



**The City of Conroe  
202 Avenue A  
P.O. Box 3066  
Conroe, TX 77305**

**REQUEST FOR PROPOSAL**

**NO. 0518-2023**

**Reservation, Scheduling and Dispatch Software**

<b>Issue Request for Proposal (Monday):</b>	<b>April 24, 2023</b>
<b>Pre-Bid Proposal Meeting (Thursday)</b>	<b>April 27, 2023 at 11:00 A.M.</b>
<b>Deadline for Written Questions:</b>	<b>May 1, 2023, at 5:00 P.M. CDT</b>
<b>Issue Responses to Questions/Final Addendum:</b>	<b>May 4, 2023</b>
<b>Proposals Due (Thursday):</b>	<b>May 18, 2023, by 2:00 P.M. CDT</b>
<b>Award Contract to Successful Respondent:</b>	<b>June 2023</b>



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*The City of Conroe*  
*Reservation, Scheduling, and Dispatch Software*  
*RFP# 0518-2023*

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## 1. Submittal Checklist

*For a detailed account of items needed for the submittal, please see Proposal Requirements on Page 2-4.*

### **Included Forms Needed to be Submitted:**

- Exhibit C, Respondent/Contractor Pre-Award Certifications – Page 9-50
- Exhibit D, Respondent Information Form – Page 10-67
- Exhibit E, Price Proposal Form – Page 11-73
- Exhibit F, Acknowledgement of Addenda – Page 12-77

### **Respondent-provided Items Needed to be Submitted:**

- Title Page
- Letter of Transmittal
- Description of Software
- Software Implementation Plan
- Certificate of Insurance

## **2. General Information**

- 1. Purpose:** The City of Conroe, hereinafter “City” and/or “Owner”, seeks to contract with a qualified Contractor herein after, “Respondent” and/or “Contractor”, for a scheduling software for reservations and dispatch that can handle multiple types of transit services, herein after, “Software”. The Respondent shall provide all necessary software, installation, and training.
  
- 2. Background:**
  - 2.1.** The City is a public transportation grantee of the Federal Transit Administration (FTA) and a sub-recipient of FTA programs administered by the Texas Department of Transportation (TxDOT). The City will be reimbursed for the cost of the Software in part by the FTA and TxDOT.
  
  - 2.2.** The RFP will be completed in accordance with the guidelines and regulations of the applicable federal, state, and local laws and regulations. The City is a tax-exempt entity from state and federal taxes.
  
  - 2.3.** The City currently has a fixed route bus service with complementary ADA paratransit service but is interested in adding or replacing with microtransit demand response service (herein after “Service”) within the City of Conroe. The City will operate the Service in-house with their current fleet of Glaval Titan low-floor buses, ARBOC Spirit of Freedom low-floor buses, and paratransit minivans. The City will have an in-house Dispatcher, which will run the Software to operate the Service.
  
  - 2.4.** The new Service will operate 7:00 AM to 7:00 PM Monday through Friday. Reservations must be able to be taken over the phone during office hours 8:00 AM to 5:00 PM Monday through Friday.
  
- 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. Application** – A software that bundles together certain features in a way that is accessible to a user.
  
  - 3.2. AVL** – Automatic Vehicle Location

- 3.3. Back-End System** – Any system that supports back-office applications. These systems are used as part of corporate management, and they work by obtaining user input and gathering input from other systems to provide responsive output.
- 3.4. City of Conroe** – A political subdivision of the State of Texas.
- 3.5. 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.
- 3.6. 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. Demand Response Transit** – A transit mode comprised of buses operating in response to calls from riders to the transit operator, who then dispatches a vehicle to pick up the riders at various origins and transport them to various destinations.
- 3.9. FTA** – Federal Transit Administration.
- 3.10. Geo-Fence** – A virtual geographic boundary, defined by GPS technology, that enables software to trigger a response when a mobile device enters an address that is outside of the service area as defined by the City.
- 3.11. GPS** – Global Positioning Systems
- 3.12. GUI** – Graphical User Interface
- 3.13. Microtransit** – A form of demand response transportation that offers origin to destination trips as requested by riders. This transit service offers flexible route and flexible scheduling with the option of ride sharing and shorter trip length.
- 3.14. NTD** – National Transit Database
- 3.15. Recipient** – Any entity that directly receives federal financial assistance from FTA.
- 3.16. Reporting** – Service analytics and metric evaluation reporting based on real-time service performance with the ability to create customizable reports.

**3.17. Roles** – The function assumed by a person or thing in a particular situation.

**3.18. RFP Coordinator** - Sole point of contact at the City for this procurement.

**3.19. Senior** – Any person who is 65 years of age or older and presents identification showing their age.

**3.20. State** – State of Texas.

**3.21. System** – Software designed to provide a platform for interdependent items that interact regularly to perform a task.

