov/bids.aspx>.

## Schedule

Issue Request for Proposals	October 9, 2024
Pre-Proposal Meeting (Virtual)	October 23, 2024
Deadline for Written Questions at 5:00 p.m. CDT	October 25, 2024
Issue Response to Questions/Final Addendum	October 30, 2024
Proposals Due by 1:00 p.m. CST	November 6, 2024
Proposal Evaluation and Shortlisting Notice (if needed)	November 2024
Interviews/Product Demonstrations (if needed)	November 2024
Expected Board of Directors Award Contract to Successful Respondent	December 2024/January 2025

The Township reserves the right to revise the above schedule. Notice of date changes, addenda to the procurement or Township's responses to questions will be posted to <https://www.thewoodlandstownship-tx.gov/bids.aspx>.

## Questions

All inquiries regarding this RFP should be directed to the Director of Transportation, Ruthanne Haut, [rhaut@thewoodlandstownship-tx.gov](mailto:rhaut@thewoodlandstownship-tx.gov).

**Proposals received after the deadline will be rejected.**

# INSTRUCTION TO PROPOSERS

## Purpose

The Woodlands Township, hereinafter “Township,” seeks to contract with a qualified provider of ride tracking application services, hereinafter “Respondent,” for a robust, scalable vehicle tracking system and software for the Township’s trolley service program, hereinafter Services. The Services include all necessary design, installation, administration, hardware, software, supplies, deliverables, and personnel required to perform the Services in compliance with all applicable contract, local, state and Federal Transit Administration (FTA) requirements. Major systems within this procurement include:

- Design and implementation of a new Automatic Vehicle Location (AVL)/Computer-Aided Dispatch (CAD) system that will provide desired operations management;
- Real-time information through an accessible interface for operations and the public; and
- Reporting functionality.

## Proposal Requirements

The Scope of Work describes elements of the application software and technology systems that would aid the Township in managing route tracking of the Town Center Trolley and be available through website and/or smartphone application for public use. The specifications herein may not have addressed all functional elements of a particular Respondent’s software product/Information Technology and Systems (ITS).

To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. DO NOT submit the entire RFP with your proposal. The original RFP with exhibits and all addenda will be provided in the executed Contract as an attachment. A checklist is also provided at the beginning of this RFP.

Respondents are required to submit one (1) electronic version via the email address provided with proposal documentation clearly identified in the Notice for Publication.

Proposals that do not conform to the instructions given or which do not address all the requirements, as specified herein, may be eliminated from consideration. The Township, however, reserves the right to accept such proposals if it is determined to be in the best interest of the Township. The proposal shall include:

1. **Title Page:** Show the solicitation title and number, name of Respondent, address, telephone number(s), e-mail, name of contact person, and date and time due.
2. **Table of Contents:** Clearly identify the materials by page numbers.
3. **Respondent Information:** Respondent shall complete EXHIBITS E, F & G, References, Statement of Qualifications, and Subcontractors. Please address questions and requirements as listed in the Scope of Services. Please provide any needed additional information in this section. Also include Acknowledgment of receipt of all addenda (completed EXHIBIT D and all individual acknowledgments enclosed with letter).

4. **Proposal:** Respondent shall provide the required information as listed in the Scope of Service, including Respondent/Contractor Profile, System, and Implementation, Support & Training information.
5. **Price Proposal:** Complete and sign EXHIBIT I, Price Proposal Form.
6. **Certifications and Forms:** Respondent shall provide fully executed certifications and forms, as identified herein. Failing to provide the following certifications and forms may result in the Respondent being deemed non-responsive and removed from consideration for contract award.
  - **Insurance:** Respondent shall review and provide the insurance as further set out in Exhibit A, and a Certificate of Liability Insurance. Further the sample contract includes provisions for submitting a Certificate of Insurance. However, all RFP submittals must include an Evidence of Insurance Certificate. A Certificate of Insurance will be requested at the time of final contracting if your Proposal is selected.
  - **Respondent Federally Required Clauses and Certifications:** Respondent shall complete the included required certifications in EXHIBIT B.
  - **State Required Certifications:** Respondent shall complete the included required certifications in EXHIBIT C.

