



**The City of Conroe
300 W. Davis Street
Conroe, Texas 77305**

REQUEST FOR PROPOSAL

NO. 2027-2016

Conroe Connection Transit Service

- | | |
|-----------------------------------------------------|-----------------------------------------|
| Issue Request for Proposal (Sunday): | July 2, 2017 |
| Pre-proposal Conference (Friday): | July 14, 2017 at 2:00 P.M. CST |
| Deadline for Written Questions: | July 21, 2017 at 5:00 P.M. CST |
| Issue Responses to Questions/Final Addendum: | July 26, 2017 |
| Proposals Due (Thursday): | August 17, 2017 by 2:00 P.M. CST |
| Award Contract to Successful Respondent: | September 28, 2017 |



**PART I
GENERAL**

- 1. PURPOSE:** The City of Conroe, hereinafter “City”, seeks to contract with a qualified Contractor herein after, “Respondent” and/or “Contractor”, to provide transit service operations and maintenance for Fixed Route Bus Service with Complementary Americans with Disabilities Act (ADA) Paratransit Service and to provide a “turnkey” contract for Commuter Bus Service, herein after, “Service” and branded Conroe Connection Transit Service. This procurement may result in a combination of a “service” contract for Fixed Route Bus Service with complementary ADA paratransit service, which is categorized as both fixed route and demand response transit, and a “turnkey” contract for commuter bus service, or two (2) separate contracts. This procurement may also result in “turnkey” service expansion options to the contracts for the fixed route service and the ADA paratransit service, and/or the commuter service, as well as replacement of the City’s vehicles when they reach the end of their useful life.

- 2. BACKGROUND:**
 - 2.1.** The City is a public transportation grantee of the Federal Transit Administration (FTA), a sub-recipient of State of Texas public transportation appropriations administered by the Texas Department of Transportation (TxDOT) through Brazos Transit District (BTD), and a sub-recipient of Federal Highway Administration funds administered by TxDOT through the Houston-Galveston Area Council (H-GAC). The City will be reimbursed for the cost of the Service in part by the FTA and the Federal Highway Administration (FHWA).

 - 2.2.** The fixed route bus service with complementary ADA paratransit service is a transit service within the City of Conroe.
 - 2.2.1.** The fixed route bus service is a two-route system and provides transportation to the general public with destinations along SH75/Frazier Street, and along sections of North and South Loop 336, **EXHIBIT A**. The service operates on one-hour headways and there are 75 designated stops with varying amenities.

 - 2.2.2.** The complementary ADA paratransit service provides transportation service to persons with disabilities from origins and destinations within three quarters of a mile of the fixed route, **EXHIBIT A**, Fixed Route Bus Service with Complementary ADA Paratransit Service Information. This shared-ride service operates on-demand and requires reservation, scheduling and dispatching.

 - 2.2.3.** The Contractor will operate the fixed route bus service with complementary ADA paratransit service from 7:00 AM to 7:00 PM Monday through Friday excluding City holidays, **EXHIBIT A**, Fixed Route Bus Service with Complementary ADA Paratransit Service Information.

- 2.2.4.** The City will contract for approximately 6,200 revenue hours per year for the fixed route bus service with the option to add revenue vehicles and up to approximately 6,200 additional revenue hours per year, as specified herein. The City will compensate the Contractor at the revenue hour and monthly vehicle rate in force at the time the option is exercised.
- 2.2.5.** The City will contract for up to approximately 6,200 revenue hours per year for the complementary ADA paratransit service with the option to add revenue vehicles and up to approximately 6,200 revenue hours per year, as specified herein. The City will compensate the Contractor at the revenue hour and monthly vehicle rate in force at the time the option is exercised.
- 2.2.6.** The City will furnish the Contractor with four (4) 28-foot, 2014 Glaval Titan II low-floor buses for fixed route bus service and two (2) 2015 Dodge Grand Caravan minivans for complementary ADA paratransit service for the duration of the base contract plus any contract extensions.
- 2.2.7.** The Contractor shall furnish any additional buses and/or minivans required to reliably perform the service defined in **EXHIBIT A**, Fixed Route Bus Service with Complementary ADA Paratransit Service Information, and as described in **RFP PART IV**, Scope of Services, for the duration of the contract.
- 2.2.8.** The Contractor shall also furnish additional buses and minivans to replace any vehicles reaching the end their useful life during the duration of the contract and to expand the Fixed Route Bus Service with Complementary ADA Paratransit Service, as specified herein.
- 2.3.** The commuter bus service is a start-up transit service, originating in the City of Conroe with destinations in Houston Central Business District (CBD) and The Medical Center (TMC).
- 2.3.1.** The commuter bus service is a single route that provides intercity transit to commuters, **EXHIBIT B**, Commuter Bus Service Information. The morning service will originate from the City's park and ride lot at IH 45 and FM 2854, and operate along the IH-45 corridor with destinations in the CBD and TMC. The evening service will originate in TMC and return to the City's park and ride by way of the CBD.
- 2.3.2.** The Contractor will operate the commuter bus service Monday through Friday from 5:30 AM to 10:30 AM and from 3:30 PM to 9:00 PM, excluding City holidays, **EXHIBIT B**, Commuter Bus Service Information. Reverse commute bus service will not be provided.
- 2.3.3.** The City will contract for approximately 6,500 revenue hours per year for the commuter bus service with the options to add (1) approximately 500 revenue hours per year for midday service, and approximately 2,000 revenue hours per year and

revenue vehicles for two (2) additional runs during morning and afternoon, as specified herein. The City will compensate the Contractor at the revenue hour and monthly vehicle rate in force at the time the options are exercised.

- 2.3.4.** The Contractor will furnish over the road commuter coaches including spare coaches to reliably perform the service defined in **EXHIBIT B**, Commuter Bus Service Information, and as described in **RFP PART IV**, Scope of Services, for the duration of the contract.
- 2.3.5.** The Contractor must furnish additional over the road coaches including spare coaches for future expansions to commuter service, as specified herein.
- 2.4.** The City will contract with a Contractor, or Contractors, for a minimum contract term of five (5) years. The contract will include an option for the City to extend the term of the contract for two (2) one-year periods. The maximum term of the contract with extensions is seven (7) years.
- 2.5.** The City may request Contractor to assist with shuttle service during special events sponsored by City. The Contractor shall not provide this service without the express, written approval of the City Administrator. The City will compensate the Contractor at the rate in force at the time of service.
- 2.6.** The City reserves the right to request the Contractor to assist with emergency evacuations resulting from man-made, natural or impending weather related events using any available City-owned transit vehicles and contractor-provided vehicles. The City shall not request this service if the public and/or Contractor's personnel may be exposed to hazardous or unsafe conditions. The Contractor shall not provide this service without the express, written approval of the City Administrator. The City will compensate the Contractor at the rate in force at the time of service.
- 3. DEFINITIONS:** By submitting a response to this solicitation, the Respondent/Contractor agrees the City's standard definitions shall govern unless specifically provided otherwise in a separate agreement. Said definitions are subject to change without notice. It is the sole responsibility of the Respondents/Contractors to stay apprised of changes.
- 3.1. Actual Vehicle Hours and Miles** – Includes all vehicle hours and miles, which are further defined in **EXHIBIT C**, Definition of Actual Vehicle Hours and Miles and Vehicle Revenue Hour and Miles.
- 3.2. ADA** – The Americans with Disabilities Act of 1990.
- 3.3. Complementary ADA Paratransit Service** – A comparable transportation service required by the ADA for individuals with disabilities who are unable to use fixed route transportation systems.
- 3.4. City of Conroe** – A political subdivision of the State of Texas.

- 3.5. Commuter Bus Service** – A fixed route bus service, characterized by service predominantly in one direction during peak periods, limited stops, use of multi-ride tickets, and routes of extended length, usually between the central business district and outlying suburbs.
- 3.6. Conroe Connection** – The City’s public transportation program.
- 3.7. Deliverables** – Goods, products, materials, and/or services to be provided to the City by Respondent/Contractor.
- 3.8. Demands Response Transit** – A transit mode comprised of buses operating in response to calls from passengers to the transit operator, who then dispatches a vehicle to pick up the passengers at various origins and transport them to various destinations.
- 3.9. Disability** – A physical or mental impairment that substantially limits one or more of the major life activities with respect to an individual.
- 3.10. FTA** – Federal Transit Administration.
- 3.11. Fixed Cost** – Cost of providing Service that remains more or less unchanged by changes in revenue hours. Fixed cost in the context of this solicitation includes but is not limited to facilities, rent/leases, utilities, furnishings, tools, equipment and non-transit vehicles.
- 3.12. Fixed-Route Bus Service** – A transit mode comprised of buses operating along a prescribed route according to a fixed schedule.
- 3.13. Incident** – An occurrence including, but not limited to, major and minor accident, accident involving total property damage of less than \$7,500, moving violations where driver is ticketed, medical emergency for passenger or driver, vehicle mechanical failure (breakdown), weather emergency and passengers exhibiting violent, disruptive, or illegal behavior.
- 3.14. Major Accident** – Accident involving a fatality, one or more people are transported for off-site medical care, total property damage equal or in excess of \$25,000 and/or an evacuation due to life safety reasons.
- 3.15. Non-Major Accident** – Accident involving total property damage equal to or in excess of \$7,500 but less than \$25,000 and /or driver is ticketed.
- 3.16. No-Show** – A trip where a driver arrives on time to board the passenger, waits a full five (5) minutes past the scheduled pick up, and the passenger does not show. If the passenger refuses the trip at the point of pick up, then the trip is also considered a No-Show.

- 3.17. Missed Trip** – A trip where the driver did not go to the designated pickup location or make any attempt to contact the passenger.
- 3.18. Pull-In Hours** – The non-revenue time assigned for the movement of a revenue vehicle from its last scheduled terminus or stop to the garage.
- 3.19. Pull-Out Hours** – The non-revenue time assigned for the movement of a revenue vehicle from the garage to its first scheduled pick-up or stop.
- 3.20. Recipient** – Any entity that directly receives federal financial assistance from FTA.
- 3.21. Competitive Proposal** – Procurement method used when the nature of the procurement does not lend itself to sealed bidding and the recipient expects that more than one source will be willing and able to submit an offer or proposal. Competitive proposals are submitted by Respondents as a result of a Request for Proposals.
- 3.22. Vehicle Revenue Hours and Miles** – Includes all in-service hours and miles as applied directly to the bus services sought and specified herein. In-service hours and miles do not include pull-out/pull-in hours. In-service hours and miles are further defined in **EXHIBIT C**, Definition of Actual Vehicle Hours and Miles and Vehicle Revenue Hour and Miles.
- 3.23. RFP Coordinator** - Sole point of contact at the City for this procurement.
- 3.24. Safety-Sensitive Function** – Limited to any of the following duties:
- 3.24.1.** Operating a revenue service vehicle, including when not in revenue service.
 - 3.24.2.** Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver’s License.
 - 3.24.3.** Controlling dispatch or movement of a revenue service vehicle.
 - 3.24.4.** Maintaining revenue service vehicle or equipment used in revenue service.
 - 3.24.5.** Carrying a firearm for security purposes.
- 3.25. Senior** – Any person who is 65 years of age or older and presents identification showing their age.
- 3.26. Service Contract** – Respondent/Contractor operates and maintains transit service including, but not limited to, administration, management, operations, dispatching, equipment, facilities, maintenance, personnel, non-transit vehicles and City provides transit vehicles.

- 3.27. State** – State of Texas.
- 3.28. Subscription Service** – Trip that re-occurs to and from the same origin and destination, at the same time, on the same days of the week for a period of 60 days or longer. A typical example is dialysis treatment.
- 3.29. Trip** – A one-way vehicle trip between a passenger’s origin and destination.
- 3.30. Turnkey Contract** – Respondent/Contractor operates and maintains transit service including, but not limited to, administration, management, operations, dispatching, equipment, facilities, maintenance, personnel, non-transit and transit vehicles.
- 3.31. TxDOT** – Texas Department of Transportation
- 3.32. U.S. DOL** – Department of Labor.
- 3.33. U.S. DOT** – United States Department of Transportation.
- 3.34. Variable Cost** - Cost of labor, material or overhead that changes according to the change in revenue hours. Variable cost in the context of this solicitation includes but is not limited to operator wages, operational overhead, profit, fuel, insurance, and licensing, which vary with the volume of revenue hours worked.
- 3.35. Wheelchair** – A mobility aid belonging to any class of three or four-wheeled devices, usable indoors, designed for and used by individuals with mobility impairments, whether operated manually or powered.
- 4. INSURANCE:** The Respondent/Contractor shall meet or exceed ALL insurance requirements set forth in **EXHIBIT D**, Minimum Insurance Requirements.
- 5. EXHIBITS:** Exhibits A through V herein are made a part of this solicitation.
- 5.1. EXHIBIT A: Fixed Route Bus Service with Complementary ADA Paratransit Service Information**
- 5.1.1. EXHIBIT A.1 – Fixed Route Service Map**
- 5.1.2. EXHIBIT A.2 – Route 1 – Fixed Route Bus Service Time Points**
- 5.1.3. EXHIBIT A.3 – Route 2 – Fixed Route Bus Service Time Points**
- 5.1.4. EXHIBIT A.4 – Fixed Route Service Turning Movements**
- 5.1.5. EXHIBIT A.5 – Conroe Connection Bus Detour Map**

5.1.6. EXHIBIT A.6 – Fixed Route Service Map with Complementary ADA Paratransit Service Area

5.1.7. EXHIBIT A.7 – Holiday Service Schedule for Calendar Years 2018 through 2023

5.2. EXHIBIT B: Commuter Bus Service Information

5.2.1. EXHIBIT B.1 – Commuter Bus Service Map (Inbound)

5.2.2. EXHIBIT B.2. – Commuter Bus Service Map (Outbound)

5.2.3. EXHIBIT B.3. – Commuter Bus Service Schedule

5.2.4. EXHIBIT B.4. – Turning Movements for Conroe Commuter Bus Service

5.2.5. EXHIBIT B.5. – Holiday Service Schedule for Calendar Years 2018 through 2024

5.3. EXHIBIT C: Definition of Actual Vehicle Hours and Miles and Vehicle Revenue Hour and Miles

5.4. EXHIBIT D: Minimum Insurance Requirements

5.5. EXHIBIT E: City of Conroe Code of Conduct for FTA Funded Procurement

5.6. EXHIBIT F: Conflict of Interest Questionnaire Form

5.7. EXHIBIT G: Federally Required Contract Clauses

5.8. EXHIBIT H: Respondent/Contractor Pre-Award Certifications

5.8.1. Lobbying Certification.

5.8.2. Suspension and Debarment Certification.

5.8.3. Respondent/Contractor Certification.

5.8.4. DBE and SBE Subcontractor Certification.

5.8.5. Delinquent State Business Tax Certification.

5.8.6. Certification of Payment of Taxes and Other Liabilities

5.9. EXHIBIT I: TxDOT PTN-130 Form

- 5.10. EXHIBIT J:** List of Vendors Qualified as Disadvantage Business Enterprises
 - 5.11. EXHIBIT K:** U.S. DOL Letter
 - 5.12. EXHIBIT L:** Post Award Forms
 - 5.12.1.** Contractor Payment (DBE Participation).
 - 5.12.2.** Annual Service.
 - 5.12.3.** Major Accident.
 - 5.12.4.** Incident Report.
 - 5.12.5.** Drug and Alcohol Management Information System Report .
 - 5.12.6.** Commuter Transit Vehicle Report.
 - 5.13. EXHIBIT M:** Acknowledgement of Addenda
 - 5.14. EXHIBIT N:** Respondent Information Form
 - 5.15. EXHIBIT O:** Price Proposal Form
 - 5.16. EXHIBIT P:** Revenue Vehicle Inventory
 - 5.17. EXHIBIT Q:** City of Conroe Complementary ADA Paratransit Plan
 - 5.18. EXHIBIT R:** Vehicle Idling Reduction Policy
 - 5.19. EXHIBIT S:** Conroe Connection Logo and Branding
 - 5.20. EXHIBIT T:** Glaval Titan II Order
 - 5.21. EXHIBIT U:** Dodge Grand Caravan Order
 - 5.22. EXHIBIT V:** City Fare Structures and Farebox Procedures
- 6. QUESTIONS:** The RFP Coordinator is the sole point of contact for this procurement from advertisement through award. All communication between the Respondent and the City on release of this RFP shall be with the RFP Coordinator as follows:

Name	Kristina Colville
E-Mail Address	KColville@cityofconroe.org
Mailing Address	P.O. Box 3066 Conroe, Texas 77305

Physical Address for Delivery	401 Sgt. Ed Holcomb Blvd. S. Conroe, Texas 77303
Phone Number	(936) 522-3830

7. **OTHER COMMUNICATION:** Any other communication will be considered unofficial and non-binding on the City. 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. The Respondents are to rely on written statements issued by the RFP Coordinator only.

8. **UNSOLICITED COMMUNICATION:** To insure the fair evaluation of a solicitation, the City prohibits unsolicited communication initiated by the Respondent to a City representative evaluating or considering the solicitations prior to the time a decision has been made. Communication between Respondent and the City will be initiated by the RFP Coordinator in order to obtain information or clarification needed to develop an accurate evaluation of the solicitation. Unsolicited communication may be grounds for disqualifying the offending Respondent from consideration for award.

PART II
LAWS, REGULATIONS, AND MANDATORY REQUIREMENTS

1. FUNDING:

1.1. A part of the Service may be reimbursed by the U.S. DOT through FTA grants managed directly by the City, State of Texas public transportation appropriations administered by the TxDOT through Brazos Transit District (BTD), FHWA grants administered by TxDOT through the Houston-Galveston Area Council (H-GAC). Use of federal funds requires the City and the successful Respondent/Contractor to manage the Service within the grant guidelines and comply with all applicable federal and state regulations and requirements. The City may allocate the balance of the necessary funding from City's General Fund, budget permitting.

1.2. Any contract awarded as a result of this procurement is contingent upon the availability of federal and local funding.

2. LAWS, PERMITS AND LICENSES: The successful Respondent/Contractor shall comply with all federal, state, and municipal laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in the Contract and other Contract documents. Upon request, the successful Respondent/Contractor shall furnish to the City certificates of compliance with all such laws, ordinances, rules, regulations, and orders. The successful Respondent/Contractor shall be responsible for obtaining and keeping current all necessary federal, state, and local permits and licenses required for performance under Contract.

3. CODE OF CONDUCT: The City of Conroe Code of Conduct, **EXHIBIT E**, establishes minimum standards of conduct that City Council, officers, employees, agents and contractors of the City are expected to follow in the performance of their duties specifically related to selection, award, and/or administration of any contract supported by FTA funds.

4. CONFLICT OF INTEREST: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict of Interest Questionnaire form is **EXHIBIT F**. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the Respondent's proposal.

5. DISCLOSURE OF INTERESTED PARTIES: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295), which is available at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, to the governmental entity or state agency at the time the business entity submits the signed

contract to the governmental entity or state agency. The City requires the selected Contractor to file Form 1295 electronically with the Commission at the time of Contract Award.

- 6. FEDERALLY REQUIRED CONTRACT CLAUSES:** A part of the Service may be reimbursed by the U.S. DOT through FTA grants managed directly by the City. In addition, a part of the Service may be reimbursed by the State of Texas public transportation appropriations administered by the TxDOT through BTM. As a result, the successful Respondent/Contractor shall comply with all clauses in **EXHIBIT G**, Federally Required Contract Clauses, complete the federally required contract certifications in **EXHIBIT H**, Respondent/Contractor Pre-Award Certifications, and complete TxDOT Consolidated Certifications in **EXHIBIT I**, TxDOT PTN-130 Form.
- 7. ADDITIONAL FTA GUIDANCE:** The FTA encourages third party contractors to adopt and promote policies and initiatives to increase use of seat belts and reduce distracted driving with their employees in accordance with the following Executive Orders. The successful Respondent/Contractor is to include these provisions in subcontracts.

 - 7.1. Seat Belt Use.** In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in any third party subcontracts, involving the project.
 - 7.2. Texting While Driving and Distracted Driving.** Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies that to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in each third party subcontract involving the project.
- 8. ASSIGNMENT:** The successful Respondent/Contractor shall not sell, assign, transfer, or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of the City.
- 9. DELINQUENT STATE BUSINESS TAX:** All Respondents shall certify that the Respondent/Contractor 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, by completing the Delinquent State Business Tax certification in **EXHIBIT H**, Respondent/Contractor Pre-Award Certifications.
- 10. PAYMENT OF TAXES AND OTHER LIABILITIES:** All Respondents shall certify that the Respondent/Contractor is not indebted or in arrears in payment of taxes or other liabilities

to the City by completing the Certification of Payment of Taxes and Other Liabilities in **EXHIBIT H**, Respondent/Contractor Pre-Award Certifications.

11. DISADVANTAGED BUSINESS ENTERPRISE (DBE):

11.1. The requirements of 49 CFR Part 26, Regulations of the U.S. DOT, apply to this contract as defined in **EXHIBIT G**, Federally Required Contract Clauses. It is the policy of the City to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this RFP. The Respondent/Contractor is also encouraged to utilize services of DBE Banks and Financial Institutions.

11.2. The Respondents/Contractors are required to document all subcontractor participation including non-DBE subcontractors by completing the Respondent/Contractor Certification in **EXHIBIT H**, Respondent/Contractor Pre-Award Certifications. Award of this contract is conditioned on submission of the following information with the certification:

11.2.1. the names and addresses of subcontractors that will participate in the contract;

11.2.2. a description of the work that each subcontractors will perform;

11.2.3. whether the subcontractors is a DBE, non-DBE, or a Small Business Enterprise (SBE);

11.2.4. the ethnic code, as described in the form;

11.2.5. the age of the firm;

11.2.6. the annual gross receipts from the firm;

11.2.7. the dollar amount of the participation of each DBE firm participating; and

11.2.8. Written confirmation from the DBE and/or SBE on the DBE and SBE Subcontractor Letter of Intent in **EXHIBIT H**, Respondent/Contractor Pre-Award Certifications.

11.3. Possible subcontracting opportunities include, but are not limited to, the industries in the following table. A detailed list of vendors who currently qualify as DBEs is provided in **EXHIBIT J**, List of Vendors Qualified as Disadvantage Business Enterprises. The following table shows industries by North American Industry Classification System (NAICS) codes that may supply goods and services to your company.

Industry	NAICS Code
Men's and Boys' Cut and Sew Apparel Manufacturing	315220
Mixed Mode Transit System	485111
Bus and Other Motor Vehicle Transit Systems	485113
Interurban and Rural Bus Transportation	485210
Motor Vehicle Towing	488410
Janitorial Services	561720
General Automotive Repair	811111
Automotive Exhaust System Repair	811112
Automotive Transmission Repair	811113
Other Automotive Mechanical and Electrical Repair and Maintenance	811118
Automotive Body, Paint, and Interior Repair and Maintenance	811121
Automotive Glass Replacement Shops	811122
Automotive Oil Change and Lubrication Shops	811191
Car Washes	811192
All Other Automotive Repair and Maintenance	811198

12. TITLE VI ASSURANCE: During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

12.1. Compliance with Regulations. The Contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

12.2. Nondiscrimination. The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, religion, sex, age, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulation including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

12.3. Solicitation for Subcontracts, including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under the subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, age, sex, or national origin.

12.4. Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by H-GAC or the Department of Transportation (DOT) to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information is required of a Contractor and is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to H-GAC or the Department of Transportation, as appropriate and shall set forth what efforts it has made to obtain the information.

12.5. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the District shall impose such contract sanctions as it or the Department of Transportation may determine to be appropriate, including, but not limited to:

12.5.1. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or

12.5.2. Cancellation, termination, or suspension of the Contract, in whole or in part.

12.6. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs 12.1 through 12.6 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant hereto. The Contractor shall take such action with respect to any subcontract or procurement as H-GAC may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request H-GAC to enter into such litigation to protect the interests of H-GAC and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

13. STATE SALES AND USE TAX: City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of Chapter 151, Texas Tax Code. Contractor may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.

14. INDEMNIFICATION: Contractor shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees and agents from and against any and all claims, costs, losses, and damages asserted by any person for personal injury, sickness, death or property damage of any kind or character (including but not limited to fees and costs for attorneys, expert witnesses, professional consultants, mediation, arbitration, or court costs) that is caused in whole or in part by the negligence of Contractor or any person, subcontractor or supplier directly employed or engaged by Contractor to provide work, goods or services under this contract, regardless of whether or not also caused in part by the negligence of the City or another party entitled to indemnification.

15. INDEPENDENT CONTRACTOR RELATIONSHIP: The Respondent is and shall perform the Service as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither the Respondent nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the City.

**PART III
INSTRUCTIONS**

1. SOLICITATION SCHEDULE:

Issue Request for Proposal (Sunday)	July 2, 2017
Pre-proposal Conference at 2:00 P.M. CST (Friday)	July 14, 2017
Vehicle Inspection at 7:00 P.M. CST (Friday)	July 14, 2017
Deadline for Written Questions at 5:00 P.M. CST	July 21, 2017
Issue Response to Questions/Final Addendum	July 26, 2017
Proposals Due by 2:00 P.M. CST (Thursday)	Aug 17, 2017
Award Contract to Successful Respondent (Thursday)	September 28, 2017
First Day of Service for Commuter Bus Service	October 30, 2017
Start Operating Fixed Route with Complementary ADA Paratransit Service (Monday)	January 29, 2018

1.1. The City reserves the right to revise the above schedule. Notice of date changes will be posted to the City's webpage, <http://www.cityofconroe.org/departments/purchasing/current-proposal-bid-opportunities>.

1.2. All questions regarding the RFP shall be submitted in writing by the due date and time noted above to the City's RFP Coordinator identified in Part I, General, of the RFP. A copy of all questions submitted and the City's responses shall be posted on the City's webpage, <http://www.cityofconroe.org/departments/purchasing/current-proposal-bid-opportunities> on or before the Issue Response to Questions/Final Addendum date shown above.

2. PROPOSAL DUE DATE AND TIME:

2.1. Signed and sealed proposals are due to the City no later than the due date and time noted above. The envelope or package must show the return address, solicitation number, solicitation title, "SEALED COMPETITIVE PROPOSAL", due date and the following address:

City of Conroe
Attn: Soco Gorjon
300 W. Davis Street, 3rd Floor

Conroe, Texas 77305

- 2.2.** Any proposal received after the time and date established above is a late proposal. The City will not evaluate late proposals. All late proposals will be returned unopened to the Respondent via U.S. Mail. Envelopes received by the City, which do not contain adequate proposal identification information on the outside of the envelope, will be opened for the purpose of ascertaining proper proposal identification information and will be processed like any other proposal. If a proposal has incorrect information on the envelope, e.g., wrong due date, address, etc., and the incorrect information results in the proposal being late, the proposal will be returned unopened to the Respondent via U.S. Mail.
- 2.3.** The Respondents mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. The Respondents assume the risk for the method of delivery chosen. The City assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted electronically or using facsimile transmission.

3. PROPOSALS:

- 3.1. Acceptance/Rejection:** The City reserves the right to accept or reject any and/or all proposals for any or all services covered in this RFP. The City makes no warranty or guarantee that an award will be made as a result of this RFP.
- 3.2. Addenda:** The City reserves the right to modify, waive any formalities or minor technical inconsistencies, and delete any requirement, excluding mandatory requirements, from this RFP prior to the date and time of the proposal deadline. The City shall make any modifications, waivers, interpretations, corrections, or changes to the RFP by written addenda. Sole issuing authority of addenda shall be vested in the RFP Coordinator. Addenda shall be sent to all who are known to have received a copy of the RFP. All such addenda become, upon issuance, an inseparable part of the RFP and must be met for the Respondent's proposal to be considered for contract award. All Respondents shall acknowledge receipt of all addenda by completing **EXHIBIT N**, Acknowledgement of Addenda, and submitting the acknowledgement with the Respondent's proposal. Material or cardinal changes to the RFP after the proposals are opened may result in cancellation of the solicitation without award.
- 3.3. Content:** Representations made by the Respondent/Contractor within its proposal will be binding. The City may reject any proposal that fails to comply with the requirements contained herein. The Respondents/Contractors taking exception to the specifications, terms, and conditions in the RFP and/or offering substitutions shall submit these exceptions and/or substitutions on the Respondent Information Form, **EXHIBIT O**.
- 3.4. Preparation:** The City will not be liable for any costs incurred by any Respondent preparing and submitting a response to this RFP. The Respondents submit proposals at

their own risk and expense. All proposals with supporting documentation will become the property of the City.

3.5. Respondent Changes to Proposals:

3.5.1. The Respondent may make corrections, deletions, or additions to their proposal in writing prior to the date and time of the proposal deadline. The Respondent shall submit a letter documenting the changes and include the appropriate number of copies of the specific pages for substitution. The signature on the letter must be original and of equal authority as the signature on the original proposal. The City will not accept oral, telephone, fax, e-mail, or other electronically transmitted corrections, deletions, or additions.

3.5.2. Respondents may not alter or amend proposals after the date and time of the proposal deadline. If desired by the City, the RFP Coordinator may request a best and final offer from the Respondents.

3.6. Clarification: The City reserves the right to request clarification or additional information specific to any proposal after all proposals have been received and the RFP deadline has passed.

3.7. Confidentiality of Content:

3.7.1. All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

3.7.2. Information in a proposal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with "CONFIDENTIAL" stamped in bold red letters on that section of the document. The City will not be responsible for any public disclosure of confidential information, if it is not clearly marked as confidential.

3.7.3. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

3.8. Order of Precedence: Any inconsistency in this solicitation or subsequent contract shall be resolved by giving precedence in the following order.

3.8.1. Contract

3.8.2. Request for Proposal Instructions and Conditions

3.8.3. Proposal Guidelines, if any

3.8.4. Other documents, exhibits and attachments

3.8.5. Respondent's Proposal

4. PRE-PROPOSAL CONFERENCE:

4.1. The City shall conduct a Pre-Proposal Conference for all prospective Respondents to receive information for the City and to ask questions regarding the solicitation. Attendance is strongly encouraged, but is not mandatory. The Respondents are encouraged to submit written questions to the RFP Coordinator identified in **PART I, General**, prior to the deadline for questions shown in the Solicitation Schedule.

4.2. The Pre-Proposal Conference will be held on the date and time shown in the Solicitation Schedule at the following location.

The City of Conroe
City Hall
300 W. Davis Street
Conroe, Texas 77301

4.3. Attendance by teleconference is available by calling the number below at the date and time shown in the Solicitation Schedule.

(832) 917-1510, Access Code: 546906

4.4. Responses to questions raised at the Pre-Proposal Conference will be documented and posted on the City's website, <http://www.cityofconroe.org/departments/purchasing/current-proposal-bid-opportunities>.

5. VEHICLE INSPECTION: Respondents may inspect the City-furnished vehicles at 7:00 P.M. CST on the day of the Pre-Proposal Conference. The vehicles are stored at 827 S. Frazier Street, Conroe, TX 77031.

6. QUALIFICATIONS:

6.1. The opening of a Respondent's solicitation shall not be construed as the City's acceptance of such Respondent as qualified, responsive and responsible. All Respondents shall:

- 6.1.1.** Be firms, corporations, individuals, or partnerships normally engaged in the provision of services specified herein;
- 6.1.2.** Have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City; and
- 6.1.3.** Identify any subcontractors to be used for the Service. Respondent shall submit experience, qualifications, and references for the subcontractors. The City reserves the right to approve or disapprove all subcontractors prior to any work being performed.

7. PROPOSAL REVIEW AND EVALUATION CRITERIA:

- 7.1.** All proposals shall be reviewed to determine which proposals are responsive to the submission requirements detailed herein. A responsive Proposal is one that follows the RFP requirements, includes all requested documentation, is submitted in the format outlined, is submitted by the Proposal deadline, and has the appropriate certifications and forms completed with signatures, as required on each document. Failure to comply with these requirements may result in the Proposal being deemed nonresponsive. The City may remove any proposal submitted with an unsigned proposal and/or a material failure from consideration for contract award.
- 7.2.** All proposals received shall be evaluated by a committee based on criteria developed by the City. In evaluating proposals, the City may consider the extent to which the Respondent's services meet the City's needs and specifications, as stated herein, and the following criteria, in order of importance:
 - 7.2.1.** Experience, qualifications and quality of the Respondent's services;
 - 7.2.2.** The total long-term cost to the City to acquire the Respondent's services;
 - 7.2.3.** Reputation of Respondent;
 - 7.2.4.** Any information specifically requested in the RFP; and
 - 7.2.5.** Best value for the City.
- 7.3.** The City may request the Respondents to submit responses to requests for information or clarification and/or to make oral presentations to the evaluation committee to further discuss experience, qualifications and quality of service. These responses and/or presentations provide the Respondent with the opportunity to clarify their Proposal and ensure a mutual understanding of the Service to be provided. In addition, the evaluation committee may visit the Respondent's operations and make judgments directly affecting the evaluation of the proposal.

7.4. Submission of a proposal implies the Respondent's acceptance of the evaluation criteria and the Respondent's recognition that the evaluation committee may make subjective judgments based on the Respondent's proposal, responses to requests for information and/or presentations.

7.5. All proposals submitted shall be valid for a period of ninety (90) days from the proposal deadline.

8. CONTRACT NEGOTIATIONS:

8.1. Based on the results of the evaluation process, the City may prepare and submit a draft contract to the successful Respondent. The successful Respondent shall have seven (7) days to review and provide comments to the City. The City may consider all comments, as long as the changes do not substantively change the terms and conditions in the RFP and the Respondent's Proposal.

9. CONTRACT:

9.1. Contract Award: The successful Respondent will be required to execute a Contract with the City, which finalizes the terms and conditions set forth in the requirements of this RFP and the successful Respondent's Proposal. No award can be made until the City of Conroe City Council considers and approves the execution of the contract by the City Administrator.

9.2. Contract Extension: Prior to the expiration of the Contract, the City reserves the right to extend the Contract. The City also reserves the right to extend the Contract up to ninety (90) days past the Contract term or extension term and require Contractor to perform all services at the rate set forth in the initial contract or contract extension.

10. PROTESTS: Any interested party who is aggrieved in connection with the solicitation, evaluation, or award of an Agreement may file a protest with the Purchasing Manager of the City, herein after, Manager, and appeal any adverse decision to the Assistant Director of Internal Services, herein after Director. Such protest must be in writing and submitted to the Manager as follows:

10.1. Pre-Bid / Pre-Proposal Protests: Protests pertaining to the terms, conditions or proposed form of procurement must be received by the Manager within five (5) business days prior to the date established for the opening of bids or receipt of responses. Untimely, or late protests, will not be considered, unless the Manager concludes that the issue(s) raised by the protest involves fraud, gross abuse of the procurement process, or otherwise indicates substantial prejudice to the integrity of the procurement system. Submit all protests to:

City of Conroe
Purchasing Department

Attn: Kristina Colville
300 West Davis
Conroe, Texas 77301

10.2. Post-Award Protests: Protests concerning award decisions, including bid evaluations, must be received by the Manager within five (5) business days after award has been made and recognized by the City Council. Untimely, or late protests, will not be considered, unless the Manager concludes that the issue(s) raised by the protest involves fraud, gross abuse of the procurement process, or otherwise indicates substantial prejudice to the integrity of the procurement system.

10.3. Interested Parties: For the purposes of this procedure, “interested parties” shall be defined as follows:

10.3.1. For Pre-Bid / Pre-Proposal Protests concerning the terms, conditions or form of a proposed procurement, any prospective Respondent whose direct economic interest would be affected by the award, or failure to award an Agreement.

10.3.2. For Post-Award Protests concerning award decisions, only those actual Respondents, who have submitted a response to this solicitation and who, if their complaint is deemed by the City to be meritorious, would be eligible for selection as the successful Respondent/Contractor for award of an Agreement.