**3.22. Trip** – A one-way vehicle trip between a rider’s origin and destination.

**3.23. TxDOT** – Texas Department of Transportation

**3.24. U.S. DOT** – United States Department of Transportation.

**4. Criteria:** 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 proposal meet the City’s needs and specifications, as stated herein, and the following criteria:

<b>Criteria</b>	<b>Points</b>
The Software capabilities to meet the City needs	35
Timeline and implementation plan to deploy Software	25
Cost to the City	25
Reputation of Respondent	10
Any information specifically requested in the RFP	5

**5. Proposal Requirements:**

**5.1.** 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. 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.

- 5.2.** The Respondents are required to submit five (5) printed and bound copies of their Proposal and one (1) electronic copy on USB flash drives. The printed copies must include two (2) copies with original signature and three (3) copies may have photocopied signatures.
- 5.3.** 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:
- 5.3.1. 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. This Title Page can also be considered the cover of the proposal.
- 5.3.2. Table of Contents:** Clearly identify the materials by Tab and/or Page Number.
- 5.3.3. Letter of Transmittal and Acknowledgement of Addendum:** The Respondent should submit a letter expressing their interest in the project. The letter must contain, at a minimum, the following information:
- 5.3.3.1.** 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.
- 5.3.3.2.** Acknowledge receipt of all addenda by completing **EXHIBIT F, Acknowledgement of Addenda**. The Respondent shall include **both EXHIBIT F, as well as each individually signed Addendum**.
- 5.3.4. Description of Software:** The Respondent shall provide a description of software to meet the needs of the City as listed in the Scope of Work. The Respondent may submit different packages that could go above and beyond the Scope of Work. If the Respondent chooses to submit different packages, please submit a Price Proposal Form per package.
- 5.3.5. Software Implementation Plan.** Respondent shall prepare a Software Implementation Plan based on the **Scope of Work**. A Software Implementation Plan that shall include critical tasks and timeline for implementation with the quickest time frame possible for the City.
- 5.3.6. Respondent Information Form:** The Respondent shall complete the Respondent Information Form (**EXHIBIT D**).



- 5.3.7. Price Proposal Form:** Complete and sign the Price Proposal Form (**EXHIBIT E**) to include the unit cost for the Software specified herein.
- 5.3.8. Certifications:** 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.
- 5.3.8.1. 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 A**, Minimum Insurance Requirements. If the successful Respondent/Contractor submits a letter, then they shall submit a certificate of insurance after notice of award.
- 5.3.8.2. 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 C**.
- 5.3.8.3. Respondent/Contractor Pre-Award Certifications, EXHIBIT C.**
- 6. 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 D**, 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.
- 7. 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:

<b>Name</b>	Kristina Colville
<b>E-Mail Address</b>	KColville@cityofconroe.org
<b>Mailing Address</b>	P.O. Box 3066 Conroe, Texas 77305
<b>Physical Address for Delivery</b>	401 Sgt. Ed Holcomb Blvd. S. Conroe, Texas 77303
<b>Phone Number</b>	(936) 522-3830

- 8. 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.
  
- 9. Unsolicited Communication:** To ensure 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.

### **3. Scope of Work**

- 1. Intent:** The City is requesting proposals from qualified sources to provide and implement a software to allow the City to bring their services in-house and streamline scheduling and dispatching processes and procedures for fixed route, complementary paratransit, and/or microtransit services. The City is currently evaluating its transit program that could include fixed route, complementary paratransit, and/or microtransit services. The fixed route consists of four routes with one (1) hour headways along with complementary paratransit that operates in the  $\frac{3}{4}$ -mile buffer surrounding the routes. A microtransit service would operate within a geofence set by the City with origin-to-destination on-demand trips.
  
- 2. Deliverables:** The City seeks to work with a firm to create a customized software that can implement the City's transit services. The software should have the capability to take reservations, develop a trip manifest, managing driver schedules, reduce duplication of data entry, and generation of trip reports.
  
- 3. Technology Specifications:** The software solution shall have the following scheduling, dispatching, and system reservation capabilities for rider services:
  - 3.1. Administrator Dashboard (Browser-Based).** The City defines the administrator dashboard as the back end of the system. The administrator dashboard enables scheduling, reserving, dispatching, and the following categories in the Technology Specification of this Scope of Work.
    - 3.1.1. Required Settings** include:
      - 3.1.1.1.** Dynamic algorithms to optimize vehicle routing, efficiently match drivers and riders, and facilitate pick up and drop off.
      - 3.1.1.2.** Ability to keyboard search rider queries by name, phone number, and or email address.
      - 3.1.1.3.** Capability to do shared rides, as well as limit ridesharing, as needed.
      - 3.1.1.4.** Ability to efficiently add rider(s) to a route in progress.
      - 3.1.1.5.** Ability to add/remove virtual stops and geo-fence boundaries plus toggles for turning on or off zones/virtual stops.