### Evaluation Criteria

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

Evaluation Criteria		Points
1	<b>Technical Requirements</b> – The proposal must demonstrate that it meets the minimum RFP requirements, specifications and expectations. It must provide a complete description of the proposed capabilities. It should describe the software's offering(s) and capabilities.	35
2	<b>Qualifications and Reference</b> – The relative experience, qualifications and success in providing similar work to other transit systems comparable to the Township.	20
3	<b>Implementation Schedule</b> – The detailed implementation timeframe and action plan in regard to the execution of the software delivery as described in the Scope of Services.	20
4	<b>Project Cost</b> – The overall project cost with the software, support, training, and implementation of the software.	25
		<b>Total</b> 100

### Selection Process

Federal Procurement requirements are set-forth in [FTA Circular 4220.1F](#) and the [FTA Best Procurement Practices and Lessons Learned Manual](#), which 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 Services from other contractors as deemed necessary by the Township. This RFP in no manner obliges 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](http://www.ethics.state.tx.us).

### **Terminology**

By submitting a response to this solicitation, Respondents agree that the Township's standard definitions given within this document shall govern unless specifically provided otherwise in a separate agreement. Said definitions are subject to change without notice. It is the sole responsibility of Respondents to stay apprised of changes. The term Solicitation includes all documents that are included or referenced in the Solicitation package, including without limitation, the Request for Proposals, Instruction, Specifications, Scope of Work, General Conditions, and Required Clauses, Forms and Certifications. The terms Respondent and Contractor may be used interchangeably. The term Owner may be used as reference to the Township.

### **Questions**

The RFP Coordinator is the sole point of contact for this procurement from advertisement through award. All communications between the Respondent and the Township upon release of this RFP shall be with the RFP Coordinator as follows:

<b>Name</b>	Ruthanne Haut
<b>Position</b>	Director
<b>E-Mail Address</b>	<a href="mailto:transitcompliance@thewoodlandstowndship-tx.gov">transitcompliance@thewoodlandstowndship-tx.gov</a>
<b>Mailing Address</b>	2801 Technology Forest Blvd., The Woodlands, TX 77381
<b>Phone Number</b>	281-210-3800

### **Other Communication**

Any other communication will be considered unofficial and non-binding on the Township. No authority is intended or implied that specifications may be amended, or alterations accepted prior to proposal opening without written approval of the RFP Coordinator. Respondents are to rely on written statements issued by the RFP Coordinator only.

### **Unsolicited Communication**

To ensure fair evaluation of proposals, the Township prohibits unsolicited communications initiated by the Respondent to a Township representative who is evaluating or considering the proposals prior to Contract award. Communication between the Respondent and the Township will be initiated by the RFP Coordinator in order to obtain information or clarification needed to develop an accurate evaluation of the proposals. Unsolicited communication may be grounds for disqualifying the offending Respondent from consideration for award.

### **Proposal Due Date and Time**

Emailed proposals are due to the Township no later than 1:00 p.m. on the date noted in the Notice to Proposers. Proposals received after the proposal deadline will not be considered under any circumstances. Proposals shall not be opened publicly and shall be kept strictly confidential throughout the procurement process.

## **SCOPE OF SERVICES**

### **Background**

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 and a trolley circulator within the Township. The Township is a recipient of FTA and Texas Department of Transportation (TxDOT) funds. This project may be financed jointly by local and federal authorities, including the FTA.

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

1. 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 (4) Houston employment centers weekdays Monday through Friday.
2. A rubber-tired trolleybus operation (Town Center Trolley) consisting of six (6) trolleys providing fare-free transportation service to business locations and residences in The Woodlands Town Center and Hughes Landing areas. This service operates daily and offers service on a fixed route within the Town Center area and is complemented by ADA Paratransit transportation service.

### **Organization – The Woodlands Township**

1. Mission: To provide reliable public transportation to the residents of The Woodlands Township.
2. Primary programs for this solicitation: The Woodlands Town Center Trolley Fixed Route
3. Number of Transit Employees: 24
4. Organization structure: Board of Directors
5. IRS Designation: Special Purposes District/Transit District

### **System Currently in Use**

1. Town Center Trolley
  - a. AVL / GPS on vehicles: RideSystems

- b. Trolley Wi-Fi Services: RideSystems
- c. Trolleys – iPads enabled with cellular service

### **Desired Solution**

The Contractor will provide Computer-Aided Dispatch (CAD)/Automatic Vehicle Location (AVL) software with a high-end transit tracking application with advanced features and capabilities. The software will provide personalized user profiles, advanced analytics and reporting, and integration with additional services or third-party applications. The user interface is highly customizable and may support branding options. The software will have enhanced security measures, including biometric authentication, and provide a higher level of protection. The software will have dedicated customer support and account management services available, including 24/7 support. The software will have regular application updates, maintenance, and scalability options to ensure optimal performance. The contractor will implement a well-established, full suite mobile application which is free of charge and available for general public usage. For more requirements of the software, please see the further breakdown of the capabilities below.