10.4. All formal protests shall be signed, notarized and reference the following:

10.4.1. Name, address, and telephone number of the interested party;

10.4.2. Solicitation number and title;

10.4.3. Specific statutory or regulatory provision(s) that the action under protest is alleged to have violated;

10.4.4. Specific description of each act alleged to have violated the statutory or regulatory provision(s) identified above;

10.4.5. Precise statement of facts;

10.4.6. Identification of the issue(s) to be resolved; and

10.4.7. Argument and authorities in support of the protest.

10.5. The Manager shall have the authority, prior to any appeal to the Director, to settle any dispute and resolve the protest. The Manager may solicit written responses regarding the protest from other interested parties. If the protest is not resolved by mutual agreement, the Manager will issue a written determination on the protest.

10.5.1. If the Manager determines that no violation of rules or statutes has occurred, he or she shall so inform the protesting party, and at his discretion, other interested parties by letter which sets forth the reasons for the determination.

10.5.2. If the Manager determines that a violation of the rules or statutes has occurred and an Agreement has not yet been awarded, he or she shall so inform the protesting party, and at his discretion, other interested parties by letter which sets forth the reasons for the determination and the appropriate remedial action.

10.5.3. If the Manager determines that a violation of the rules or statutes has occurred and an Agreement has been awarded, he or she shall so inform the protesting party, and at his discretion, other interested parties by letter which sets forth the reasons for the determination, which may include ordering of the Agreement void.

10.5.4. If the protest is not resolved by mutual agreement, the Manager will issue a written determination on the protest.

10.6. Appeals: The Manager's determination on a protest may be appealed to the Director. An appeal to the Director must be received no later than ten (10) business days after the date of the written determination issued by the Manager, and be addressed as stated above of this procedure except, Attn: Assistant Director of Internal Services, and sent via certified mail. The appeal shall be limited to a review of the determination made by the Manager.

10.7. The Director and City Attorney/Legal Counsel for the City will review the protest, the Manager's determination, any responses from interested parties, and the appeal, and prepare a written response to the protesting party.

10.8. The Director's response shall be the final administrative action taken by the City.

10.9. Any protest submitted must follow these procedures or it will be returned without action.

11. PROPOSAL REQUIREMENTS:

11.1. To achieve a uniform review process and obtain the maximum degree of comparability, the Proposals shall be organized in the manner specified below. Proposals shall be submitted on printed, bound 8 ½" X 11" sheets of paper using 12-point type double-spaced text. Three-ring binders are acceptable. Do NOT submit the entire RFP with your Proposal. The original RFP with Exhibits and all addenda will be included in the Contract as an attachment.

11.2. The Respondents are required to submit eleven (11) printed and bound copies of their Proposal and two (2) electronic copies on compact discs or USB flash drives. The printed copies must include two (2) copies with original signature and nine (9) copies may have photocopied signatures.

11.3. The City may remove Proposals not conforming to the instructions or addressing all requirements, as specified herein, from consideration for contract award. The City, however, reserves the right to accept such proposals if it is determined to be in the City's best interest. The proposal shall include:

11.3.1. Title Page: Show the solicitation title and number, name of the Respondent, address, telephone number(s), e-mail, name of contact person, and date and time due.

11.3.2. Table of Contents (Tab 1): Clearly identify the materials by Tab AND Page Number. **Page numbers are required throughout the proposal.**

11.3.3. Letter of Transmittal and Acknowledgement of Addendum (Tab 2): The Respondent should submit a letter expressing their interest in the project. The letter must contain, at a minimum, the following information:

11.3.3.1. Briefly state the Respondents understanding of the Service to be performed and make a positive commitment to provide the services as specified herein.

11.3.3.2. Provide the name(s) of the person(s) authorized to make representations for your firm, their title(s), address, telephone number, and e-mail address.

11.3.3.3. The letter shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the Respondent. The name and title of the individual(s) signing the proposal shall be clearly printed immediately below the signature.

11.3.3.4. Acknowledge receipt of all addenda by completing **EXHIBIT M**, Acknowledgement of Addenda. The Respondent shall include **both EXHIBIT N, as well as each individually signed Addendum.**

11.3.4. Qualification and Experience of the Respondent (Tab 3): The Respondent shall demonstrate that they are qualified and experienced with providing the Services, specified herein, by providing an overview of the Respondent's history, organizational structure, location of firm and project team, and a list and description of similar transportation services provided by the Respondent. The description shall include the location, contract amount, if applicable, description of service, such as service area, number of passengers carried per day, number of vehicles, number of trips per day, etc., and the contracting entity, if applicable. Respondent is encouraged to report any problems encountered and corrective actions taken, as well as any efforts taken to manage or mitigate risk.

11.3.5. Qualification and Experience of Key Staff (Tab 4): The Respondent shall identify the key individuals (Owner, General Manager, Finance Director, Billing

Manager, Risk Manager, Safety Officer, and/or equivalent positions) to be assigned to this Service. The Respondent must also provide experience summaries of these key individuals, describing for each individual, their previous experience with providing similar Services.

11.3.6. Required Financial Statements (Tab 5): The Respondent shall provide information on the firm's financial resources and stability to include:

11.3.6.1. Three (3) years of audited financial statements;

OR

11.3.6.2. Most recent audited financial statement, plus previous three (3) years of income/expense sheets, balance sheets, and debt/income ratios.

11.3.7. References (Tab 6): The Respondent shall provide at least three (3) references within the last five (5) years for which the same or similar Service has been provided in the Respondent Information Form (**EXHIBIT N**). Include a point of contact, address, e-mail, phone number and a brief description of the Service provided. The City will conduct reference checks to verify and validate vendor's performance. The City may remove Proposers with failed performance from consideration for contract award. **Failing to provide verifiable references may result in the Respondent being non-responsive and removed from consideration for contract award.**

11.3.8. Respondent Information Form (Tab 7): The Respondent shall complete the Respondent Information Form (**EXHIBIT N**) showing the number of personnel, equipment and other operational services that will be used to meet the requirements herein.

11.3.8.1. Company Information

11.3.8.2. Company Practices

11.3.8.3. Company Policies and Procedures

11.3.8.4. Staffing

11.3.8.5. Legal

11.3.8.6. References

11.3.8.7. Commuter Service Equipment

11.3.8.8. Proposed Operations

11.3.8.9. Exceptions / Substitutions

11.3.8.10. Subcontractor Information

11.3.8.11. Price Proposal Information to include fixed cost excluding revenue vehicles (rent, utilities, administrative staff compensation, facilities, etc.), variable cost for operations (drivers' compensation, fuel, maintenance, etc.) and fixed cost for revenue vehicles (purchase, lease, loan, financing fees, etc.)

11.3.9. Service Implementation Plan (Tab 8): The Respondent shall prepare separate Service Implementation Plans for Fixed Route Bus with Complementary ADA Paratransit Service and Commuter Bus Service. Each plan shall include:

11.3.9.1. A local organizational chart by title and or staff assigned;

11.3.9.2. Critical tasks;

11.3.9.3. Milestones including start of service;

11.3.9.4. A detailed timeline for hiring personnel;

11.3.9.5. A detailed timeline for acquiring facilities , equipment, non-revenue vehicles, and subcontractors;

11.3.9.6. A detailed timeline for acquiring revenue vehicles for the base contract, service expansion and replacement; and

11.3.9.6.1. If additional revenue vehicles are required to reliably provide the existing service identified in **EXHIBIT A**, Fixed Route Bus Service with ADA Complementary Paratransit Service Information.

11.3.9.6.2. Additional revenue vehicles for service expansion.

11.3.9.6.3. Replacement revenue vehicles for City-furnished vehicles reaching the end of their useful lives.

11.3.9.7. Specific areas where the City and your company would benefit from combining the operations and maintenance for both services.

11.3.10. Price Proposal Form (Tab 9): Complete and sign the Price Proposal Form (**EXHIBIT O**) to include the unit cost for the Service specified herein. **The Respondent may propose on Fixed Route Bus with Complementary ADA Paratransit Service and/or Commuter Bus Service.**

11.3.11. Certifications (Tab 10): The Respondent shall provide fully executed certifications, as identified herein. Failing to provide the following certifications may result in the Respondent being removed from consideration for Contract award.

11.3.11.1. Insurance: The Respondent/Contractor shall provide a Certificate of Liability Insurance or a letter stating the Respondent/Contractor's ability to obtain the insurance coverage in accordance with **EXHIBIT D**, Minimum Insurance Requirements. If the successful Respondent/Contractor submits a letter, then they shall submit a certificate of insurance prior to commencing Service.

11.3.11.2. Conflict of Interest Questionnaire: The Respondent shall determine if a conflict of interest exists between the Respondent and Respondent's subcontractors and the current Mayor and City Council, <http://www.cityofconroe.org/departments/mayor-and-city-council/mayor-and-staff> and <http://www.cityofconroe.org/departments/mayor-and-city-council/city-council>. Whether a conflict of interest exists or not, the Respondent shall submit a Conflict of Interest Form, **EXHIBIT F**.

11.3.11.3. Respondent/Contractor Pre-Award Certifications, EXHIBIT H:

11.3.11.3.1. Lobbying Certification

11.3.11.3.2. Suspension and Debarment Certification

11.3.11.3.3. Respondent/Contractor Certification:

11.3.11.3.4. DBE and SBE Subcontractor Certification

11.3.11.3.5. Delinquent State Business Tax Certification

12. EXCEPTIONS/SUBSTITUTIONS: All proposals meeting the intent of this RFP shall be considered for contract award. The Respondents taking exception to the scope of work, terms, and conditions and/or offering substitutions shall state these exceptions in **EXHIBIT N**, Respondent Information Form. The absence of such a list shall indicate that the Respondent has taken none and the City shall hold the successful Respondent/Contractor responsible to perform in strict accordance with the Contract. The City reserves the right to accept and/or reject the exceptions and/or substitutions as deemed to be in the best interest of the City.

PART IV SCOPE OF WORK

- 1. INTENT:** The City seeks a qualified public transportation service provider, or providers, also referred to as the Contractor(s), to provide transit service and maintenance for the Conroe Connection Transit Service, which includes Fixed Route Bus Service with Complementary ADA Paratransit Service and Commuter Bus Service, herein after referred to inclusively as “Service”, and further defined herein.
 - 1.1. Fixed Route Bus Service:** The Contractor shall provide transportation service on a fixed route to the general public, who may include seniors, persons with disabilities, and persons with mobility devices, also referred to as wheelchairs, within the city of Conroe. This service shall be inclusive of all necessary administration, management, operations, reservation, dispatching, equipment, facilities, non-revenue vehicles, personnel, all employee wages and salaries, fringe benefits, operating supplies such as fuel and oil, charges for service, repair and maintenance, parts, and supplies, equipment leases and rentals, data collection and reporting, insurance and other resources, but excluding transit vehicles. The City shall furnish four (4) transit vehicles (**EXHIBIT P**, Revenue Vehicle Inventory). If additional revenue vehicles or spare vehicles are required to reliably provide the service identified in **EXHIBIT A**, Fixed Route Bus Service with Complementary ADA Paratransit Service Information, then the Contractor must provide the additional vehicles. The Fixed Route Bus Service is an existing service.
 - 1.2. Complementary ADA Paratransit Service:** The Contractor shall provide complementary ADA Paratransit Service, which is also referred to as demand response transit and shared ride service, to any persons approved by the City for the service. The City is solely responsible for determining eligibility for the service and issuing identification cards. The City will provide a list of eligible passengers to the Contractor as eligible persons are added. Persons who may qualify for eligibility include persons with disabilities, persons with mobility devices, also referred to as wheelchairs, and personal care attendants (PCAs), who are persons registered with the City to accompany and assist a person with disabilities. Companions of eligible persons may use the service on a space available basis, but must pay full fare. The Service shall be inclusive of all necessary administration, management, operations, reservation, dispatching, equipment, facilities, non-revenue vehicles, personnel, all employee wages and salaries, fringe benefits, operating supplies such as fuel and oil, charges for service, repair and maintenance, parts and supplies, equipment leases and rentals, data collection and reporting, insurance and other resources, but excluding transit vehicles. The City shall furnish two (2) transit vehicles (**EXHIBIT P**, Revenue Vehicle Inventory). If additional revenue vehicles or spare vehicles are required to reliably provide the service identified in **EXHIBIT A**, Fixed Route Bus Service with ADA Complementary Paratransit Service Information, then the Contractor must provide the additional vehicles. The Complementary ADA Paratransit Service is an existing service.

1.3. Commuter Bus Service: The Contractor shall provide transportation service on a commuter route to the general public, who may include seniors, persons with disabilities, and persons with mobility devices, also referred to as wheelchairs, between the City of Conroe and the City of Houston. The Service shall be inclusive of all necessary administration, management, operations, reservation, dispatching, equipment, facilities, non-revenue vehicles, personnel, all employee wages and salaries, fringe benefits, operating supplies such as fuel and oil, charges for repair and maintenance, parts and supplies, equipment leases and rentals, data collection and reporting, insurance and other resources, and transit vehicles. The Contractor shall provide over the road coach transit vehicles, as specified herein, to reliability provide the service identified in **EXHIBIT B**, Commuter Bus Service Information. The Commuter Bus Service is a new service.

2. TRANSIT SERVICE:

2.1. Fixed Route Bus Service:

2.1.1. Hours of Operation: The Contractor shall operate fixed route service Monday through Friday from 7:00 AM to 7:00 PM excluding holidays as shown in **EXHIBIT A**, Fixed Route Bus Service with Complementary ADA Paratransit Service Information, and during emergency conditions, such as man-made, natural, or impending weather related events, except where operating transportation services is dangerous to passengers and/or Contractor personnel. The Contractor shall immediately notify the City of any suspension of service due to emergency conditions. The City reserves the right to require curtailed or modified service on holidays listed or on holidays not listed in **EXHIBIT A** with a minimum of forty-eight (48) hours prior notification to the Contractor. There are approximately 260 operating days per calendar year.

2.1.2. Service: The Contractor shall operate fixed route transit service along two (2) routes, as described in **EXHIBIT A**, Fixed Route Bus Service with Complementary ADA Paratransit Service Information. The Service operates on approximately one-hour headways. Route 1, North Walmart, and Route 2, South Lone Star Family Health, have 37 and 38 designated stops, respectively, with varying amenities. The Contractor shall be required to meet or exceed the level of performance for on-time fixed route service, as specified in paragraph 9.5.2, On-Time Performance. On-time departure for fixed route service is between zero (0) minutes early and five (5) minutes (no early departures) late as measured at the time points shown in **EXHIBIT A**. The Contractor may detour from the fixed route to avoid standing trains at railroad crossings and the low water crossing at S. Frasier Street and the grade separated railroad crossing, as shown on the Conroe Connection Bus Detour Maps in **EXHIBIT A**.

2.1.3. Projections for Annual Operations: From October 1, 2015 to September 30, 2016, there were 32,539 unlinked passenger (one-way) trips, 69,300 revenue miles and 6,217.41 revenue hours. The City will compensate the Contractor at the rates

for fixed cost excluding revenue vehicles (fixed route) and variable cost (fixed route operations) as agreed to between the City and the Contractor in the contract.

2.1.4. Service Change: The City reserves the right to implement service changes to the existing routes, times and bus stops. Service changes will be limited to the maximum number of contracted revenue hours at the time of the change. The City will coordinate all changes with the Contractor sixty (60) days in advance of implementation.

2.1.5. Service Expansion:

2.1.5.1. The City reserves the right to expand service, which is defined as an increase to revenue hours and the addition of revenue vehicles. The City will coordinate implementation with the Contractor at least 120 days in advance of the desired implementation date; however the implementation date will be based on the lead time for the contractor to furnish vehicles.

2.1.5.2. The City plans to expand service by a single route and a single vehicle during Year One of the contract and by an additional route and vehicle during Year Two of the contract.

2.1.5.3. The City will compensate the Contractor at the rates for fixed cost (fixed route bus), variable cost (fixed route operations) and fixed cost (fixed route buses) in force at the time of implementation.

2.1.6. Replacement Vehicles: Due to the age, mileage and wear and tear, the Contractor shall replace one (1) fixed route service vehicle in Year Three of the contract and one (1) fixed route service vehicle in Year Four of the contract. The replacement vehicles shall meet the standards and specifications as state herein.

2.1.7. Restriction: The Contractor shall not use the City-owned vehicles for services other than Conroe Connection Transit Service.

2.1.8. City Furnished Facilities: The City shall not provide fixed route transit vehicle maintenance or storage facilities to the Contractor.

2.2. Complementary ADA Paratransit Service:

2.2.1. Hours of Operation: The Contractor shall operate paratransit service Monday through Friday from 7:00 AM to 7:00 PM excluding holidays as shown in **EXHIBIT A**, Fixed Route Bus Service with Complementary ADA Paratransit Service Information, and during emergency conditions, such as man-made, natural, or impending weather related events, except where operating transportation services is dangerous to passengers and/or Contractor personnel. The Contractor shall immediately notify the City of any suspension of service due to emergency conditions. The City reserves the right to require curtailed or modified service on

holidays listed or on holidays not listed in **EXHIBIT A** with a minimum of forty-eight (48) hours prior notification to the Contractor. There are approximately 260 operating days per calendar year.

2.2.2. Service: The Contractor shall operate complementary paratransit service on a demand-response basis and in accordance with the City's Complementary ADA Paratransit Plan, **EXHIBIT Q**. The Contractor shall be required to meet or exceed the level of performance for complementary paratransit service in paragraph 9.5.2, On-Time Performance. On-time performance for paratransit service is between fifteen (15) minutes prior to and fifteen (15) minutes after the scheduled pick up time as measured at the origin and destination.

2.2.3. Projections for Annual Operations: From October 1, 2015 to September 30, 2016, there were 1,948 unlinked passenger (one-way) trips, 9,309 revenue miles and 2,159 revenue hours. The Contractor will be compensated for fixed cost excluding revenue vehicles (paratransit) and variable cost (paratransit operations) as agreed to between the City and the Contractor in the contract. Over time, demand is expected to grow as persons with disabilities who live in the service area learn about the Service. To avoid any denied trips, which is required by ADA, the Contractor shall furnish additional vehicles sized to meet the higher demand. If an additional vehicle(s) is furnished, the City will compensate the Contractor at the fixed cost (paratransit minivan) and variable cost (paratransit operations) in force at the time of vehicle delivery.

2.2.4. Service Area:

2.2.4.1. The service area is limited to origins and destinations within three quarters of a mile of the fixed route, **EXHIBIT A**, Fixed Route Bus Service with Complementary ADA Paratransit Service Information.

2.2.4.2. The City reserves the right to increase the service area as a result of any fixed route service expansion. The City will coordinate implementation with the Contractor at least 120 days in advance of the desired implementation date; however the implementation date will be based on the lead time for the contractor to furnish vehicles. If the City and the Contractor determine that no additional paratransit vehicles are required for the increase in service area, then the additional vehicle will not be required, as long as there will be no denied trips.

2.2.4.3. The City plans to expand fixed route service by a single fixed route and a single vehicle during Year One of the contract and by an additional fixed route and vehicle during Year Two of the contract, which may result in the addition of a single paratransit vehicle during Year One of the contract and by an additional paratransit vehicle during Year Two of the contract.

2.2.4.4. The City will compensate the Contractor at the rates for additional fixed cost excluding revenue vehicles (paratransit) variable cost (paratransit operations) and fixed cost (paratransit minivan) , if additional vehicles are required, in force at the time of implementation .

2.2.5. Replacement Vehicles: Due to the age, mileage and wear and tear, the Contractor shall replace two (2) ADA paratransit service vehicles (minivans) in Year Three of the contract. The replacement vehicles shall meet the standards and specifications as state herein.

2.2.6. Reservations:

2.2.6.1. The Contractor shall take reservations Sunday through Friday from 8:00 AM to 5:00 PM. The Contractor is responsible for screening passengers for service eligibility using the City’s list of eligible passengers.

2.2.6.2. The Contractor’s schedule shall include passenger’s name, phone number, origin address, destination address, desired arrival time, return trip origin and destination addresses, and desired pick-up time after the trip purpose is completed.

2.2.6.3. The Contractor shall prepare manifests and assign drivers and vehicles.

2.2.6.4. The Contractor may schedule, and is encouraged to schedule shared-rides, but individual trips shall take no longer than the equivalent trip time for the fixed route service, including walking time to or from the bus stop.

2.2.6.5. The Contractor shall not deny trips in accordance with ADA.

2.2.6.6. The Contractor shall not maintain waiting lists.

2.2.6.7. The Contractor shall not place callers on hold longer than three (3) minutes.

2.2.6.8. The Contractor shall not take same day reservations. No exceptions.

2.2.6.9. The Contractor shall not record cancellations received at least one (1) hour prior to the scheduled pick up time as a no-show.

2.2.7. Dispatching: The Contractor shall communicate with passengers and drivers regarding pickup time, cancellations, late pickup times, no-shows, refused trips, and missed trips.

2.2.8. Restrictions:

2.2.8.1. The Contractor shall not restrict trip purpose or limit the number of trips.

- 2.2.8.2.** The Contractor may provide subscription services for medical and dialysis trips as long as it does not impede any other scheduled trips.
- 2.2.8.3.** The Contractor shall not use City-owned vehicles for services other than Conroe Connection complementary ADA paratransit service, which excludes fixed route service.
- 2.2.9. City Furnished Facilities:** The City shall not provide paratransit vehicle maintenance or storage facilities to the Contractor.

2.3. Commuter Bus Service:

- 2.3.1. Hours of Operation:** The Contractor shall operate commuter service Monday through Friday from 5:30 AM to 10:30 AM and from 3:30 PM to 9:00 PM excluding holidays as shown in **EXHIBIT B**, Commuter Bus Service Information, and during emergency conditions, such as man-made, natural, or impending weather related events, except where operating transportation services is dangerous to passengers and/or Contractor personnel. The Contractor shall immediately notify the City of any suspension of service due to emergency conditions. The City reserves the right to require curtailed or modified service on holidays listed or on holidays not listed in **EXHIBIT B** with a minimum of forty-eight (48) hours prior notification to the Contractor. There are approximately 252 operating days per calendar year.
- 2.3.2. Service:** The Contractor shall operate commuter service between the City of Conroe and the City of Houston, which is approximately 91 miles round trip, as described in **EXHIBIT B**, Commuter Bus Service Information. The morning service is scheduled to operate at twenty (20)-minute headways from 6:00 AM to 7:20 AM with additional runs at 5:30 AM and 8:30 AM. The evening service is scheduled to operate at twenty (20)-minute headways from 4:00 PM to 5:20 PM with additional runs at 3:30 PM and 7:00 PM. There is one (1) park and ride in Conroe and seven (7) designated stops in Houston. The Contractor shall be required to meet or exceed the level of performance for on-time fixed route service as specified in paragraph 9.5.2, On-Time Performance. Initially, on-time for commuter service is between zero (0) minutes early and five (5) minutes late as measured at departure from the Conroe Park and Ride during the morning service and departure from the Veteran's Administration Center during the evening service, as shown in **EXHIBIT B**, Commuter Bus Service Information. Reverse commuter bus service will not be provided.
- 2.3.3. Projections for Annual Operations:** In the first year of operation, the commuter bus service is expected to deliver approximately 105,000 unlinked passenger (one-way) trips, and operate approximately 149,100 revenue miles and approximately 6,500 revenue hours. The City will compensate the Contractor at the rates for fixed cost excluding revenue vehicles (commuter), variable cost (commuter operations)

and fixed cost (motor coaches), as agreed to between the City and the Contractor in the contract.

2.3.4. Service Change: The City reserves the right to implement service changes to the routes, scheduled departure times and bus stops without increasing the number of transit vehicles. The City will coordinate all changes with the Contractor sixty (60) days in advance of implementation to confirm no additional transit vehicles are required for the service change.

2.3.5. Service Expansion: The City reserves the right to expand service, which is defined as an increase to revenue hours for service other than morning and evening peak service and/or an increase to revenue hours and the addition of revenue vehicles for morning and evening peak service.

2.3.5.1. In Year Two of the Contract, the City plans to add one (1) midday run, which will operate from 12:30 PM to 2:30 PM along the evening route, originate from the VA Hospital in TMC and arrive at the Conroe park and ride, as shown in Exhibit B. The Contractor shall use a revenue vehicle for this run from the fleet operating during the morning and evening peak service. The City will coordinate implementation with the Contractor at least 60 days in advance of the desired implementation date. The City will compensate the Contractor at the rates for fixed cost excluding revenue vehicles (commuter), and variable cost (commuter operations) in force at the time of implementation.

2.3.5.2. The City plans to add up to two (2) additional AM and two additional (2) PM runs in Year Three of the contract, which will require up to two (2) additional over the road coaches. The City will coordinate implementation with the Contractor at least 120 days in advance of the desired implementation date; however the implementation date will be based on the lead time for the contractor to furnish vehicles. The City will compensate the Contractor at the rates for additional fixed cost (over the road coach), variable cost (commuter operations) and fixed cost (motor coaches) in force at the time of implementation.

2.4. Special Events: The City may request the Contractor to assist with shuttle service during special events sponsored by the City. The Contractor shall not provide this service without the express, written approval of the City Administrator. The City will compensate the Contractor at the rate in force at the time of service.

2.5. Emergency Evacuation: If transit service is shut down due to man-made, natural, or impending disasters, the City may request the Contractor to assist with emergency evacuations using any available City-owned transit vehicles and contractor-provided vehicles. The Contractor may refuse the request if the Contractor determines their personnel and/or vehicles may be exposed to unacceptable hazardous or unsafe conditions. The Contractor shall not provide this service without the express, written

approval of the City Administrator. The City will compensate the Contractor at the rate in force at the time of service.

2.6. City Furnished Facilities:

2.6.1. The City shall furnish a park and ride facility, which is located at IH 45 and FM 2854, Conroe, TX, to the Contractor. The Contractor may store Contractor-furnished vehicles overnight and on weekends at the facility, but the Contractor is solely responsible for security of the vehicles. The Contractor shall not store City-furnished vehicles at the facility.

2.6.2. The City shall not provide over the road coach transit vehicle maintenance or storage facilities to the Contractor.

3. TRANSIT SERVICE RULES AND GUIDELINES: The Contractor shall comply with the following City Service rules and guidelines:

3.1. The following rules and guidelines apply to all transit Service.

3.1.1. State law requires the drivers to wear seatbelts. If present, passengers are encouraged to wear seat belts.

3.1.2. No smoking or use of any tobacco products is allowed in the vehicle at any time including vehicles not in service.

3.1.3. No eating, drinking, or smoking allowed.

3.1.4. No music players allowed without use of earphones.

3.1.5. No profanity or abusive language.

3.1.6. Children under six (6) years must be accompanied by an adult.

3.1.7. Front seats are reserved for seniors and individuals with disabilities.

3.1.8. The Contractor shall assist with enforcement of the Conroe Connection and Complementary ADA Paratransit Discipline Enforcement and appeals, **EXHIBIT Q**, City of Conroe Complementary ADA Paratransit Plan.

3.1.9. The Contractor shall accept service animals on all vehicles; however the service animal must be under full control of the owner at all times.

3.1.10. Passengers may travel with life-support equipment, such as portable oxygen, provided such transport does not violate laws or rules related to transportation of hazardous materials. The safety and use of this equipment is the responsibility of the passenger.

3.1.11. Weapons, explosives, car batteries, flammable liquids, and other hazardous materials are not permitted on the bus.

3.1.12. No weapons of any kind are allowed in the vehicles.

3.1.13. Proper attire must be worn. No shirt, no shoes, no service.

3.1.14. Vehicle Idling Reduction Policy, **EXHIBIT R**.

3.2. Complementary ADA Paratransit Service:

3.2.1. The Contractor shall maintain two-way communication with drivers at all times to relay passenger cancellations, respond to incidents, and monitor on-time pickups.

3.2.2. Passengers are requested to be ready fifteen (15)-minutes before the assigned pick-up time. If the vehicle should be available to board within fifteen (15)-minutes before or 15 minutes after the scheduled pickup time, the trip is classified as on time. If driver arrives more than fifteen (15)-minutes after scheduled pick-up time, the trip is classified as late. The Contractor shall document all late trips and report the late trips to the City monthly.

3.2.3. A trip is considered a “No-Show” when a driver arrives on time to board the passenger, waits a full five (5) minutes past the vehicle’s arrival, and the passenger does not show. If the passenger refuses the trip at the point of pick up, then the trip will also be considered a No-Show. The Contractor must verbally notify the City about all no show trips and report all no-show trips to the City monthly. The Contractor shall assist with enforcement of the Conroe Connection Complementary ADA Paratransit No Show Policy, **EXHIBIT Q**, City of Conroe Complementary ADA Paratransit Plan.

3.2.4. A missed trip is defined as a trip when the driver did not go to the designated pickup location. The Contractor shall notify the passengers immediately, notify the City immediately, and report all missed trips to the City monthly.

3.2.5. The Contractor shall not charge a scheduled PCA a fare to board the bus.

3.2.6. The Contractor shall charge all companions, excluding PCAs, the same fare as the eligible paratransit rider.

3.2.7. The Contractor shall not provide assistance over the threshold of any facility, or provide assistance with bags, packages, personal items, or other items.

4. TRANSIT VEHICLES:

4.1. Minimum Vehicle Standards: The Contractor must maintain all transit vehicles to the following standards.

4.1.1. Fully operational safety items including, but not limited to, lights, brakes, horn, tires, seat belts and wheelchair restraints.

4.1.2. Fully functional heating and air-conditioning system meeting the following criteria.

4.1.2.1. Heating system shall maintain an inside constant temperature of 70 degrees Fahrenheit +/- 3 degrees throughout the bus when in heat mode.

4.1.2.2. Air-conditioning system shall maintain an inside constant temperature of 70 degrees Fahrenheit +/- 3 degrees throughout the bus when in the air-conditioning mode.

4.1.3. Fully functional wheelchair lifts, wheelchair ramps, flip seats, communication system, fare collection equipment and destination signs.

4.1.4. Clean interior and exterior.

4.1.4.1. Clean all dirt and accumulated grime once per week or as needed.

4.1.4.2. Sweep floors and vacuum seats every service day.

4.1.4.3. Clean windows every service day.

4.1.4.4. The City has the right to inspect and approve all cleaning products used to clean the interior and exterior of the buses.

4.1.4.5. If the bus is equipped with a bathroom it must be available for use daily. The bathroom must be cleaned, sanitized, and deodorized daily. The Contractor shall be prohibited from placing a bus into service if the bathroom is not available for service and/or if the bathroom is the cause of any offensive odor.

4.1.5. Free of body damage, missing or unpainted body panels and interior and exterior graffiti.

4.1.6. Free from roaches and other vermin. The Contractor is expressly prohibited from using any vermin control product that would be hazardous to the health and well-being of the passengers and operator of the bus. Extermination shall be scheduled to assure there are no offensive odors during service hours.

4.2. City Owned and Furnished Vehicles: Contractor may inspect all City-furnished vehicles prior to start of revenue service, or as needed.

4.2.1. Fixed Route Vehicles: The City will own and furnish the Contractor with four (4) 28-foot, 2014 Glaval Titan II low-floor buses, as shown in **EXHIBIT P**, Revenue Vehicle Inventory, for the duration of the contract plus any extensions. The bus is constructed on a Chevrolet Express chassis with a 6.0 liter, V-8 gasoline engine.

4.2.1.1. The Contractor may use the vehicles for fixed route bus service, complementary ADA paratransit service, and as spares for scheduled and unscheduled maintenance. The Contractor shall rotate the use of the vehicles to maintain equal utilization of the buses in both hours and miles.

4.2.1.2. The Contractor shall not operate the City's transit vehicles in revenue service outside the hours of operation except for maintenance or with the express, written approval of the City Administrator.

4.2.1.3. The City shall provide all available owner's manuals, preventative maintenance documents, warranty information documents and maintenance records to the Contractor.

4.2.1.4. The City reserves the right to inspect transit vehicles and all transit vehicle records during business hours.

4.2.2. Complementary ADA Paratransit Vehicles: The City will own and furnish the Contractor with two (2) 2015 Dodge Grand Caravan minivans, as shown in Exhibit T, City of Conroe Revenue Vehicle Inventory, for the duration of the contract plus any extensions. The minivans were modified by Lonestar Handicap Vans, LLC, to comply with ADA accessibility requirements.

4.2.2.1. The Contractor shall use the minivans solely for complementary ADA paratransit service. The minivans and spare fixed route vehicles may serve as spares for scheduled and unscheduled maintenance of the complementary ADA paratransit vehicles. The Contractor shall rotate the use of the minivans to maintain equal utilization of the minivans in both hours and miles.

4.2.2.2. The Contractor shall not operate the City's transit vehicles in revenue service outside the hours of operation except for maintenance or with the express, written approval of the City Administrator.

4.2.2.3. The City shall provide all available owner's manuals, preventative maintenance documents, warranty information documents, and maintenance records to the Contractor.

4.2.2.4. The City reserves the right to inspect transit vehicles and all transit vehicle records during business hours.

- 4.2.2.5. The Contractor shall be responsible for maintaining satisfactory continuing control of all City-furnished vehicles. Continuing control includes, but is not limited to, proper use (maintenance, operation and safety), safeguarded (security), and used solely for authorized purposes.

4.3. Contractor-Furnished Vehicles:

- 4.3.1. The Contractor must furnish vehicles for the following services and conditions.

- 4.3.1.1. Reliably provide existing service, service expansion, and vehicle replacement for fixed route service.

- 4.3.1.2. Reliably provide existing service, service expansion, and vehicle replacement for ADA paratransit service.

- 4.3.1.3. Reliably provide startup service, service expansion, and vehicle replacement for commuter service.

- 4.3.1.4. All Contractor-furnished vehicles must pass a vehicle inspection, which is performed by the City, prior to revenue service. The Contractor must resolve any deficiencies prior to starting revenue service.

- 4.3.2. The Contractor may use Contractor-furnished vehicles to provide transportation services on days and during hours when the Service is not in operation. The Contractor must not provide other transportation services at the risk of not meeting the Performance Standards herein.

- 4.3.3. The City reserves the right to inspect transit vehicles and all transit vehicle records during business hours.

- 4.3.4. General Vehicle Technical Specifications:

- 4.3.4.1. All vehicles must meet or exceed all applicable Federal, state and local regulations including, but not limited to, Federal Motor Vehicle Safety Standards (FMVSS) and regulations, Federal Motor Carrier Safety Administration (FMCSA) rules and regulations, and the

- 4.3.4.2. All vehicles must meet or exceed the ADA accessibility requirements under 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

- 4.3.4.2.1. Wheelchair lift(s) shall be self-contained fully automatic electro-hydraulic lifts rated for a minimum net test load capacity of 600 pounds.

- 4.3.4.2.2.** Each bus shall include wheelchair securement area(s) for a minimum of two (2) wheelchairs. Flip seats or other collapsible seating shall remain in place when the wheelchair securement area is not in use.
- 4.3.4.2.2.1.** The securement areas shall be clearly marked and signed to instruct other passengers to make them available for wheelchair use.
- 4.3.4.2.2.2.** The securement belts shall be retractable, securely anchored to the bus and feature positive locking mechanisms. When not in use the belts shall be stored as to not create a hazard to passengers and the driver.
- 4.3.4.2.2.3.** Wheelchair occupant restraints shall be a combination lap and shoulder belt with an adjustable height shoulder.
- 4.3.4.3.** All vehicles must meet or exceed Environmental Protection Agency (EPA) standards for non-attainment areas including the NOx emission standard of 0.2 grams per brake horsepower-hour.
- 4.3.4.4.** All vehicles shall be equipped with fully functioning heating and air-conditioning system. The system shall meet the following operating requirements and be subject to the following inspection requirements:
- 4.3.4.4.1.** The system shall have sufficient capacity to maintain an inside temperature of 70 degrees Fahrenheit plus or minus three (+/- 3) degrees throughout the bus when in heat mode with an outside temperature of 32 degrees Fahrenheit.
- 4.3.4.4.2.** The system shall have sufficient capacity to maintain an inside temperature of 70 degrees F plus or minus three (+/- 3) degrees throughout the bus when in air-conditioning mode with an outside temperature of 100 degrees Fahrenheit.
- 4.3.4.4.3.** Without advance notice to the Contractor, the City may conduct onboard heating and air-conditioning performance inspections on any bus in service. The inspections will include recording temperatures at four different locations on the bus throughout any selected service trip. The Contractor shall be required to remove from service any bus not passing the performance inspection until the heating and air-conditioning meets the performance inspection requirements.
- 4.3.4.5.** All vehicles, except ADA paratransit vehicles, shall have a stop request system. The system shall include: a pull cord; a chime; a visual display in the view of the driver; and a "STOP REQUESTED" sign, which is mounted at the front of the vehicle. The pull cord shall run the length of the seated area on both sides of the vehicle and be accessible to all passengers including

passengers seated in wheelchairs. The chime shall sound, the driver's visual display shall activate and "STOP REQUESTED" sign shall illuminate when the cord is pulled and the display and sign will cancel when passenger door is opened.