- 3.1.1.6. Ability to add, edit, cap, or remove number of trips to be provided, including but not limited to service areas and service hours.
  - 3.1.1.7. Trip Requests - rider name, trip request time, pick-up and drop-off times and locations, number of rider(s), seat type(s), registered rider type(s), customer payment method.
  - 3.1.1.8. Configure service parameters, including but not limited to ability to add vehicles and vehicle capacities/parameters, such as maximum wait time, maximum in-vehicle time, etc.
  - 3.1.1.9. Ability to track fares and by which user authorized.
  - 3.1.1.10. Ability to Import GTFS Files.
  - 3.1.1.11. Ability to configure fixed route bus schedule.
  - 3.1.1.12. Ability to configure levels of service for designated rider types.
  - 3.1.1.13. Real time monitoring and analytics for all service operation and vehicles.
  - 3.1.1.14. Manual methods for rejecting or redirecting ride requests.
  - 3.1.1.15. Ability to designate roles and permissions.
  - 3.1.1.16. Ability to create rider types for different groups of riders based on agencies criteria and eligibility.
  - 3.1.1.17. Configurable the City/Conroe Connection settings.
- 3.1.2. Optional Settings** include:
- 3.1.2.1. Ability to comingle the City transit services.
  - 3.1.2.2. Ability to adjust boarding time parameters based on but not limited to mobility aid devices, rider type, number of riders, etc.
  - 3.1.2.3. Generate configurable promotional codes.
  - 3.1.2.4. Make phone calls to a rider via anonymized phone number(s).

**3.2. Dispatcher-Facing Application (Browser-Based).** This application will be utilized by the Dispatcher in the organization of riders and driver schedules.

**3.2.1. Required Settings** include:

- 3.2.1.1. Dispatch trip booking capabilities (for users without smartphones or web access).
- 3.2.1.2. Signing into account.
- 3.2.1.3. View in-progress rides.
- 3.2.1.4. Ability to add, edit or cancel rides in the system.
- 3.2.1.5. Ability to waive rider fare.
- 3.2.1.6. Dispatcher portal shows pre-scheduled rides assigned to specific vehicle manifests immediately upon ride booking.
- 3.2.1.7. Add addresses riders can choose from in a drop down menu.
- 3.2.1.8. Add or remove roads/stops that are not travelable.
- 3.2.1.9. Ability to set a maximum number of trips to provide and/or a method to deny trips when demand outnumbered available resources.
- 3.2.1.10. Configurable real-time dispatcher display screen.
- 3.2.1.11. View and export a reporting suite.
- 3.2.1.12. View recent ride history (by type).
- 3.2.1.13. Dashboard for analysis of service operations and vehicles available.
- 3.2.1.14. Real-time analytics to alert dispatchers of demand surges and long wait times.
- 3.2.1.15. Ability to add/modify Operator break and lunch periods.

- 3.2.1.16.** Ability to approve or deny ride requests that require approval based on predetermined parameters such as, but not limited to, group size, location, number of rider no-shows.
  - 3.2.1.17.** System automatically updates and optimizes vehicle manifests when there are real time cancellations, no-shows, a vehicle goes out of service, or vehicle is behind schedule.
- 3.2.2. Optional Settings** include:
- 3.2.2.1.** Ability to log drivers in.
  - 3.2.2.2.** Make phone calls to a rider via anonymized phone number(s).
- 3.3. Rider-Facing Application** (Web or App based). Rider booking web-based portal and a consumer-facing smartphone application (iOS and Android) that have the following functionalities.
- 3.3.1. Required Settings** include:
- 3.3.1.1.** Application must be available for download on the Apple App Store and Google Play store.
  - 3.3.1.2.** Allow riders to search, book, and pay for rides in real time.
  - 3.3.1.3.** Integrated cashless payment system option.
  - 3.3.1.4.** Accept multiple fare types, including but not limited to cash, credit card, visual validation, promotional codes.
  - 3.3.1.5.** Ability to work with multiple fare pricing.
  - 3.3.1.6.** Ability for users to book multiple trips, recurring rides, and pre-schedule rides up to a customizable number of days in advance.
  - 3.3.1.7.** Ability to enter place names (i.e., City Hall, Walmart) as well as addresses. Places and addresses will have auto-complete capability.
  - 3.3.1.8.** Ability to notify user of invalid rider request (out of service area or service hours).

- 3.3.1.9. Ability to note number of riders traveling.
  - 3.3.1.10. Ability to receive trip updates through the app.
  - 3.3.1.11. "Provide a guaranteed pick-up and drop-off window for on-demand and pre-scheduled trip requests for rider's verification prior to confirming the booking."
  - 3.3.1.12. Trip time – ability to track ride’s estimated wait time, arrival, and vehicle in real-time. App must allow customer to cancel ride if times provided not convenient for rider.
  - 3.3.1.13. Depict real-time vehicle locator map.
  - 3.3.1.14. Ability to view trip history and details.
  - 3.3.1.15. Ability to view fixed route bus system & schedule.
  - 3.3.1.16. Ability to choose bus stop as origin / destination.
  - 3.3.1.17. Ability to configure fixed route system’s schedule with micro-transit trip booking, if a fixed route bus stop is a chosen destination.
  - 3.3.1.18. Ability for user to contact customer service and/or dispatch (i.e., email or call).
  - 3.3.1.19. System assigns rider bookings (including pre-scheduled rides) to a driver manifest immediately upon booking.
  - 3.3.1.20. Account Recovery - account management such as password/username recovery.
  - 3.3.1.21. Ability to refund or apply fare to another ride when fare is prepaid by credit card and ride is cancelled.
  - 3.3.1.22. Ability to indicate special request (i.e., car seat, stroller, bike rack).
- 3.3.2. Optional Settings** include:
- 3.3.2.1. App available in multiple languages.