### **CAD/AVL Requirements**

The Township desires the following functions, which may include, but is not limited to:

#### ***Software Setup:***

- a) CAD/AVL hardware for six (6) vehicles for the trolleys.
- b) The CAD/AVL software user interface shall have a standard window user interface look and feel (a web browser interface is preferred), including standard windows keyboard shortcuts (i.e., CTRL+C, CTRL+V, etc.).
- c) The software shall utilize GPS tracking technology, or similar technology to accurately locate and track transport in real time, including estimated arrival time, speed and location.
- d) Maps should offer street maps, as well as satellite imagery map overlay; Google Maps or Open Streets is preferred.
- e) The software shall have a route authoring module, and the Township shall have the capability to adjust or change routes as well as stop locations and reroutes on the fly for the Trolley services. The software shall offer special event capabilities to permit exceptions or detours; shall permit relief operations (new bus takes over for an existing bus), shall permit the remote login of bus operator and block.
- f) The system shall be open source, in the event the vendor becomes unable to support it, or there will be a source code agreement source code placed in escrow and updated at any interval that there is an update to the software. A third-party specialist will verify the code is readable and updated at intervals throughout the contract.
- g) New versions of the program upgrades shall be distributed via the internet and all new versions and upgrades shall be included in the annual maintenance fee.
- h) All data shall be the property of the Township.
- i) The software shall include an administrator dashboard with the following capabilities:

- i. Cloud-based dashboard.
- ii. Ability to configure fixed route bus schedule.
- iii. Ability to Import GTFS Files.
- iv. Provide mapping functions to import all fixed route services for real-time vehicles.
- v. Real time monitoring and analytics for all service operations and vehicles.
- vi. Ability to designate roles and permissions.
- vii. Ability to update app with real-time incident reporting to the users.
- viii. Dashboard for analysis of service operations and vehicles available.
- ix. Ability to add/modify Operator break and lunch periods.
- x. Ability to log drivers in and separate driver profiles to be maintained within the system.
- xi. Reporting features that can be imported in raw data and user-friendly PDF (or similar).

- j) The software shall provide a portfolio of ad hoc analytics and reporting features that allow administrators to track the performance of the service, monitor user behavior, peak ridership, traffic patterns, and make data driven decisions to improve service.
- k) The software shall have autosave and auto recovery, versioning, & file archiving, to permit unlimited historical playback by trolley number or driver identification.
- l) The software shall have the ability to import and export GTFS files. The software must be compatible with and capable of supplying information to support real-time GTFS feeds.
- m) The software shall include web-based mapping service such as google maps for vehicle tracking of Township routes by the public, this feature shall also be mobile phone compatible. User-friendly interface will allow users to view real-time passenger information - location of the trolley, stops, schedules, and other information related to the service as well as allow administrators to seamlessly update routes, alerts etc. Customer facing visualization of vehicle location and related information on electronic map, accessible on both PC and mobile interfaces, including:
  - i. Route selection and respective vehicle displaying current location, direction of travel, and whether the vehicle is stopped or in motion
  - ii. Applicable route time points and designated stops with scheduled arrival/departure times viewable in interface; system must also provide estimated stop location arrival and departure times based on vehicles current location and speed of travel.
  - iii. Complete route schedule available in interface
  - iv. Push notifications for system wide, route specific, and stop specific information.
- n) The software must have accurate National Transit Database (NTD) reporting that doesn't require user manipulation to data.
  - i. The software must provide:
    - 1. A portfolio of ad hoc analytics and reporting features that allow administrators to track the performance of the service, monitor user

behavior, peak ridership, traffic patterns, and make data driven decisions to improve service.

2. Vehicle miles travelled including total vehicle miles, route miles, revenue miles, deadhead miles, maintenance miles, and training miles; and
3. Vehicle hours including total vehicle hours, route hours, revenue hours, deadhead hours, maintenance hours, and training hours.

- o) The Contractor shall provide an option to provide wi-fi services for the public.
- p) The software shall allow for the designation of a security administrator. There should be provisions for the software to handle security measures including specific restricted users and passwords. Customized logins will assign control program access and prevent unauthorized persons from viewing or modifying information. Available roles should include administrator, dispatcher, viewer, and editor permissions at a minimum.
- q) The Township is scheduled to deploy a new fleet of Trolley vehicles sometime in 2025/26. With this deployment, the necessary hardware equipment will need to be transferred to the new fleet. The Contractor shall provide a transition plan to exchange any hardware to the new vehicles. If the Township decides to keep current fleet in addition to new fleet, Contractor shall provide additional, optional pricing to install new hardware on new vehicle fleet.
- r) The software shall enable users that require special assistance with accessibility features that may include, but not be limited to, screen readers, text to speech, alternative input devices, screen magnifiers, and speech recognition.