- 4.3.4.6.** All vehicles shall be equipped with a communication system. The communication system shall include two-way radio or cellular telephone for communication between the bus operator and the Contractor's dispatcher and supervisory personnel and a public address system, excluding ADA paratransit vehicles, for communicating to passengers, which includes interior speakers throughout the bus and an exterior speaker at the passenger door. The Contractor shall be responsible for ensuring the communication system is fully functioning on any vehicle placed in service.
- 4.3.4.7.** A passenger door shall be provided in the right side of the vehicles for passenger ingress and egress. The door shall be located so the driver is able to monitor the collection of fares, excluding ADA paratransit vehicles. A separate door may be provided for wheelchair access.
- 4.3.4.8.** All vehicles, excluding ADA paratransit vehicles, shall be equipped with ADA-compliant destination signs located on the front and passenger door side of the vehicle. The Contractor shall be responsible for programming the sign with up to ten (10) messages, as specified by the City.
- 4.3.4.9.** All vehicles shall have the City logo, City branding and lettering on the exterior. The Contractor shall obtain written approval of the logo, branding, lettering, and placement prior to final application on the vehicles. The logo, branding and lettering shall meet the following requirements:

 - 4.3.4.9.1.** The logo, as shown in **EXHIBIT S**, Conroe Connection Logo and Branding, shall be placed on the front, rear and both sides of the vehicles, excluding ADA paratransit vehicles, which shall have the logo placed on the sides;
 - 4.3.4.9.2.** "Transit Service operated for the City of Conroe by <insert name of Contractor>" shall be placed on each side of the vehicles; and
 - 4.3.4.9.3.** A unique bus number shall be placed on the front and rear of the vehicles.
- 4.3.4.10.** All vehicles, excluding ADA paratransit vehicles, shall include a steel and aluminum Diamond Fare Box, Model SV, or equivalent. The fare box shall be located so the seated driver can view the fares dropped in the fare box and entering passengers can deposit fares.
- 4.3.4.11.** Passenger windows shall be tinted to the maximum legal limit.

- 4.3.4.12.** Brochure holders, which can hold documents 8-1/2 inches by 11 inches, shall be conveniently located for passengers and passengers with disabilities.
- 4.3.4.13.** A nameplate shall be placed in the interior of the vehicles showing the name of the operator on any given run. The name plate shall be affixed front and above the front window of the bus or at any visible location in the ADA paratransit vehicles. The operator's first initial and last name shall be displayed on the nameplate in letters at least one (1) inch tall.
- 4.3.4.14.** All vehicles shall have the following safety equipment on each vehicle:
- 4.3.4.14.1.** Ten (10) pound, rechargeable, dry chemical fire extinguisher;
 - 4.3.4.14.2.** Fully stocked first aid kit;
 - 4.3.4.14.3.** Three (3) folding triangle reflectors with storage container;
 - 4.3.4.14.4.** One (1) triangular wheel chock; and
 - 4.3.4.14.5.** Bodily fluids clean up kit.
- 4.3.5. Fixed Route Vehicles:**
- 4.3.5.1.** In addition to City-furnished fixed route vehicles, the Contractor must furnish fixed route vehicles for the duration of the contract and contract extension to reliably provide the service identified in **EXHIBIT A**, Fixed Route Bus Service with ADA Complementary Paratransit Service Information, and service expansions described herein. School buses are not acceptable.
- 4.3.5.2.** The Contractor shall furnish fixed route vehicles for the duration of the contract and contract extensions for use as spares for scheduled and unscheduled maintenance. These spare vehicles shall meet the same minimum vehicle standards, general vehicle technical specifications and specific vehicle technical specifications as the over the fixed route vehicles in daily service.
- 4.3.5.3. Replacement Vehicles:**
- 4.3.5.3.1.** Due to the age, mileage and wear and tear, the Contractor shall replace one (1) fixed route service vehicle in Year Three of the contract and one (1) fixed route service vehicle in Year Four of the contract. The replacement vehicles shall meet the standards and specifications as state herein.
 - 4.3.5.3.2.** During Year One of the contract, the City will prepare a Transit Asset Management Plan, which will set an average useful life goal for the fixed

route service vehicles. This goal may change the planned vehicle replacement schedule for the fixed route service vehicles and the Contractor shall comply with the new replacement schedule.

4.3.5.4. Fixed Route Vehicle Technical Specifications:

4.3.5.4.1. Glaval Titan II Low Floor 28 foot vehicle, **EXHIBIT T**, Glaval Titan II Order, or equal.

4.3.5.4.2. The vehicles must carry a minimum of 30 seated ambulatory passengers, not including driver, plus space for two (2) wheelchairs.

4.3.5.4.3. Seating material shall be transportation grade fabric or higher quality.

4.3.6. Complementary ADA Paratransit Vehicles:

4.3.6.1. In addition to City-furnished ADA paratransit vehicles, the Contractor must furnish ADA paratransit vehicles for the duration of the contract and contract extension to reliably provide the service identified in **EXHIBIT A**, Fixed Route Bus Service with ADA Complementary Paratransit Service Information, and service expansions described herein. School buses are not acceptable.

4.3.6.2. The Contractor shall furnish ADA paratransit vehicles for the duration of the contract and contract extensions for use as spares for scheduled and unscheduled maintenance. These spare vehicles shall meet the same minimum vehicle standards, general vehicle technical specifications and specific vehicle technical specifications as the ADA paratransit vehicles in daily service.

4.3.6.3. Replacement Vehicles:

4.3.6.3.1. Due to the age, mileage and wear and tear, the Contractor shall replace two (2) ADA paratransit service vehicles (minivans) in Year Three of the contract. The replacement vehicles shall meet the standards and specifications as state herein.

4.3.6.3.2. During Year One of the contract, the City will prepare a Transit Asset Management Plan, which will set an average useful life goal for the ADA paratransit service vehicles. This goal may change the planned vehicle replacement schedule for the ADA paratransit service vehicles and the Contractor shall comply with the new replacement schedule.

4.3.6.4. ADA Paratransit Vehicle Technical Specifications:

4.3.6.4.1. Dodge Grand Caravan ADA Accessible vehicle, **EXHIBIT U**, Dodge Grand Caravan Order, or equal.

4.3.6.4.2. The vehicles must carry a minimum of six (6) seated ambulatory passengers, not including driver, but including space for two (2) wheelchairs.

4.3.7. Commuter Vehicles

4.3.7.1. The Contractor must furnish over the road commuter coaches for the duration of the contract and contract extension to reliably provide the service identified in **EXHIBIT B**, Commuter Bus Service Information and service expansions described herein. School buses are not acceptable.

4.3.7.2. The Contractor shall furnish over the road commuter coaches for the duration of the contract and contract extensions for use as spares for scheduled and unscheduled maintenance. These spare vehicles shall meet the same minimum vehicle standards, general vehicle technical specifications and specific vehicle technical specifications as the over the road commuter coaches in daily service.

4.3.7.3. During Year One of the contract, the City will prepare a Transit Asset Management Plan, which will set an average useful life goal for the Commuter service vehicles. This goal may change the Contractor's planned vehicle replacement schedule for the Commuter service vehicles, but the Contractor shall comply with the new replacement schedule.

4.3.7.4. Commuter Vehicle Technical Specifications:

4.3.7.4.1. All commuter vehicles must be three-axle, automatic transmission, diesel powered, approximately 40 to 45 feet long and 102 inches wide.

4.3.7.4.2. The commuter vehicles must carry a minimum of 50 seated ambulatory passengers, not including driver, plus space for two (2) wheelchairs.

4.3.7.4.3. Seating shall be high-back and specifically designed for commuter or over the road coach applications. Each seat will include armrests.

4.3.7.4.4. Seating material shall be transportation grade fabric or higher quality.

4.3.7.5. All commuter vehicles must maintain a sustained minimum speed of 55 miles per hour fully loaded with passengers.

4.3.7.6. Six (6)-camera interior and exterior video monitoring system.

4.4. Operations: The Contractor shall only place in service transit vehicles meeting or exceeding the following minimum requirements.

4.4.1. Current registration and inspection. The Contractor shall notify the City thirty (30) days prior to expiration.

4.4.2. Fully operational safety items including, but not limited to, lights, brakes, horn, tires, seat belts and safety equipment, as specified herein.

4.4.3. Fully functional heating and air-conditioning system, wheelchair ramp, wheelchair tie down, securement belts, flip seats, communication system, fare collection equipment, and destination signs.

4.4.4. Clean interior and exterior.

4.4.4.1. Clean all dirt and accumulated grime weekly or as needed.

4.4.4.2. Sweep floors and vacuum seats every service day.

4.4.4.3. Clean windows every service day.

4.4.4.4. The Contractor shall use cleaning products as specified by the original equipment manufacturer (OEM). The City has the right to inspect and approve any cleaning products not specified by the OEM.

4.4.5. Free of body damage, missing or unpainted panels and interior and exterior graffiti.

4.4.6. Free from roaches and other vermin. The Contractor is expressly prohibited from using any vermin control product that would be hazardous to the health and well-being of the passengers and operator of the bus. Extermination or vermin spray shall be scheduled to assure there are no offensive odors during service hours.

4.5. Safety Equipment: The Contractor shall maintain the following safety equipment on each bus.

4.5.1. Ten (10) pound, rechargeable, dry chemical fire extinguisher.

4.5.2. Fully stocked first aid kit.

4.5.3. Three (3) folding triangle reflectors with storage container.

4.5.4. One (1) triangular wheel chock.

4.5.5. Bodily fluids clean up kit.

4.5.6. Public address system.

4.5.7. Two-way communication system.

4.5.8. Back-up warning device, if installed.

4.5.9. Six (6)-camera interior and exterior video monitoring system, if installed.

4.6. Maintenance: The Contractor shall perform, or cause to be performed, all inspection, repair, maintenance and replacement services for all transit vehicles including fixed route, complementary ADA paratransit and commuter vehicles. The City shall have immediate and unrestricted access to all Contractor's and subcontractor's maintenance facilities between the hours of 8:00 AM and 5:00 PM (business hours), Monday through Friday to include access to vehicles, and associated maintenance records.

4.6.1. Maintaining revenue service vehicles or equipment used in revenue service is a safety-sensitive function. The Contractor and/or subcontractor shall be responsible for complying with FTA drug and alcohol requirements as specified in **EXHIBIT G**, Federally Required Contract Clauses, for employees and subcontractors in safety sensitive positions.

4.6.2. The Contractor shall have all required technical capability, facilities, and equipment to perform all inspections and scheduled and unscheduled maintenance including, but not limited to, electrical, mechanical, heating and air-conditioning system, equipment required for ADA accessibility, heavy repair, power train repair, body work of any type, painting, major and minor cleaning, and pest control necessary to maintain the buses and buses designated as spares in a safe, reliable, fully-functional, fully-operational, and well-maintained condition.

4.6.3. The Contractor must have a Maintenance Program for all transit vehicles and the program must be approved by the City prior to start of service. The program must track and document all scheduled maintenance, which is based on the original equipment manufacturers (OEM) preventative maintenance intervals and associated inspections and services, and unscheduled maintenance, which results from breakdowns, accidents, deficiencies noted in the vehicle inspection log, warranty repairs and recalls, performed on each transit vehicle. The program must also track and document parts, fuel and oil usage, maintenance and repair expenses and labor for each transit vehicle. The program must generate a vehicle maintenance record for each vehicle during the life of the Contract. The Contractor shall provide a copy of all maintenance records to the City for City-owned vehicles upon Contract completion, including any extensions, or termination.

4.6.4. The Contractor shall provide all fuel, oil, lubricants, materials and supplies, trailers, towing vehicles, and special tools necessary to perform repair and preventive maintenance. When major repairs are required for City-owned transit vehicles, the Contractor shall use only parts that meet or exceed Original Equipment Manufacturer (OEM) Specifications. All costs associated with maintenance and repairs are the responsibility of the Contractor.

- 4.6.5.** The Contractor shall properly maintain all transit vehicles including a clean interior, a clean exterior, sufficient fuel for the day's schedule, routine maintenance, State Inspections, and any other maintenance to keep the buses clean and in working order. Each driver shall perform a pre-trip and post-trip inspection and record the results on a vehicle inspection log. All fluid levels of each vehicle must be checked daily and refilled as necessary. All exterior and interior lights are to be inspected and replaced as required. Each vehicle shall be free of outer body and interior damages (e.g., dents, torn upholstery, worn flooring) at all times. The Contractor shall be required to maintain the interior and exterior paint, including spot painting, decal replacement and, when necessary, painting the entire vehicle. Paints used shall be compatible with the existing finish. All overspray shall be removed after any bodywork or touch-up painting is completed.
- 4.7. Vehicle Breakdown:** The Contractor shall maintain procedures in the event of a vehicle breakdown. The Contractor shall be responsible for taking immediate action to continue the transportation of the passengers to their destination with as little delay as possible. The Contractor is solely responsible for retrieval and repair of any vehicle that goes out of service for any reason. The City will not provide or reimburse the Contractor for any retrieval, towing, and/or repair services.
- 5. NON-TRANSIT VEHICLES, FACILITIES, EQUIPMENT AND MATERIALS:** The Contractor shall provide all non-transit vehicles, facilities, equipment, and materials for the operation of Service including, but not limited to: non-transit vehicles, maintenance and storage facilities, equipment, furnishings, parts, materials, supplies, fuel, and tools.
- 5.1. Facilities:** The Contractor shall provide all facilities necessary to provide Service under this Contract. Facilities required may include, but are not limited to office, vehicle maintenance, vehicle storage, dispatching, and vehicle inspection.
- 5.1.1.** The Contractor shall be responsible for payment of all rents/leases, utilities, and insurance, and providing all furnishings, equipment, and supplies associated with the facilities.
- 5.1.2.** The facilities shall meet all Federal, state, and local guidelines/regulations for safety and accessibility including, without limitation, fire and building codes, OSHA requirements, air and water quality regulations, local environmental requirements, and the Americans with Disabilities Act of 1990 requirements.
- 5.1.3.** Unless the Contractor operates the motor coaches for transportation services during midday when the commuter bus service is not in operation, the Contractor shall store and/or maintain the motor coaches inside IH 610 (Loop). Not meeting this requirement will directly limit the amount of federal funding available for the commuter service. As a result, the total long-term cost to the City will increase.

6. DRIVER REQUIREMENTS AND QUALIFICATIONS: The City's primary concern is passenger safety, as well as passenger comfort and satisfaction. The Contractor's drivers shall be responsible for complying with the following requirements and qualifications.

6.1. Transit Service Requirements: All drivers employed to perform services under the terms of this Contract shall comply the following requirements.

6.1.1. Enforcing Conroe Connection Transit Service rules and guidelines.

6.1.2. Operating on-time in accordance with schedules provided by the City.

6.1.3. Providing Professional, courteous, and safe Service.

6.1.4. Wearing clean and neatly pressed clothing and displaying identification in the vehicle.

6.1.5. Assisting passengers with mobility devices and/or wheelchairs to board the vehicle, properly securing mobility devices and/or wheelchairs with the tie down straps and securing passengers with seat belts.

6.1.6. Operating ADA-accessible equipment.

6.1.7. Asking all passengers to wear seatbelts and assisting passengers, if requested.

6.1.8. Performing pre-trip and post-trip vehicle inspections daily and documenting the results in a vehicle inspection log. The City shall have immediate and unrestricted access to daily inspection logs during normal business hours.

6.1.9. Collecting appropriate fares in accordance with City Fare Structure and Farebox Procedures, **EXHIBIT V**.

6.1.10. Reporting daily passenger boardings.

6.1.11. Keeping vehicle equipped with a rechargeable fire extinguisher, fully replenished first aid kit, three (3) triangle reflectors, one (1) triangular wheel chock, and bodily fluids clean up kit.

6.1.12. Distributing customer service surveys to passengers.

6.2. Complementary ADA Paratransit Service Requirements: All drivers employed to perform services under the terms of this Contract must comply the following requirements.

6.2.1. Waiting five (5) minutes after the arrival time before reporting a no-show to the dispatcher.

6.2.2. Notifying dispatcher about all refused pickups.

6.2.3. Notifying dispatcher about all late or missed pickups.

6.3. Qualifications: All drivers employed to perform services under the terms of this Contract must meet the following qualifications. The Contractor must keep records demonstrating driver qualifications on file.

6.3.1. Minimum age of 25 years.

6.3.2. Continuous possession of a valid driver's license for the preceding five (5) years.

6.3.3. Valid Class "B" Commercial Driver's License with endorsements and Medical Certificate for drivers of 15-Passenger, or greater, Buses.

6.3.4. No more than two (2) traffic citations for moving violations in the preceding three (3) years.

6.3.5. No DWI/DUI convictions in the preceding three (3) years.

6.3.6. No felony convictions.

6.3.7. Certificate or other evidence of satisfactory completion of a defensive driving course within the preceding twelve (12) months.

6.3.8. A minimum of 10-hours of training in passenger sensitivity and defensive driving. This training shall include Passenger Assistance Techniques (PAT) or equivalent training.

6.3.9. Ability to read, write and speak the English language fluently.

7. ADMINISTRATIVE REQUIREMENTS: The Contractor shall provide management, supervision, employee development and training program, accounting, fare collection and processing and operating procedures for Service.

7.1. The Contractor shall designate a primary point of contact for communicating with the City. The point of contact shall be easily accessible by work phone, cell phone and/or email. The point of contact must have contractual authority to act for the Contractor and shall supervise on-time performance, and operations, adhere to procedures, and maintain quality of service.

7.2. The Contractor shall comply with the City of Conroe Code of Conduct for FTA Funded Procurement, **EXHIBIT E**, Program Fraud and False or Fraudulent Statements and Related Acts, **EXHIBIT G**, Federally Required Contract Clauses, and Government-wide Debarment and Suspension, **EXHIBIT G**, Federally Required Contract Clauses.

- 7.3.** The Contractor shall be responsible for complying with FTA drug and alcohol requirements as specified in **EXHIBIT G**, Federally Required Contract Clauses, for employees and subcontractors in safety sensitive positions.
- 7.3.1.** The Contractor shall not begin operation of Service until the City has reviewed and approved Contractor's and subcontractor's Policy Statement and prevention of alcohol misuse and prohibited drug use plans. The Contractor shall be responsible for complying with their plan throughout the term of the Contract and any Contract extensions. The Contractor shall also be responsible for subcontractors complying with their own plans.
- 7.3.2.** The Contractor shall consult with the City on the selection of a certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium.
- 7.3.3.** The Contractor shall certify online annually its compliance with Part 655 and submit the Management Information System (MIS) reports annually to City.
- 7.3.4.** The Contractor shall provide training for safety sensitive employees. The FTA drug and alcohol testing regulation (655.14) requires each covered employer to establish an education and training program for all covered employees. The program must include a general education component, training for all safety-sensitive employees, and training for all supervisors and/or other company officers authorized by the employer to make reasonable suspicion determinations.
- 7.3.5.** In addition to with FTA drug and alcohol requirements, the City has a zero tolerance policy for any employee testing positive for a controlled substance except under instructions of a physician, who has advised the employee that the substance does not adversely affect the employee's ability to perform his or her job safely. City also has a zero tolerance policy for any employee testing positive for alcohol while the employee is on-duty. If any employee tests positive for a controlled substance and/or alcohol, the Contractor shall remove the employee from performing any work under the City's Agreement for the term of the Agreement. The zero tolerance policy also applies to subcontractors.
- 7.4.** The Contractor shall be responsible for conducting pre-employment and annual Department of Motor Vehicle (DMV) and criminal background checks to verify drivers meet all qualifications herein.
- 7.5.** The Contractor shall immediately remove any driver from operating any vehicles under the Contract for any one of, but not limited to, the following reasons.
- 7.5.1.** Operating a transit vehicle in service in an unsafe or unprofessional manner, in violation of safety rules and regulations, or security policies, guidelines, and procedures.

- 7.5.2.** Committing an unsafe or unprofessional act while on duty.
- 7.5.3.** Failure to submit to or pass any test for drug or alcohol use.
- 7.5.4.** Failure to comply with FTA policies on use or possession of alcohol and controlled substances.
- 7.5.5.** Revocation, suspension, or non-renewal of a valid Texas driver's license or chauffeur's license.
- 7.5.6.** Two (2) moving violations or accidents.
- 7.5.7.** Conviction of any DWI/DUI or felony offense.
- 7.5.8.** Verified discourteous or inappropriate remarks to a passenger.
- 7.5.9.** Use of a personal cell phone while operating a transit vehicle.
- 7.6.** The Contractor shall monitor and evaluate all operations, routes, schedule performance, and systems and procedures, including safety statistics and security information. The Contractor shall be responsible for safety, security, loss prevention, accident prevention, and risk management.
- 7.7.** The Contractor shall assist the City with evaluating the need to modify the Service to meet change in demand, change in ridership and/or the need for new or reduced services. This evaluation will occur at least biannually, but not more than quarterly. Any changes to the Service will be formally documented in a modification to the Contract.
- 7.8.** The City's goal is to provide the most efficient and cost effective Service without compromising quality. The Contractor is requested to suggest modifications to the Scope of Services throughout the duration of the Agreement that reduce cost and/or improve quality and efficiency, but comply with all applicable Federal, state, and local requirements.
- 7.9.** The Contractor shall be responsible for documenting, maintaining, and implementing a formal employee development and training program. The Contractor shall obtain prior written approval by the City for the training program prior to start of Service. The Contractor shall document all program activities and retain the documents in accordance with the program. The City may audit the documentation in accordance with the program. The development and training program shall include, but not be limited to the following.
 - 7.9.1.** Bus operator training and retraining.
 - 7.9.1.1.** Training new operators.

- 7.9.1.2.** Retraining existing operators.
- 7.9.1.3.** Retraining existing operators whose performance falls below standards.
- 7.9.1.4.** Retraining existing operators involved in accidents.
- 7.9.1.5.** Defensive driving using Smith System or equivalent.
- 7.9.1.6.** Classroom instruction.
- 7.9.1.7.** Behind-the-wheel training under the supervision of an instructor certified in accordance with the respondents driver training program.
- 7.9.1.8.** In-service training.
- 7.9.1.9.** On-board safe driving checks.
- 7.9.1.10.** Monthly safety meetings.
- 7.9.1.11.** Safety radio messages.
- 7.9.1.12.** Communication techniques.
- 7.9.1.13.** Assisting passengers with disabilities.
- 7.9.1.14.** Safety awareness, which includes but is not limited to:
 - 7.9.1.14.1.** Personal safety;
 - 7.9.1.14.2.** Theft/robbery prevention;
 - 7.9.1.14.3.** Violence in the workplace; and
 - 7.9.1.14.4.** Assault prevention.
- 7.9.1.15.** Vehicle specific training to include, but not limited to:
 - 7.9.1.15.1.** Wheelchair and/or ramp systems;
 - 7.9.1.15.2.** Wheelchair restraint system;
 - 7.9.1.15.3.** Kneeling system;
 - 7.9.1.15.4.** Digital video recording system and cameras;
 - 7.9.1.15.5.** Rearview camera system;

- 7.9.1.15.6.** Reverse (proximity monitor for backing) sensor system; and
- 7.9.1.15.7.** Foldaway seats.
- 7.9.2.** Customer service, relations, and passenger awareness, which includes but is not limited to the sensitivities and diversities of the general public.
- 7.9.3.** Mechanic training for maintaining and repairing all components of the buses.
- 7.10.** The Contractor shall maintain two-way communication with drivers at all times to respond to incidents.
- 7.11.** The Contractor shall thoroughly and accurately account for and report all fares assessed and or collected on a daily basis in accordance herein. The accounting shall include the information for monthly reporting in accordance herein. The Contractor shall deliver to the City reports evidencing all fares assessed and/or collected for the Service. The Contractor shall comply with all generally accepted accounting principles.
- 7.12. Fare Processing:** The Contractor shall follow the Fare Processing Procedure, **EXHIBIT V**. The Contractor shall collect fares in the form of cash or ticket and in accordance with City's Fare Structure, **EXHIBIT V**. The Contractor shall not provide free Service except as established by the fare structure. Fare processing shall be solely the responsibility of the Contractor.
- 7.13. Incident:** The Contractor shall have written operating procedures for any incidents that may occur during the provision of the Contractor service herein. An incident includes, but is not limited to, major and non-major accidents, moving violation, medical emergency for passenger or driver, vehicle mechanical failure (breakdown), weather emergency and passengers exhibiting violent, disruptive, or illegal behavior. The Contractor shall notify the City as soon as possible of all incidents shown herein.
- 7.14. Customer Service:** The Contractor shall provide staff and a local telephone number for customer service needs during the normal operating hours of the Service. The Contractor's customer service responsibilities shall include, but are not limited to, providing schedule and service information, answering frequently asked questions and addressing passenger complaints in both English and Spanish.
- 7.15. Customer Complaints:** At a minimum, the contractor shall follow up each passenger complaint by telephone or with written correspondence, if necessary, within three (3) working days of receipt. If an investigation is required, the contractor will conduct an investigation and the passenger will be contacted by telephone or written correspondence regarding the results of the investigation. The Contractor shall notify the City immediately of any complaint alleging employee misconduct such as inappropriate conversation, touching or assault (physical or verbal).

7.16. Lost and Found: The Contractor shall provide and maintain a lost and found policy that will secure any passenger items left behind on a bus. Items shall be labeled with date and time of trip and kept in a secure location at the administration facility until claimed.

8. REPORTING: The Contractor shall collect data and submit reports to the City for use in evaluating the performance of the Contractor and Service. The reports shall include, but not be limited to, operations and maintenance, DBE Participation, Annual Service and U.S. DOT Drug and Alcohol Testing Management Information System (MIS). The City may audit or inspect the data and records used to generate all reports. All reports shall be legible, complete and delivered in digital format. The Contractor shall submit the reports in accordance with the following frequency and content.

8.1. Report Frequency and Format: The frequency of reporting is shown herein, but the City reserves the right to request additional data and information, which the Contractor must provide within three (3) working days. The Contractor’s format is acceptable, but must be approved by the City for content.

REPORT	FREQUENCY	DUE	CONTENT
Operations and Maintenance	Monthly	Due with Invoice	As specified herein
Operations and Maintenance	Annually	October 30 th for the prior partial or whole fiscal year	As specified herein
Contractor Payment (DBE Participation)	Monthly	Due with Invoice	As specified on the form
Boarding and Alighting	Monthly	Due with Invoice	As specified herein under trips
Commuter Transit Vehicle Report	Monthly	Due with Invoice	As specified on the form
Daily Operations and Ridership Report	Daily	12 PM the following business day	As specified herein
U.S. DOT Drug and Alcohol Testing MIS Data Collection	Online Annually	January 25 th for the prior partial or whole calendar year	As specified on the form
Major Accident	As required	Within 2 hours of occurrence	As specified on the form
Non-Major Accidents and Other Incidents	As required	Within 24 hours of occurrence	As specified on the form

8.2. Operations and Maintenance Reports: The Contractor shall collect data daily to create monthly and annual reports in a format acceptable to the City. The categories of data include fares, trips, miles and hours of service, safety and customer service, vehicle maintenance and service performance. The Contractor shall submit the data electronically in a form approved by the City.

8.2.1. Fares

Fares	Fixed Route	Paratransit	Commuter
Total Passenger Fares Collected (\$)	X	X	X
Number of Regular	X	X	X
Number of Ticket	X		X
Number of Half	X		X
Number of Free	X		X
Number of PCAs		X	
Number of Companion		X	

8.2.2. Trips

Trips	Fixed Route	Paratransit	Commuter
One-Way Trips (unlinked)	X	X	X
Declined Trips		X	
Missed Trips	X	X	X
Late Trips	X	X	X
Date of Trip		X	
Trip Origin Address		X	
Trip Origin Zip Code		X	
Trip Destination Address		X	
Trip Destination Zip Code		X	
Trip Purpose		X	
Trip Distance		X	
Scheduled Pickup Time		X	
Actual Pickup Time		X	
Scheduled Drop off Time		X	
Actual Drop off Time		X	
Boarding and Location			X
Alighting and Location			X
Odometer Reading at Each Stop			X

8.2.3. Days, Miles and Hours of Service

Miles and Hours of Service	Fixed Route	Paratransit	Commuter
Vehicles Operated in Maximum Service	X	X	X
Days of Service	X	X	X
Hours of Scheduled Service	X		
Hours of Missed Service	X		
Hours of Atypical Service	X		X
Average Daily Hours of Service	X	X	X
Miles of Scheduled Service	X	X	X
Miles of Missed Service	X	X	X

Miles of Atypical Service	X	X	X
Average Daily Miles of Service	X	X	X
Vehicle Hours			
- Revenue	X	X	X
- Deadhead	X	X	X
- Operator Training	X	X	X
- Maintenance Testing	X	X	X
- Fueling	X	X	X
- Lunch Breaks		X	
- Charter	X	X	X
Revenue Hours	X	X	X
Vehicle Miles			
- Revenue	X	X	X
- Deadhead	X	X	X
- Operator Training	X	X	X
- Maintenance Testing	X	X	X
- Fueling	X	X	X
- Lunch Breaks		X	
- Charter	X	X	X
Revenue Miles	X	X	X

8.2.4. Safety and Customer Service

Safety and Customer Service	Fixed Route	Paratransit	Commuter
Number of Reportable Incidents	X	X	X
Number of Injuries	X	X	X
Number of Fatalities	X	X	X
Number of Complaints	X	X	X

8.2.5. Vehicle Maintenance

Vehicle Maintenance	Fixed Route	Paratransit	Commuter
Major Mechanical Breakdowns	X	X	X
Minor Mechanical Breakdowns	X	X	X
Unit Number	X	X	X
Odometer Reading	X	X	X
Date Out of Service	X	X	X
Date Return to Service	X	X	X
Description of Problem	X	X	X
Vehicle PM Scheduled	X	X	X
Vehicle PM Performed On-Time	X	X	X

8.2.6. Service Performance

Service Performance	Fixed Route	Paratransit	Commuter
Average Trips per Day	X	X	X
Average Trips per Revenue Hour	X	X	X
Average Trips per Revenue Mile	X	X	X
On-Time (%)	X	X	X

- 8.3.** If there is DBE participation on the contract, then the Contractor shall submit a monthly Contractor Payment Report, **EXHIBIT L**, Post Award Forms, to the City.
- 8.4.** The Contractor shall submit a Daily Operations and Ridership Report by 12:00 PM the following business day. The report shall include: weather; unlinked trips by service type (fixed route, Ada paratransit and/or commuter); ticket type for paratransit service; driver by route and time of day; vehicle mileage, condition and location by vehicle number; driver notes/feedback; customer feedback; and task list/progress.
- 8.5.** The Contractor shall submit an executed U.S. DOT Drug and Alcohol Testing Management Information System Data Collection Form to the City annually for the prior calendar year in accordance with Drug and Alcohol Testing, **EXHIBIT G**, Federally Required Contract Clauses. The Contractor shall submit drug and alcohol testing data online at <https://damis.dot.gov/Login/Login.asp> and submit a copy to the City. The City will provide the Contractor with a user identification and password prior to the end of the prior calendar year.
- 8.6.** In the event of a major accident as defined herein, the Contractor shall submit a Major Accident Report, **EXHIBIT L**, Post Award Forms, or on a form approved by the City.
- 8.7.** In the event of a non-major accident or other incident as defined herein, the Contractor shall submit an Incident Report, **EXHIBIT L**, Post Award Forms, or on a form approved by the City.
- 8.8.** The Contractor shall submit a Commuter Transit Vehicle Report, **EXHIBIT L**, Post Award Forms, monthly. The report includes: Vehicle Make and Model; Engine Manufacturer, Engine Model Year; Actual Vehicle Miles; NOx Emission Factor for Engine^o (g/bhp-hr); VOC Emission Factor for Engine^o (g/bhp-hr); and CO Emission Factor for Engine^o (g/bhp-hr).

9. CONTRACTOR PERFORMANCE STANDARDS AND PAYMENT ADJUSTMENTS:

- 9.1.** The Contractor shall comply with the City’s performance standards. In the event the Contractor fails to comply with the minimum performance standards, adjustments in payment to the Contractor shall be assessed per occurrence and in the amounts stated herein.

- 9.2.** Adjustments for performance shall be assessed based on non-compliance with the performance standards as reported by the Contractor, communicated by passengers or documented by the City.
- 9.3.** Adjustment for failure to comply with performance standards shall be deducted from monies due, or which may thereafter become due, to the Contractor under the Contract. The Contractor shall make adjustments to invoicing accordingly. If the Contractor fails to make adjustments, the City will make the adjustments prior to issuing payment.
- 9.4.** If non-compliance with performance standards is determined by the City to have been caused by conditions not within the control of the Contractor, the City may waive adjustment.
- 9.5.** The City may adjust payments to the Contractor for non-compliance with performance standards for Service as follows:

9.5.1. Passenger Complaints:

- 9.5.1.1.** If passenger complaints exceed 15 validated complaints within a single month, then the City may demand a refund of the funds paid to the Contractor equal \$500.00. The Contractor shall be provided an opportunity to refute passenger complaints.
- 9.5.1.2.** If Contractor fails to respond to and report a complaint within three (3) working days of complaint, then the City may demand a refund of the funds paid to the Contractor equal \$50.00 per complaint.

9.5.2. On-Time Performance:

- 9.5.2.1. Fixed Route Bus Service:** If the Contractor does not maintain a monthly performance record of 90 to 100 percent on-time runs, as defined in paragraph 2.1, Fixed Route Bus Service, the Contractor will be assessed an amount calculated by multiplying the total amount invoiced for fixed route service by the percentage of runs not on-time.
- 9.5.2.2. Complementary ADA Paratransit Service:** If the Contractor does not maintain a monthly performance record of 90 to 100 percent on-time trips, as defined in paragraph 2.2, Complementary ADA Paratransit Service, the Contractor will be assessed an amount calculated by multiplying the total amount invoiced for paratransit service by the percentage of trips not on-time.
- 9.5.2.3. Commuter Bus Service:** If the Contractor does not maintain a monthly performance record of 90 to 100 percent on-time runs, as defined in paragraph 2.3, Commuter Bus Service, the Contractor will be assessed an amount calculated by multiplying the total amount invoiced for fixed route service by the percentage of runs not on-time.