- 3.3.2.2. Ride star rating system with ability for customer comments.
- 3.3.2.3. City-branded consumer facing smartphone application.
- 3.3.2.4. Ability for user to choose best matched trip from a series of available trip options.
- 3.3.2.5. Allow users to maintain a credit card on file feature.
- 3.3.2.6. Ability for rider to contact driver via anonymized phone number(s).

**3.4. Driver-Facing Application (Web-Based Portal).** The Driver-Facing Application should interface with all web browsers and have the following functionalities for the driver to access.

**3.4.1. Required Settings** include:

- 3.4.1.1. Driver Itineraries - driver name, start time of itinerary, timestamp of each pick-up/drop-off, location of each pick-up/drop-off.
- 3.4.1.2. Driver Shift Actions - driver name, shift start time, shift end time, timestamp of an Offline action, timestamp of an online action, timestamp of accepting/rejecting a trip request.
- 3.4.1.3. Ability for driver sign-on to account.
- 3.4.1.4. Ability to note fare has been paid on the application.
- 3.4.1.5. Ability for driver to enable/disable vehicle to accept ride requests.
- 3.4.1.6. Ability for driver to contact rider if they cannot find them at designated pick-up location rider via anonymized phone number(s).
- 3.4.1.7. Ability to receive Dispatcher notes on specific trips/riders.
- 3.4.1.8. Turn by turn audio and visual (on screen) directions.
- 3.4.1.9. Ability to log pick-ups and drop-offs.



**3.4.1.10.** Ability to see disabilities indicated by rider (in their account) so they can provide appropriate level of service.

**3.4.1.11.** Ability to log no-shows.

**3.4.1.12.** Ability to view Operator break and lunch periods.

**3.4.2. Optional Settings** include:

**3.4.2.1.** Ability to add trip comments by driver.

**3.5. Data Collecting and Reporting Requirements** (as part of the Web-Based Portal). The Software shall provide an online dashboard for reporting real-time data on riders, vehicles, drivers, and service performance. Where applicable, all data should conform to NTD metric and reporting standards, as well as have the ability to be exported in a CSV format.

**3.5.1. Required Settings** include:

**3.5.1.1.** Rider trip data – total completed trips, total riders, by type of rider, by revenue hour, by trip, by source (call-in, web & app), origin and destination both of which must be tagged by postal code.

**3.5.1.2.** A method for collecting on-time performance relative to guaranteed drop-off times and estimated pick-up times.

**3.5.1.3.** Travel times – wait time, ride duration, on-time percentage, late percentage.

**3.5.1.4.** Trips Booked – rider name, trip request time, promised pick-up and drop-off times and locations, actual pick-up and drop-off times and locations, number of rider(s), rider type(s), seat type(s) selected, ride status (including but not limited to completed, no-show, canceled by rider, canceled by system, view errors that turn down the trip request), and customer payment method.

**3.5.1.5.** Ride-sharing- indicates percentage of trips that are ride-shared.

**3.5.1.6.** Revenue – total; method of payment (cash, credit card, ticket, or promotional code, etc.).

- 3.5.1.7.** Revenue Hours - Fields must include at a minimum for each hour: number of online minutes, number of trip acceptances, number of trip rejections, number of minutes deadheading, number of minutes with riders on board.
  - 3.5.1.8.** Ability to separate data by Service Type / Transit Mode
  - 3.5.1.9.** Reporting by geo-fence, with ability to add, alter, or remove geo-fenced zones with history.
  - 3.5.1.10.** Reporting data inquiries within date ranges, total vehicle hours, Origin & Destination usage and frequency, and driver hours.
  - 3.5.1.11.** Aggregate reports (e.g. daily and annual totals) must include breakdown reports, including at a minimum, breakdowns by vehicle and day so that total figures can be traced by an auditor to source data, including chronological vehicle manifests of pull-out from garage, first pick-up, all pick-up/drop-off times and locations, all operator break and/or refueling begin and end times and locations, last drop-off time/location, pull-in garage, and any additional deadhead activity.
  - 3.5.1.12.** All statistics above are available on individual trip basis in a City-facing dashboard with maps and Graphical User Interface (GUI). At a minimum, the dashboard should include views for: all booked trips, including origin/destination mapping capabilities, all driver shifts, all service performance statistics, vehicle & driver management, and shift management.
  - 3.5.1.13.** An NTD-standard report must be generatable for upload to the FTA.
  - 3.5.1.14.** Proposal should clearly indicate any manual data input that will be required to capture sufficient data for reporting purposes, as well as how mileage and location data will be captured.
  - 3.5.1.15.** City must be able to own and access all data, including rider data, during and post-contract.
- 3.5.2. Optional Settings** include:
- 3.5.2.1.** Reporting data inquiries dispatch response time, missed calls.
  - 3.5.2.2.** Promotional or referral code usage and frequency.