### **Vehicle Tracking Hardware**

GPS vehicle tracking system shall have integrated wireless cellular data capabilities. All onboard hardware must be rated for vehicle use. All hardware must carry a three (3) - five (5)-year replacement warranty. There shall be a 20% spare ratio for all onboard hardware.

### **Training and Support**

Training must be provided to personnel designated by the Township and must be conducted with the most current version of the proposed software. Comprehensive training on the software shall be performed, with additional training available if necessary. Training and instruction for the Township's mechanics on installation and removal of AVL equipment for future equipment replacements, as well as general maintenance and troubleshooting of the equipment is also required. Describe the training format and time requirements for each type of training.

Technical support shall be provided throughout the years of service and include software upgrades, bug fixes, and patches as they are released. Technical support shall be provided within the service operation hours. The Contractor shall provide user customer support to assist with system support. The Contractor shall provide a customer service phone line or chat service. The Township requests additional support with user issues due to limited staff to handle technical requests. The Contractor shall provide their customer and technical support options as a part of their proposal.

1. Support Services must be provided via phone and email and must be available during the Township operating hours.
2. Provide upgrades and new features to software generally made available to other licensees for no additional charge.
3. Provide Township prior notice when the software will be unavailable for any reason, such as system maintenance, and coordinate a date/time that is outside of regular operating hours.
4. Software Security and User Privacy: Ensure privacy and security of all data maintained as part of the service.
5. Phone support shall be available 24 hours a day; upgrades or other system critical repairs shall be during off hours to limit interruptions of service.

Provide a proposed implementation plan or schedule. Describe the training provided including location, number trained and training outline. Describe the ongoing system support. Provide four (4) years of maintenance and support included in the proposal price.

### **Optional Services**

1. **Multilingual Support:** Provides integration with translation applications to allow ease of use for additional, regionally significant languages;
2. **Waiver Viewing and Signature Capture:** Provide a function in the app to allow drivers to have waivers for using a trolley lift and non-securement requests.
3. **Notification System/Push Alerts:** Options that integrate with existing alerts system. Optional passive system that alerts users of bus and trolley arrival times, delays, weather, important dates/changes, and other important information;
4. **Wi-Fi Services:** Provides Wi-Fi services to be used by both drivers and riders;
5. **Route Hazard Alerts:** Real-time route analytics to alert drivers to hazards, closures or other issues on the fixed route;
6. **Driver Profiles:** Provides analytics and reporting features that allow the administrator to track the performance, behavior, and issues of each unique trolley driver profile, and should integrate with the analytics and reporting available in the application; and
7. **Additional products or integration solutions** available through provider.

### **Respondent/Contractor Profile**

Please provide the following information on your company:

1. Contact information
2. Website
3. Number of years product has been in Use and/or plans to develop new product.
4. Number of years the Company has been in business.
5. Do you use third-party providers? If so, what service(s) does it provide?
6. Number of customers
7. Average size customer (# employees)
8. Five references of similar sized organization that use proposed software/deliverables.

### **System Requirements Information Request**

In the development of the software proposal, please consider the following questions and descriptions:

1. Describe any system limitations, e.g., browser compatibility, Wi-Fi or data required, access.
  - a. The desired solution is to have the Contractor either provide or have a subcontractor provide Wi-Fi services in the trolleys. If this is not possible, please provide the needed system to operate effectively.
  - b. Where is the software hosted (local server or cloud)?
2. Describe license management. For example: What are the functions available under different administrative levels? Can multiple people have access to a single license?
3. What is the database management program utilized by the system?
4. Describe the security system used by the system.
5. Has the system ever been involved in a security breach?
6. Describe the file backup/purging/archiving process used by the proposed system.
7. What standards must be met (PCI, cybersecurity, etc.)?
8. Do you have a quality assurance program? If yes, please attach a copy.
9. What other system interfaces are there (radio, camera, etc.)?

**Term**

The term of any contract awarded as a result of this RFP shall be for four (4) year term with three (3) additional two (2) year extensions for a possible ten (10) year total term. Any changes to the term or fees of the contract must be approved by the Township in the form of a change order.

The rates set forth in the contract shall be subject to annual escalation at a rate not to exceed three percent (3%) for each extension beginning 2029. In the event this Contract is extended beyond the Initial Term, the Township and the Contractor agree to negotiate in good faith rate adjustments, if necessary and appropriate, for any Subsequent Term.