9.5.3. Other Standards and Adjustments:

- 9.5.3.1.** If the Contractor fails to report an accident within two (2) hours of the accident, then the City may demand a refund of the funds paid to the Contractor equal \$250.00 per accident.
- 9.5.3.2.** If the Contractor fails to report an incident within 24 hours of incident, then the City may demand a refund of the funds paid to the Contractor equal \$50.00 per incident.
- 9.5.3.3.** In the case of a missed run or trip, the Contractor will be assessed a penalty equal to 100 percent of the estimated revenue earned for a single run or trip missed plus the value of one (1) revenue hour for the type of service (fixed route, ADA paratransit or commuter) missed.
- 9.5.3.4.** If a run or trip is made by a vehicle with a non-functioning heating and air conditioning system or wheelchair lift or which does not meet safety standards set out herein, the Contractor may be assessed a penalty of \$100.00 per occurrence.
- 9.5.3.5.** If a vehicle fails to complete a run or trip due to equipment failure or for any other reason within the control of the Contractor, the Contractor may not receive payment for that run or trip and may also be assessed a penalty equal to the revenue value of the run or trip plus the value of one (1) revenue hour for the type of service (fixed route, ADA paratransit or commuter) missed.
- 9.5.3.6.** If the number of vehicles available for Service falls below that required to operate all trips scheduled, the Contractor will be assessed a \$500.00 penalty per occurrence in addition to the penalty for any missed runs or trips.
- 9.5.3.7.** If the Contractor fails to perform preventative maintenance on City-provided transit vehicles within 500 miles of the scheduled preventative maintenance mileage, the Contractor will be assessed a \$50.00 penalty per occurrence.

PART V
PRICE, INSPECTION, INVOICING, AND PAYMENT

1. CONTRACT:

1.1. The City may enter into a contract resulting from the solicitation for five (5) consecutive years from the effective date of Contract, which shall remain in full force and effect unless and until it expires by operation of the term stated or until terminated or extended as provided herein. The City reserves the right to:

1.1.1. Enter into a contract resulting from the solicitation on or about August 1, 2017, for a period of five (5) years. The Contract term(s) shall start from the effective date of Contract, which shall start when the City issues the notice to proceed.

1.1.2. Extend Contract for two (2) one-year periods starting with Year Six.

1.1.3. Extend the Contract(s) up to 90 days past the Contract(s) term or extended term and require the Contractor to perform all services at the rate set forth in the initial contract or contract extension.

1.1.4. Review the following prior to the end of the initial Contract period:

1.1.4.1. Contractor performance;

1.1.4.2. Price;

1.1.4.3. Continuing need for the Contractor's service;

1.1.4.4. Advancements in technologies and/or service; and

1.1.4.5. Efficiencies in service.

1.1.5. Terminate Contract with cause or for convenience.

1.2. The Contractor recognizes the Service is vital to the City and the Contractor shall perform without interruption. Upon the expiration of the Contract, a successor Contractor and/or the City may continue the Service. The Contractor agrees to cooperate with the successor Contractor and/or the City to affect a timely transition to a successor.

2. PRICE: The Contractor pricing shall be firm for the duration of the Contract and extension except as provided for in the pricing and under Price Adjustments detailed herein. Total Contract price will be determined by adding the fixed costs plus the variable costs to derive a total price for the Contract and extension. The Contractor shall not exceed the price of Contract without prior written approval of the City. No separate line item charges shall be

permitted for either proposal or invoice purposes, which shall include equipment rental and costs associated with obtaining permits or any other extraneous charges.

- 3. PRICE ADJUSTMENTS:** The City may consider adjustments to the price for added federal governmental requirements related to Homeland Security and/or fuel price increases or decreases. All price increases are subject to City approval before they become effective.

3.1. The City and the Contractor shall agree to adjust the price up or down due to fuel price increases or decreases, which are based on the U.S. Department of Energy Information Administration Weekly Retail U.S. On-Highway Diesel Fuel Prices for the Gulf Coast (PADD 3). Fuel price used at commencement of Service shall be that of the indexed rate on the date of the contract. The link to the index is: <http://www.eia.gov/petroleum/gasdiesel/>.

3.1.1. When fuel prices increase at least ten percent (10%) from the indexed rate on the effective date of the contract or most recent increase/decrease, the Contractor may request a fuel price adjustment in writing, with the appropriate index documentation to justify the increase, at least seven (7) days prior to requested effective date.

3.1.2. When fuel prices decrease at least ten percent (10%) from the indexed rate on the effective date of the contract or most recent increase/decrease, the City may notify the Contractor of intent to decrease price due to fuel costs with the appropriate index documentation and a letter requesting the Contractor to submit the price adjustment to the City.

3.1.3. As of April 3, 2017, the prices for gasoline and diesel fuel were \$2.124 per gallon and \$2.414 per gallon, respectively.

- 4. INSPECTION:** All services performed and equipment used for Service by the Contractor or its subcontractors shall be subject to inspection and approval of the City at all times; but, such approval shall not relieve the Contractor of responsibility for the proper performance of its obligations under the Contract.

5. INVOICING:

5.1. The Contractor shall submit one (1) signed invoice by the 10th calendar day of each month for Service rendered during the previous calendar month to:

City of Conroe
Attn: Transportation Manager
P.O. Box 3066
Conroe, Texas 77305

5.2. The invoice shall not be deemed complete and payment shall not be authorized unless each of the following documents are provided in a form approved by the City:

5.2.1. Payment request in an amount correctly determined in accordance with the Contract less any fares collected and adjustments for performance, as specified herein;

5.2.2. Monthly Operations and Maintenance Report.

5.2.3. Monthly Contract Payment Report (DBE Participation), if applicable.

5.2.4. Monthly Boarding and Alighting Report for Commuter Service.

6. PAYMENT:

6.1. In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by the City to the Contractor will be made promptly within thirty (30) days of the date the City receives a correct invoice, as specified herein, for Service rendered.

6.2. The Contractor may charge interest on an overdue payment at the “rate in effect” on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by the City in the event:

6.2.1. There is a bona fide dispute between the City and the Contractor about the Service rendered that causes the payment to be late; or

6.2.2. There is a bona fide dispute between the Contractor and a subcontractor about the Service rendered that causes the payment to be late; or

6.2.3. The terms of a federal contract, grant, regulation, or statute prevent the City from making a timely payment with federal funds; or

6.2.4. The invoice is not submitted to City in strict accordance with any instruction herein relating to the invoice.

6.3. In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by the Contractor to a Subcontractor will be made promptly within ten (10) days of the date the Contractor receives payment from the City for Service rendered.

6.3.1. After 10 days, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is equal to the sum of one (1) percent and the prime rate, as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. The rate of interest is stated on the Texas Comptroller of Public Accounts’ Prompt Payment Overview of Requirements, https://fm.xcpa.state.tx.us/fm/pubs/purchase/prompt_pay/index.php?section=overview&page=rate.

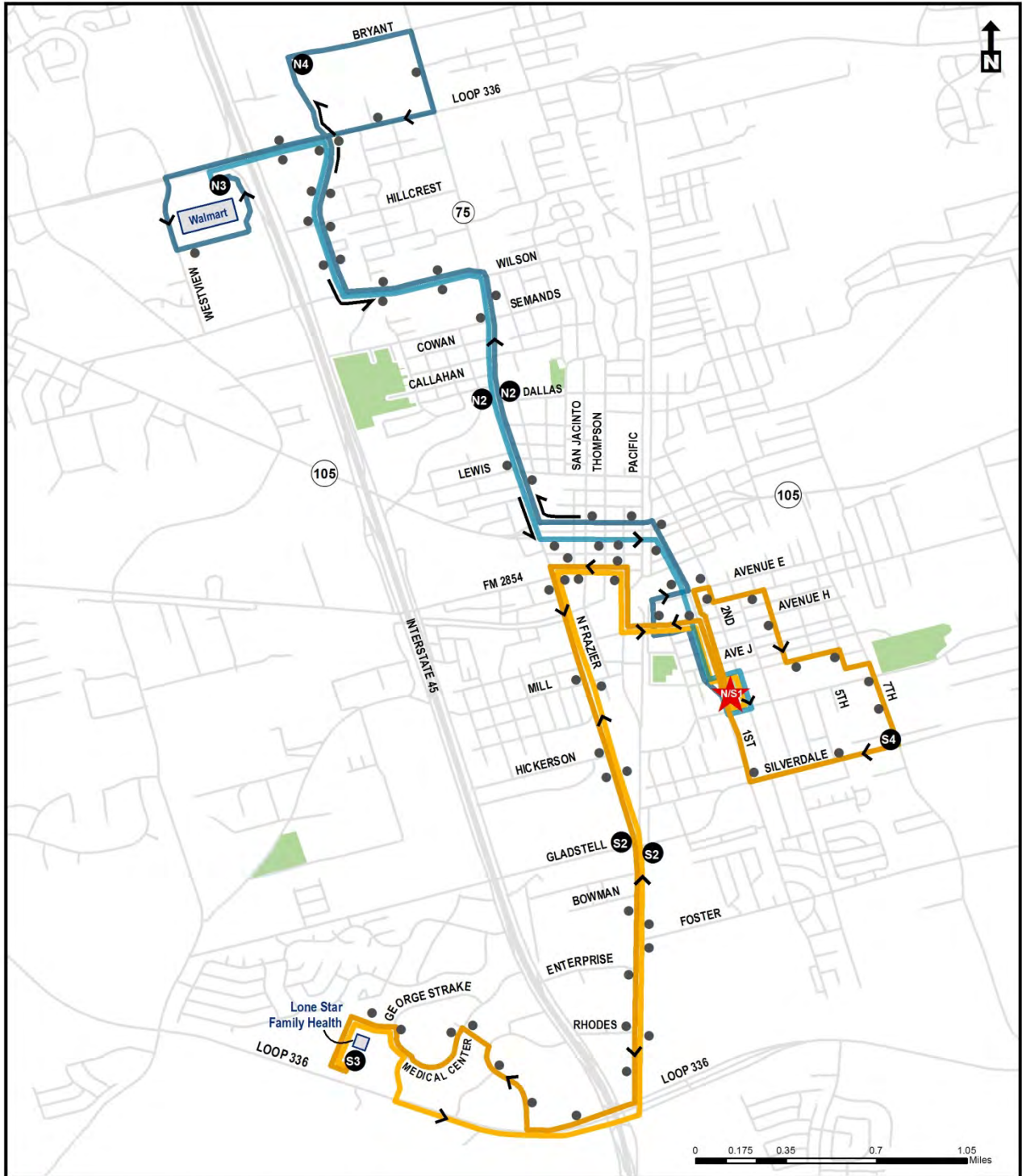
- 7. NON-APPROPRIATION:** Contract shall be a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate Contract at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly Service, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving the Contractor a written notice of termination at the end of its then current fiscal year.

EXHIBIT A
FIXED ROUTE BUS SERVICE WITH COMPLEMENTARY ADA
PARATRANSIT SERVICE INFORMATION

EXHIBIT A CONTENTS

- A.1. Fixed Route Service Map**
- A.2. Route 1 – Fixed Route Bus Service Time Points**
- A.3. Route 2 – Fixed Route Bus Service Time Points**
- A.4. Fixed Route Service Turning Movements**
- A.5. Conroe Connection Bus Detour Map**
- A.6. Fixed Route Service Map with Complementary ADA Paratransit Service Area**
- A.7. Fixed Route with Complementary ADA Paratransit Service Holiday Schedule for Calendar Years 2018 through 2023**



A.1 – FIXED ROUTE SERVICE MAP










- Inbound - Route 1 North Walmart
- Outbound - Route 1 North Walmart
- Inbound - Route 2 South
- Outbound - Route 2 South
- Bus Stop
- Timed Stop
- Transfer Point
- parks



**CITY OF CONROE
CONROE CONNECTION TRANSIT
FIXED ROUTE SERVICE**









A.2 – ROUTE 1 – FIXED ROUTE BUS SERVICE TIME POINTS


MONDAY THROUGH FRIDAY
7:00 AM TO 7:00 PM


ROUTE 1 – NORTH Walmart						
NB	NB	NB	NB	SB	SB	
Booker T. W. Park Depart	Frazier/ Dallas	Police/ Court	Walmart Arrival	Walmart Departure	Frazier/ Dallas	Booker T. W. Park Arrive
						
7:00	7:08	7:14	7:30	7:35	7:42	7:50
8:00	8:08	8:14	8:30	8:35	8:42	8:50
9:00	9:08	9:14	9:30	9:35	9:42	9:50
10:00	10:08	10:14	10:30	10:35	10:42	10:50
11:00	11:08	11:14	11:30	11:35	11:42	11:50
12:00 PM	12:08 PM	12:14 PM	12:30 PM	12:35 PM	12:42 PM	12:50 PM
1:00 PM	1:08 PM	1:14 PM	1:30 PM	1:35 PM	1:42 PM	1:50 PM
2:00 PM	2:08 PM	2:14 PM	2:30 PM	2:35 PM	2:42 PM	2:50 PM
3:00 PM	3:08 PM	3:14 PM	3:30 PM	3:35 PM	3:42 PM	3:50 PM
4:00 PM	4:08 PM	4:14 PM	4:30 PM	4:35 PM	4:42 PM	4:50 PM
5:00 PM	5:08 PM	5:14 PM	5:30 PM	5:35 PM	5:42 PM	5:50 PM
6:00 PM	6:08 PM	6:14 PM	6:30 PM	6:35 PM	6:42 PM	6:50 PM

A.3 – ROUTE 2 – FIXED ROUTE BUS SERVICE TIME POINTS


MONDAY THROUGH FRIDAY
7:00 AM TO 7:00 PM


ROUTE 2 – SOUTH Lone Star Family Health							
SB	SB	SB	SB	SB	NB	NB	
Booker T. W. Park	7th / Silverdale	Booker T. W. Park	Frazier/ Gladstell	Family Medicine	Family Medicine	Frazier/ Gladstell	Booker T. W. Park
Depart				Arrive	Depart		Arrive
							
7:00	7:06	7:10	7:17	7:30	7:35	7:42	7:52
8:00	8:06	8:10	8:17	8:30	8:35	8:42	8:52
9:00	9:06	9:10	9:17	9:30	9:35	9:42	9:52
10:00	10:06	10:10	10:17	10:30	10:35	10:42	10:52
11:00	11:06	11:10	11:17	11:30	11:35	11:42	11:52
12:00	12:06	12:10	12:17	12:30	12:35	12:42	12:52
1:00 PM	1:06 PM	1:10 PM	1:17 PM	1:30 PM	1:35 PM	1:42 PM	1:52 PM
2:00 PM	2:06 PM	2:10 PM	2:17 PM	2:30 PM	2:35 PM	2:42 PM	2:52 PM
3:00 PM	3:06 PM	3:10 PM	3:17 PM	3:30 PM	3:35 PM	3:42 PM	3:52 PM
4:00 PM	4:06 PM	4:10 PM	4:17 PM	4:30 PM	4:35 PM	4:42 PM	4:52 PM
5:00 PM	5:06 PM	5:10 PM	5:17 PM	5:30 PM	5:35 PM	5:42 PM	5:52 PM
6:00 PM	6:06 PM	6:10 PM	6:17 PM	6:30 PM	6:35 PM	6:42 PM	6:52 PM
7:00 PM	7:06 PM	7:10 PM					

A.4 – FIXED ROUTE SERVICE TURNING MOVEMENTS

ROUTE 1 – NORTH Walmart

Outbound

Start northbound 1st Street at Transfer Point N/S1 (Booker T.W. Park)
Left Avenue G
Right Park Place
Right Avenue E
Left 1st Street
Left W Phillips Street
Right N Frazier Street
Left Wilson Road
Right Plantation Drive
Right Drennan Road
Right N Frazier Street
Right North Loop 336/Cartwright Road
Left Westview Blvd
Left immediately before the Lowe's sign
Left behind Sam's Club
Left north end of Walmart
End at Time Point N3 (Walmart)

Inbound

Start at Time Point N3 (Walmart)
Right to Walmart exit
Right North Loop 336/Cartwright Road
Right Plantation Drive
Left Wilson Road
Right N Frazier Street
Left W Davis Street
Right N 1st Street
Left MLK Place North
Right 2nd Street
Right Avenue M (aka MLK Place South)
Right 1st Street
End northbound at Transfer Point N/S1 (Booker T.W. Park)

ROUTE 2 – SOUTH Lone Star Family Health

Outbound

Start northbound 1st Street at Transfer Point N/S1 (Booker T.W. Park)
Right Avenue E
Right 2nd Street
Left Avenue F
Right 4th Street

Left MLK Place
Right 6th Street
Left Avenue L
Right 7th Street
Right Silverdale Drive
Right 1st Street
Left Avenue G
Right S Main Street
Left Metcalf Street
Left N Frazier Street
Right South Loop 336
Right River Pointe
Left Riverwood Court
Left Medical Center Blvd
Continue on George Strake Blvd
Left into Lone Star Health Center Parking Lot (drop off in front of center)
Left Conroe Medical Drive
Left into Conroe Family Medicine Parking Lot
End Conroe Family Medicine / Veteran's Administration Clinic at Time Point S3 (Family Med)
(drop off in front of facility)

Inbound

Start at Conroe Family Medicine / Veteran's Administration Clinic at Time Point S3 (Family Med)
Right Conroe Medical Drive
Right into Lone Star Health Center Parking Lot (stop only on request)
Right George Strake Blvd
Right Medical Center Blvd
Left South Loop 336
Left S Frazier Street
Right Collins Street
Continue on Metcalf Street
Right S Main Street
Left Avenue G
Right 1st Street
Left MLK Place North
Right 2nd Street
Right Avenue M (aka MLK Place South)
Right 1st Street
End northbound at Transfer Point N/S1 (Booker T.W. Park)

A.5 – CONROE CONNECTION BUS DETOUR MAP

The Conroe Connection bus detour is implemented in the event of extreme weather conditions or obstructions in the daily bus route. Please call Ride Right at 1-844-299-6242 for additional information.

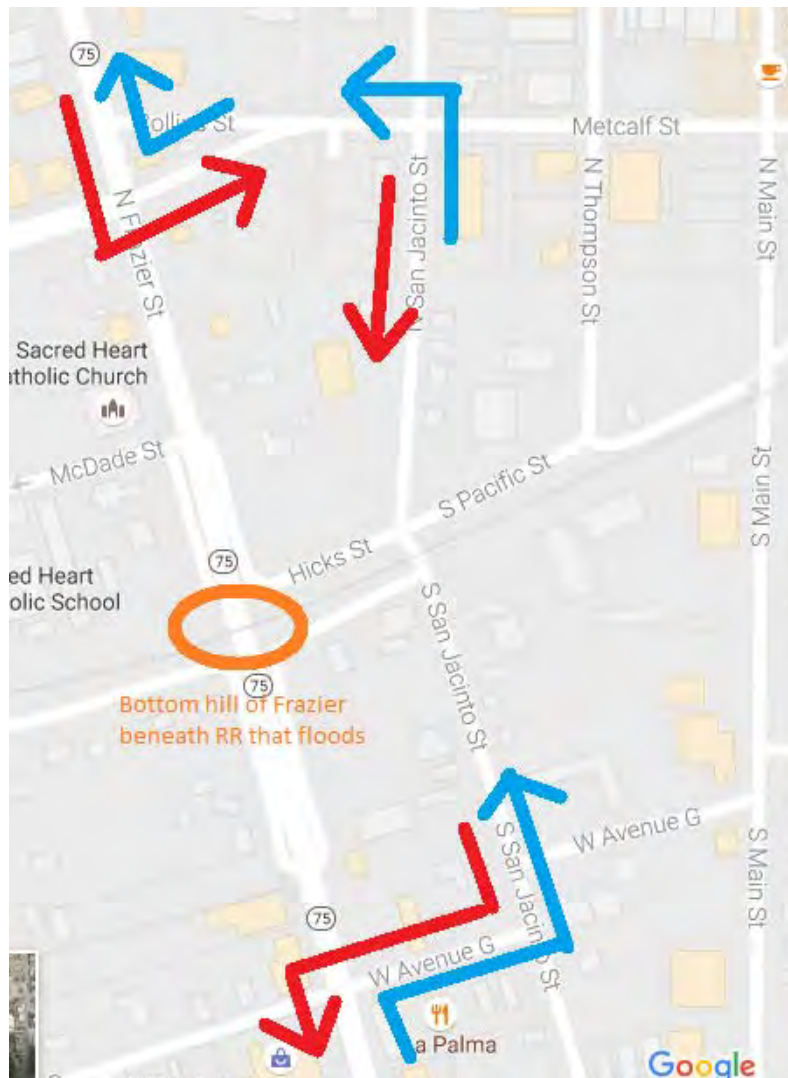
Red indicates outbound from Dugan (from 00:00 – 00:30)

Blue indicates inbound towards Dugan (from 00:30 – 00:59)

When bottom of hill on Frazier south of Metcalf floods:

Outbound: Frazier St. SB, Metcalf St. EB, San Jacinto St. SB, Avenue G WB, Frazier St. SB

Inbound: Frazier St. NB, Avenue G EB, San Jacinto St. NB, Metcalf St. WB, Frazier St. NB



When North/South RR Crossings are blocked on Phillips St. or Davis St.

Outbound: 1st St. NB, Avenue A WB, Pacific St. NB, Phillips St. WB

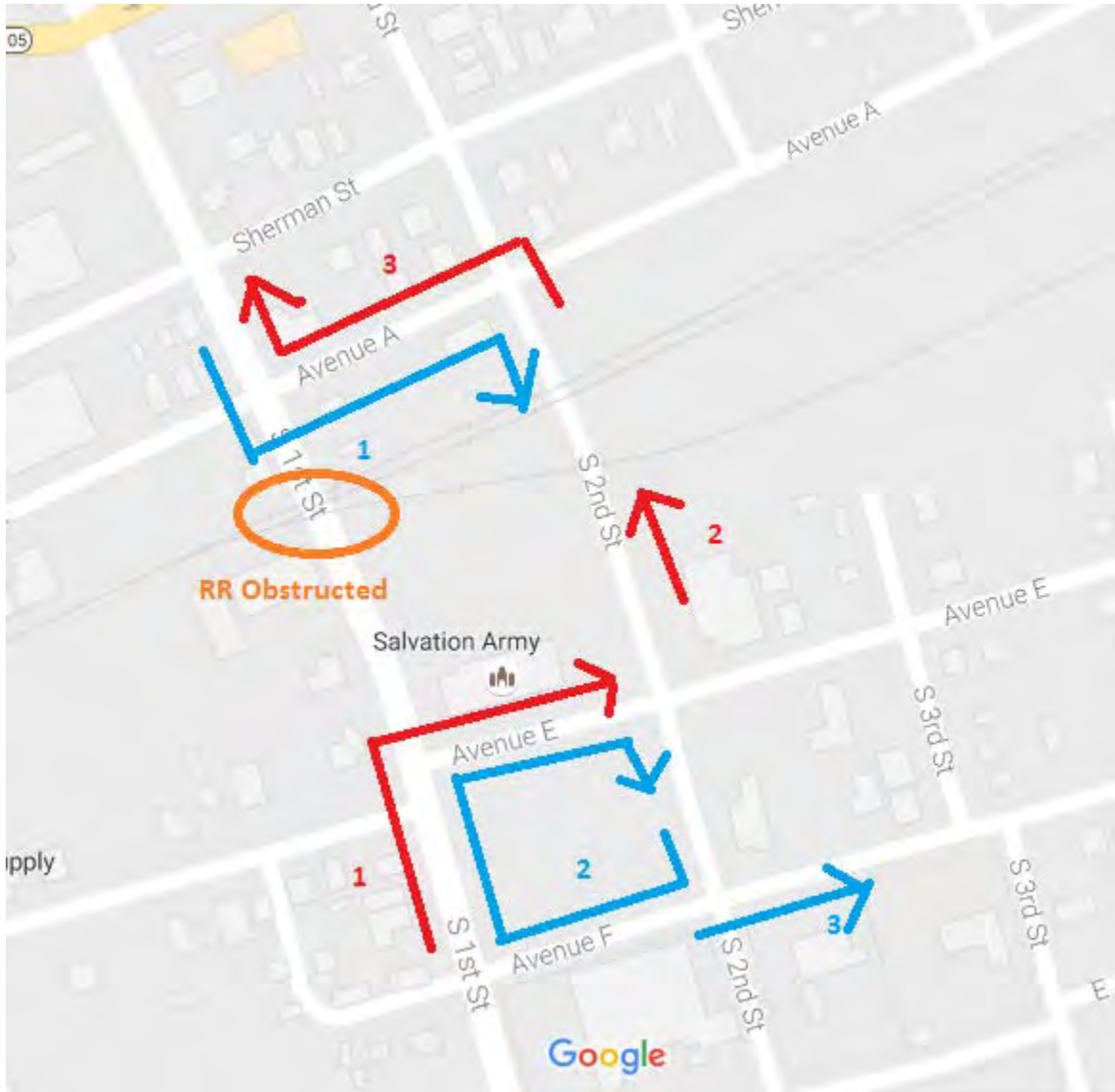
Inbound: Davis St. EB, Pacific St. SB, Avenue A EB, 1st St. SB



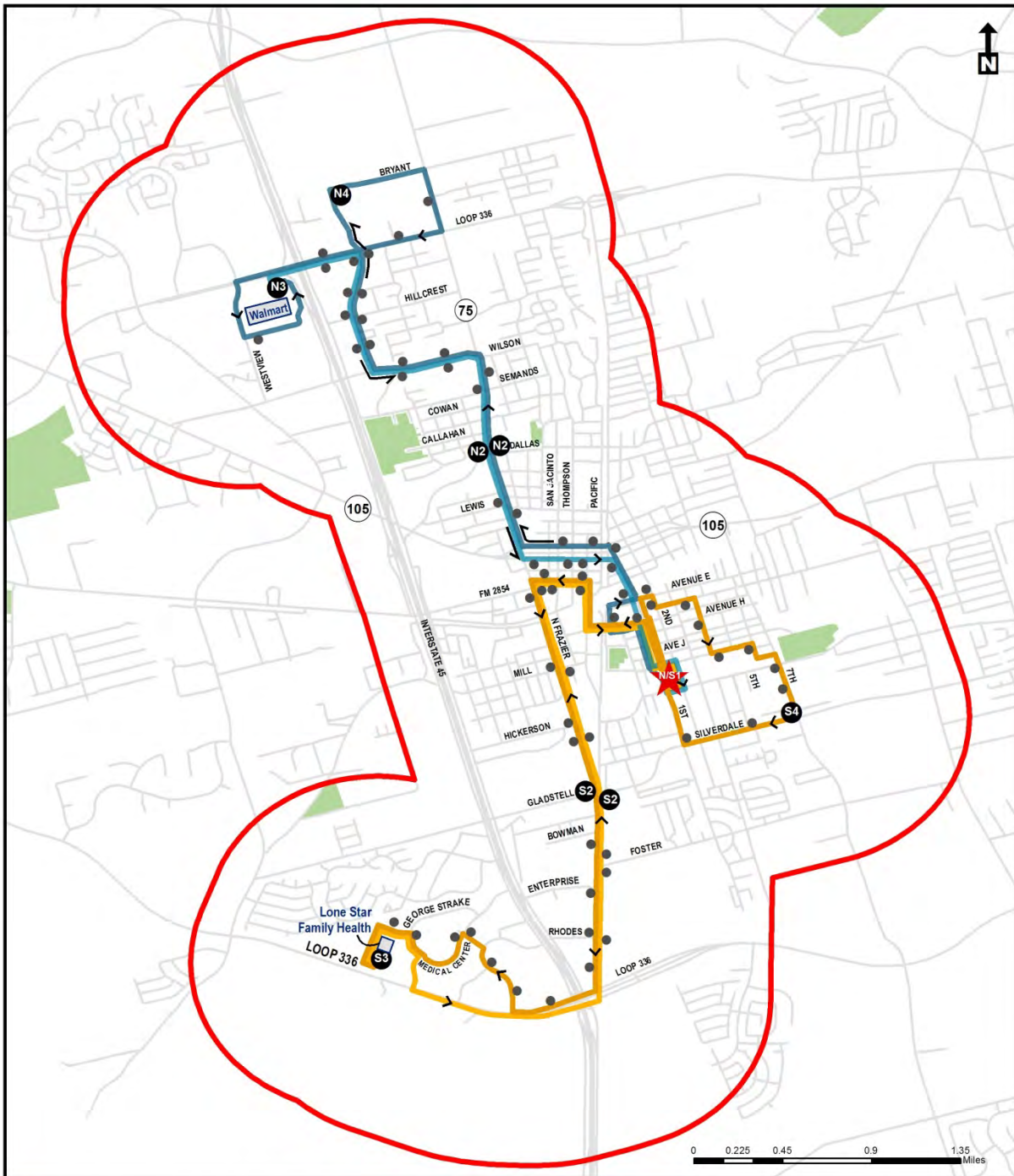
When East/West RR Crossing obstructed on 1st St

Outbound: 1st St. NB, Avenue E EB, 2nd St. NB, Avenue A WB, 1st St. NB

Inbound: 1st St. SB, Avenue A EB, 2nd St. SB, Avenue F WB, 1st St. NB, Avenue E EB
(Salvation Army bus stop), 2nd St. SB, Avenue F EB



A.6 – FIXED ROUTE SERVICE MAP WITH COMPLEMENTARY ADA PARATRANSIT SERVICE AREA



<ul style="list-style-type: none"> ↔ Inbound - Route 1 North Walmart ↔ Outbound - Route 1 North Walmart ↔ Inbound - Route 2 South ↔ Outbound - Route 2 South ■ parks ▭ ADA Eligibility Area 	<ul style="list-style-type: none"> ● Bus Stop ● Timed Stop ★ Transfer Point 	<p>CITY OF CONROE COMPLIMENTARY ADA PARATRANSIT SERVICE</p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------

**A.7 – FIXED ROUTE WITH COMPLEMENTARY ADA PARATRANSIT SERVICE
HOLIDAY SCHEDULE FOR CALENDAR YEARS 2018 THROUGH 2025**

Holiday	2018	2019	2020	2021
Thanksgiving Day	Thursday, November 22	Thursday, November 28	Thursday, November 26	Thursday, November 25
The Day Before/After Christmas*	TBD	TBD	TBD	TBD
Christmas Day	Tuesday, December 25	Wednesday, December 25	Friday, December 25	Saturday, December 25

Holiday	2022	2023	2024	2025
Thanksgiving Day	Thursday, November 24	Thursday, November 23	Thursday, November 28	Thursday, November 27
The Day Before/After Christmas*	TBD	TBD	TBD	TBD
Christmas Day	Sunday, December 25	Monday, December 25	Wednesday, December 25	Thursday, December 25

**To be determined annually by the City Administrator*

EXHIBIT B
COMMUTER BUS SERVICE INFORMATION

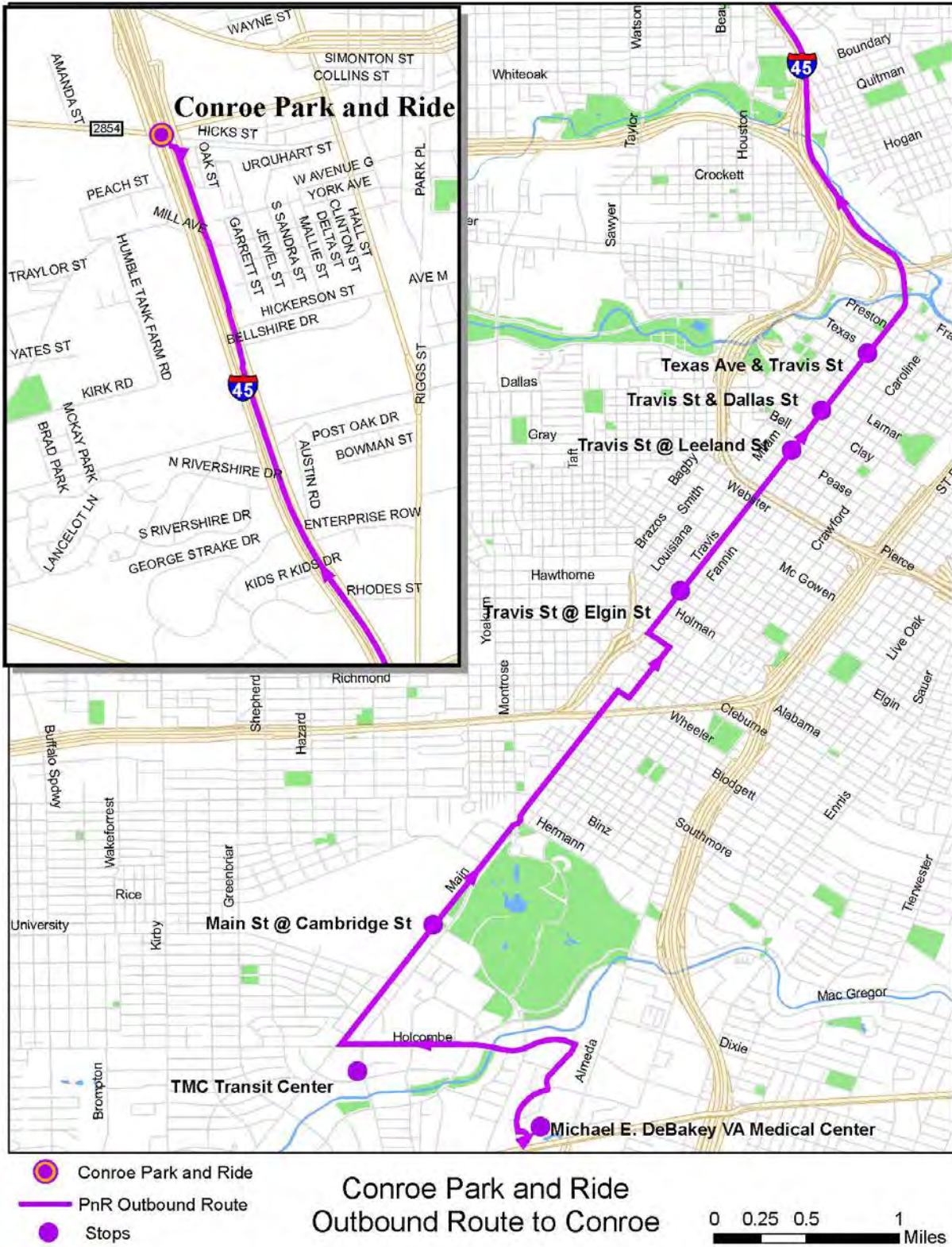
EXHIBIT B CONTENTS

- B.1. Commuter Bus Service Map (Inbound)**
- B.2. Commuter Bus Service Map (Outbound)**
- B.3. Commuter Bus Service Schedule**
- B.4. Turning Movements for Conroe Commuter Bus Service**
- B.5. Holiday Service Schedule for Calendar Years 2017 through 2022**

B.1 – COMMUTER BUS SERVICE MAP (INBOUND)



B.2 – COMMUTER BUS SERVICE MAP (OUTBOUND)



B.3 – COMMUTER BUS SERVICE SCHEDULE

<u>Morning Service</u>								
		Vehicle 1	Vehicle 2	Vehicle 3	Vehicle 4	Vehicle 5	Vehicle 6	Vehicle 1
Leave from:	Conroe Park & Ride	5:30 AM	6:00 AM	6:20 AM	6:40 AM	7:00 AM	7:20 AM	
Stop 1: CBD	Milam @ Capital		7:08 AM	7:28 AM	7:48 AM	8:08 AM	8:28 AM	
Stop 2: CBD	Milam @ Lamar		7:13 AM	7:33 AM	7:53 AM	8:13 AM	8:33 AM	
Stop 3 :CBD	Milam @ Pease		7:18 AM	7:38 AM	7:58 AM	8:18 AM	8:38 AM	
Stop 1: MID/TMC	Milam @ Elgin	6:35 AM	7:23 AM	7:43 AM	8:03 AM	8:23 AM	8:43 AM	
Stop 2: MID/TMC	Main @ Cambridge	6:40 AM	7:28 AM	7:48 AM	8:08 AM	8:28 AM	8:48 AM	
Stop 3: MID/TMC	Fannin @ Pressler (METRO TMC)	6:45 AM	7:37 AM	7:57 AM	8:17 AM	8:37 AM	8:57 AM	
Stop 4: MID/TMC	VA Center	7:01 AM	7:53 AM	8:13 AM	8:33 AM	8:53 AM	9:13 AM	
<u>Midday Service Contract Option</u>								
		Vehicle 1						
Stop 1: MID/TMC	VA Center	12:30 PM						
Stop 2: MID/TMC	Fannin @ Pressler (METRO TMC)	12:45 PM						
Stop 3: MID/TMC	Main @ Cambridge	12:50 PM						
Stop 4: MID/TMC	Travis @ Elgin	12:55 PM						
Stop 1 CBD:	Travis @ Leeland	1:00 PM						
Stop 2: CBD	Travis @ Dallas	1:05 PM						
Stop 7: CBD	Travis @ Texas	1:10 PM						
Return to:	Conroe Park & Ride	2:28 PM						
<u>Evening Service</u>								
		Vehicle 1	Vehicle 2	Vehicle 3	Vehicle 4	Vehicle 5	Vehicle 6	Vehicle 1
Stop 1: MID/TMC	VA Center	3:30 PM	4:00 PM	4:20 PM	4:40 PM	5:00 PM	5:20 PM	7:00 PM
Stop 2: MID/TMC	Fannin @ Pressler (METRO TMC)	3:45 PM	4:15 PM	4:35 PM	4:55 PM	5:15 PM	5:35 PM	7:15 PM
Stop 3: MID/TMC	Main @ Cambridge	3:50 PM	4:20 PM	4:40 PM	5:00 PM	5:20 PM	5:40 PM	7:20 PM
Stop 4: MID/TMC	Travis @ Elgin	3:55 PM	4:25 PM	4:45 PM	5:05 PM	5:25 PM	5:45 PM	7:25 PM
Stop 1 CBD:	Travis @ Leeland	4:00 PM	4:30 PM	4:50 PM	5:10 PM	5:30 PM	5:50 PM	7:30 PM
Stop 2: CBD	Travis @ Dallas	4:05 PM	4:35 PM	4:55 PM	5:15 PM	5:35 PM	5:55 PM	7:35 PM
Stop 7: CBD	Travis @ Texas	4:10 PM	4:40 PM	5:00 PM	5:20 PM	5:40 PM	6:00 PM	7:40 PM
Return to:	Conroe Park & Ride	5:28 PM	5:58 PM	6:18 PM	6:38 PM	6:58 PM	7:18 PM	8:58 PM

B.4 – TURNING MOVEMENTS FOR CONROE COMMUTER BUS SERVICE

In-Bound to Houston

I-45 S HOV Lane south towards Houston.