- 3.5.2.3.** Reporting trip and driver comments.
- 3.6. Technical Support.** Technical support shall be provided throughout the year of service and include software upgrades, bug fixes, and patches as they are released.
- 3.6.1.** Support Services must be provided via phone and email and must be available during the City operating hours.
- 3.6.2.** Provide upgrades and new features to software generally made available to other licensees for no additional charge.
- 3.6.3.** Provide Conroe Connection Transit prior notice when the software will be unavailable for any reason, such as system maintenance, and coordinate a date/time that is outside of regular operating hours.
- 3.6.4.** Software Security and User Privacy: Ensure privacy and security of all data maintained as part of the service.
- 3.7. Client Database.** The selected Contractor shall be responsible for providing a platform to begin a client database based off of the current Complementary ADA Paratransit riders. The template for the data shall contain the necessary elements for the client database required for use in scheduling, trip assignment, and reporting.
- 3.7.1.** If possible, transfer the data from the current Complementary ADA Paratransit riders from the current software, Reveal.
- 3.7.2.** Be capable of providing a full range of data for each rider in the system. Information shall include full name, address, contact details (e-mail and phone number), emergency contacts, disability status, mobility aides used, required accommodations, and language spoken by client, at a minimum.
- 3.7.3.** Utilize a search function by rider name and/or identification number, phone number, or e-mail address.
- 3.7.4.** Ability to have the City input new client's information as the system rolls out. The selected Contractor shall train the City on how to utilize the Client Database.
- 3.7.5.** Permit edit of all fields in a rider's record in a real-time basis and shall permit suspensions of service, if necessary.

- 3.8. Mapping:** The selected Contractor shall provide mapping functions in order to create driver dispatches that provide a feasible daily schedule. Mapping capabilities and the dispatcher’s abilities to identify locations within the City are essential for the dispatch function of the Software.
- 3.8.1.** Maintain a service area boundary identified or searchable in order to accept or reject potential trips that fall outside of the service area. The ability to edit service area boundaries and set custom geofencing shall be included in the Software.
- 3.8.2.** Incorporate GIS (or similar) capabilities and allow user access to map views of the service area, individual trips, or street addresses in the service area.
- 3.8.3.** Represent current attributes on street segments, addressing, and speed limits. The selected Contractor shall be responsible for supplying an up-to-date map with all attributes necessary for point-to-point scheduling using street level routing geography. The Software shall be capable of handling various abbreviations of names (e.g., St. for Street, etc.) in the geocoding process.
- 3.8.4.** Permit manual assignment of X and Y coordinates in the event an address cannot be geocoded based on existing map address range attributes.
- 3.8.5.** Ability to use mapped speed limits, barriers, one-way streets, average driver speed, and other impediments to calculate driving and length duration during the scheduling process.
- 4. Current Hardware:** Below are the current technology services being used by the City. If the Software requires new hardware for better functionality, the Respondent may propose hardware to be purchased on the Pricing Form.
- 4.1. Paratransit Reservation and Scheduling Software:** Reveal, used by service provider, MTM Transit.
- 4.2. On-line Trip Planning:** None
- 4.3. Automatic Vehicle Locator:** 7 GPSInsight Active Locators with 3 additional inactive. Used by the City of Conroe Fleet Department
- 4.4. Automatic Passenger Counter:** None

**4.5. Computers:** 10 Dell Desktops - Current

**4.6. Network:** Consolidated – Through City of Conroe IT

**4.7. Telephone System:** Mitel Office System

**4.8. Radios:** 14 Motorola TLK100 Radios leased from HCI

**4.9. Tablets:** None

**5. Implementation:** The selected Contractor will be required to perform the following:

**5.1.** Provide all services necessary to install, integrate, and test system with the demand response scheduling software back-office system.

**5.2.** Provide and install all applicable and available software updates and patches during warranty periods.

**5.3.** Provide support to resolve any compatibility issues with other parts of the overall system due to updates or patches.

**5.4.** Convert existing databases to the new scheduling software and test.

**5.5.** Provide technical support for all hardware and software, with a support line, as well as providing, licensing, installing, and integrating all released software patches and updates for the system.

**5.6.** Provide system configuration document, and user, operator, maintenance, and systems manuals.

**6. Training:** The selected Contractor will be required to perform the following:

**6.1.** Provide onsite training for users, managers, operators, and administrative and technical support staff as required. Develop a training plan and schedule and provide any special tools, equipment, training aids, and any other materials. Provide additional training to the original trainees for each deployment stage at no additional cost if major modifications are made to the system after the initial training due to system upgrades or changes made under warranty.

**7. Technical Support:** The City requires that the selected Respondent to provide yearly technical support as part the annual fees in its Proposal. This technical support shall include, but not necessarily be limited to phone/email support with a service technician; diagnostic and repairs

through remote control access; and product upgrades, releases, and patches issued by the selected Respondent.

- 8. Project Management:** The City requires Respondents to be responsible for management of project and to assign a single point of contact to serve as role of “Project Manager”. Respondents should demonstrate that the Project Manager assigned has the appropriate knowledge regarding all aspects of the proposed hardware and software in the Proposal, as well as the experience in management of implementation and training as identified in the RFP. The assigned Project Manager should develop and maintain an implementation schedule in accordance with the timeline of the RFP. The City prefers the same single point of contact assigned by Respondents remain intact throughout the project.
  
- 9. Security and Privacy:** The software shall meet the following security and privacy requirements:
  - 9.1.** All data is stored securely in the web-based or cloud-based services, utilizing infrastructure that is designed and managed in full compliance with IT security best practices and standards.
  
  - 9.2.** Data is encrypted using standard HTTPS, using an TLS wildcard certificate.
  