## 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 and Appendix II of 2 CFR Part 200, Uniform Guidance, 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 Contractor shall establish and maintain files work 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 subcontractors and other firms which may be involved on the project). The files shall be delivered to the Township upon completion of the work. 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 formats, 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 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 to achieve understanding of the studies completed, their findings, and recommendations. Reports should be written to encourage those who read them to understand technical information and encourage participation in transportation decision-making by expressing their insights and views more easily. Conclusions shall be supported 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 Respondent/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 November 6, 2024, no later than 1:00 p.m. (Central Time) at the email: [Transitcompliance@thewoodlandstowmship-tx.gov](mailto:Transitcompliance@thewoodlandstowmship-tx.gov).

## **Disadvantaged Business Enterprise (DBE)**

The Woodlands Township has an established 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 the utilization of DBEs on all DOT-assisted projects toward attainment of the Township's established overall goal of 2.61%. There is not a DBE Contract Goal on this procurement.

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.

### **Certification of Debarment**

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-Submittal Protests: Protests pertaining to the scope of services, submittal 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 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 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  
Chris Nunes, Chief Operating Officer  
2801 Technology Forest Blvd.  
The Woodlands, TX 77381

## **Invoicing & Payment**

The selected provider (consultant) will be required to submit its invoice by the fifth (5) 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 taxes.

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. For software licenses and software, the Township

Loss of such funds will nullify the Contract.

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

The 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 Schedule of Prices less any adjustments.
- Disadvantaged Business Enterprise (DBE) Participation Report, as required.

## **Consultant Status**

Consultant 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 RFQ 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**

Consultant 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 consultants, its officers, agents, principals, employees, and subconsultants) 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 Consultant of any such claim and will cooperate with Consultant 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, Consultant 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.

Consultant also agrees to pay the Township promptly upon receipt of statements therefore, 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 Consultant under the underlying contract and may be considered void for all purposes at the election of the Township.

### **Changes**

The Transit Operations Manager 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. Twenty-five (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 charged shall be furnished without the prior written authorization of the Contracting Officer or his/her designee.

## Appendix A – Minimum Insurance Requirements

A. **Policies, Coverages, and Endorsements.** Contractor agrees to maintain, or to cause its personnel providing Services under this Agreement to maintain, at its sole cost and expense or the cost and expense of his personnel, the following insurance policies, with the specified coverages and limits, to protect and insure the Township and Contractor against any claim for damages arising in connection with Contractor's responsibilities or the responsibilities of Contractor's personnel under this Agreement and all extensions and amendments thereto.

- a. Commercial General Liability
  - i. General Aggregate \$2,000,000
  - ii. Each Occurrence \$1,000,000
- b. Professional Liability
  - i. General Aggregate \$2,000,000
  - ii. Each Occurrence \$1,000,000
- c. Workers' Compensation & Employers' Liability if applicable Medical & Indemnity Statutory Requirements Bodily Injury by Accident \$1,000,000 Each Accident Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease \$1,000,000 Policy Limit
- d. Umbrella/Excess Liability \$5,000,000
- e. Cyber Security & Privacy Liability Insurance.
  - i. Corporate Liability \$3,000,000 per Occurrence/\$3,000,000 Aggregate Data Breach Fund \$250,000 per Occurrence/\$250,000 Aggregate Network Security Liability \$3,000,000 per Occurrence/\$3,000,000 Aggregate Internet Media Liability \$3,000,000 per Occurrence/\$3,000,000 Aggregate Network Extortion \$3,000,000 per Occurrence/\$3,000,000 Aggregate

B. **Insured Parties.** All policies excluding professional liability, employer's liability and worker's compensation shall contain a provision naming the Township as Additional Insured on the original policy and all renewals or replacements of policy during the term of this Agreement.

C. **Subrogation.** All policies must contain a Waiver of Subrogation endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the Township, its officers, agents, or employees.

D. **Cybersecurity.** Software must be compliant with the latest cybersecurity standards and be able to block any threats from hacking, phishing, spamming, cross site scripting, eavesdropping, malware, or viruses.

*The Woodlands Township  
Vehicle Tracking System for Trolley Service*

C-2024-0615

- E. **Proof of Insurance.** The policies, coverages and endorsements required by this provision shall be shown on a Certificate of Insurance on which the Township must be listed as an Additional Insured party (excluding professional liability or employer's liability) and the Certificate Holder and which should be furnished to the Township prior to the commencement of this Agreement. All such insurance shall be secured and maintained with an insurance company, or companies, licensed to do business in the State of Texas. The Township may withhold payments under the terms of this Agreement until the Contractor furnishes the Township copies of all Certificates of Insurance from the insurance carrier, or carriers, showing that such insurance is in full force and effect.
- F. Cancellation. New Certificates of Insurance shall be furnished to the Township at the renewal date of all policies named on these Certificates. Contractor shall give the Township thirty (30) days prior written notice of any proposed cancellation of any of the above-described insurance policies.