Take Exit 48A towards I-10 E towards Beaumont. Follow signs for Milam Street.

Stop – Milam @ Capital (NS)

Stop – Milam @ Lamar (NS)

Stop – Milam @ Pease (NS)

Stop – Milam @ Elgin (NS)

Continue on Milam and turn left on Wheeler

Turn right on Main and continue to Cambridge

Stop – Main @ Cambridge (FS)

Continue on Main and make a left on Holcombe

Stop – Holcombe @ Bertner (FS)

Continue Holcombe turn right on Ringness Ave.

Turn right on Mixon Ave.

Turn left on Sheehan Ave. (MB)

Out-Bound to Conroe

Stop – VA Medical Center (MB)

Continue on Sheehan to Ringness

Continue on Ringness to Holcombe and turn left

Continue on Holcombe to Bertner

Stop – Holcombe @ Bertner

Continue on Holcombe and make a right on Main

Continue on Main to Cambridge

Stop – Main @ Cambridge (NS)

Continue on Main turn right on Wheeler

Turn left on Fannin

Turn left on Alabama

Turn right on Travis

Stop - Travis @ Elgin (NS)

Stop – Travis @ Leeland (NS)

Stop – Travis @ Dallas (NS)

Stop – Travis @ Texas (NS)

Enter I-45 N towards Dallas to I-45 HOV Lane North

Take Exit 87A Conroe towards FM 2854 (Old Montgomery Rd)

**B.5 –COMMUTER BUS SERVICE
HOLIDAY SCHEDULE FOR CALENDAR YEARS 2017 THROUGH 2024**

Holiday	2017	2018	2019	2020
New Year's Day	Not Applicable	Monday, January 1	Tuesday, January 1	Wednesday, January 1
Good Friday	Not Applicable	Friday, March 30	Friday, April 19	Friday, April 10
Memorial Day	Not Applicable	Monday, May 28	Monday, May 27	Monday, May 25
Independence Day	Not Applicable	Wednesday, July 4	Thursday, July 4	Saturday, July 4
Labor Day	Not Applicable	Monday, September 3	Monday, September 2	Monday, September 7
Thanksgiving Day	Thursday, November 23	Thursday, November 22	Thursday, November 28	Thursday, November 26
The Friday after Thanksgiving	Friday, November 24	Friday, November 23	Friday, November 29	Friday, November 27
The Day Before/After Christmas*	TBD	TBD	TBD	TBD
Christmas Day	Monday, December 25	Tuesday, December 25	Wednesday, December 25	Friday, December 25

Holiday	2021	2022	2023	2024
New Year's Day	Friday, January 1	Saturday, January 1	Sunday, January 1	Monday, January 1
Good Friday	Friday, April 2	Friday, April 15	Friday, April 7	Friday, March 29
Memorial Day	Monday, May 31	Monday, May 30	Monday, May 29	Monday, May 27
Independence Day	Sunday, July 4	Monday, July 4	Tuesday, July 4	Thursday, July 4
Labor Day	Monday, September 6	Monday, September 5	Monday, September 4	Monday, September 2
Thanksgiving Day	Thursday, November 25	Thursday, November 24	Thursday, November 23	Thursday, November 28
The Friday after Thanksgiving	Friday, November 26	Friday, November 25	Friday, November 24	Friday, November 29
The Day Before/After Christmas*	TBD	TBD	TBD	TBD
Christmas Day	Saturday, December 25	Sunday, December 25	Monday, December 25	Wednesday, December 25

**To be determined annually by the City Administrator*

EXHIBIT C

**DEFINITION OF ACTUAL VEHICLE HOURS AND MILES AND
VEHICLE REVENUE HOUR AND MILES**

Service Supplied

Transit agencies must report actual service data on services provided during the fiscal year. In the following sections, the NTD defines service data that agencies must provide on their Annual Reports.

Revenue Service

A transit vehicle is in revenue service when it is providing public transportation and is available to carry passengers. Non-public transportation activities, such as exclusive school bus service and charter service are not considered revenue service. Revenue service includes both fare and fare-free services.

Agencies that provide transit service report revenue service data, such as

- Actual revenue hours
- Actual revenue miles
- Unlinked passenger trips

Actual Vehicle Revenue, Passenger Car Revenue, and Train Revenue Hours and Miles

Actual vehicle revenue hours (VRH) and vehicle revenue miles (VRM) are figures that take into account the hours and miles a vehicles travel while in revenue service. Revenue hours for conventional scheduled services include

- Running time
- Layover/recovery time

Running time is the time it takes a transit vehicle to travel from the beginning to the end of a transit route. A transit agency's passenger timetable typically shows the running times for trips it operates.

Usually, agencies schedule layover/recovery time at the end of each trip. Layover time typically ranges from 10 to 20 percent of the running time. Transit agencies use this time to provide the operator a break or to give the operator an opportunity to get service back on schedule if it was running late.

VRM and VRH exclude the miles and hours related to

- Deadhead time
- Operator training

- Maintenance testing

There are two different types of measures of VRH and VRM for rail service: train revenue hours/miles and passenger car revenue hours/miles.

For Demand Response (DR) service, the NTD uses a different definition of revenue service. For DR service, revenue time includes all travel time from the point of the first passenger pick-up to the last passenger drop-off, as long as the vehicle does not return to the dispatching point.

For Commuter Rail (CR) and Alaska Railroad (AR) modes, do not include locomotive miles and hours when reporting passenger car miles and hours.

Deadhead

When transit vehicles are deadheading, they operate closed-door and do not carry passengers. Deadhead includes

- Leaving or returning to the garage or yard facility to or from the starting or ending point of revenue service
- Changing routes
- When the driver does not have the duty to carry passengers

Deadhead does not include

- Revenue service
- Additional activities, such as
 - Charter service
 - School bus service
 - Operator training
 - Fueling
 - Maintenance testing

For fixed route services, deadhead includes the miles and hours when a vehicle is not available to the public and is traveling to its first publicly-advertised stop.

For non-fixed route services, deadheading can involve travel from:

- The garage to the dispatching point
- The last passenger drop-off to the dispatching point

- The last passenger drop-off to the garage
- The dispatching point to the garage

The NTD defines the dispatching point as the location where a driver receives his or her schedule to provide revenue service.

Deadhead does not include fueling or lunch breaks. Some transit agencies do not have fueling facilities at their maintenance facilities or parking lots. In these cases, drivers may fuel vehicles on the way back to the garage. Some operators travel to lunch between a drop off and the next pick up. Transit agencies should not report the time or miles drivers spend fueling vehicles or traveling to and from lunch.

The NTD only collects deadhead data from Full Reporters. Full Reporters do not report deadhead for vanpool (VP) or demand response-taxi (DT) services.

Actual Service Data

Actual service data are the statistics of the services actually provided during the fiscal year of the transit agency. Actual service data excludes scheduled service that did not occur (e.g., missed trips, service interruptions due to strikes, emergency shutdowns, etc.).

Agencies collect this data and report on an annual or monthly basis, depending on reporter type.

Actual Vehicle Hours and Miles

Actual vehicle hours and miles are the hours and miles that vehicles travel while in revenue service plus deadhead hours. Actual vehicle hours and miles exclude the hours and miles from the following activities:

- Charter service
- School bus service
- Operator training
- Fueling and lunch breaks
- Maintenance testing

Transit agencies must collect and report actual service data for the fiscal year of the Annual Report. The NTD refers to actual annual service data as an agency's annual totals. Annual totals include all service that a transit agency actually provides during the year. Therefore, annual totals include both typical and atypical service.

All agencies must record actual miles and hours and revenue miles and hours. It is important for agencies to understand the differences between actual miles and hours and revenue miles and hours to ensure they do not mistakenly include incorrect data as revenue service. Full Reporters must provide both actual vehicle data and actual revenue service data.

Actual Passenger Car Hours and Miles

Actual passenger car hours and miles are the hours and miles that passenger cars travel while in revenue service and while deadheading. Actual passenger car hours and miles include the hours and miles during layover and recovery time but exclude the hours and miles from the following activities:

- Charter services
- Operator training
- Fueling
- Vehicle maintenance testing

Actual Train Hours and Miles

Actual train hours and miles are the hours and miles that trains travel while in revenue service plus deadhead hours. Actual train hours and miles include hours from layover and recovery time but exclude hours and miles from the following activities:

- Charter services
- Operator training
- Vehicle maintenance testing

The following exhibits provide common examples for each data type and show what activities agencies should include under revenue miles and hours:

Exhibit 25: Miles and Hours for Bus (MB, CB, RB) Services				
Activity	Actual Vehicle		Vehicle Revenue	
	Hours	Miles	Hours	Miles
Bus travels (deadheads) from dispatching point to start of a route.	Yes	Yes	No	No
Bus travels its route in scheduled revenue operation. Passengers board the vehicle.	Yes	Yes	Yes	Yes
Bus travels its route in scheduled revenue operation. No passengers board the vehicle.	Yes	Yes	Yes	Yes
Bus arrives at the end of a route, incurs layover. Passengers can board during layover.	Yes	N/A	Yes	N/A
Bus arrives at the end of a route, incurs layover. Passengers cannot board during layover.	Yes	N/A	Yes	N/A
Bus arrives at the end of the route, parks, and goes out of service. Resumes service in PM peak.	No	No	No	No
Bus arrives at the end of the route, travels (deadheads) to a storage lot, and parks.	Yes	Yes	No	No
Bus arrives at the end of the route, travels (deadheads) to another route to operate a scheduled trip. Passengers cannot board during deadhead.	Yes	Yes	No	No
Bus arrives at the end of the route, travels (deadheads) to the dispatching point.	Yes	Yes	No	No
Bus travels from the garage to another maintenance facility to perform routine maintenance.	No	No	No	No
Trip is terminated due to a collision with another vehicle, and the bus travels to a maintenance facility.	Yes	Yes	No	No
Bus travels from start to end of a route for training. Vehicle is not in service and does not board passengers.	No	No	No	No
Driver fuels the vehicle at a gas station.	No	N/A	No	N/A

Exhibit 26: Miles and Hours for Demand Response Services				
Activity	Actual Vehicle		Vehicle Revenue	
	Hours	Miles	Hours	Miles
Vehicle idles at the dispatching point.	No	N/A	No	N/A
Vehicle departs dispatching point to pick up a passenger.	Yes	Yes	No	No
Vehicle waits for a passenger at the pick-up point.	Yes	N/A	Yes	N/A
After a passenger drop-off, the vehicle departs to pick up another passenger with no passengers onboard.	Yes	Yes	Yes	Yes
Driver travels to a restaurant for lunch after the last passenger drop-off.	No	No	No	No
Driver eats his lunch at a restaurant.	No	N/A	No	N/A
Vehicle transports passengers from a community center to a shopping mall.	Yes	Yes	Yes	Yes
Vehicle returns to the dispatching point with no passengers onboard.	Yes	Yes	No	No
Vehicle waits at the shopping mall until it is time to bring passengers back to the community center.	Yes	N/A	Yes	N/A
Driver fuels the vehicle at a gas station.	No	N/A	No	N/A

Transit agencies must report accurate, true statistics for vehicle revenue miles (i.e. no estimates). The following exhibit describes how an agency should collect these data.

Exhibit 27: Miles and Hours for Rail Services				
Activity	Actual Vehicle		Vehicle Revenue	
	Hours	Miles	Hours	Miles
Train travels (deadheads) from the yard to the station where the trip is scheduled to start.	Yes	Yes	No	No

EXHIBIT D
CITY OF CONROE INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

At all times during the term of the contract the Contractor shall keep in effect (1) a Commercial General Liability Policy (2) an Automobile Liability Policy and (3) a Worker's Compensation Policy.

- A. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- B. "Claims Made" policies will not be accepted.
- C. The City of Conroe, Texas, its officials, employees and volunteers are to be added as "Additional Insureds" to the General Liability Policy. The coverage shall contain no special limitations applicable to such additional insureds.
- D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested has been given to the City of Conroe, Texas.
- E. Contractor waives all rights, including that of subrogation, against Owner, Architect, their officers, employees, agents or assigns with respect to personal injury or property damage arising out of the Project or the Work to the extent that such loss or damage is insured, or required to be insured by the Contractor under the Contract Documents.

Commercial General Liability Insurance:

- A. A minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage must be provided, with a minimum general aggregate of \$2,000,000.
- B. General liability coverage shall be at least as broad as Insurance Service's Office Number CG 00 01, and no coverage shall be deleted from the standard policy without a separate written notice of the individual exclusions being attached for review and acceptance.

Automobile Liability Insurance:

- A. A minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage must be provided.

Excess Liability:

- A. A minimum \$1,000,000 per occurrence umbrella form must be provided.

Worker's Compensation Insurance Coverage:

A. Definitions

- a. *Certificate of coverage* ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on the project, for the duration of the project.
 - b. *Duration of the project* - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the City.
 - c. *Persons providing services on the project* ("subcontractor" in Texas Labor Code, § 406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project.
 - d. "*Services*" - include without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, § 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the City:

- a. A certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - b. No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and one year thereafter.
- G. The Contractor shall notify the City in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provisions of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - a. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all of its employees providing service to the project for the duration of the project;
 - b. Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - c. Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - d. Obtain from each other person with whom it contracts, and provide to the contractor:
 - e. A certificate of coverage, prior to the other person beginning work on the project; and
 - f. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage ends during the duration of the project;

- g. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - h. Notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - i. Contractually require each person with whom it contracts, to perform as required by paragraphs 23.09.1 through 23.09.7, with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing the contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by workers' compensation for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of the self-insured, with the Texas Workers' Compensation Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach for the governmental entity.

EXHIBIT F

CONFLICT OF INTEREST QUESTIONNAIRE FORM

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 **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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

EXHIBIT G
FEDERALLY REQUIRED CONTRACT CLAUSES

EXHIBIT F - FEDERALLY REQUIRED CONTRACT CLAUSES

1. FLY AMERICA

- a.** The Respondent/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 Respondents/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 Respondent/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.
- b.** The Respondent/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.

2. BUY AMERICA – Does not apply to this contract.

3. CHARTER BUS and SCHOOL BUS REQUIREMENTS

- a. Charter Service Operations -** The Respondent/Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.
- b. School Bus Operations – Does not apply to this contract.**

4. CARGO PREFERENCE REQUIREMENTS – Does not apply to this contract.

5. SEISMIC SAFETY REQUIREMENTS – Does not apply to this contract.

6. ENERGY CONSERVATION –

- a.** 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 Respondent/Contractor shall design the facility in accordance with 2009 IECC.

7. CLEAN WATER

- a.** The Respondent/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 Respondent/Contractor agrees to report each violation to

the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- b. The Respondent/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.

8. BUS TESTING – Does not apply to this contract.

9. PRE-AWARD and POST DELIVERY AUDIT REQUIREMENTS – Does not apply to this contract.

10. LOBBYING

- a. Respondents/Contractors who apply for an award of \$100,000 or more shall file the Certification Regarding Lobbying, required by 49 CFR Part 20, New Restrictions on Lobbying, with the Owner. Each subcontractor shall file the Certification Regarding Lobbying with the Respondent/Contractor that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- b. The Respondent/Bidder/Contractor and subcontractors shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from subcontractors to Respondent/Bidder/Contractor to the Owner. The Respondent/Bidder/Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- c. The Lobby Certification to be completed by the Respondent/Contractor and subcontractor(s) is provided herein under **EXHIBIT H**, Respondent/Contractor Pre-Award Certifications.

11. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this contract:

- a. The Owner is an FTA Recipient in accordance with 49 C.F.R. 18.36(i). The Respondent/Contractor agrees to provide the Owner, 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 Respondent/Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- b. The Respondent/Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Respondent/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 Respondent/Contractor agrees to maintain same until the Owner, 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 C.F.R. 18.39(i)(11).

- d. FTA does not require the inclusion of these requirements in subcontracts.

12. FEDERAL CHANGES

- a. The Respondent/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 the Owner and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Respondent/Contractor's failure to so comply shall constitute a material breach of this contract.
- b. The Respondent/Contractor also agrees to include any applicable requirements in each subcontract involving a federal change financed in whole or in part with Federal assistance provided by FTA.

13. BONDING REQUIREMENTS – Does not apply to this contract.

14. CLEAN AIR

- a. The Respondent/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 Respondent/Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The Respondent/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.

15. RECYCLED PRODUCTS

- a. If the Respondent/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 Respondent/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, including:
 - i. Paper and paper products.
 - 1. Paper and paper products, excluding building and construction paper grades.
 - ii. Vehicular products.

1. Lubricating oils containing re-refined oil, including engine lubricating oils, hydraulic fluids, and gear oils, excluding marine and aviation oils.
 2. Tires, excluding airplane tires.
 3. Reclaimed engine coolants, excluding coolants used in non-vehicular applications.
 4. Rebuilt vehicular parts.
- iii. Non-paper office products.
1. Office recycling containers and office waste receptacles.
 2. Plastic desktop accessories.
 3. Toner cartridges.
 4. Plastic-covered binders containing recovered plastic; chipboard and pressboard binders containing recovered paper; and solid plastic binders containing recovered plastic.
 5. Plastic trash bags.
 6. Printer ribbons.
 7. Plastic envelopes.
 8. Plastic clipboards containing recovered plastic.
 9. Plastic file folders containing recovered plastic.
 10. Plastic clip portfolios containing recovered plastic.
 11. Plastic presentation folders containing recovered plastic.
 12. Office furniture containing recovered steel, aluminum, wood, agricultural fiber, or plastic.

- b. The Respondent/Contractor also agrees to include these requirements in each subcontract if the subcontractor 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.

16. DAVIS-BACON and COPELAND ANTI-KICKBACK ACTS – Does not apply to this contract.

17. CONTRACT WORK HOURS and SAFETY STANDARDS ACT – Does not apply to this contract.

18. RESERVED

19. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

- a. The Owner and the Respondent/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 Owner, the Respondent/Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b. The Respondent/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.

20. PROGRAM FRAUD and FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- a.** The Respondent/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 Respondent/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 Respondent/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 Respondent/Contractor to the extent the Federal Government deems appropriate.
- b.** The Respondent/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 Respondent/Contractor, to the extent the Federal Government deems appropriate.
- c.** The Respondent/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.

21. TERMINATION

The FTA does not prescribe the form or content of termination clauses. The Owner’s termination requirements will be formally included in the body of the contract. Typically, the Owner’s termination requirements are similar to the following:

- a. Termination for Default [Breach or Cause].** If the Respondent/Bidder/Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Respondent/Bidder/Contractor fails to perform in the manner called for in the contract, or if the Respondent/Bidder/Contractor fails to comply with any other provisions of the contract, the Owner may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Respondent/Bidder/Contractor setting forth the manner in which the Respondent/Bidder/Contractor is in default. The Respondent/Bidder/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.

If it is later determined by the Owner that the Respondent/Bidder/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 Respondent/Bidder/Contractor, the Owner, after setting up a new delivery of performance schedule, may allow the Respondent/Bidder/Contractor to continue work, or treat the termination as a termination for convenience.

- b. Opportunity to Cure.** The Owner in its sole discretion may, in the case of a termination for breach or default, allow the Respondent/Bidder/Contractor ten (10) 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. Any such notice is presumed to have been received on the third business day following mailing unless an earlier date of actual receipt is documented.

If Respondent/Bidder/Contractor fails to remedy to the Owner's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Respondent/Bidder/Contractor of written notice from the Owner setting forth the nature of said breach or default, the Owner shall have the right to terminate the Contract without any further obligation to Respondent/Bidder/Contractor. Any such termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against Respondent/Bidder/Contractor and its sureties for said breach or default.

- c. Waiver of Remedies for any Breach.** In the event that the Owner elects to waive its remedies for any breach by the Respondent/Bidder/Contractor of any covenant, term or condition of this Contract, such waiver by the Owner shall not limit the Owner's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- d. Termination for Convenience.** The Owner may terminate this contract, in whole or in part, when it is in the Government's interest by giving Contractor written notice of termination at least 90 days in advance of the proposed termination date. If this contract is terminated for convenience, the Owner shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- e.** The Respondent/Bidder/Contractor also agrees to include these requirements in each subcontract exceeding \$10,000 financed in whole or in part with Federal assistance provided by FTA.

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

- a.** This contract is a covered transaction for purposes of 49 C.F.R. Part 29. As such, the Respondent/Contractor is required to verify that none of the Respondent/Contractor, its principals, as defined at 49 C.F.R. 29.995, or affiliates, as defined at 49 C.F.R. 29.905, are excluded or disqualified as defined at 49 C.F.R. 29.940 and 29.945.
- b.** The Respondent/Contractor is required to comply with 49 C.F.R. 29, Subpart C and must include the requirement to comply with 49 C.F.R. 29, Subpart C in any lower tier covered transaction it enters into.

- c. The certification (**EXHIBIT H**) is a material representation of fact relied upon by the Owner. If it is later determined that the Respondent/Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Respondent/Contractor agrees to comply with the requirements of 49 C.F.R. 29, Subpart C and Executive Order 12549 while this offer is valid and throughout the period of any contract that may arise from this offer.
- d. The Respondent/Contractor also agrees to include these requirements in each subcontract exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

23. PRIVACY ACT

The following requirements apply to the Respondent/Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- a. The Respondent/Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,
- b. 5 U.S.C. § 552a. Among other things, the Respondent/Contractor agrees to obtain the express consent of the Federal Government before the Respondent/Contractor or its employees operate a system of records on behalf of the Federal Government. The Respondent/Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- c. The Respondent/Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

24. CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying contract:

- a. **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 Respondent/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 Respondent/Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. **Equal Employment Opportunity** - The following requirements apply to the underlying contract:

- i. 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 Respondent/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 Respondent/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 Respondent/Contractor agrees to comply with any implementing requirements FTA may issue.
 - ii. 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 Respondent/Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Respondent/Contractor agrees to comply with any implementing requirements FTA may issue.
 - iii. Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Respondent/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 Respondent/Contractor agrees to comply with any implementing requirements FTA may issue.
- c.** The Respondent/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.

25. BREACHES AND DISPUTE RESOLUTION

The FTA does not prescribe the form or content of breach or dispute provisions. The Owner’s breach and dispute resolution requirements will be formally included in the body of the contract. Typically, the Owner’s breach and dispute resolution requirements are similar to the following:

- a. **Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Owner's City Administrator. This decision shall be final and conclusive unless within ten calendar (10) days from the date of receipt of its copy, the Respondent/Bidder/Contractor mails or otherwise furnishes a written appeal to the City Administrator. In connection with any such appeal, the Respondent/Bidder/Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Owner shall be binding upon the Respondent/Bidder/Contractor and the Respondent/Bidder/Contractor shall abide by the decision.
- b. **Performance During Dispute** - Unless otherwise directed by the Owner, Respondent/Bidder/Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- c. **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.
- d. **Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner and the Respondent/Bidder/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 Owner is located.
- e. **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 Owner or the Respondent/Bidder/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.
- f. The Respondent/Bidder/Contractor also agrees to include any applicable requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

26. PATENT AND DISPUTE RESOLUTION – Does not apply to this contract.

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

- a. The Respondent/Contractor agrees to comply with applicable transit employee protective requirements
 - i. **General Transit Employee Protective Requirements** - To the extent that FTA determines that transit operations are involved, the Respondent/Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of

employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Respondent/Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The U.S. DOL letter is included herein under **EXHIBIT K**, U.S. DOL Letter.

- b.** The Respondent/Contractor also agrees to include any applicable requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

28. DISADVANTAGED BUSINESS ENTERPRISES

- a.** 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 national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The Owner incorporates the race neutral goal of 5.5% as established within the Conroe DBE Program. The Owner expects the overall program goals to be achieved through race neutral participation.
- b.** Respondent/Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Respondent/Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Respondent/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 Owner deems appropriate. Each subcontract Respondent/Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c.** Respondent/Contractor is required to document all subcontractor participation including non-DBE subcontractors. Award of this contract is conditioned on submission of the following information Respondent/Contractor Certification in **EXHIBIT H**, Respondent/Contractor Pre-Award Certifications with the proposal:
 - i.** (1) the names and addresses of subcontractors that will participate in the contract;
 - ii.** (2) a description of the work that each subcontractor will perform;
 - iii.** (3) whether the subcontractors is a DBE, non-DBE, or a Small Business;
 - iv.** (4) the ethnic code, as described in the form;
 - v.** (5) the age of the firm;

31. DRUG AND ALCOHOL TESTING

- a.** The Respondent/Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the State of Texas, or the Owner, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Respondent/Contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

32. ACCESSIBILITY

- a.** 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.
- b.** The Respondent/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.
- c.** The Respondent/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.
- d.** In addition, the Respondent/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.

- e. The Respondent/Contractor and all of its subcontractors shall adhere to any applicable ADA Accessibility requirements from the following:
- i. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance, U.S. DOT regulation
 - ii. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA), U.S. DOT regulation
 - iii. 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
 - iv. 28 C.F.R. Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services, U.S. DOJ regulation
 - v. 28 C.F.R. Part 36 – Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, U.S. DOJ regulation
 - vi. 41 C.F.R. Subpart 101-19 – Accommodations for the Physically Handicapped, U.S. General Services Administration (U.S. GSA) regulation"29 C.F.R. Part 1630 – Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, U.S. EEOC
 - vii. 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
 - viii. 36 C.F.R. Part 1194 – Electronic and Information Technology Accessibility Standards, U.S. ATBCB regulation
 - ix. 49 C.F.R. Part 609 – Transportation for Elderly and Handicapped Persons, FTA regulation
- f. Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

33. VETERAN’S PREFERENCE – Does not apply to this Contract.

EXHIBIT H

RESPONDENT/CONTRACTOR PRE-AWARD CERTIFICATIONS

**EXHIBIT H – RESPONDENT/CONTRACTOR PRE-AWARD
CERTIFICATIONS**

This checklist will be used to ensure that all required procurement certifications listed within have been read, initialed, and signed by the Respondent/Contractor BEFORE the proposal is submitted. All certifications listed below follow this checklist.

Respondent/Contractor's Initials:

- | | |
|------------------------------------------------------------|-------|
| 1. Lobbying Certification | _____ |
| 2. Suspension and Debarment Certification | _____ |
| 3. Respondent/Contractor Certification | _____ |
| 4. DBE and SBE Subcontractor Certification | _____ |
| 5. Delinquent State Business Tax Certification | _____ |
| 6. Certification of Payment of Taxes and Other Liabilities | _____ |

I HEREBY ATTEST THAT EXHIBIT G, FEDERAL AND STATE REQUIRED CONTRACT CLAUSES, WAS READ AND MY INITIALS ABOVE INDICATE THAT EACH ITEM WAS PROPERLY PREPARED AND EXECUTED.

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____

RESPONDENT/

CONTRACTOR: _____

LOBBYING CERTIFICATION

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

The Respondent/Contractor certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____

RESPONDENT/
CONTRACTOR: _____

SUSPENSION AND DEBARMENT CERTIFICATION

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

The prospective primary Respondent/Contractor certifies to the best of its knowledge and belief that it and its principals:

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

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

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

Where the prospective primary Respondent/Contractor is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____
RESPONDENT/
CONTRACTOR: _____

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, the Respondent/Contractor is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Respondent/Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the City's determination whether to enter into this transaction. However, failure of the Respondent/Contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the City determined to enter into this transaction. If it is later determined that the Respondent/Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the City may terminate this transaction for cause or default.
3. The Respondent/Contractor shall provide immediate written notice to the City to which this proposal is submitted if at any time the Respondent/Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the City to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
5. The Respondent/Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City entering into this transaction.
6. The Respondent/Contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions," provided by the City entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Respondent/Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 6 of these instructions, if a Respondent/Contractor in a covered transaction knowingly enters into a lower tier covered transaction with a subcontractor who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the City may terminate this transaction for cause or default.
9. The Respondent/Contractor also agrees to include these requirements in each subcontract, or a lower tier covered transaction, exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

RESPONDENT/CONTRACTOR CERTIFICATION

Instructions: The prime Respondent/Bidder/Contractor shall complete this form by listing 1) Names of ALL proposed subcontractors, whether or not the subcontractor is a DBE or SBE. 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Status as a DBE or non-DBE, 5) Ethnic Code of firm, 6) Gender code of owner, 7) Age of the firm, 8) Annual gross receipts of the firm, and 9) % or \$ amount of Total Subcontract. Those contractors which are listed on this form as DBEs must have current certification as a DBE with a participating TUCP certifying agency. The DBE certification must be complete by the time the proposals are submitted. Additionally, those (sub)contractors which are listed on this form as DBEs must complete DBE SUBCONTRACTOR CERTIFICATION, agreeing to the information listed here.

RESPONDENT/
CONTRACTOR: _____

PROJECT NAME: _____

ETHNIC CODES

- A) Black American B) Hispanic American C) Native American
 D) Subcontinent Asian American E) Asian-Pacific American F) Non-Minority Women
 G) Other

GENDER CODES

- A) Male B) Female C) Choose Not to Disclose

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) Age of Firm	7) Annual Gross Receipts	8) % or \$ amount of Total Contract

THIS SCHEDULE MUST BE COMPLETED AS INSTRUCTED ABOVE AND INCLUDE EVERY SUBCONTRACTOR PROPOSED ON THIS PROJECT.

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 City. The Respondent/Contractor agrees to the terms of this schedule by signing below and submitting the **Form 4**, as completed by the DBE or SBE subcontractor(s).

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

DBE AND SBE SUBCONTRACTOR CERTIFICATION

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 Invitation for Bid (IFB) or Request for Proposal (RFP).

1. TO: (Respondent/ 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 RFP is due.

3. 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) _____

_____ and at the following price \$ _____ and/or _____% of the total contract amount (should be the same \$ or % found on **RESPONDENT/ CONTRACTOR CERTIFICATION**).

4. 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 Respondent/Contractor Certification and must also be DBE certified.

DATE: _____ DBE/SBE FIRM: _____

SIGNATURE: _____

PRINT NAME: _____

PHONE NUMBER: _____

DATE: _____ **RESPONDENT/ CONTRACTOR:** _____

SIGNATURE: _____

PRINT NAME: _____

PHONE NUMBER: _____

DELINQUENT STATE BUSINESS TAX CERTIFICATION

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: _____

SIGNATURE: _____

NAME / TITLE: _____

RESPONDENT/

CONTRACTOR: _____

CERTIFICATION OF PAYMENT OF TAXES AND OTHER LIABILITIES

In accordance with City of Conroe Code of Ordinances Section 2-381, the City shall not award contracts, purchase items and supplies, contract for services or supplies, issue licenses, permits, work orders, or pay funds to any person, firm or corporation indebted or in arrears in payment of taxes or other liabilities to the City.

I, the undersigned agent for the firm named below, certify that the information concerning the payment of taxes and other liabilities to the City has been reviewed by me and the following information furnished is true to the best of my knowledge.

My firm is not indebted or in arrears in payment of taxes or other liabilities to the City.

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____

RESPONDENT/ _____

CONTRACTOR: _____

EXHIBIT I

TXDOT PTN-130 FORM



Consolidated Certification Form

I. GENERAL:

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. Vendors are certifying by reference the entire list of FTA FY 2017 Certifications and Assurances, and shall download the same at:

<https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/fta-fiscal-year-2017-certifications-and>

A. Access to Third Party Contract Records (ALL)

As required by 49 U.S.C. § 5325(g). The VENDOR agrees provide sufficient access to records as needed to assure proper project management and compliance with Federal laws and regulations.

B. Interest of Members of or Delegates to Congress (ALL)

The vendor certifies that no member of or delegate to the Congress of the United States (US) shall be admitted to any share or part of this contract or to any benefit arising therefrom.

C. Prohibited Interest (ALL)

The vendor certifies that no member, officer or employee of the Public Body or of a local public body during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

D. Cargo Preference - Use of United States-Flag Vessels (property transported on ocean vessels)

The vendor agrees: a. to use privately owned US -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 US-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the US or within 30 working days following the date of loading for shipments originating outside the US, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo 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).

E. Energy Conservation (ALL)

The vendor 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.

F. No Obligation by the Federal Government. (ALL)

The Purchaser and vendor 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 Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract).

G. Program Fraud and False or Fraudulent Statements or Related Acts (ALL)

The vendor 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. The vendor certifies truthfulness and accuracy of any statement it makes pertaining to the FTA-assisted project. The vendor 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 as deemed appropriate. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement submission, or certification to the Federal Government relating to the FTA-assisted project, per 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, as deemed appropriate.

H. Contract Work Hours (all over 100K)

(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 & any subcontractor responsible therefore shall be liable for unpaid wages and shall be liable to the United States for liquidated damages which shall be computed for each individual laborer, mechanic, watchman or guard employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day that an individual was required / permitted to work over 40 hours in a workweek without payment of overtime wages required by the clause in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The purchaser shall upon its own action or upon written request of the Department of Labor (DOL) withhold or cause to be withheld, from any money payable for work performed by the contractor or subcontractor under any contract or 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 to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as set-forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall include the clauses set forth in this section and require the same from 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 these clauses.

(5) **Payrolls and basic records** - Payrolls and related basic records shall be maintained by the contractor during the course of the work and preserved for three years thereafter for all laborers and mechanics working at the work site (or under the United States Housing Act of 1937 or the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records showing that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records of the costs anticipated or actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of registration of apprenticeship programs, certification of trainee programs, registration of the apprentices and trainees, and ratios & wage rates prescribed in applicable programs.

I. Civil Rights (over 10K)

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act (CRA), 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 vendor 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 vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VI of the CRA, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL," 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 vendor agrees to take affirmative action to ensure that applicants are employed & treated during employment without regard to their race, color, creed, national origin, sex or age. Action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor 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 (29 U.S.C. §§623 and 49 U.S.C. §5332), the vendor agrees to refrain from discrimination against present and prospective employees for reason of age. and comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act (42 U.S.C. §12112), the contractor agrees to 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. and to comply with any implementing requirements FTA may issue.