  - 9.3.** Mobile application shall include their own terms of service to tend users that include provisions relating to data privacy, confidentiality, and intellectual property rights.
  
  - 9.4.** All information relating to the City’s riders and services shall not be used by any third party for marketing purposes.
  
  - 9.5.** All data used through the reservation, scheduling and dispatch of the City’s services is the intellectual property of the City.
    - 9.5.1.** At the end of the Contract, the selected Contractor shall provide the City with all data collected in the Client Database.

#### **4. Laws, Regulations, and Mandatory Requirements**

##### **1. Funding:**

**1.1.** A part of the Software may be reimbursed by the U.S. DOT through FTA grants managed directly by the City and State of Texas public transportation appropriations administered by TxDOT through Brazos Transit District (BTD). Use of federal funds requires the City and the successful Respondent/Contractor to manage the contract 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 G**, 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 C**. 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](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 Software may be reimbursed by the U.S. DOT through FTA grants managed directly by the City. As a result, the successful Respondent/Contractor shall comply with all clauses in **EXHIBIT B**, Federally Required Contract Clauses, complete the federally required contract certifications in **EXHIBIT C**, Respondent/Contractor Pre-Award Certifications.
- 7. 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.
- 8. 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 C**, Respondent/Contractor Pre-Award Certifications.
- 9. 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 C**, Respondent/Contractor Pre-Award Certifications.
- 10. Disadvantaged Business Enterprise (DBE):**
  - 10.1.** The requirements of 49 CFR Part 26, Regulations of the U.S. DOT, apply to this contract as defined in **EXHIBIT B**, 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. The City incorporates the overall DBE goal of 3.88%, 2.21% Race Neutral and 1.67% Race Conscious, as established within the Conroe DBE Program. There is no contract goal. The City expects the overall program goals to be achieved through race neutral participation.
  - 10.2.** The Respondents/Contractors are required to document all subcontractor participation including non-DBE subcontractors by completing the Respondent/Contractor



Certification in **EXHIBIT C**, Respondent/Contractor Pre-Award Certifications. Award of this contract is conditioned on submission of the following information with the certification:

- 10.2.1. the names and addresses of subcontractors that will participate in the contract;
- 10.2.2. a description of the work that each subcontractor will perform;
- 10.2.3. whether the subcontractor is a DBE, non-DBE, or a Small Business Enterprise (SBE);
- 10.2.4. the ethnic code, as described in the form;
- 10.2.5. the age of the firm;
- 10.2.6. the annual gross receipts from the firm;
- 10.2.7. the dollar amount of the participation of each DBE firm participating; and
- 10.2.8. Written confirmation from the DBE and/or SBE on the DBE and SBE Subcontractor Letter of Intent in **EXHIBIT C**, Respondent/Contractor Pre-Award Certifications.

**11. 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:

- 11.1. 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.
- 11.2. 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. State Sales and Use Tax:** The 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.

**13. 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.

**14. Independent Contractor Relationship:** The Respondent is and shall create the Software 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.

## 5. Instructions

### 1. Solicitation Schedule:

Issue Request for Proposal (Monday)	April 24, 2023
Pre-Bid Proposal Meeting Non-Mandatory (Thursday)	April 27, 2023
Deadline for Written Questions at 5:00 P.M. CST (Monday)	May 1, 2023
Issue Response to Questions/Final Addendum (Thursday)	May 4, 2023
Proposals Due by 2:00 P.M. CST (Thursday)	May 18, 2023
Award Contract to Successful Respondent (Thursday)	June TBD, 2023

- 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 Pre-Bid / Due Date and Time:

- 2.1. There is a Non-mandatory Pre-Bid meeting on Thursday, April 27<sup>th</sup>, 2023 at 11:00 A.M. via Zoom. Join Zoom Meeting:  
<https://us02web.zoom.us/j/81436325532?pwd=RzlDMnJFUdAxR0orUEEwTURDVi9lZz09>  
Meeting ID: 814 3632 5532 Passcode: 783452
- 2.2. 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  
RFP 0518-2023  
300 W. Davis Street, 3<sup>rd</sup> Floor  
Conroe, Texas 77305

- 2.3.** 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.
- 2.4.** 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 F**, 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 D**.

**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. Qualifications:**

**4.1.** 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:

**4.1.1.** Be firms, corporations, individuals, or partnerships normally engaged in the provision of services specified herein;

**4.1.2.** Have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City; and

**4.1.3.** Identify any subcontractors to be used for the Software. 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.

**5. Proposal Review and Evaluation Criteria:**

**5.1.** 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.

- 5.2. 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 proposal meet the City's needs and specifications, as stated herein, and the following criteria:

<b>Criteria</b>	<b>Points</b>
The Software capabilities to meet the City needs	35
Timeline and implementation plan to deploy Software	25
Cost to the City	25
Reputation of Respondent	10
Any information specifically requested in the RFP	5

- 5.3. 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 Software to be provided. In addition, the evaluation committee may visit the Respondent's operations and make judgments directly affecting the evaluation of the proposal.
- 5.4. 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.
- 5.5. All proposals submitted shall be valid for a period of ninety (90) days from the proposal deadline.