## Appendix B – 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](#).

### For all Procurements

#### I. 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.

#### II. 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.

**III. Access to Records and Reports**

1. In accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Township, 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 Township, 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).

**IV. 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 Township and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract.

**V. 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. Access to Services for Persons with Limited English Proficiency – To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.
3. Environmental Justice – Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.
4. 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.
5. 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.

**VI. 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.

**VII. 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.

**VIII. Disadvantaged Business Enterprise (DBE)**

2. 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 %. A separate contract goal has not been established for this Contract.

3. 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)).
4. 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.
  - HOWEVER, CONTRACTOR SHALL INDEMNIFY THE TOWNSHIP FOR ANY CLAIMS MADE THE TOWNSHIP FOR VIOLATION OF THE PROMPT PAY ACT OR OTHER RELEVANT STATUTE. This clause applies to both DBE and non-DBE subcontractors and shall be included in the contract between the Respondent/Contractor and any and all subcontractors.
  - Contractor is required to ensure prompt and full payment of retainage to all subcontractors within thirty (30 days) after the subcontractor's work is satisfactorily completed. Contractor is prohibited from holding retainage from subcontractors until the project is completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Township. When the Township has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.
5. 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.
6. The Contractor must complete the attached Certification Forms at the end of these clauses.

**IX. 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.

**X. 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.

**XI. Contract Work Hours and Safety Standards Act**

1. 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.
2. 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.

3. 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.
4. 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.

## **XII. ADA Accessibility**

1. 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.
2. 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.
3. 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.

4. 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.
5. 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.

**XIII. 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
  - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - 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.
  - d. 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.

**Prohibition on Certain Telecommunications and Video Surveillance Service or Equipment**

Signature of Contractor's Authorized Official

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Name & Title of Contractor's Authorized Official

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Date

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**XIV. Motor Carrier Safety**

1. Respondent/Contractor agrees that it will comply with the applicable economic and insurance registration requirements of the:
  - a. U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, "Minimum Levels of Financial Responsibility for Motor Carriers," 49 C.F.R. part 387, if it is engaged in operations requiring compliance with 49 C.F.R. part 387, it is engaged in interstate commerce, and it is not within a defined commercial zone;
  - b. The provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 C.F.R. part 387, and reduce the amount of insurance the Recipient must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311;
  - c. The safety requirements of U.S. FMCSA regulations, "Federal Motor Carrier Safety Regulations," 49 C.F.R. parts 390 – 397, to the extent applicable; and
  - d. The driver's license requirements of U.S. FMCSA regulations, "Commercial Driver's License Standards, Requirements, and Penalties," 49 C.F.R. part 383, and "State Compliance with Commercial Driver's License," 49 C.F.R. part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA's regulations, "Controlled Substances and Alcohol Use and Testing," 49 C.F.R. part 382, and implementing federal guidance, to the extent applicable.

**XV. Safe Operation of Motor Vehicles**

1. 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 Woodlands Township. Contractor is further encouraged 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. Contractor is also encouraged to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

**XVI. 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.

**XVII. Protection of Sensitive and Personally Identifiable Information**

1. Contractor must implement reasonable measures to safeguard protected personally identifiable information as well as any information that the FTA or pass-through entity designates as sensitive.

**XVIII. Full and Open Competition**

1. In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

**XIX. Prohibition against Exclusionary or Discriminatory Specifications**

1. Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

**XX. Access Requirements for Persons with Disabilities**

1. Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that

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accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

**XXI. Notification of Federal Participation**

1. To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

**XXII. Interest of Members or Delegates to Congress**

1. No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

**FOR PROCUREMENTS OVER \$10,000**

**XXIII. 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.

#### **XXIV. 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.

#### **FOR PROCUREMENTS OVER \$25,000**

#### **XXV. Government-Wide Debarment and Suspension**

1. This contract is a covered transaction for the 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 The Woodlands Township. If it is later determined that the Contractor knowingly rendered

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an erroneous certification, in addition to remedies available to the Township, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor 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 Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Government-Wide Debarment and Suspension Certification**

Signature of Contractor's Authorized Official

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Name & Title of Contractor's Authorized Official

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Date

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**FOR PROCUREMENTS OVER \$100,000**

**XXVI. 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.**

**Lobbying Certification**

Signature of Contractor's Authorized Official

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Name & Title of Contractor's Authorized Official

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Date

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**FOR PROCUREMENTS OVER \$150,000**

**XXVII. 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 Woodlands 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 President/General Manager. 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 or 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.

**XXVIII. 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 Township and understands and agrees that the Township 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.