J. Incorporation of Federal Transit Administration (FTA) Terms (ALL)

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 FTA circular 4220.1F 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 transit agency requests which would cause the transit agency to violate FTA terms and conditions.

K. Application of Federal, State, & Local Laws, Regulations, & Directives (Federal Changes) (ALL)

The VENDOR agrees that Federal laws and regulations control project award and implementation. The VENDOR understands and agrees that unless the recipient requests FTA approval in writing, the VENDOR may incur a violation of Federal laws or regulations or this agreement if it implements an alternative procedure or course of action not approved by FTA. The VENDOR understands and agrees that Federal laws, regulations, and directives applicable on the date on which Federal assistance is awarded may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date the project agreement is effective, and might apply to that project agreement. The VENDOR agrees that the most recent versions of such Federal laws, regulations, and directives will apply to the administration of the project at any particular time.

L. Right of the State Government to Terminate (ALL)

Upon written notice, the VENDOR agrees that the State Government may suspend or terminate all or any part of State assistance if terms of the project agreement are violated, if the State Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of State assistance for the Project., if reasonable progress on the Project is not made, if there is a violation of the project agreement that endangers substantial performance of the Project, or if the State Government determines that State assistance has been willfully misused by failing to make appropriate use of Project property. Termination of State assistance for the Project will not typically invalidate obligations properly incurred before the termination date to the extent those obligations cannot be canceled. The State Government reserves the right to require the refund of the entire amount of State assistance provided for the Project or a lesser amount.

M. Disputes, Breaches, Defaults, or Other Litigation (over 150K)

The VENDOR agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. **Notification to FTA.** The VENDOR is aware that recipients of Federal assistance must notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the administration or enforcement of Federal laws or regulations. If the Federal Government is to be named as a party to litigation for any reason, in any forum, the appropriate FTA Regional Counsel is to be notified in writing before doing so.

b. **Federal Interest in Recovery.** The VENDOR is aware that the Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery.

c. **Enforcement.** The VENDOR agrees to pursue its legal rights and remedies available under any third party contract or available under law or regulations.

d. **FTA Concurrence.** The VENDOR is aware that FTA reserves the right to concur in any compromise or settlement of any claim involving the Project.

e. **Alternative Dispute Resolution.** The VENDOR is aware that FTA encourages the use of alternative dispute resolution procedures, as may be appropriate.

f. **Agency Process.**

Transit agency enters dispute resolution process here.

N. Fly America (foreign air transport or travel)

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 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. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

O. Recycled Products (all products)

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 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR 247.

P. Access for Individuals with Disabilities (ALL)

The VENDOR 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. The VENDOR 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. In addition, the VENDOR 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. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

Q. Debarment and Suspension (over 25K)

The vendor hereby certifies that it and its principals have not presently or within a three year period been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal agency; and the vendor hereby certifies that it and its principals have not presently or within a three-year period been convicted of or had a civil judgment rendered against them for the commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

R. Clean Water & Air (over 150K)

The vendor 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 vendor 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 vendor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the FTA and the EPA.

S. Non-Lobbying (over 150K)

The undersigned certifies to the best of his or her knowledge and belief that:

1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence any officer or employee of an agency, a member of Congress, an officer or employee 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 influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal 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.

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 subrecipients 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 section 1352, title 31, USC. 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.

T. Lobbying and Disclosure Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

U. CERTIFICATION TO PURCHASER:

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

Name of Company	Address
	Printed Name of Person Completing Form
Telephone	Signature
Date	SS# or Tax ID #
Description of Commodity or Service	
Disadvantaged Business Enterprise Information	Type of Organization (circle)
Is your firm a DBE? <input type="checkbox"/> (yes) <input type="checkbox"/> (no)	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> General Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership
If yes, what type?	<input type="checkbox"/> Limited Proprietorship

U. Disadvantaged Business Enterprises (DBE) Certification

The vendor will provide products compliant with 49 CFR 26.49 regarding the vehicle manufacturer's overall DBE goal.

Name of manufacturer of vehicle(s) to be delivered: _____

V. Altoona Test Certification (for rolling stock purchases) (Check one of the following):

- The vehicle has been Altoona tested, report number: _____
- The vehicle is exempt from testing IAW 49 CFR 665.
- The vehicle is currently being tested at Altoona.

Funds will not be released until the purchasing agency gets a copy of the Altoona test report, as appropriate, per 49 CFR 665.

W. Federal Motor Vehicle Safety Standards (FMVSS) Certification (for rolling stock purchases)

Any vehicles provided by the vendor will comply with all applicable FMVSS. The vendor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

FMVSS Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

X. Buy America (Check where applicable): (over \$150K rolling stock, construction, materials)

- The vendor or offeror hereby certifies it will comply with the requirements of 49 USC 5323(j) and the applicable regulations in 49 CFR 661, providing Buy America compliant manufactured goods or rolling stock.
- The vendor or offeror cannot comply with the requirements 49 USC 5323(j), but may qualify for an exception to the requirement pursuant to the regulations in 49 CFR 661.

Buy America Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

II. **SPECIAL PROJECT TYPE PROVISIONS - the following addenda are attached and endorsed as appropriate:**

- A. Construction or Architectural & Engineering Projects
- B. Transit Operations or Management Projects
- C. Intelligent Transportation System or Research & Development

EXHIBIT J

LIST OF VENDORS QUALIFIED AS DISADVANTAGE BUSINESS ENTERPRISES

DBE CONTRACTORS / SUBCONTRACTORS

Company Name	Street	City	State	Zip	Phone	Contact Person	Email
485111 - Mixed Mode Transit System							
V Technologies	133 Atwell Drive	Statesville	NC	28677	704-528-0620	Vicky L. Dohrer	vicky_dohrer@yahoo.com
485113 - Bus and Other Motor Vehicle Transit Systems							
Capital Transportation, Inc.	1170 North Cassady Ave.	Columbus	OH	43219	614-258-0400	Dave Evans	devans@capital-trans.com
People's Transit, LTD	29017 Highland Road	Romulus	MI	48174	734-467-7000	Charles W Covington, III	chuck@peoplestransit.com
485210 - Interurban and Rural Bus Transportation							
488410 - Motor Vehicle Towing							
8111 - Automotive Repair and Maintenance Category							
3rd Coast Turbos, LLC	11450 F.M.1960 W. #306	Houston	TX	77065	281-469-2270	Enrique Rodriguez	erodriguez1227@att.net
Ace Tire & Service	2613 E. 1st Street	Fort Worth	TX	76111	817-222-1100	Tina Gibson	tina@acetireservice.com
Advance Service and Parts	P.O. Box 541092	Grand Prairie	TX	75054	214-810-1241	Jesse Jenkins	j_seven@live.com
Aguirrie Paint & Body, Inc.	17200 IH-35 S.	Buda	TX	78610	512-312-5922	John Anthony Aguirrie	anthony@aguirrie.com
B & D Fleet Services	1330 N. Beltline Road	Mesquite	TX	75149	972-289-3291	Bobby Fuentes	donna@bdpaintbody.com
Bridget C. Thomas	2021 Airport Blvd	Austin	TX	78722	512-382-9265	Bridget Thomas	bubblez.suddz.carwash@gmail.com
Coach Crafters, Inc.	27530 County Rd 561	Tavares	FL	32778	800-334-2871	Anne Reitter Wolf	anne@coachcrafters.com
Dekalb Truck Service & Trucking, LLC	419 E. Front St.	Dekalb	TX	75559	903-278-6618	Betty Hall	dekalbtruckservice@gmail.com
Enviro-Shield, Inc.	PO Box 16106	Austin	TX	78761	334-462-1904	Alray Sumpter	enginediaper@oildiaper.com
Hogg's Automotive Training Academy, Inc.	2321 Martin Luther King, Jr. Blvd	Dallas	TX	75215	214-829-7777	Dalphine Hogg	hoggauto@sbcglobal.net

Jah Love Auto Service, Inc.	914 Prairie Trail	Austin	TX	78758	512-832-9459	Felix Ugwu	fiugwu@gmail.com
Lady Magic Detail Shop	2928 S. Lamar Street	Dallas	TX	75215	214-421-9414	Melonie Lynch	melonielynch2002@yahoo.com
Logan & Son Used Tire Service, Inc.	115 Cumberland Drive	Ovilla	TX	75154	972-617-0294	Otis Logan	melvinlogan@tx.rr.com
Lone Star Handicap Vans, LLC	12953 Highway 64 West	Tyler	TX	75704	903-592-8366	Norma Niederhofer	norma@lshvans.com
Natural Gas Vehicles Texas, Inc.	9233 Denton Dr. #200 & #300	Dallas	TX	75229	214-630-1000	Farroukh Zaidi	furyzaidi@ngvtexas.com
REM Services, Inc.	3730 Kirby Drive, Ste 1200	Houston	TX	77098	713-666-7613	Rise' Montrell	remser97@aol.com
SB Fleet-Lube, LLC.	11788 CR 53	Celina	TX	75009	972-491-5600	Llisle Budden	mary@fleet-lube.com
Six Construct, Inc.	3530 N Buckner Blvd	Dallas	TX	75228	214-824-9922	Hasan Ramadan	budgetbs@sbcglobal.net
Texas Body Shop	108 N. 15th Street	Canyon	TX	79015	806-655-4794	Derinda C Hamblen	texbody@wtcoxmail.com
561720 – Janitorial Services							
IDZ Enterprise, LLC	2233 Balboa Avenue	Ingleside	TX	78362	361-534-4244	Debra Garcia	debbiegarc20@gmail.com
ABS - A Best Services, Inc.	P.O. Box 284	Temple	TX	76504	281-943-4151	Olga Monge	olga@abestservicesinc.com
Ace Communications LTD. CO.	5151 Flynn Pkwy Ste 102	Corpus Christi	TX	78411	361-994-1405	Richard Valent	acecom1@att.net
All in 1 Resources, LLC	1402 Homestead Lane	Carrollton	TX	75007	214-893-7170	Phile Watson	phile_watson1@hotmail.com
Allied Supply Chain Support & Services, LLC	11601 Lago Vista West, #1117	Farmers Branch	TX	75062	855-694-6244	Vickie Stevenson	vstevenson@allied-scss.com
Annacious Service Commercial Cleaning	2563 Hall Johnson, Suite 1425	Grapevine	TX	76051	248-240-5571	Anna Marie Zimmerman	info@annaciouservices.com
ARYO Enterprises, LLC	9215 Gloxinia Drive	San Antonio	TX	78266	210-451-8404	Arnoldo Benavidez	ab@aryoenterprisesllc.com
Bestway Services, INC.	1211 Buchanan Street	Nashville	TN	37208	615-271-2177	Alfonso Betts	al@bestwayservices.com
C & S Cleaning Services, Inc	1520 Montclair	Plano	TX	75075	972-596-0213	Severo DeLa Cruz	sevydelacruz@gmail.com
Carpet 911 Cleaning & Restoration	3056 Luxar Way	Dallas	TX	75233	972-296-5911	Richard Thurman	info@callcarpet911.com
Clean and Fresh	2914 Dalview	Houston	TX	77091	832-689-1485	Irma Guadalupe	clnandfrsh@aol.com

						Aranda	
Cleveland Building Maintenance Services, LLC	568 CR 4893	Dayton	TX	77535	832-984-7703	Leola Cleveland	clolapearl@aol.com
Combined Building Maintenance Inc	11055 Dennis Rd, #11	Dallas	TX	75229	214-728-8417	Tommy Yi	tommy.ik.yi@gmail.com
Concept Facility Services, LLC	13440 TI Boulevard, Suite 7	Dallas	TX	75243	972-234-5582	Clifford Freaney	cliff@conceptsvcs.com
Corpcare, Inc.	5605 N. MacArthur Blvd, Ste#1083	Irving	TX	75038	214-876-0642	Mark Massey	mmassey@corpcareservices.com
Dusty & Dirty Cleaning Service	1509 Ruffian Rd.	Desoto	TX	75115	214-716-8837	Frank Ward	frankjward@sbcglobal.net
Eddie B. Hurst Jr.	1603 Gouda Ct.	Cedar Park	TX	78613	512-260-7035	Eddie Hurst	eddie.tcm@austin.rr.com
Exel Janitorial Services, Inc	10801 Hammerly Blvd. #126	Houston	TX	77043	832-358-3935	John Lopez	jlopez@exel-inc.com
Expert Maintenance & Construction Services LLC	P.O. Box 741	Prairieville	LA	70769	225-892-1490	James Moore	expertmaintservices@yahoo.com
Facilities Consulting Group, Inc.	1407 Round Table Drive	Dallas	TX	75247	214-631-4453	Edwin Mendenhall	ed.mendenhall@facilitiesconsulting.biz
Florida Cleaning Systems, Inc.	624 DOUGLAS AVE SUITE 1420	Altamonte Springs	FL	32714	407-268-4035	Rene Barrios	rene@fcsiservices.com
Glistening Spaces, Inc.	6910 Hockley Garden Ln.	Houston	TX	77049	832-640-5656	Johnny Harris	johnny@deluxecleaningconcepts.com
Goodman Janitorial Supplies and Services, Inc.	12450 Bissonnet, Suite 160	Houston	TX	77099	281-568-9149	Lonzo R. Goodman Sr.	goodmanjss@aol.com
Great Lakes Facility Management, LLC	503 S. Saginaw St. Ste. 739	Flint	MI	48502	866-206-1266	Fletcher Rheaves, Jr	f.rheaves@greatlakesmgmt.net
Hardy & Hardy Inc.	13955 Murphy Rd., Suite 201	Stafford	TX	77477	713-728-8100	Reginald W. Hardy, Sr.	rhardysr@hardyandhardy.com
Harry Jarbath	15006 Bowling Lane	Austin	TX	78734	512-779-0713	Harry Jarbath	harry@sanitaryclean.com
Infiniti Solutions Global LLC	3741 E. Hwy 76	Mullins	SC	29574	843-453-5749	Leo Phillips	infinitisolutionsglobal@gmail.com
Inside Professionals	17614 South Dr.	Cypress	TX	77433	281-373-0212	Lorene Parks	lparks7597@aol.com

J.E.S.V. Inc.	2212 Arlington Downs Rd. #105	Arlington	TX	76011	817-920-7773	Elizabeth Vargas	financecorp@premiercleansbetter.com
J.T. Dillard, LLC	25906 Emery Road	Cleveland	OH	44128	440-605-9000	James Terrell Dillard	terrell.dillard@zaymat.com
JCC Maintenance, LLC	1818 W. Tarrant Road	Grand Prairie	TX	75051	972-293-3265	Jose C Villarreal	jccmaintenance@yahoo.com
JE Specialties, Inc.	6031 South Loop East	Houston	TX	77033	713-640-1177	James W. Harris	sales@je-assoc.com
Jernigan Christian Servants & Associates, LLC	2801 Denton Tap Road, Apt 1617	Lewisville	TX	75067	877-739-5834	Tanya Jahwar	thetrinity@jerniganrsa.com
Kemp & Sons General Services, INC.	6815 Manhattan Blvd. Ste 100	Fort Worth	TX	76120	817-457-5367	Reginalea Kemp	estimating@kempandsons.net
Lone Star Janitorial, LLC	11323 Massive Mt.	Helotes	TX	78023	210-360-1617	Vernita Sneed	sneedv@callsj.com
Lorraine E. Flores	952 Skyline Road	Dale	TX	78616	512-517-6800	Lorraine Flores	
M & M Striping and Power Washing, LLC	6630 FM 78 #105	San Antonio	TX	78244	210-979-7912	Julio Martinez	info@mmspwservices.com
Make Ready Plus, LLC	10840 Sanden Dr., Suite B	Dallas	TX	75238	214-340-4200	Yvette Gonzalez	yvette@choosemrp.com
Michael A. Ross	3201 Century Park Blvd #423	Austin	TX	78727	512-541-4341	Michael Ross	mr@rossmedicalsupplies.com
Miller's Janitorial Service	4041 W. Wheatland Road, #156-309	Dallas	TX	75237	972-264-3370	Brenda Miller	b.millerservices@yahoo.com
Mr. Clean Janitorial & Supply, LLC	3412 Sakowitz St	Houston	TX	77026	713-672-0660	Michael Wade Smith	michael@mrcleanjanitorial.net
Norma Riskind Ventures, Inc.	844 Dalworth Dr. Suite #10	Mesquite	TX	75181	972-329-1137	Norma Riskind	normalriskind@att.net
Precise Cleaning Co LLC	613 Silver Spur Drive	Southlake	TX	76092	214-837-8812	David Alvarez	dcaaprecise@gmail.com
Premiere Building Maintenance Corporation	1416 McCalla Avenue	Knoxville	TN	37915	865-522-7731	Mark T. Isom	jfrazier@premierebuilding.com
QCS Unlimited, Inc.	2659 Gravel Drive	Fort Worth	TX	76118	817-284-5551	Clara Knox	info@qcs-clean.com
Quality Janitorial Services, LLC	7210 Stone Meadow Cir	Rowlett	TX	75088	972-463-3237	Martin Hernandez	qualityjanitorial@usa.com
Randles & Associates, LLC	6500 S.Padre Island Drive, Ste. 7A	Corpus Christi	TX	78412	361-360-8700	Shermal Randle	randlesandassoc@gmail.com
Ray Booker Trucking LLC	2107 Kings Drive	Brookston	TX	75421	903-491-9165	Ray C. Booker	raybooker55@gmail.com

Safety Stride Floor Treatment, LLC	1008 Laurel Oak Drive	Flower Mound	TX	75028	972-757-1747	Patricia Brown	safetystride@verizon.net
Simply Klean, LLC	P.O. Box 200522	Austin	TX	78720	800-991-0971	Mario Bennett	mario@simplyklean.org
Snells General Contractors	210 N. Bermuda St.	Waco	TX	76705	254-732-2094	Eric Arthur Snell	summers_suzanna@yahoo.com
Sonlight Cleaning Service, Inc.	P.O. Box 163312	Fort Worth	TX	76161	817-656-8109	Cathy Reichert	info@sonlightcleaning.com
Strother Enterprises, Inc.	100 S Broad Street, Suite 2130	Philadelphia	PA	19110	215-564-5538	Ernest L. Strother	admin@strotherenterprises.com
T & L Cleaning Services	16085 China Spring Road, P O Bos 644	China Spring	TX	76633	254-836-9864	Toni L. Percivill	tpercivill@msn.com
TFOM Corporation	8006 Mosquero Circle	Austin	TX	78748	512-374-9167	Terry Christopher	terrylc@tfomcorporation.com
Thomas Dukes	9905 N. FM 973	Round Rock	TX	78680	512-272-4551	Thomas Dukes	etmasonry@earthlink.net
TMG Industrial, Inc.	201 ST. Charles Ave., Suite 114-202	New Orleans	LA	77573	281-538-2220	Herbert Moore	hmoore@tmgindustrialinc.com
Triad Building Maintenance	2938 E. 12th Street	Austin	TX	78702	512-385-1189	Adrian Neely	a.neely@triadsvcs.com
Verdi Solutions, LLC	950 E.Bitters Rd 913	San Antonio	TX	78216	210-446-7242	Veronica Harber	veronica@verdisolutions.net
Wen's Janitorial Services, Inc.	1302 Waugh Dr., Ste 547	Houston	TX	77019	281-452-5087	Gwendolyn Beavers	gbeavers134@aol.com
Whayne and Sons Enterprises, Inc.	10515 E 40th Ave, Suite 103	Denver	CO	80239	303-375-8000	Richard Wayne	we@whayneenterprises.com
Xellent Services	16611 Grant Rd.	Cypress	TX	77429	281-345-0695	Xavier Leal/Maria Alvarez	xellent@xellentservices.com
Zlynx Enterprise, INC	6448 E Highway 290, Suite E107	Austin	TX	78723	512-451-8828	Clarence Williams	calvin@zlynxenterprise.com

EXHIBIT K

U.S. DOL LETTER

September 1, 2016

Robert C. Patrick
Regional Administrator
Federal Transit Administration - - Region VI
819 Taylor Street, Room 8A36
Fort Worth, Texas 76102

Re: FTA Application
City of Conroe
TX-2016-049

Dear Regional Administrator:

This is in reply to your request for certification of employee protective provisions for the above-referenced grant application under 49 U.S.C. § 5333. Revisions and/or amendments to this grant may be subject to additional certification in accordance with 29 C.F.R. § 215.

The January 3, 2011 Unified Protective Arrangement (UPA) provides to transportation related employees in the service area of the project protections satisfying the requirements of 49 U.S.C., Section 5333(b). The employees in the service area of the project, represented by Amalgamated Transit Union (ATU) Local 1700, shall be considered third party beneficiaries in accordance with condition three below. The City of Conroe, by executing the contract of assistance accepts the terms and conditions of the UPA.

Accordingly, the Department of Labor makes the certification called for under the statute with respect to the instant project on condition that:

1. This letter and the terms and conditions of the above employee protective arrangements, shall be made applicable to the instant project and made part of the contract of assistance, by reference;
2. The term "project" as used in the above arrangements shall be deemed to cover and refer to the instant project;
3. The protective arrangements certified by the Secretary of Labor are intended for the primary and direct benefit of transit employees in the service area of the project. These employees are intended third-party beneficiaries to the employee protective arrangements referenced in the grant contract between the U.S. Department of Transportation and the City of Conroe, and the parties to the

contract so signify by executing that contract. Such transit employees are also third-party beneficiaries to the protective arrangements incorporated in any subsequent contract(s) of assistance between the Grantee and any Recipient(s). Employees not represented by any labor organization, or if so represented through their representative on their behalf, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government;

4. Disputes over the interpretation, application and enforcement of the terms and conditions of the certified protective arrangements, including those disputes arising out of this letter of certification, shall be resolved in accordance with the procedures specified in the aforementioned certified arrangements; and
5. Employees of mass transportation providers in the service area of the project who are not represented by a union designated above shall be afforded substantially the same levels of protections as are afforded to the employees represented by the union(s) under the above referenced protective arrangements and this certification. Such protections include procedural rights and remedies as well as protections for individual employees affected by the project.

Should a dispute remain after exhausting any available remedies under the protective arrangements and absent mutual agreement to utilize any other final and binding resolution procedure, any party to the dispute may submit the controversy to final and binding arbitration. With respect to a dispute involving a union not designated above, if a component of its parent union is already subject to a protective arrangement, the arbitration procedures of that arrangement will be applicable. If no component of its parent union is subject to the arrangements, the Recipient or the union may request the American Arbitration Association to furnish an arbitrator and administer a final and binding resolution of the dispute under its Labor Arbitration Rules. If the employees are not represented by a union for purposes of collective bargaining, the Recipient or employee(s) may request the Secretary of Labor to designate a neutral third party or appoint a staff member to serve as arbitrator and render a final and binding determination of the dispute.

Sincerely,

Ann Comer

Ann Comer, Chief
Division of Statutory Programs

cc: Schery Portee/FTA
Shawn Johnson/City of Conroe
Jessica M. Chu/ATU

EXHIBIT L

POST AWARD FORMS

EXHIBIT L – POST AWARD FORMS

Form 1	Contractor Payment (DBE Participation) Form
Form 2	Annual Service Form
Form 3	Major Accident Report Form
Form 4	Incident Report Form
Form 5	Drug and Alcohol Management Information System Report Form
Form 6	Commuter Transit Vehicle Report Form

FORM 1 – CONTRACTOR PAYMENT (DBE PARTICIPATION) FORM

The DBE Participation form is to be included with each pay application until final payment of the contract has been made. The contractor will be provided an electronic version of this form in Excel, which includes detailed instructions and formulas, prior to the start of transit service.

CONTRACTOR PAYMENT REPORT FORM							
<p>Instructions: Contractors are required to complete and submit this report, as specified in the contract or as requested, until final payment of the contract has been made. Failure to comply with the DBE provisions may result in contract termination, or the suspension or debarment of the contractor from doing business with the Owner in the future in accordance with the procedures set forth in the DBE Program. This report must be submitted with each invoice. Instructions for completing this report can be found on the following page.</p>							
1. Contract Number, if applicable	2. Invoice Number	3. Reporting Period From: _____ To: _____		4. Contractor's Business Name	5. Contact Person	6. Address	
7. Telephone Number	8. Date of Contract Award	9. Schedule Date of Completion	10. Original Contract Amount	11. Current Contract Modifications	12. Total Amount Received to Date	13. Total Amount Owed	
			\$ _____	\$ _____	\$ _____	\$ _____	
14. Committed DBE %	15. Actual DBE Participation to date	16. Actual DBE % to Date					
	\$ _____	#VALUE!					
17	18	19	20	21	22	23	24
Name of DBE Subcontractor	Description of Work	Amount of payments made during current invoice period	Date of payments made during current invoice period	Subcontract Dollars	Amount paid to date	Percent Paid to Date	Amount of this invoice allocated to DBE subcontractor
<i>(Add rows to the table, as needed, to complete this section)</i>							
By completing this form, the Contractor acknowledges the Owner's prompt payment policy, which requires the Contractor to pay all subcontractors within 30 days of receiving payment from the Owner.							
Signature		Date Signed	Name and Title of Individual Completing Report				

DESCRIPTION OF INCIDENT

LIST OF WITNESSES

Provide a Complete List of any persons who may have witnessed the incident.

Name: _____

Address: _____

Phone Number: _____

Name: _____

Address: _____

Phone Number _____

Forward this form to the Client Rights Officer

For Client Rights Officer Use Only: _____

**FORM 5 – DRUG AND ALCOHOL MANAGEMENT INFORMATION SYSTEM
REPORT FORM**

The Contractor is required to submit a drug and alcohol report annually online at <https://transit-safety.fta.dot.gov/DrugAndAlcohol/DAMIS/default.aspx>, Drug and Alcohol MIS Reporting. The contractor will be provided a user name and password annually by the City.

Appendix H to Part 40 – DOT Drug and Alcohol Testing Management Information System (MIS) Data Collection Form (**provided for informational purposes only**)

The following form is the MIS Data Collection form required for use beginning in 2011 to report calendar year 2010 MIS data.

U.S. DEPARTMENT OF TRANSPORTATION DRUG AND ALCOHOL TESTING MIS DATA COLLECTION FORM

Calendar Year Covered by this Report: _____

OMB No. 2105-0529

Form DOT F 1385 (Rev. 5/2008)

I. Employer:

Company Name: _____

Doing Business As (DBA) Name (if applicable): _____

Address: _____ E-mail: _____

Name of Certifying Official: _____ Signature: _____

Telephone: (____) _____ Date Certified: _____

Prepared by (if different): _____ Telephone: (____) _____

C/TPA Name and Telephone (if applicable): _____ (____) _____

Check the DOT agency for which you are reporting MIS data; and complete the information on that same line as appropriate:

___ FMCSA – Motor Carrier: DOT #: _____ Owner-operator: (circle one) YES or NO Exempt (Circle One) YES or NO

___ FAA – Aviation: Certificate # (if applicable): _____ Plan / Registration # (if applicable): _____

___ PHMSA – Pipeline: (Check) Gas Gathering ___ Gas Transmission ___ Gas Distribution ___ Transport Hazardous Liquids ___ Transport Carbon Dioxide ___

___ FRA – Railroad: Total Number of observed/documentated Part 219 “Rule G” Observations for covered employees: _____

___ USCG – Maritime: Vessel ID # (USCG- or State-Issued): _____ (If more than one vessel, list separately.)

___ FTA – Transit

II. Covered Employees: (A) Enter Total Number Safety-Sensitive Employees In All Employee Categories:

--

(B) Enter Total Number of Employee Categories:

--

(C)

Employee Category	Total Number of Employees in this Category

If you have multiple employee categories, complete Sections I and II (A) & (B). Take that filled-in form and make one copy for each employee category and complete Sections II (C), III, and IV for each separate employee category.

III. Drug Testing Data:

Type of Test	1	2	3	4	5	6	7	8	9	10	11	12	13
	Total Number Of Test Results [Should equal the sum of Columns 2, 3, 9, 10, 11, and 12]	Verified Negative Results	Verified Positive Results ~ For One Or More Drugs	Positive For Marijuana	Positive For Cocaine	Positive For PCP	Positive For Opiates	Positive For Amphetamines	Refusal Results				
								Adulterated	Substituted	“Shy Bladder” ~ With No Medical Explanation	Other Refusals To Submit To Testing		
Pre-Employment													
Random													
Post-Accident													
Reasonable Susp./Cause													
Return-to-Duty													
Follow-Up													
TOTAL													

IV. Alcohol Testing Data:

Type of Test	1	2	3	4	5	6	7	8	9
	Total Number Of Screening Test Results [Should equal the sum of Columns 2, 3, 7, and 8]	Screening Tests With Results Below 0.02	Screening Tests With Results 0.02 Or Greater	Number Of Confirmation Tests Results	Confirmation Tests With Results 0.02 Through 0.039	Confirmation Tests With Results 0.04 Or Greater	Refusal Results		Cancelled Results
							“Shy Lung” ~ With No Medical Explanation	Other Refusals To Submit To Testing	
Pre-Employment									
Random									
Post-Accident									
Reasonable Susp./Cause									
Return-to-Duty									
Follow-Up									
TOTAL									

PAPERWORK REDUCTION ACT NOTICE (as required by 5 CFR 1320.21)

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2105-0529. Public reporting for this collection of information is estimated to be approximately 90 minutes per response, including the time for reviewing instructions, completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, U.S. Department of Transportation, Office of Drug and Alcohol Policy and Compliance, 1200 New Jersey Avenue, SE, Suite W62-300, Washington, D.C. 20590.

Title 18, USC Section 1001, makes it a criminal offense subject to a maximum fine of \$10,000, or imprisonment for not more than 5 years, or both, to knowingly and willfully make or cause to be made any false or fraudulent statements or representations in any matter within the jurisdiction of any agency of the United States.

**U.S. DEPARTMENT OF TRANSPORTATION
DRUG AND ALCOHOL TESTING MIS DATA COLLECTION FORM
INSTRUCTION SHEET**

This Management Information System (MIS) form is made-up of four sections: employer information; covered employees (i.e., employees performing DOT regulated safety-sensitive duties) information; drug testing data; and alcohol testing data. The employer information needs only to be provided once per submission. However, you must submit a separate page of data for each employee category for which you report testing data. If you are preparing reports for more than one DOT agency then you must submit DOT agency-specific forms.

Please type or print entries legibly in black ink.

TIP ~ Read the entire instructions before starting. Please note that USCG-regulated employers do not report alcohol test results on the MIS form.

Calendar Year Covered by this Report: Enter the appropriate year.

Section I. Employer

1. Enter your company's name, to include when applicable, your "doing business as" name; current address, city, state, and zip code; and an e-mail address, if available.
2. Enter the printed name, signature, and complete telephone number of the company official certifying the accuracy of the report and the date that person certified the report as complete.
3. If someone other than the certifying official completed the MIS form, enter that person's name and phone number on the appropriate lines provided.
4. If a Consortium/Third Party Administrator (C/TPA) performs administrative services for your drug and alcohol program operation, enter its name and phone number on the appropriate lines provided.
5. DOT Agency Information: Check the box next to the DOT agency for which you are completing this MIS form. Again, if you are submitting to multiple DOT agencies, you must use separate forms for each DOT agency.
 - a. If you are completing the form for FMCSA, enter your FMCSA DOT Number, as appropriate. In addition, you must indicate whether you are an owner-operator (i.e., an employer who employs only himself or herself as a driver) and whether you are exempt from providing MIS data. Exemptions are noted in the FMCSA regulation at 382.103(d).
 - b. If you are completing the form for FAA, enter your FAA Certificate Number and FAA Antidrug Plan / Registration Number, when applicable.
 - c. If you are completing the form for PHMSA, check the additional box(s) indicating your type of operation.
 - d. If you are completing the form for FRA, enter the number of observed/documented Part 219 "Rule G" Observations for covered employees.
 - e. If you are submitting the form for USCG, enter the vessel ID number. If there is more than one number, enter the numbers separately.

Section II. Covered Employees

1. In Box II-A, enter the total number of covered employees (i.e., employees performing DOT regulated safety-sensitive duties) who work for your company. Then enter, in Box II-B, the total number of employee categories that number represents. If you have employees, some of whom perform duties under one DOT agency and others of whom perform duties under another DOT agency, enter only the number of those employees performing duties under the DOT agency for whom you are submitting the form. If you have covered employees who perform multi-DOT agency functions (e.g., an employee drives a commercial motor vehicle and performs pipeline maintenance duties for you), count the employee only on the MIS report for the DOT agency regulating more than 50 percent of the employee's safety sensitive function.

[Example: If you are submitting the information for the FRA and you have 2000 covered employees performing duties in all FRA-covered service categories – you would enter “2000” in the first box (II-A) and “5” in the second box (II-B), because FRA has five safety-sensitive employee categories and you have employees in all of these groups. If you have 1000 employees performing safety-sensitive duties in three FRA-covered service categories (e.g., engine service, train service, and dispatcher/operation), you would enter “1000” in the first box (II-A) and “3” in the second box (II-B).]

TIP ~ To calculate the total number of covered employees, add the total number of covered employees eligible for testing during each random testing selection period for the year and divide that total by the number of random testing periods. (However, no company will need to factor the average number of employees more often than once per month.) For instance, a company conducting random testing quarterly needs to add the total of covered employees they had in the random pool when each selection was made; then divide this number by 4 to obtain the yearly average number of covered employees. It is extremely important that you place all eligible employees into these random pools. [As an example, if Company A had 1500 employees in the first quarter random pool, 2250 in the second quarter, 2750 in the third quarter; and 1500 in the fourth quarter; $1500 + 2250 + 2750 + 1500 = 8000$; $8000 / 4 = 2000$; the total number of covered employees for the year would be reported as, “2000”.

If you conduct random selections more often than once per month (e.g., you select daily, weekly, bi-weekly), you do not need to compute this total number of covered employees rate more than on a once per month basis. Therefore, employers need not compute the covered employees rate more than 12 times per year.]

2. If you are reporting multiple employee categories, enter the specific employee category in box II-C; and provide the number of employees performing safety-sensitive duties in that specific category.

[Example: You are submitting data to the FTA and you have 2000 covered employees. You have 1750 personnel performing revenue vehicle operation and the remaining 250 are performing revenue vehicle and equipment maintenance. When you provide vehicle operation information, you would enter “Revenue Vehicle Operation” in the first II-C box and “1750” in the second II-C box. When you provide data on the maintenance personnel, you would enter “Revenue Vehicle and Equipment Maintenance” in the first II-C box and “250” in the second II-C box.]

TIP ~ *A separate form for each employee category must be submitted. You may do this by filling out a single MIS form through Section II-B and then make one copy for each additional employee category you are reporting. [For instance, if you are submitting the MIS form for the FMCSA, you need only submit one form for all FMCSA covered employees working for you – your only category of employees is “driver.” If you are reporting testing data to the FAA and you employ only flight crewmembers, flight attendants, and aircraft maintenance workers, you need to complete one form each for category – three forms in all. If you are reporting to FAA and have all FAA categories of covered employees, you must submit eight forms.]*

Here is a full listing of covered-employee categories:

FMCSA (one category): Driver

FAA (eight categories): Flight Crewmember; Flight Attendant; Flight Instructor; Aircraft Dispatcher; Aircraft Maintenance; Ground Security Coordinator; Aviation Screener; Air Traffic Controller

PHMSA (one category): Operation/Maintenance/Emergency Response

FRA (five categories): Engine Service; Train Service; Dispatcher/Operation; Signal Service; Other [Includes yardmasters, hostlers (non-engineer craft), bridge tenders; switch tenders, and other miscellaneous employees performing 49 CFR 228.5 (c) defined covered service.]

USCG (one category): Crewmember

FTA (five categories): Revenue Vehicle Operation; Revenue Vehicle and Equipment Maintenance; Revenue Vehicle Control/Dispatch; CDL/Non-Revenue Vehicle; Armed Security Personnel

Section III. Drug Testing Data

This section summarizes the drug testing results for all covered employees (to include applicants). The table in this section requires drug test data by test type and by result. The categories of test types are: Pre-Employment; Random; Post-Accident; Reasonable Suspicion / Reasonable Cause; Return-to-Duty, and Follow-Up.