## **6. Contract Negotiations:**

- 6.1. Based on the results of the evaluation process, the City may prepare and submit a draft contract to the successful Respondent. The successful Respondent is expected to review and provide comments to the City in a timely manner. 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.

**7. Contract:**

**7.1. 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.

**7.2. Contract Extension:** Prior to the expiration of the Contract, the City reserves the right to extend the Contract. The City also reserves the unilateral 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.

**8. 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:

**8.1. 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

**8.2. 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.

**8.3. Interested Parties:** For the purposes of this procedure, "interested parties" shall be defined as follows:



- 8.3.1.** 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.
- 8.3.2.** 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.
- 8.4.** All formal protests shall be signed, notarized, and reference the following:
- 8.4.1.** Name, address, and telephone number of the interested party;
  - 8.4.2.** Solicitation number and title;
  - 8.4.3.** Specific statutory or regulatory provision(s) that the action under protest is alleged to have violated;
  - 8.4.4.** Specific description of each act alleged to have violated the statutory or regulatory provision(s) identified above;
  - 8.4.5.** Precise statement of facts;
  - 8.4.6.** Identification of the issue(s) to be resolved; and
  - 8.4.7.** Argument and authorities in support of the protest.
- 8.5.** 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.
- 8.5.1.** 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.
  - 8.5.2.** 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.

**8.5.3.** 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.

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

**8.6. 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.

**8.7.** 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.

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

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

## **6. Price, Inspection, Invoicing and Payment**

### **1. Contract:**

**1.1.** The City may enter into a contract resulting from the solicitation for one (1) year 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 June 2023, for a period of one (1) year. 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 four (4) one-year periods starting with Year Two.

**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.

**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 lease costs of the facility 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. All price increases are subject to City approval before they become effective.

**4. Inspection:** All services performed for Software 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 10<sup>th</sup> calendar day of each month for Software rendered during the previous calendar month to:

City of Conroe  
Attn: Transportation Assistant Director  
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 Report.

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

**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 Software 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 Software 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.x.cpa.state.tx.us/fm/pubs/purchase/prompt\\_pay/index.php?section=overview&page=rate](https://fm.x.cpa.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 Software, 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.

## **7. Exhibit A – Insurance Requirements**

At all times during the term of the contract the Contractor shall keep in effect (1) a Commercial General Liability Policy and (2) 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.

### **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

**8. Exhibit B – 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 – 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 C**, 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.
- 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 C**) 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 – Does not apply to this Contract.**

## **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 of 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 – Does not apply to this Contract.**

**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 Owner incorporates the overall DBE goal of 4.68%, 4.34% Race Neutral and 0.34% Race Conscious, as established

within the Conroe DBE Program. There is no contract goal. 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 C**, 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 are 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;
  - vi.** (6) the annual gross receipts from the firm;
  - vii.** (7) the dollar amount of the participation of each DBE firm participating; and
  - viii.** (8) written confirmation from the DBE and/or SBE on the DBE and SBE Subcontractor Letter of Intent in **EXHIBIT C**, Respondent/Contractor Pre-Award Certifications.
- d.** The Respondent/Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Respondent/Contractor's receipt of payment for that work from the owner. In addition, Respondent/Contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the owner and Respondent/Contractor's receipt of the partial retainage payment related to the subcontractor's work.
- e.** The Respondent/Contractor must promptly notify owner whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Respondent/Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of owner.
- f.** The City encourages the Respondent/Contractor on DOT-assisted contract to make use of financial institution owned and controlled by socially and economically

disadvantaged individuals. The Federal Reserve Statistical Release maintains a list of Minority-Owned Banks (<http://www.federalreserve.gov/releases/mob/>).

**29. RESERVED**

**30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

- a. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth [in Best Practices Procurement and Lessons Learned Manual, Appendix A Federally Required and Other Model Contract Clauses](#), are hereby incorporated by reference. The following clauses apply to this Contract.
  - i. Access to Records and Reports
  - ii. Civil Rights Laws and Regulations
  - iii. Disadvantaged Business Enterprise (DBE)
  - iv. Fly America
  - v. Government-Wide Debarment and Suspension
  - vi. Lobbying Restrictions
  - vii. No Government Obligation to Third Parties
  - viii. Program Fraud and False or Fraudulent Statements and Related Acts
  - ix. Termination
  - x. Violation and Breach of Contract
- b. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any the Owner requests which would cause the Owner to be in violation of the FTA terms and conditions.
- c. The Contractor also agrees to include any applicable requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

**31. DRUG AND ALCOHOL TESTING – Does not apply to this Contract.**

**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.**

**9. Exhibit C – 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.

	<u>Respondent/Contractor's Initials:</u>
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	_____
7. Conflict of Interest Questionnaire	_____
8. Certificate of Interested Parties	N/A
9. Senate Bill 252 Certification	N/A
10. House Bill 89 Verification	_____
11. Senate Bill 13 Verification	_____
12. Senate Bill 19 Verification	_____

**I HEREBY ATTEST THAT EXHIBIT F, 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: \_\_\_\_\_

## 1. 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: \_\_\_\_\_

**2. 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.

**3. 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 **Subcontractor Certification**, as completed by the DBE or SBE subcontractor(s).