**XXIX. 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 Township and understands and agrees that the Township 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.

**DBE Contractor Certification Form**

**Instructions:** The Contractor shall complete this form by listing 1) Names of all proposed Subcontractors. 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Status as a DBE, SBE or non-DBE, 5) Ethnic Code of firm 6) Gender of the Owner, 7) % or \$ amount of Total Contract. Those Subcontractors which are listed on this form as DBEs and SBEs must have current certification as a DBE or SBE with a participating UCP certifying agency. The DBE or SBE certification must be complete by the time the qualifications are submitted. Additionally, those Subcontractors which are listed on this form as DBEs or SBEs must complete DBE and SBE Subcontractor Letter of Intent, agreeing to the information listed herein.

**Ethnic Codes:** **A)** Black American **B)** Hispanic American **C)** Native American **D)** Sub-continental Asian American **E)** Asian-Pacific American **F)** Non-Minority Women **G)** Other

**Gender Codes:** **M)** Man **W)** Woman **X)** Choose Not to Answer

1) Name of Subcontractor	2) Address, Telephone # of DBE Firm (Including name of contact person)	3) Description of Work Services Provided. Where applicable, specify "supply" or "Install" or both.	4) DBE, SBE or non-DBE	5) Ethnic Code	6) Owner Gender	7) % amount of Total Contract

**This schedule must be completed as instructed above and include every Subcontractor proposed. add additional pages, if needed.**

The undersigned will enter into a formal agreement with DBE and/or SBE Contractors for work listed in this schedule upon execution of a contract with the Township. The Contractor agrees to the terms of this

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schedule by signing below and submitting the **DBE and SBE Contractor Letter of Intent**, as completed by the DBE or SBE Subcontractor(s).

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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**DBE and SBE Subcontractor Letter of Intent (ONLY IF YOU HAVE A DBE/SBE SUBCONTRACTOR)**

**Note:** DBE and SBE firms participating in the DBE or SBE Program must have "current" certification status with a UCP Certifying Agency by the due date established for this Request for Qualifications (RFQ).

1. TO: (Contractor): \_\_\_\_\_
2. The undersigned is either currently certified under a Unified Certification Program (UCP) as a DBE, SBE or will be at the time this RFQ is due.

The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both) \_\_\_\_\_

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and at the following percentage \_\_\_\_\_ % of the total contract amount (should be the same \$ or % found on DBE Contractor Certification).

3. The DBE or SBE Subcontractor should complete this section only if the DBE or SBE is subcontracting any portion of its subcontract.

With respect to the proposed subcontract described above, the undersigned DBE anticipates that \_\_\_\_\_ % of the dollar value of this subcontract will be awarded to other Contractors. Any and all DBE Subcontractors a DBE Subcontractor uses must be listed on Form 1 and must also be DBE certified.

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

**DBE/SBE Firm:** \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CONTRACTOR:** \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

## **Appendix C – State Respondent Pre-Award Certifications**

<u>State Certificates</u>	<u>Respondent Initials:</u>
5. Conflict of Interest Questionnaire	_____
6. Delinquent State Business Tax Certification	_____
7. House Bill 89 Verification	_____

**I HEREBY ATTEST THAT APPENDIX B, FEDERALLY REQUIRED CONTRACT CLAUSES, WERE READ AND SIGNED THE FORMS THEREIN.**

DATE: \_\_\_\_\_

RESPONDENT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**Conflict of Interest Questionnaire**

<b>CONFFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		
<p>1 <b>Name of vendor who has a business relationship with local governmental entity.</b></p>		<b>OFFICE USE ONLY</b> Date Received:
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 <b>Name of local government officer about whom the information is being disclosed.</b> _____ Name of Officer</p>		
<p>4 <b>Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b></p>		
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p>5 <b>Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b></p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7  _____ Signature of vendor doing business with the governmental entity      _____ Date</p>		

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**Delinquent State Business Tax Certification Form**

All Respondents shall certify that Respondent is not delinquent in a tax owed the state under Chapter 171, Tax Code, pursuant to the Texas Business Corporation Act, Texas Statutes, Article 2.45.

DATE: \_\_\_\_\_

RESPONDENT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**House Bill 89 Verification**

I, \_\_\_\_\_ (Person name), the undersigned representative of (Company or Business Name), \_\_\_\_\_ (hereinafter referred to as Company) **being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- a) Does not boycott Israel currently; and
- b) Will not boycott Israel during the term of the contract the above-named Company, business or individual with The Woodlands Township.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

---

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF \_\_\_\_\_

§ COUNTY OF \_\_\_\_\_

On this day, BEFORE ME, the undersigned, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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[SEAL]

NOTARY PUBLIC in and for the State of Texas

## **Exhibit D - Addendum Acknowledgement**

Please acknowledge by signing and dating that you have seen the addenda posted with the bid on <http://www.thewoodlandstowndship-tx.gov/bids>.