The categories of type of results are: Total Number of Test Results [excluding cancelled tests and blind specimens]; Verified Negative; Verified Positive; Positive for Marijuana; Positive for Cocaine; Positive for PCP; Positive for Opiates; Positive for Amphetamines; Refusals due to Adulterated, Substituted, “Shy Bladder” with No Medical Explanation, and Other Refusals to Submit to Testing; and Cancelled Results.

TIP ~ Do not enter data on blind specimens submitted to laboratories. Be sure to enter all pre-employment testing data regardless of whether an applicant was hired or not. You do not need to separate reasonable suspicion and reasonable cause drug testing data on the MIS form. [Therefore, if you conducted only reasonable suspicion drug testing (i.e., FMCSA and FTA), enter that data; if you conducted only reasonable cause drug testing (i.e., FAA, PHMSA, and USCG); or if you conducted both under FRA drug testing rules, simply enter the data with no differentiation.] For USCG, enter any “Serious Marine Incident” testing in the Post-Accident row. For FRA, do not enter post accident data (the FRA does not collect this data on the MIS form). Finally, you may leave blank any row or column in which there were no results, or you may enter “0” (zero) instead. Please note that cancelled tests are not included in the “total number of test results” column.

Section III, Column 1. Total Number of Test Results ~ This column requires a count of the total number of test results in each testing category during the entire reporting year. Count the number of test results as the number of testing events resulting in negative, positive, and refusal results. Do not count cancelled tests and blind specimens in this total.

[Example: A company that conducted fifty pre-employment tests would enter “50” on the Pre-Employment row. If it conducted one hundred random tests, “100” would be entered on the Random row. If that company did no post-accident, reasonable suspicion, reasonable cause, return-to-duty, or follow-up tests, those categories will be left blank or zeros entered.]

Section III, Column 2. Verified Negative Results ~ This column requires a count of the number of tests in each testing category that the Medical Review Officer (MRO) reported as negative. Do not count a negative-dilute result if, subsequently, the employee underwent a second collection; the second test is the test of record.

[Example: If forty-seven of the company’s fifty pre-employment tests were reported negative, “47” would be entered in Column 2 on the Pre-Employment row. If ninety of the company’s one hundred random test results were reported negative, “90” would be entered in Column 2 on the Random row. Because the company did no other testing, those other categories would be left blank or zeros entered.]

Section III, Column 3. Verified Positive Results ~ For One Or More Drugs ~ This column requires a count of the number of tests in each testing category that the MRO reported as positive for one or more drugs. When the MRO reports a test positive for two drugs, it would count as one positive test.

[Example: If one of the fifty pre-employment tests was positive for two drugs, “1” would be entered in Column 3 on the Pre-Employment row. If four of the company’s one hundred random test results were reported positive (three for one drug and one for two drugs), “4” would be entered in Column 3 on the Random row.]

■ **Section III, Columns 4 through 8. Positive** (for specific drugs) ~ These columns require entry of the by-drug data for which specimens were reported positive by the MRO.

[Example: The pre-employment positive test reported by the MRO was positive for marijuana, “1” would be entered in Column 4 on the Pre-Employment row. If three of the four positive results for random testing were reported by the MRO to be positive for marijuana, “3” would be entered in Column 4 on the Random row. If one of the four positive results for random testing was reported positive for both PCP and opiates, “1” would be entered in Column 6 on the Random row and “1” would be entered in Column 7 of the Random row.]

TIP ~ Column 1 should equal the sum of Columns 2, 3, 9, 10, 11, and 12. Remember you have not counted specimen results that were ultimately cancelled or were from blind specimens. So, $Column\ 1 = Column\ 2 + Column\ 3 + Column\ 9 + Column\ 10 + Column\ 11 + Column\ 12$. Certainly, double check your records to determine if your actual results count is reflective of all negative, positive, and refusal counts.

An MRO may report that a specimen is positive for more than one drug. When that happens, to use the company example above (i.e., one random test was positive for both PCP and opiates), the positive results should be recorded in the appropriate columns – PCP and opiates in this case. There is no expectation for Columns 4 through 8 numbers to add up to the numbers in Column 3 when you report multiple positives.

Section III, Columns 9 through 12. Refusal Results ~ The refusal section is divided into four refusal groups – they are: Adulterated; Substituted; “Shy Bladder” ~ With No Medical Explanation; and Other Refusals To Submit to Testing. The MRO reports two of these refusal types – adulterated and substituted specimen results – because of laboratory test findings.

When an individual does not provide enough urine at the collection site, the MRO conducts or causes to have conducted a medical evaluation to determine if there exists a medical reason for the person’s inability to provide the appropriate amount of urine. If there is no medical reason to support the inability, the MRO reports the result to the employer as a refusal to test: Refusals of this type are reported in the “Shy Bladder” ~ With No Medical Explanation category.

Finally, additional reasons exist for a test to be considered a refusal. Some examples are: the employee fails to report to the collection site as directed by the employer; the employee leaves the collection site without permission; the employee fails to empty his or her pockets at the collection site; the employee refuses to have a required shy bladder evaluation. Again, these are only four examples: there are more.

■ **Section III, Column 9. Adulterated** ~ This column requires the count of the number of tests reported by the MRO as refusals because the specimens were adulterated.

[Example: If one of the fifty pre-employment tests was adulterated, “1” would be entered in Column 9 of the Pre-Employment row.]

■ **Section III, Column 10. Substituted** ~ This column requires the count of the number of tests reported by the MRO as refusals because the specimens were substituted.

[Example: If one of the 100 random tests was substituted, “1” would be entered in Column 10 of the Random row.]

■ **Section III, Column 11. “Shy Bladder” ~ With No Medical Explanation** ~ This column requires the count of the number of tests reported by the MRO as being a refusal because there was no legitimate medical reason for an insufficient amount of urine.

[Example: If one of the 100 random tests was a refusal because of shy bladder, “1” would be entered in Column 11 of the Random row.]

■ **Section III, Column 12. Other Refusals To Submit To Testing** ~ This column requires the count of refusals other than those already entered in Columns 9 through 11.

[Example: If the company entered “100” as the number of random specimens collected, however it had five employees who refused to be tested without submitting specimens: two did not show up at the collection site as directed; one refused to empty his pockets at the collection site; and two left the collection site rather than submit to a required directly observed collection. Because of these five refusal events, “5” would be entered in Column 11 of the Random row.]

TIP ~ *Even though some testing events result in a refusal in which no urine was collected and sent to the laboratory, a “refusal” is still a final test result. Therefore, your overall numbers for test results (in Column 1) will equal the total number of negative tests (Column 2); positives (Column 3); and refusals (Columns 9, 10, 11, and 12). Do not worry that no urine was processed at the laboratory for some refusals; all refusals are counted as a testing event for MIS purposes and for establishing random rates.*

Section III, Column 13. Cancelled Tests ~ This column requires a count of the number of tests in each testing category that the MRO reported as cancelled. You must not count any cancelled tests in Column 1 or in any other column. For instance, you must not count a positive result (in Column 3) if it had ultimately been cancelled for any reason (e.g., specimen was initially reported positive, but the split failed to reconfirm).

[Example: If a pre-employment test was reported cancelled, “1” would be entered in Column 13 on the Pre-Employment row. If three of the company’s random test results were reported cancelled, “3” would be entered in Column 13 on the Random row.]

TOTAL Line. Columns 1 through 13 ~ This line requires you to add the numbers in each column and provide the totals.

Section IV. Alcohol Testing Data

This section summarizes the alcohol testing conducted for all covered employees (to include applicants). The table in this section requires alcohol test data by test type and by result. The categories of test types are: Pre-Employment; Random; Post-Accident; Reasonable Suspicion / Reasonable Cause; Return-to-Duty, and Follow-Up.

The categories of results are: Number of Screening Test Results; Screening Tests with Results Below 0.02; Screening Tests with Results 0.02 Or Greater; Number of Confirmation Test Results; Confirmation Tests with Results 0.02 through 0.039; Confirmation Tests with Results 0.04 Or Greater; Refusals due to “Shy Lung” with No Medical Explanation, and Other Refusals to Submit to Testing; and Cancelled Results.

TIP ~ Be sure to enter all pre-employment testing data regardless of whether an applicant was hired or not. Of course, for most employers pre-employment alcohol testing is optional, so you may not have conducted this type of testing. You do not need to separate “reasonable suspicion” and “reasonable cause” alcohol testing data on the MIS form. [Therefore, if you conducted only reasonable suspicion alcohol testing (i.e., FMCSA, FAA, FTA, and PHMSA), enter that data; if you conducted both reasonable suspicion and reasonable cause alcohol testing (i.e., FRA), simply enter the data with no differentiation.] PHMSA does not authorize “random” testing for alcohol. Finally, you may leave blank any row or column in which there were no results, or you may enter “0” (zero) instead. Please note that USCG-regulated employers do not report alcohol test results on the MIS form: Do not fill-out Section IV if you are a USCG-regulated employer.

Section IV, Column 1. Total Number of Screening Test Results ~ This column requires a count of the total number of screening test results in each testing category during the entire reporting year. Count the number of screening tests as the number of screening test events with final screening results of below 0.02, of 0.02 through 0.039, of 0.04 or greater, and all refusals. Do not count cancelled tests in this total.

[Example: A company that conducted twenty pre-employment tests would enter “20” on the Pre-Employment row. If it conducted fifty random tests, “50” would be entered. If that company did no post-accident, reasonable suspicion, reasonable cause, return-to-duty, or follow-up tests, those categories will be left blank or zeros entered.]

Section IV, Column 2. Screening Tests With Results Below 0.02 ~ This column requires a count of the number of tests in each testing category that the BAT or STT reported as being below 0.02 on the screening test.

[Example: If seventeen of the company’s twenty pre-employment screening tests were reported as being below 0.02, “17” would be entered in Column 2 on the Pre-Employment row. If forty-four of the company’s fifty random screening test results were reported as being below 0.02, “44” would be entered in Column 2 on the Random row. Because the company did no other testing, those other categories would be left blank or zeros entered.]

Section IV, Column 3. Screening Tests With Results 0.02 Or Greater ~ This column requires a count of the number of screening tests in each testing category that BAT or STT reported as being 0.02 or greater on the screening test.

[Example: If one of the twenty pre-employment tests was reported as being 0.02 or greater, “1” would be entered in Column 3 on the Pre-Employment row. If four of the company’s fifty random test results were reported as being 0.02 or greater, “4” would be entered in Column 3 on the Random row.]

Section IV, Column 4. Number of Confirmation Test Results ~ This column requires entry of the number of confirmation tests that were conducted by a BAT as a result of the screening tests that were found to be 0.02 or greater. In effect, all screening tests of 0.02 or greater should have resulted in confirmation tests. Ideally the number of tests in Column 3 and Column 4 should be the same. However, we know that this required confirmation test sometimes does not occur. In any case, the number of confirmation tests that were actually performed should be entered in Column 4.

[Example: If the one pre-employment screening test reported as 0.02 or greater had a subsequent confirmation test performed by a BAT, “1” would be entered in Column 4 on the Pre-Employment row. If three of the four random screening tests that were found to be 0.02 or greater had a subsequent confirmation test performed by a BAT, “3” would be entered in Column 4 on the Random row.]

Section IV, Column 5. Confirmation Tests With Results 0.02 Through 0.039 ~ This column requires entry of the number of confirmation tests that were conducted by a BAT that led to results that were 0.02 through 0.039.

[Example: If the one pre-employment confirmation test yielded a result of 0.042, Column 5 of the Pre-Employment row would be left blank or zeros entered. If two of the random confirmation tests yielded results of 0.03 and 0.032, “2” would be entered in Column 5 of the Random row.]

Section IV, Column 6. Confirmation Tests With Results 0.04 Or Greater ~ This column requires entry of the number of confirmation tests that were conducted by a BAT that led to results that were 0.04 or greater.

[Example: Because the one pre-employment confirmation test yielded a result of 0.042, “1” would be entered in Column 6 of the Pre-Employment row. If one of the random confirmation tests yielded a result of 0.04, “1” would be entered in Column 6 of the Random row.]

TIP ~ *Column 1 should equal the sum of Columns 2, 3, 7, and 8. The number of screening tests results should reflect the number of screening tests you have no matter the result (below 0.02 or at or above 0.02, plus refusals to test), unless of course, the tests were ultimately cancelled. So, Column 1 = Column 2 + Column 3 + Column 7 + Column 8. Certainly, double check your records to determine if your actual screening results count is reflective of all these counts.*

There is no need to record MIS confirmation tests results below 0.02: That is why we have no column for it on the form. [If the random test that screened 0.02 went to a confirmation test, and that confirmation test yielded a result below 0.02, there is no place for that confirmed result to be entered.] We assume that if a confirmation test was completed but not listed in either Column 5 or Column 6, the result was below 0.02. In addition, if the confirmation test ended up being cancelled, it should not have been included in Columns 1, 3, or 4 in the first place.

Section IV, Columns 7 and 8. Refusal Results ~ The refusal section is divided into two refusal groups – they are: Shy Lung ~ With No Medical Explanation; and Other Refusals To Submit to Testing. When an individual does not provide enough breath at the test site, the company requires the employee to have a medical evaluation to determine if there exists a medical reason for the person’s inability to provide the appropriate amount of breath. If there is no medical reason to support the inability as reported by the examining physician, the employer calls the result a refusal to test: Refusals of this type are reported in the “Shy Lung ~ With No Medical Explanation” category.

Finally, additional reasons exist for a test to be considered a refusal. Some examples are: the employee fails to report to the test site as directed by the employer; the employee leaves the test site without permission; the employee fails to sign the certification at Step 2 of the ATF; the employee refuses to have a required shy lung evaluation. Again, these are only four examples; there are more.

■ **Section IV, Column 7. “Shy Lung” ~ With No Medical Explanation** ~ This column requires the count of the number of tests in which there is no medical reason to support the employee’s inability to provide an adequate breath as reported by the examining physician; subsequently, the employer called the result a refusal to test.

[Example: If one of the 50 random tests was a refusal because of shy lung, “1” would be entered in Column 7 of the Random row.]

■ **Section IV, Column 8. Other Refusals To Submit To Testing** ~ This column requires the count of refusals other than those already entered in Columns 7.

[Example: The company entered “50” as the number of random specimens collected, however it had one employee who did not show up at the testing site as directed. Because of this one refusal event, “1” would be entered in Column 8 of the Random row.]

TIP ~ *Even though some testing events result in a refusal in which no breath (or saliva) was tested, there is an expectation that your overall numbers for screening tests (in Column 1) will equal the total number of screening tests with results below 0.02 (Column 2); screening tests with results 0.02 or greater (Column 3); and refusals (Columns 7 and 8). Do not worry that no breath (or saliva) was tested for some refusals; all refusals are counted as a screening test event for MIS purposes and for establishing random rates.*

Section IV, Column 9. Cancelled Tests ~ This column requires a count of the number of tests in each testing category that the BAT or STT reported as cancelled. Do not count any cancelled tests in Column 1 or in any other column other than Column 9. For instance, you must not count a 0.04 screening result or confirmation result in any column, other than Column 9, if the test was ultimately cancelled for some reason (e.g., a required air blank was not performed).

[Example: If a pre-employment test was reported cancelled, “1” would be entered in Column 9 on the Pre-Employment row. If three of the company’s random test results were reported cancelled, “3” would be entered in Column 13 on the Random row.]

TOTAL Line. Columns 1 through 9 ~ This line requires you to add the numbers in each column and provide the totals.

FORM 6 – COMMUTER TRANSIT VEHICLE REPORT FORM

**Pilot Project's Name
(Contractor's Name)**

Transit Vehicle Report: Month, Year

Identifying Designation for All Vehicles Providing Service for this Project:	Specific Vehicle Designation*	Specific Vehicle Designation*	Specific Vehicle Designation*	Specific Vehicle Designation*
Vehicle Make and Model				
Engine Manufacturer, Engine Model Year				
Actual Vehicle Miles ¹				
NOx Emission Factor for Engine ⁰ (g/bhp-hr)				
VOC Emission Factor for Engine ⁰ (g/bhp-hr)				
CO Emission Factor for Engine ⁰ (g/bhp-hr)				
If there are multiple routes: Please identify the routes on which the vehicle operates				

* Designations may be in any format, so long as specific vehicles are referenced by the same designation throughout the course of the contract.

¹ The miles the vehicles travel while in revenue service plus deadhead miles.

⁰ The emission factor at which the engine was certified in grams per brake horsepower-hour (g/bhp-hr)

<u>Additional or Explanatory Remarks:</u>

EXHIBIT M

ACKNOWLEDGEMENT OF ADDENDA

EXHIBIT M – ACKNOWLEDGEMENT OF ADDENDA

CONROE CONNECTION TRANSIT SERVICE

SOLICITATION #1027-2016

The undersigned acknowledges receipt of the following addenda to the City Request for Proposal documents (give number and date of each)

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the request which would require rejection of the proposal.

The undersigned understands that any condition stated above, clarification of the above, or information submitted on or with this form other than requested will render the quotation non-responsive.

DATE: _____

RESPONDENT/ CONTRACTOR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

AUTHORIZING OFFICIAL
SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

EXHIBIT N

RESPONDENT INFORMATION FORM

RESPONDENT INFORMATION FORM

*Instructions: Respondent shall complete and submit this form as a part of the proposal.
Respondent may submit information not fitting on this form as an attachment to the form.*

COMPANY INFORMATION

LEGAL BUSINESS NAME: _____

ARE YOU A / AN: INDIVIDUAL, LIMITED PARTNERSHIP, GENERAL PARTNERSHIP, CORPORATION, LIMITED LIABILITY COMPANY

TAX ID NUMBER: _____

DUNS NUMBER: _____

ADDRESS: _____

CITY, STATE ZIP CODE: _____

CONTACT: _____

TELEPHONE NUMBER: _____

E-MAIL: _____

YEAR ESTABLISHED: _____

NUMBER OF EMPLOYEES (COMPANY-WIDE): _____

EARLIEST SERVICE START DATES:

FIXED ROUTE WITH PARATRANSIT SERVICE: _____

COMMUTER SERVICE: _____

NUMBER OF AVAILABLE DRIVERS:

FIXED ROUTE WITH PARATRANSIT SERVICE: _____

COMMUTER SERVICE: _____

OPERATIONAL HOUR LIMITATIONS, IF ANY: _____

HOW MANY YEARS HAS YOUR ORGANIZATION BEEN PROVIDING:

FIXED ROUTE SERVICE: _____

ADA PARATRANSIT SERVICE: _____

COMMUTER SERVICE: _____

COMPANY PRACTICES

The Respondent shall answer the following questions for current company practices.

ACCESS TO E-MAIL	YES	NO
ACCESS TO INTERNET	YES	NO
MAINTAIN A DRUG AND ALCOHOL PROGRAM	YES	NO
PERFORM BACKGROUND CHECKS	YES	NO
PERFORM SENSITIVITY TRAINING WITH OPERATORS	YES	NO
PREPARE MONTHLY REPORTS	YES	NO
PROVIDE TRAINING ON ADA-ACCESSIBLE EQUIPMENT	YES	NO
PERIODIC SAFETY MEETINGS WITH OPERATORS	YES	NO

COMPANY POLICIES AND PROCEDURES

Indicate whether Respondent's company maintains and implements the following policies and procedures. If yes, then please attach a copy of your policy or procedure to the proposal.

ACCIDENT AND INCIDENT REPORTING	YES	NO
ACCIDENT SAFETY RECORDS MANAGEMENT <i>(Respondent shall provide three (3) years of accident safety records, loss history, and experience modifier)</i>	YES	NO
COMPLAINTS	YES	NO
FARE COLLECTION CONTROLS	YES	NO
HEALTH, SAFETY, AND ENVIRONMENT TRAINING <i>(including hazardous materials, inspection plans, and records)</i>	YES	NO
OVERSIGHT OF DAILY OPERATIONS	YES	NO
RECORDS MANAGEMENT	YES	NO
SECURITY	YES	NO
SUPERVISION	YES	NO
TRAINING	YES	NO

(including ADA equipment, sensitivity, safety sensitive positions specific and drug and alcohol training)

U.S. DOT DRUG AND ALCOHOL PLAN **YES** **NO**
(including testing)

VEHICLE MAINTENANCE AND RECORDS MANAGEMENT **YES** **NO**
(including pre- and post-trip vehicles inspections, scheduling maintenance, original equipment manufacturer's recommended requirements for preventative and unscheduled transit vehicle maintenance and ADA equipment and unscheduled maintenance)

STAFFING

LIST THE NUMBER OF PERSONNEL EMPLOYED OR WILL BE EMPLOYED IN THE PERFORMANCE OF PROVIDING:

FIXED ROUTE WITH PARATRANSIT SERVICE

CLASSIFICATION/POSITION	NUMBER OF EMPLOYEES
Operations Manager	
Administrative Staff	
Reservation Staff	
Driver Supervisors	
Bus Drivers	
Maintenance Staff	
Other (Specify)	

COMMUTER SERVICE

CLASSIFICATION/POSITION	NUMBER OF EMPLOYEES
Operations Manager	
Administrative Staff	
Driver Supervisors	
Bus Drivers	
Maintenance Staff	
Other (Specify)	

REFERENCES

The Respondent shall provide at least three (3) references for which the same or similar Service has been provided within the past five (5) years.

Company:	Contact Person:
Email:	Phone:
Address:	Location of Service:
Contract Hourly Rate: \$	Performing as: <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor
Contract Start Date:	Expected End Date:
Type of Transportation Service:	
Describe Transportation Service:	

Company:	Contact Person:
Email:	Phone:
Address:	Location of Service:
Contract Hourly Rate: \$	Performing as: <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor
Contract Start Date:	Expected End Date:
Type of Transportation Service:	
Describe Transportation Service:	

Company:	Contact Person:
Email:	Phone:
Address:	Location of Service:
Contract Hourly Rate: \$	Performing as: <input checked="" type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor
Contract Start Date:	Expected End Date:
Type of Transportation Service:	
Describe Transportation Service:	

Company:	Contact Person:
Email:	Phone:
Address:	Location of Service:
Contract Hourly Rate: \$	Performing as: <input type="checkbox"/> Prime Contractor <input checked="" type="checkbox"/> Subcontractor
Contract Start Date:	Expected End Date:
Type of Transportation Service:	
Describe Transportation Service:	

COMMUTER SERVICE EQUIPMENT

PLEASE IDENTIFY THE TRANSIT VEHICLES THE RESPONDENT WILL PROVIDE FOR THE COMMUTER SERVICE.

QTY	MANUFACTURER	MODEL	YEAR	# OF SEATS	# OF W/C SPACES	OWNED OR LEASED	CURRENT OR TO BE ACQUIRE

PROPOSED OPERATIONS

WHERE DOES THE RESPONDENT PROPOSE TO STORE VEHICLES?

FIXED ROUTE WITH COMPLEMENTARY PARATRANSIT SERVICE VEHICLES

COMMUTER SERVICE VEHICLES

OVERNIGHT: _____

MIDDAY: _____

SUBCONTRACTOR INFORMATION

Please list any proposed subcontractors being utilized for the scope of work.

COMPANY NAME	DUNS NUMBER	RESPONSIBILITY	QUALIFICATIONS

PRICE PROPOSAL INFORMATION

Please breakdown what costs are included in the Price Proposal as follows.

FIXED ROUTE SERVICE

Fixed Cost Excluding Revenue Vehicles: _____

Variable Cost (Operations): _____

Fixed Cost (Fixed Route Buses): _____

Additional Fixed Cost Excluding Revenue Vehicles: _____

COMPLEMENTARY ADA PARATRANSIT

Fixed Cost Excluding Revenue Vehicles: _____

Variable Cost (Operations): _____

Fixed Cost (Paratransit Minivans): _____

Additional Fixed Cost Excluding Revenue Vehicles: _____

COMMUTER SERVICE

Fixed Cost Excluding Revenue Vehicles: _____

Variable Cost (Operations): _____

Fixed Cost (Motor Coaches): _____

Additional Fixed Cost Excluding Revenue Vehicles: _____

THE UNDERSIGNED CERTIFIES THAT HE/SHE IS LEGALLY AUTHORIZED BY THE RESPONDENT TO MAKE THE STATEMENTS AND REPRESENTATIONS CONTAINED IN THIS DOCUMENT, AND REPRESENTS AND WARRANTS THAT THE INFORMATION IS TRUE AND ACCURATE TO THE BEST OF HIS/HER KNOWLEDGE, AND INTENDS THAT THE CITY RELY THEREON IN EVALUATING THE PROPOSAL.

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____

RESPONDENT/
CONTRACTOR: _____

EXHIBIT O

PRICE PROPOSAL FORM

EXHIBIT O – PRICE PROPOSAL FORM

Conroe Connection Transit Service

SOLICITATION #1027-2016

PRICE PROPOSAL CERTIFICATION

The Undersigned Agrees That:

- A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.
- B. Prices in this proposal have not knowingly been disclosed with any other Respondent and will not be prior to award.
- C. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- D. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- E. The individual signing this proposal certifies that the Respondent has not violated the antitrust laws of the State, Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws.
- F. The individual signing this proposal certifies that he/she is a legal Agent of the Respondent, authorized to represent the Respondent, and is legally responsible for the offer with regard to supporting documentation and prices provided.

(Company Name) (Name of Authorized Agent – Printed)

(Street Address / P.O. Box) (Authorized Agent Signature)

(City / State / Zip Code) (Date)

This form is available in MS Excel upon request.

FIXED ROUTE BUS WITH COMPLEMENTARY ADA PARATRANSIT SERVICE PRICING - EXISTING SERVICE

EXISTING SERVICE

Item #	Item Description	Annual Unit of Measure	Annual Quantity	Fixed Unit Price	Extended Price Year 1
A1	Fixed Cost Excluding Revenue Vehicles - Fixed Route	Month	12		0
A2	Fixed Cost Excluding Revenue Vehicles - Paratransit	Month	12		0
A3	Variable Cost – Fixed Route Operations	Revenue Hour	6,200		0
A4	Variable Cost – Paratransit Operations	Revenue Hour	6,200		0
Total					0

Note:

Each subsequent contract year, including the Two (2) one-Year options, after Year 1 is increased by 2% over the previous year.

EXISTING SERVICE VEHICLE REPLACEMENT - CONTRACT YEAR 3

Item #	Item Description	Quantity of Vehicles	Unit of Measure	Contract Year 3 through Year 5			Option Year 1			Option Year 2		
				Quantity	Fixed Unit Price	Extended Price	Quantity	Fixed Unit Price	Extended Price	Quantity	Fixed Unit Price	Extended Price
A5	Fixed Cost – Fixed Route Buses	1	Month	36		0	12		0	12		0
A6	Fixed Cost – Paratransit Minivans	2	Month	36		0	12		0	12		0

EXISTING SERVICE VEHICLE REPLACEMENT - CONTRACT YEAR 4

Item #	Item Description	Quantity of Vehicles	Unit of Measure	Contract Year 4 through Year 5			Option Year 1			Option Year 2		
				Quantity	Fixed Unit Price	Extended Price	Quantity	Fixed Unit Price	Extended Price	Quantity	Fixed Unit Price	Extended Price
A7	Fixed Cost – Fixed Route Buses	1	Month	24		0	12		0	12		0

FIXED ROUTE BUS WITH COMPLEMENTARY ADA PARATRANSIT SERVICE PRICING - SERVICE EXPANSION

SERVICE EXPANSION YEAR 1

Item #	Item Description	Annual Unit of Measure	Annual Quantity	Fixed Unit Price	Extended Price Year 1
A8	Additional Fixed Cost Excluding Revenue Vehicles - Fixed Route	Month	12		0
A9	Additional Fixed Cost Excluding Revenue Vehicles - Paratransit	Month	12		0
A10	Variable Cost – Fixed Route Operations	Revenue Hour	3,100		0
A11	Variable Cost – Paratransit Operations	Revenue Hour	3,100		0
Total					0

Note:

Each subsequent contract year, including the Two (2) one-Year options, after Year 1 is increased by 2% over the previous year.

Item #	Item Description	Quantity of Vehicles	Unit of Measure	Contract Year 1 through Year 5			Option Year 1			Option Year 2		
				Quantity	Fixed Unit Price	Extended Price	Quantity	Fixed Unit Price	Extended Price	Quantity	Fixed Unit Price	Extended Price
A12	Fixed Cost – Fixed Route Buses		Month	60		0	12		0	12		0
A13	Fixed Cost – Paratransit Minivans		Month	60		0	12		0	12		0

SERVICE EXPANSION YEAR 2

Item #	Item Description	Annual Unit of Measure	Annual Quantity	Fixed Unit Price	Extended Price Year 2
A14	Additional Fixed Cost Excluding Revenue Vehicles - Fixed Route	Month	12		0
A15	Additional Fixed Cost Excluding Revenue Vehicles - Paratransit	Month	12		0
A16	Variable Cost – Fixed Route Operations	Revenue Hour	3,100		0
A17	Variable Cost – Paratransit Operations	Revenue Hour	3,100		0
Total					0

Note:

Each subsequent contract year, including the Two (2) one-Year options, after Year 2 is increased by 2% over the previous year.

Item #	Item Description	Quantity of Vehicles	Unit of Measure	Contract Year 2 through 5			Option Year 1			Option Year 2		
				Quantity	Fixed Unit Price	Extended Price	Quantity	Fixed Unit Price	Extended Price	Quantity	Fixed Unit Price	Extended Price
A18	Fixed Cost – Fixed Route Buses		Month	48		0	12		0	12		0
A19	Fixed Cost – Paratransit Minivans		Month	48		0	12		0	12		0

COMMUTER BUS SERVICE PRICING - START UP

START UP

Item #	Item Description	Unit of Measure	Quantity	Fixed Unit Price	Extended Price Year 1
B1	Fixed Cost Excluding Revenue Vehicles - Commuter	Month	12		0
B2	Variable Cost – Commuter Operations	Revenue Hour	6,552		0
Subtotal					0

Notes:

Each subsequent contract year, including the Two (2) one-Year options, after Year 1 is increased by 2% over the previous year.

Item #	Item Description	Quantity of Coaches	Unit of Measure	Contract Year 1 through Year 5			Option Year 1			Option Year 2		
				Quantity	Fixed Unit Price	Extended Price	Quantity	Fixed Unit Price	Extended Price	Quantity	Fixed Unit Price	Extended Price
B3	Fixed Cost – Motor Coaches		Month	60		0	12		0	12		0

COMMUTER BUS SERVICE PRICING - SERVICE EXPANSION

MIDDAY SERVICE EXPANSION YEAR 2

Item #	Item Description	Unit of Measure	Quantity	Fixed Unit Price	Extended Price Year 2
B4	Additional Fixed Cost Excluding Revenue Vehicles - Commuter	Month	12		0
B5	Variable Cost – Commuter Operations	Revenue Hour	504		0
Subtotal					0

Notes:

1. Each subsequent contract year, including the Two (2) one-Year options, after Year 3 is increased by 2% over the previous year.
2. This expansion of service assumes the Motor Coaches used for AM and PM Peak Service are available to make runs during midday at no additional monthly fixed cost.

SERVICE EXPANSION YEAR 3

Item #	Item Description	Unit of Measure	Quantity	Fixed Unit Price	Extended Price Year 3
B6	Additional Fixed Cost Excluding Revenue Vehicles - Commuter	Month	12		0
B7	Variable Cost – Commuter Operations	Revenue Hour	2,016		0
Subtotal					0

Notes:

Each subsequent contract year, including the Two (2) one-Year options, after Year 3 is increased by 2% over the previous year.

Item #	Item Description	Quantity of Coaches	Unit of Measure	Contract Year 3 through Year 5			Option Year 1			Option Year 2		
				Quantity	Fixed Unit Price	Extended Price	Quantity	Fixed Unit Price	Extended Price	Quantity	Fixed Unit Price	Extended Price
B8	Fixed Cost – Motor Coaches		Month	36		0	12		0	12		0

EXHIBIT P

CITY OF CONROE REVENUE VEHICLE INVENTORY

Exhibit P
City of Conroe Revenue Vehicle Inventory

<u>Description</u>	<u>ID Number</u>	<u>Fuel Type</u>	<u>Mileage</u>	<u>Use and Condition</u>	<u>Acquisition Date</u>	<u>In Service Date</u>	<u>Useful Life</u>	<u>Cost</u>	<u>Vested Title</u>
2014 Glaval Titan II Low Floor 28 foot	VIN 1GB6G5BG9E1193476 Unit Number 1473	Gasoline	40,045	Fixed Route / Good	12/15/2014	1/19/2015	7 years / 200,000 miles	\$135,000	City of Conroe
2014 Glaval Titan II Low Floor 28 foot	VIN 1GB6G5BG5E1192812 Unit Number 1474	Gasoline	36,643	Fixed Route / Good	12/15/2014	1/19/2015	7 years / 200,000 miles	\$135,000	City of Conroe
2014 Glaval Titan II Low Floor 28 foot	VIN 1GB6G5BG3E1194204 Unit Number 1475	Gasoline	38,470	Fixed Route / Good	12/15/2014	1/19/2015	7 years / 200,000 miles	\$135,000	City of Conroe
2014 Glaval Titan II Low Floor 28 foot	VIN 1GB6G5BG0E1193320 Unit Number 1476	Gasoline	41,373	Fixed Route / Good	12/15/2014	1/19/2015	7 years / 200,000 miles	\$135,000	City of Conroe
2015 Dodge Grand Caravan ADA Accessible	VIN 2C4RDGCG6FR515810 Vehicle Unit 1603	Gasoline	6,798	Complementary ADA Paratransit / Good	12/12/2015	3/28/2016	4 years / 100,000 miles	\$58,046	City of Conroe / TxDOT Lien
2015 Dodge Grand Caravan ADA Accessible	VIN 2C4RDGCG7FR749048 Vehicle Unit 1604	Gasoline	10,751	Complementary ADA Paratransit / Good	12/12/2015	3/28/2016	4 years / 100,000 miles	\$58,046	City of Conroe / TxDOT Lien

EXHIBIT Q

CITY OF CONROE COMPLEMENTARY ADA PARATRANSIT PLAN

The Complementary ADA Paratransit Plan is available in its entirety at
<http://www.cityofconroe.org/departments/transit/plans-programs>.

EXHIBIT R

VEHICLE IDLING REDUCTION POLICY



CITY OF CONROE

Est. 1904

Subject: Vehicle Idling Reduction Policy

Conroe Connection Transit idle-reduction program is a way to:

- Save money by burning less fuel.
- Reducing wear and tear on engines.
- Protecting the health of the bus operators, passengers and the general public that are in the vicinity of the buses.
- Reduce the overall impact on air quality.

The City of Conroe's Vehicle Idling Reduction Policy:

“City Transit vehicles will not be parked with its engine operating for more than 5 minutes unless it is essential for performance work. Exceptions are during an initial engine warm-up period in weather below 32 Fahrenheit and during periods of extreme cold weather below 32 Fahrenheit and/or in very hot weather, when heat stress due to temperature is likely and air-conditioned vehicles are needed to be used as relief stations. When engines must be left operating, for any reason, the operator will remain with the vehicle.”

Some exceptions to the vehicle idling policy are:

- In situations where shutting off the engine may compromise an operator's safety, a vehicle may idle under the discretion of the operator.
- During the buildup of air pressure for brakes and suspension.
- For the operation of equipment integral to the vehicle.
- During extreme cold weather or heat, where idling may be necessary for the well-being of the operator and passengers.

This policy shall be effective immediately from this date of April 3, 2017.