Addenda #1 \_\_\_\_\_ Date Received \_\_\_\_\_ / \_\_\_\_\_ / 2024  
MM DD

Addenda #2 \_\_\_\_\_ Date Received \_\_\_\_\_ / \_\_\_\_\_ / 2024  
MM DD

## **Exhibit E -References**

Please provide information from three (3) references of similar work scope, representing experience within the past two (2) years:

1. Agency/Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Products delivered: \_\_\_\_\_

2. Agency/Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Products delivered: \_\_\_\_\_

3. Agency/Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Products delivered: \_\_\_\_\_

## Exhibit F – Statement of Qualifications

DATE SUBMITTED \_\_\_\_\_

All questions must be answered, and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Firm may submit any additional information that is pertinent.

1. Name of Firm - \_\_\_\_\_
2. Permanent main office address - \_\_\_\_\_
3. If a corporation, where incorporated - \_\_\_\_\_
4. How many years have you been engaged in the software business? Under what firm or trade names and how long under each?  
\_\_\_\_\_  
\_\_\_\_\_

5. Sample of Contracts on hand (show gross dollar amount of each contract and the anticipated date of completion):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Are you licensed as Contractor in the State of Texas?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If "Yes", please provide Contractor numbers?  
\_\_\_\_\_

7. General character of work performed by your firm - \_\_\_\_\_

8. Has your firm ever failed to complete any work awarded to you?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If "Yes", where and why?  
\_\_\_\_\_  
\_\_\_\_\_

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9. Has your firm ever defaulted on a contract?  
Yes  No  If "Yes", where and why?

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10. List 5 projects of similar size and scope:

Firm	Name	Contract	Value	Contact Information
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1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

11. Are any lawsuits pending against you or your firm at this time?

Yes  No  If "Yes", PROVIDE DETAILS.

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12. Have any charges been filed against you or your firm or the bidding entity with the Texas Office of Contract Compliance, the Equal Opportunity Commission, the State of Texas Civil Rights Commission, or any other similarly constituted entity charges by any state or local government with the enforcement of anti-discrimination legislation or regulations?

Yes  No  If "Yes", PROVIDE DETAILS.

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*The Woodlands Township*  
*Vehicle Tracking System for Trolley Service*  
*C-2024-0615*

13. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Associations in verification of the recitals compromising this Statement of Bidder's Qualifications.

DATED AT \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name of Bidder)

By \_\_\_\_\_

(Signature)

Title \_\_\_\_\_

## **Exhibit G – Subcontractors**

## **LIST OF SUBCONTRACTORS (Required with Bid Submittal)**

Please list all subcontractors to be used and work that they will perform as part of this bid. Bidder certifies that all Subcontractors listed are eligible and legally able to perform the Work.

Subcontractor's Name

### Subcontractor's Type of Work

**If no Subcontractors are to be used, please make this page with the word NO SUBCONTRACTORS WILL BE USED**

The Contractor whose Bid is accepted shall not substitute for a Subcontractor who is named herein, without written approval from The Woodlands Township.

## Exhibit I – Price Proposal Form

### VEHICLE TRACKING SYSTEM FOR TRANSIT PROGRAM

*If providing multiple options, please include supplement information as an attachment. Please total out costs in the tables below so as to appropriately access the overall costs.*

#### CONTRACT PRICING

YEAR 1	COST
SOFTWARE LICENSING	
HARDWARE	
INSTALLATION	
TRAINING	

OPTIONAL SOLUTION	COST

#### LIST OF MODULES INCLUDED



**YEARS 2-4 – SOFTWARE LICENSING, HARDWARE LICENSING, ANNUAL HOSTING, MAINTENANCE, AND SUPPORT**

YEAR	COST
2	
3	
4	

**(OPTION) ADDITIONAL AVL UNITS FOR NEW VEHICLES (SEE SCOPE OF SERVICES)**

	NUMBER OF UNITS	COST
AVL UNITS	6	

The term of any contract awarded as a result of this RFP shall be for four (4) year term with three (3) additional two (2) year extensions for a possible ten(10) year total term. Any changes to the term or fees of the contract must be approved by the Township in the form of a change order.

The rates set forth in the contract shall be subject to annual escalation at a rate not to exceed three percent (3%) for each extension beginning 2029. In the event this Contract is extended beyond the Initial Term, the Township and the Contractor agree to negotiate in good faith rate adjustments, if necessary and appropriate, for any Subsequent Term.