Thomas E. Woolley, Jr.
Assistant Director of Projects/Transportation

cc: Scott Taylor, P.E. – Director of Public Works, City of Conroe

EXHIBIT S

CONROE CONNECTION LOGO AND BRANDING



EXHIBIT T

GLAVAL TITAN II ORDER

National Bus Sales and Leasing

Glaval LOW FLOOR: TITAN II LF ORDER FORM

01/07/14

Dealer No / Name: **NATIONAL BUS SALES**

Shipping Location: Justin, TX

Shipping Contact: Pete Stevens-404-510-6745

Salesperson: JEFF JOHNSON

Telephone No: 512-750-6115

End User: Shawn Johnson CITY OF CONROE

Address: Transit Division

City/State/Zip: 505 West, Conroe, Texas 77301

Contact: Shawn Johnson

Requested Delivery Date

Dealer Purchase Order No.

IS THIS BUS BEING PAID FOR BY ARRA FUNDS? _____ YES _____XX_____ NO

WILL THIS BUS BE INSPECTED BY AN OUTSIDE INSPECTOR? _____XX_____ YES _____ NO

COD

Floorplan

RELEASE CHASSIS THROUGH CHEV DEALER # _____

****CONVERSION ONLY PRICES - CHASSIS IS NOT INCLUDED IN PRICE****

GM 6.0 GAS TITAN II LOW FLOOR CUTAWAY: 14,200 GVWR - 96" WIDE BODY

CLB8328C	1	28' TITAN II LF W/ 40" ELEC DOOR: CHEV EXPRESS 214" WB; 324 HP; 6.0L V8 VORTEC GAS; 6 SPEED TRANS; 14,200 GVWR WITH "PURPOSE BUILT" LOW FLOOR CONSTRUCTION, 4 CORNER AIR BAG SUSPENSION, AND LARGE MOR-VIEW WINDOW (MAX CAPACITY SUBJECT TO WEIGHT ANALYSIS)		
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NOTE: THE TITAN II LOW FLOOR MUST BE SOLD AND REGISTERED IN THE UNITED STATES. IF NOT, DEALER MAY BE LIABLE FOR PENALTIES FROM GENERAL MOTORS AND / OR GLAVAL BUS.

Chassis Level _____

VIN _____

OPTION #	QTY	DESCRIPTION		
----------	-----	-------------	--	--

Chassis Options

		PURCHASING NOTE: MUST SEND OUT CHASSIS TO GET KNEELING COMPRESSOR ADDED BEFORE PRODUCTION BUILD.		
G20875	1	ACT 2012-13 G-CUT LOW FLOOR 6.0L GAS KNEELING / AIR RIDE COMPRESSOR INSTALLATION		
G15348-1	1	FULL FRONT END ALIGNMENT (INCLUDE COMPUTER PRINTOUT OF CASTER, CAMBER, TOE-IN) TITAN II LF ONLY		
G15387	1	FAST IDLE WITH INTERLOCK & COMPLETE DISPLAY, INTERMOTIVE #GTWY605 GM EXPRESS C3500 / C4500		
G35016-1	1	BATTERY BOX AND POWDER COATED TRAY W/ROD LATCH AND TOP HINGED LAMINATED DOOR W/ TRIM TITAN II LF		
G15203	1	ENGINE HOUR METER, 2.27" ROUND, W/BLACK HOUSING HOBBS #85093-03		
G15259-2	1	VALVE STEM EXTENSIONS, SPORT/PRIMETIME/UNIVERSAL/TITAN II /TITAN II LOWFLOOR E350/450 C3500/4500 16" RIM CLAMP ON		
G15119	1	STAINLESS STEEL SNAP ON WHEEL COVER #FL60-59 (ALL 16" 8 LUG, 4 HOLE WHEELS - '08 & UP)		
G15233	1	VOLTMETER WITH NEEDLE TYPE GAUGE		
G15201	1	EXHAUST, STREET SIDE (Engineering approval required with drop floor rear luggage options on a Concorde II) NOT AVAIL W/MNTD SPARE TIRE ON 158" WB & 186" WB, PRODUCTION NOTE: FIXED WINDOW REQUIRED WITH THIS OPTION - PIPE WILL COME OUT ON THE SIDE OF THE		
G15210	0.5	FRONT MUD FLAPS, 10x18, E350/E450/C3500/C4500		

Climate Control - ACC

****NOTE: BTU RATINGS INCLUDE CHASSIS/DASH AIR OF APPROXIMATELY 15,000 BTU****

*****NOTE: MUST SELECT ALTERNATOR UPGRADE FOR A/C WITH SINGLE ALTERNATOR - SEE ELECTRICAL OPTIONS*****

GM 6.0L GAS CHASSIS

99	1	ACC TC70 85,000 BUT AIR CONDITIONING C4500 TITAN II LF 6.0L GAS		
----	---	-----------------------------------------------------------------	--	--

Auxiliary Heaters

T - 2

		NOTE: STD HEATER SWITCH IS THE OEM DASH CONTROL. IF A SEPARATE HEATER SWITCH IS REQUIRED FOR EACH HEATER, SELECT X1 FOR UP TO 2 HEATERS; X2 FOR UP TO 3 HEATERS, ETC.		
		NOTE: HEATER LOCATION WILL BE IN FRONT OF REAR AXLE, ENGINEERING APPROVAL NEEDED FOR BEHIND REAR AXLE LOCATIONS		
G20101	1	HEATER, 65,000 BTU FLOOR MOUNTED, #465 p/n 50-000-510 (BULK)		
		Audio and Video Options		
		NOTE: 4 SPEAKERS IN BODY PLUS THE OEM DRIVER & CO-PILOT DOOR SPEAKER(S) ARE WORKING		
G55294	1	MIRROR, 7"LCD REAR VIEW REPLACEMENT & 20 LED NIGHT VISION CAMERA MODEL: IRM-60-OEM PN: 61260L		
		Electric Options		
G35031	1	ALTERNATOR UPGRADE, KEI SURE CHARGE 240 AMP 12V INTERNAL REGULATION GM 4500 4 PIN CLOCKED-BSI - TITAN II LOW FLOOR		
G35519	1	TRANSIGN, FRONT LED "DESTINATOR" DESTINATION SIGN #680 WITH CONTROL PANEL, 16 X 80 PIXELS, 33" x 9.5" - DEALER TO PROVIDE DESTINATIONS TO BE PROGRAMMED, Universal, Titan II, Legacy, Primetime, Universal Dual Door		
G70172	1	UPGRADE LIGHT BAR LIGHTS TO 3" X 6" LED, INCLUDING DRIVER'S DOME LIGHT (Except on Legacy & Concorde II) , 28' - 33' 9-15 LIGHTS		
G35178	4	TRANSIGN, HE, ULTRA SLIM MODULAR LED STAR LIGHT 24"		
G70183	1	UPGRADE ADA LIGHTS IN LIFT PKG TO LED INCLUDES 1 INTERIOR & 1 SKIRT (TITAN II LF)		
G35243	1	LED EXT LIGHTING PKG INC: CLEARANCE, UPPER MARKER LIGHT, LOWER REAR SIDE MARKER LIGHT, SIDE MARKER-DIRECTIONAL LIGHT, 3RD BRAKE LIGHT, LICENSE PLATE LIGHT, BRAKE LIGHTS, BACK UP LIGHTS & REAR TURNS		
G35206	1	ARMOR FOR FRONT LED AMBER CLEARANCE (5) & REAR LED RED MARKER LIGHTS (5) METAL, POWDER COATED BLACK		
G35108	0.25	"AS BUILT" WIRING DIAGRAMS, HARD COPY OR CD		
		NOTE: ONE MANUAL FOR A RUN OF 4 BUSES		
		Exterior Options		
		PRODUCTION NOTE: INSTALL RUBBER STYLE REAR WHEEL FLAIRS ILO ABS MOLDED FLAIRS (RECOMMENDED IN PROMINENT SNOW ENVIRONMENTS)		
G40136	5	WINDOW FIXED SQ. BONDED 46.5 X 32.5 WITH 18% LIGHT TRANS & FULL GLOSSY BLACK OUT, HEHR 6499 series each		
G40160	1	WINDOW FIXED, SQ BONDED 60.5 X 22.5 REAR EGRESS WITH 18% LIGHT TRANS & FULL GLOSSY BLACK OUT HEHR 5201 series		
G40137	2	WINDOW FIXED SQ.BONDED 46.5 X 32.5 EGRESS WITH 18% LIGHT TRANS & FULL GLOSSY BLACK OUT, HEHR 6499 series each		
G40138	1	WINDOW FIXED SQ. BONDED 22.5 X 32.5 WITH 18% LIGHT TRANS & FULL GLOSSY BLACK OUT, HEHR 6499 series each		
G35569	1	MIRROR, EXTERIOR HEATED REMOTE VELVAC C3500/C4500 DUAL DOOR DELUXE W/CONVEX & TURNS # 714551		
G40202-2	1	RUNNING BOARD DRIV SIDE 12" DIAMOND PLATE, C3500/C4500		
		PRODUCTION NOTE: ADDITIONAL SUPPORT FOR DIAMOND RUNNING BOARD(S)		
G55207	1	FRONT CAP SPRAY FOAM INSULATION, Approx 1", 6.25 R-value		
		Exterior Paint and Graphics		
G45000	1	CUSTOM PAINT PRODUCTION NOTE: DO NOT CAULK BUS PRIOR TO PAINT. USE CLEAR CAULK AFTER PAINT - SEE ATTACHED ELEVATION DRAWING ****CALL FOR QUOTE		
		NEED DUPONT PAINT CODE		
G45103	1	CUSTOM GRAPHICS (CALL FOR QUOTE)		
		NEED VINYL SELECTION		
		Paratransit Options		
		NOTE: ALL BUSES MUST HAVE MINIMUM OF 2 W/C POSITIONS TO MEET ADA		
		Q-Strait		
G70122	2	Q'STRAIT MESH STORAGE POUCH (Holds 1 set of Tie Downs)		
G70120	2	Q'STRAIT WEBBING LOOPS (1 SET OF 4 FOR EACH W/C LOCATION)		
G70153	2	Q'STRAIT Q-8300-A1-SC QRT MAX SLIDE & CLICK AUTOMATIC RETRACTOR SYSTEM W/PEG		
99		Q8-6209-SC BELTS AND Q8-7580-A FLOOR ASSEMBLY		
G70193		Q'STRAIT D/S QUBE OCCUPANT SECUREMENT SYSTEM INCL: QUBE BRACKET, LAP&SHOULDER BELT, SLIDE N'CLICK BRACKET		
		Miscellaneous		
G75041	4	DECAL, INTERNATIONAL WHEEL CHAIR ACCESS SYMBOL		
		Ramp / Options		
G70205	1	RAMP PKG, BF3462Y-2 BRAUN 34" X 62" POWERED TITAN II LF,1:6 RATIO, GAS ONLY		
		Ramp Package Includes: Ramp, Interlock Module, ADA Signs, ADA Lift & Lighting		
		Safety Options		
		PRODUCTION NOTE: YELLOW FRICTION STRIPS AT TOP & BOTTOM OF INTERIOR RAMPED FLOOR		
G75001	1	BACK UP ALARM		
G75004	1	ROOF HATCH, SMI, 1976-028-011, STANDARD SAFETY VENT II - GREY		
G75047	1	EMERGENCY EXIT WINDOW ALARM, BUZZER & DASH RED LIGHT		
G75112	3	EMERGENCY EXIT LED RED LIGHTS 10,000 HOUR (EACH) SPECIFY LOCATION		
		PRODUCTION NOTE: LOCATE RED LIGHTS OVER THE EMERGENCY WINDOWS & / OR DOORS ???		
G75006	1	FIRE EXTINGUISHER, 5#		
G75011	1	FIRST AID KIT, SPEC-31		
G75025	1	HAND RAIL FWD OF ENTRANCE DOOR (FOR USE WITH ELECTRIC DOOR ONLY)		

G75305	1	GRAB HANDLE SET STAINLESS STEEL 23" LONG, MOUNTS TO 40" ENTRY DOORS, ALL MODELS		
G75032	1	HAND RAILS, OVERHEAD (2), 28'- 33' Unit Required to meet ADA on bus over 22'		
G75055	1	MIRROR, INTERIOR, 6"X 9", CONVEX		
G75095	1	ALL STANCHION AND GRAB RAILS TO BE POWDER COATED YELLOW		
99	1	DRIVER'S SIDE STANCHION & MODESTY PANEL WITH 1/4' CLEAR PLEXIGLASS BARRIER. STANCHION & PLEXIGLASS SHALL EXTEND 3" PST THE RIGHT HAND SIDE OF THE DRIVER'S SEAT. PLEXIGLASS BARRIER SHALL INCLUDE A CUTOUT FOR HANDHOLD WITH A 1-1/2" CLEARANCE BETWEEN THE STANCHION AND THE BARRIER.		
.	.	PRODUCTION NOTE: C/S MODESTY PANEL SET AT NO LESS THAN 1" BETWEEN BOTTOM OF PANEL AND THE FLOOR.		
.	.	PRODUCTION NOTE: FASTENING OF THE MODESTY PANELS SHALL BE BY BOLTS OR RIVETS. SCREWS WILL NOT BE ACCEPTABLE.		
G75103	1	SAFETY TRIANGLES (SET OF 3)		
.	.	Interior Options		
G55077	1	AZDEL SUPERLITE PANELS ILO ALL LAUAN PANELS (Includes Ceiling), 28-33'		
G55244	1	RECESSED ACCESS PLATE FUEL TANK SENDING UNIT (N/A ON C3500 GM)		
G55120	1	FLOORING, ALTRO 28' - 33' QUICK SHIP PROGRAM, META 2.2: Storm, Genome, Black & Bison; CHROMA 2.2: Cayman & Capri SPECIFY COLOR		
G60106	1	INTERIOR ADVERTISING RAILS (BOTH SIDES) PRODUCTION NOTE: INSTALL ADVERTISING RAILS OVER THE LIGHT BAR, MOVE LIGHTS & SPEAKERS FROM THE LIGHT BAR TO THE CEILING. INSTALL SPEAKERS 34" CENTER TO CENTER (WIDTH)		
.	.	Luggage/Storage Options		
G60040	1	STORAGE RACK ILO CO-PILOT SEAT (21-1/2"SQ BY 9-1/4" HIGH), C4500		
G60100	1	"OLD STYLE" LARGE DOOR LOCKING CUSTOM SIZE FRONT GLOVE BOX W/ 2 THUMB LATCHES IF APPLICABLE - AS LARGE AS SPACE ALLOWS		
.	.	Freedman Seating - FEATHERWEIGHT SEATS		
G50403	6	FEATHER WEIGHT, 17.5" LOW BACK DOUBLE RIGID		
G50000	1	FW, 17.5", 5 PLACE LOW BACK SEAT, NO QUICK DISCONNECT		
.	.	Freedman Seating - Flip Seats (ALL)		
G50524	2	FW, 34" AM DOUBLE FORWARD FACING FOLDAWAY (Wall Mount)		
.	.	Freedman Seating - Fabric Selection - Per Passenger Seat		
G50604	21	PASSENGER SEAT LEVEL 5		
G55054	0	FREEDMAN NON-STOCKED FABRIC UPCHARGE, PER PERSON *CALL FOR LEAD TIME		
.	.	Driver Seat / Driver's Seat Accessories		
G50323	1	USSC EVOLUTION G2ELP DRIVER'S SEAT WITH STD BLACK CLOTH, RECLINE, LUMBAR, RH ARMREST, ALSO INCLUDES CHEVY SEAT BELT BRACKET & BOLT KIT, MANUAL PEDESTAL, C3500/C4500		
.	.	Seat Belts		
G80017	21	90" MANUAL SEAT BELT (SEATBELT SOLUTIONS)		
G80024	21	10" SEAT BELT EXTENDER, MANUAL LAP BELTS ONLY (SEATBELT SOLUTIONS)		
G80004	1	WEB CUTTER		
.	.	Delivery		
GL-F	1060	FREIGHT FEE PER MILE		
GL-SF	1060	FUEL SURCHARGE PER MILE		
.	.	Miscellaneous (Comments/or Other)		
G30205	0.25	"AS BUILT" PARTS MANUAL		
.	.	NOTE: ONE MANUAL FOR A RUN OF 4 BUSES		
G30100	1			

Base Vehicle Total Price	\$119,567.00
"8 Camera" System with 6 Cameras	\$4,760.00
PA System	\$980.00
Additional Seats and Larger Body	\$6,800.00
Custom Graphics (two tone paint included in the base price of the bus)	\$1,350.00
M4 Diamond Farebox	\$1,250.00
Freight is included in the base price of the bus	\$0.00
Passenger Door will only operate when the vehicle is in Park.	\$0.00
ORDER NET TOTAL	\$134,707.00

CHASSIS STANDARD FEATURES

CHEVY 4500 W/SPARTAN LF CONVERSION

GLAVAL CHASSIS CODE	CTB212	CTB212A	CTB213	CTB213A
ENGINE	DURAMAX 6.6L V8 TURBO DIESEL TORQUE: 525 FT LBS @ 1600 RPM		VORTEC 6.0L V8 GAS TORQUE: 373 FT LBS @4400 RPM	
TRANSMISSION	6-SPEED AUTOMATIC W/OD (INCLUDES TOW HAUL)			
WHEELBASE CONVERSIONS	166" / 190" / 214"			
CAB TO AXLE	107" / 131" / 155"			
GVWR	14,200 #			
ALTERNATOR	DUAL 145 AMP		SINGLE 145 AMP	
BATTERY	DUAL 770 CCA		SINGLE 770 CCA	
AXLE - FRONT CAPACITY	4,600#			
SPRING RATING	4,600#			
AXLE - REAR CAPACITY	9,600#			
SPRING RATING	9,600#			
AXLE RATIO	3.73			
TURNING RADIUS CONVERSIONS	29.3' / 31.6' / 33.9'			
SUSPENSION CONVERSIONS (KNEELING SYSTEM)	FRONT AIR SPRINGS AND SHOCK ABSORBERS REAR TRAILING ARM AIR SUSPENSION			
STEERING	POWER STEERING W/TILT & CRUISE			
BRAKES	DISC 4-WHEEL ANTILOCK			
FUEL TANK	57 GALLON			
TIRES/WHEELS	LT225/75R16E ALL SEASON 16" X .5" 8-LUG PAINTED WHITE STEEL			
GLAVAL STANDARDS	SHUTTLE BUS PREP PACKAGE AM/FM STEREO W/CD CHROME GRILLE/BUMPER HIGH IDLE DAYTIME RUNNING LIGHTS BLOCK HEATER (DSL - 1000 WATT, GAS - 400 WATT)			
	DRIVER HIGH BACK BUCKET RH DOOR DELETE	DRIVER & CO-PILOT HIGH BACK BUCKETS POWER WINDOWS/LOCKS	DRIVER HIGH BACK BUCKET RH DOOR DELETE	DRIVER & CO-PILOT HIGH BACK BUCKETS POWER WINDOWS/LOCKS

**Freedman Seating
Bus Fabrics
In-Stock Program**

<http://www.freedmanseating.com/fabrics/>

Fabric Levels	
1	Olefin and Newport/Oxen vinyl
2	Oxen/Newport and Sherpa/Shire combos
3	Sherpa, Shire, Asteroid and Prediction/Cameo vinyl
3.5	CMI Medallion vinyl
4	CMI/Bus Textil, LaFrance, Sierra Leathermate, Repel Icon, D-90, Dimensions Nanocide vinyl
5	Repel combo, Tower, Carnival, and Streamers, NPF
6	Repel Voltage, LaFrance Level 6 and Synergy EH

Oxen vinyl: Level 1

001-Oxen Black
641-Oxen Dark Brown
642-Oxen Dark Blue
643-Oxen Crimson Red
644-Oxen Saddle Tan
672-Oxen Grey

Newport Vinyl: Level 1

624-Regatta Blue
685-Newport Burgundy
686-Newport Ash Grey
688-Newport Cadet Blue
691-Newport Sea Green

Sierra Leathermate vinyl: Level 4

206-Raven Black
207-Adriatic Blue
208-Light Grey
209-Garnet

Dimensions Nanocide: Level 4

119-Late Evening Blue
120-Charcoal

LaFrance Level 4

240-Ice 2000 Blue combo	239-Ice 2000 Blue insert
242-Ice 2000 Burgundy combo	241-Ice 2000 Burgundy insert
249-Ritz Dubonnet Combo	247 Ritz Dubonnet insert
293-Tile Slate combo	292-Tile Slate insert
295-Vision Slate combo	294-Vision Slate insert

CMI/Bus Textil Level 4

153-Orbit Blue combo (B)	152-Orbit Blue insert
155-Pennants Blue combo (B)	154-Pennants Blue insert
158-Flags Grey combo (G)	157-Flags Grey insert
160-Orbit Grey combo (G)	159-Orbit Grey insert
124-Incense Blue combo (G)	123-Incense Blue insert
111-Chance Black combo (N)	110 Chance Black insert

CMI/Bus Textil Level 4

276-Majestic Blue (N)	341-Boomer Grey (N)
278-Majestic Ruby (N)	342-Polaris Blue (N)
340-Boomer Blue (N)	343-Hermes Navy Blue (N)

All over patterns-There is no trim

These are also in stock at Amaya

Ritz Dubonnet uses #248 Dubonnet Halley trim

All Ice 2000, Tower, Carnival, Streamers & LaFrance Level 6 combos include #230 Grey or #399 Blue trim & carpet back.

CMI/Bus Textil fabrics include carpet back. Trims material for combos are: B-#156 Bolster Blue, G-#151 Bolster Grey, N-No trim material

Use combo no. when ordering seats, use other nos. when ordering fabric only.

NOTE: ONLY USE "COMBO" FABRIC FOR SEATS THAT HAVE BOXING TRIM (I.E. FEATHERWEIGHTS).

Olefin: Level 1

055-New Blueberry
056-New Sand
057-New Charcoal Grey
058-New Wine

Asteroid: Level 3

130-Plum
131-Navy
132-Charcoal

Predictions/Cameo vinyl: Level 3

588-Cameo Ivy Green
595-Silversurf Grey
600-Clipper Blue
607-Claret
610-Misty Bay Grey
612-Indigo Blue

Synergy EH: Level 6

134-Steel Grey
135-Navy
136-Burgundy
137-Forest Green

Shire (Tweeds): Level 3

964-Shire Grey Mix
951-Shire Heath
960-Shire Ascot
975-Shire Jade

Sherpa (Solids): Level 3

962-Sherpa Maroon
967-Sherpa Royal
965-Sherpa Grey Heather
955-Sherpa Dark Blue
974-Sherpa Jade
945-Sherpa Academy Blue
089-Sherpa Hunter Green
971-Sherpa Black

Medallion Vinyl: Level 3.5

Patterned	Solid
100-Keops Azul	101-Tropicana Azul
105-Keops Verde	103-Tropicana Grey
106-Docca Sand Beige	

D-90 Vinyl: Level 4

114-Grey	116-Blue
115-Mushroom	117-Wine

Repel: Level 4

186-Icon Cranberry
187-Icon Grey
188-Icon Vineyard
189-Icon Blue

Repel: Level 6

190-Voltage Cranberry
191-Voltage Grey
192-Voltage Vineyard
193-Voltage Blue

Repel: Level 5

194-Cranberry combo
195-Grey combo
196-Vineyard combo
197-Blue combo

NPF: Level 5

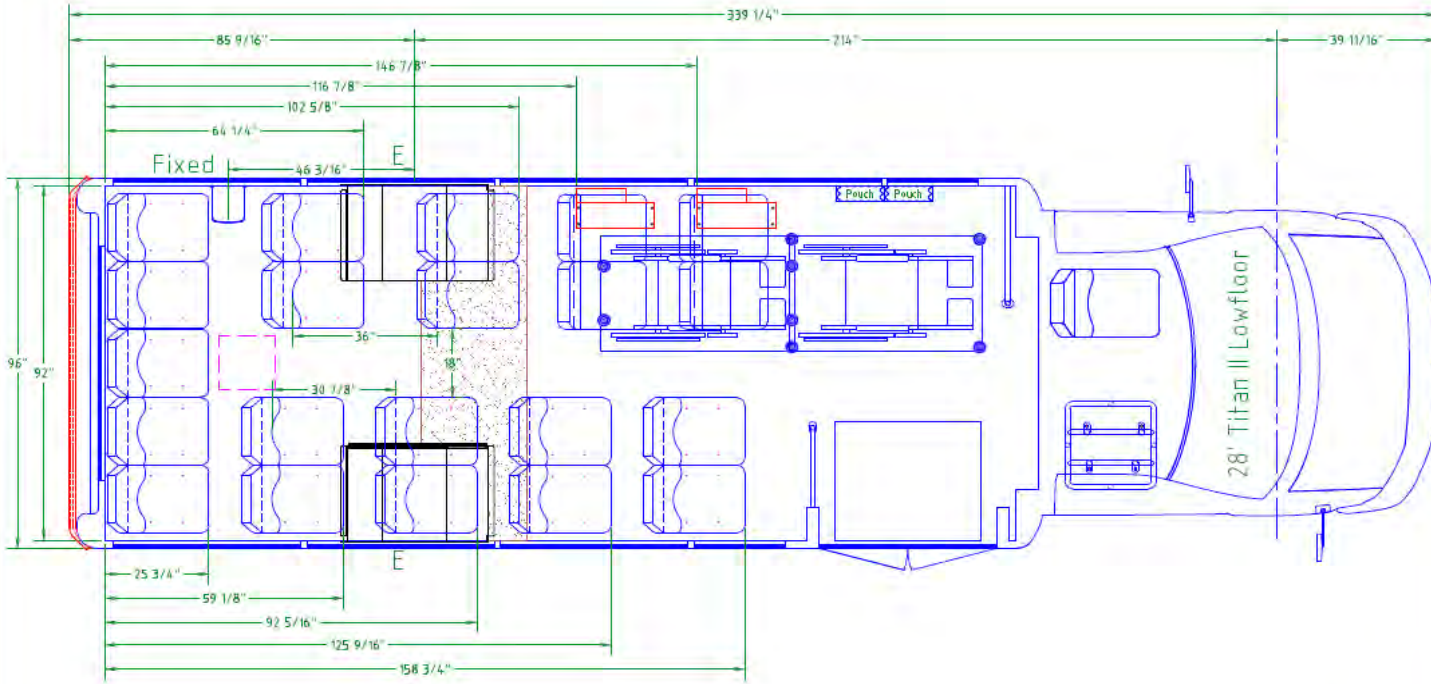
831-Pinwheel Mono Blue
832-Pinwheel Mono Grey
833-Pinwheel Multicolor Blue
834-Pinwheel Multicolor Grey


LaFrance Level 5

535-Tower 3000 Blue combo	534-Tower 3000 Blue insert
537-Tower 3000 Rainbow combo	536-Tower 3000 Rainbow insert
539-Tower 3000 Green combo	538-Tower 3000 Green insert
541-Streamers 3000 Blue combo	540-Streamers 3000 Blue insert
543-Streamers 3000 Rainbow combo	542-Streamers 3000 Rainbow insert
545-Carnival 3000 Blue combo	544-Carnival 3000 Blue insert
547-Carnival 3000 Rainbow combo	546-Carnival 3000 Rainbow insert

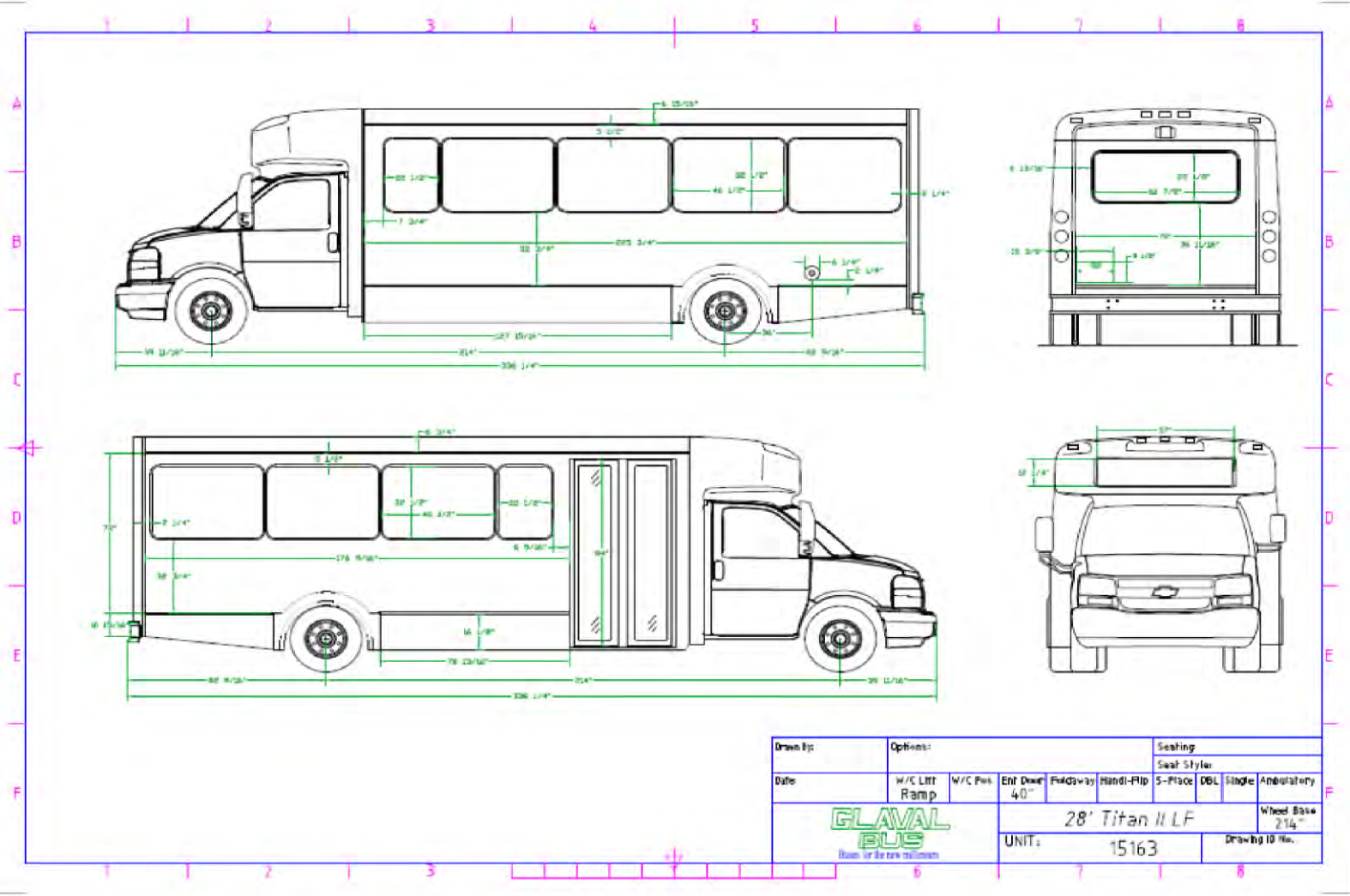
LaFrance Level 6


549-Autumn Leaves combo	548-Autumn Leaves insert
553-Web Pastel combo	552-Web Pastel insert
396-Phoenix combo	395-Phoenix Grey insert
398-Twilight combo	397-Twilight Grey insert
390-South Beach combo	389-South Beach Blue insert



Drawn By:	Options: 14,200 # Chassis					Seating: Freedman			
Date:	Co-Pilot Storage Rack					Style: Low-Back			
Scale:	W/C Lift Ramp	W/C Pos 2	Ent Door 40"	Foldaway 0	Handi-Flip 0	5-Place 1	DBL 6	Single 0	Ambulatory 17
						28' Titan II		Wheel Base 214"	
Dealer Approval: _____						DIN # TII28RAWL17D06			

THE DRAWING AND INFORMATION DEPICTED THEREON ARE THE PROPERTY OF GLAVAL BUS. THE USE, DUPLICATION OR TRANSMISSION WITHOUT PRIOR WRITTEN CONSENT OF GLAVAL BUS IS PROHIBITED. ALL DIMENSIONS CONTAINED ON THIS DOCUMENT ARE SUBJECT TO ENGINEERING/ MANUFACTURING TOLERANCES.



Drawn by:	Options:					Seating			
Date:	W/C LTR Ramp	W/C Pass	Ent Door 40"	Fold-down	Handi-Rip	S-Place	DBL	Single	Amputatory
 <small>Division of the new technologies</small>			28' Titan II LF						Wheel Base 214"
			UNIT:	15163		Drawing 10 No.			

©/Bus FloorPlan & ElevPlan (A)porter4300 Chassis28' LF 214" Wheel, Model: 22/A/2013 9:41:42 AM, jgffmras



EXHIBIT U

DODGE GRAND CARAVAN ORDER

National Bus Sales and Leasing

**LoneStar Van Proposal-Texas Comptroller Contract
TX Comptroller Contract # 071-A1/ Quote # 010152015
08/06/15**

Dealer No / Name: **NATIONAL BUS SALES**
 Shipping Location: Justin, TX
 Shipping Contact: Pete Stevens-404-510-6745
Salesperson: JEFF JOHNSON
 Telephone No: 512-750-6115
 End User: Shawn Johnson CITY OF CONROE
 Address: Transit Division
 City/State/Zip: 505 West, Conroe, Texas 77301
 Contact: Shawn Johnson
 Requested Delivery Date
 Dealer Purchase Order No.

Published-Base Vehicle Total Price	\$34,500.00
Wheelchair Ramp and Tie down Kit	\$6,544.00
Powerpackage Upgrade (Power Doors, Power Ramp, Power Locks, Power Windows, Power Driver's Seat	\$5,200.00
4 Channel Camera System with 3 cameras	\$4,210.00
Braun Back Up Camera	\$680.00
Custom Graphics (two tone paint included in the base price of the bus)	\$2,800.00
Hawkeye Back up Sensors/Alarm	\$620.00
Freedman Foldaway Seat	\$1,100.00
One Additional Set of QRTMAX tiedowns	\$450.00
Total Vehicle costs	\$56,104.00
Texas Smart Buy Fee 1.5%	\$841.56
Freight	\$1,100.00
Total Vehicle costs	\$58,045.56
ORDER NET TOTAL	

EXHIBIT V

CITY FARE STRUCTURES AND FAREBOX PROCEDURES

FIXED ROUTE BUS SERVICE

FARES	
Type	Fare
Adult	\$1.00
Seniors (Age 65 and older with ID)	\$0.50
Persons with Disabilities	\$0.50
Students (13-18) School ID or Transit ID	\$0.50
Children (6-12) No Transit ID required	\$0.50
Children under 6 with Adult	FREE
City of Conroe Employees	FREE

COMPLEMENTARY ADA PARATRANSIT BUS SERVICE

FARES	
Type	Fare
Eligible ADA Paratransit Rider	\$2.00
Companions	\$2.00
Personal Care Attendant	FREE

COMMUTER BUS SERVICE

FARES	
Type	Fare
Adult	\$7.00
Seniors (Age 65 and older with ID)	\$3.50
Persons with Disabilities	\$3.50
Children under 6 with Adult	FREE

FAREBOX PROCEDURE

Passengers deposit fares directly into the secure fare box in each vehicle. In the case where the passenger is unable to deposit the fare the operator will assist. Operators are responsible for identifying reduced/no fare passengers.

Fare boxes will be emptied daily at the end of the shift. Two Contractor employees must be present when the fare boxes are emptied. The driver signs off on the daily manifest which tracks daily passenger counts and fares.

Monies collected from the fare boxes will be reconciled to the daily passenger counts based on fare type and transfers received. The daily reconciliation report will be maintained at the Contractor facility. The daily manifest/ report will be signed by the driver. The fare box will be counted down and reconciled daily by the General Manager or his/her designee and one other Contractor employee.

Prior to the deposit, monies collected will be stored in a secure location at the Contractor facility. Only the GM or their designate has access to the secured funds.

Monies collected will be deposited in a Contractor bank account on a reoccurring basis anytime the total fares collected exceed \$100.00. All deposits will be made by the General Manager or his/her designee. Monies collected may be deposited at the Contractor designated bank after hours or on holidays in the night depository.

Total fares collected by Contractor will be deducted from the monthly invoice. The invoice will include a monthly fare report outlining the daily fare collection, reconciliation, and will be signed by the GM.