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

#### 4. 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: \_\_\_\_\_

**5. 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: \_\_\_\_\_

**6. 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: \_\_\_\_\_

## 7. Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>	<p>Date Received</p>	
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b></p> <p style="text-align: center; margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p style="text-align: center; margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>		
<p><b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b></p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <p style="text-align: center; margin-top: 20px;">             _____              Signature of vendor doing business with the governmental entity           </p> <p style="text-align: right; margin-top: 20px;">             _____              Date           </p>		

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

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

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

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

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

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

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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



**8. Certificate of Interested Parties**

For reference only, this form is filled out with the awarded Contractor online  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>																	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>																	
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>																	
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																			
<b>3</b> Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																			
<b>4</b>	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)																
			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; text-align: center;">Controlling</th> <th style="width: 50%; text-align: center;">Intermediary</th> </tr> <tr><td style="height: 20px;"> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td></tr> </table>	Controlling	Intermediary														
Controlling	Intermediary																		
<b>5</b> Check only if there is NO Interested Party. <input type="checkbox"/>																			
<b>6 UNSWORN DECLARATION</b> My name is _____, and my date of birth is _____. My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <span style="float: right;">(month) (year)</span>																			
_____ Signature of authorized agent of contracting business entity (Declarant)																			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																			



**9. Senate Bill 252 Certification**

On this day, I, Shawn Davis, the **Transportation Assistant Director** for **City of Conroe/Conroe Connection**, pursuant to Chapter 2252, Section 2252.152 of the Texas Government Code, certify that I did review the website list prepared, maintained, and made available to the City of Conroe by the Comptroller of the State of Texas of companies known to have contracts with or provide supplies or services to Iran, Sudan, or any foreign terrorist organization. I have ascertained that the below-named company is not contained on said list of companies that do business with Iran, Sudan, or any Foreign Terrorist Organization.

RESPONDENT FILL OUT THE BELOW SECTION:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
**Transportation Asst. Director, City of Conroe**

\_\_\_\_\_  
Date



**11. Senate Bill 13 Verification**

**(“Company or Business Name”)**  
**Senate Bill 13 Verification**

I, \_\_\_\_\_ (Company Representative’s Name), the undersigned representative of \_\_\_\_\_ (Company or Business Name) hereafter referred to as “Company”; being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10 Government Code Chapter 2274:

- (1) does not boycott energy companies and
- (2) will not boycott energy companies during the term of the contract.

Pursuant to Section 2274.001, Texas Government Code:

- 1. “Boycott energy company” has the meaning assigned by Section 809.001.
- 2. “Company” has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

On this the \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, the above-named person, who after by me duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

\_\_\_\_\_  
NOTARY SIGNATURE

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

## 12. Senate Bill 19 Verification

**(“Company or Business Name”)**  
**Senate Bill 19 Verification**

I, \_\_\_\_\_ (Company Representative’s Name), the undersigned representative of \_\_\_\_\_ (Company or Business Name) hereafter referred to as “Company”; being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10 Government Code Chapter 2274:

- (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,
- (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Pursuant to Section 2274.001, Texas Government Code:

1. “Ammunition” means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.
2. “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make profit. The term does not include a sole proprietorship.
3. “Discriminate against a firearm entity or firearm trade association”:
  - (A) Means, with respect to the entity or association, to:
    - i. Refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
    - ii. Refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
    - iii. Terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
  - (B) Does not include:
    - i. The established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or fire arm accessories; and

- ii. A company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

- (aa) to comply with federal, state, or local law, policy, or regulations or directive by a regulatory agency; or

- (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.

- 4. “Firearm” means a weapon that expels a projectile by the action of explosive or expanding gases.
- 5. “Firearm accessory” means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.
- 6. “Firearm entity” means:
  - (A) A firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
  - (B) A sport shooting range as defined by Section 250.001, Local Government Code.
- 7. “Firearm trade association” means any person, corporation, unincorporated association, federation, business league, or business organization that:
  - (A) Is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
  - (B) Has two or more firearm entities s member; and
  - (C) Is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

On this the \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, the above-named person, who after by me duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

\_\_\_\_\_  
NOTARY SIGNATURE

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

**10. Exhibit D – Recipient 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: \_\_\_\_\_

Is the Company A/An:       Individual,  Limited Partnership,  General Partnership,  
    Corporation,  Limited Liability Company

Tax ID Number: \_\_\_\_\_

UEI Number: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

City, State, ZIP code: \_\_\_\_\_

Contact Individual: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Year established: \_\_\_\_\_

Number of employees (company-wide): \_\_\_\_\_

**PROJECT MANAGER**

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

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

Years with Company: \_\_\_\_\_

Similar Projects: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

PLEASE ATTACH PROJECT MANAGER’S RESUME TO THIS FORM



**REFERENCES**

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

Company:	Contact Person:
Email:	Phone:
Address:	
Contract Cost: \$	Performing as: <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor
Contract Start Date:	Expected End Date:
Type of Software:	

Company:	Contact Person:
Email:	Phone:
Address:	
Contract Cost: \$	Performing as: <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor
Contract Start Date:	Expected End Date:
Type of Software:	



*The City of Conroe*  
*Reservation, Scheduling, and Dispatch Software*  
*RFP# 0518-2023*

Company:	Contact Person:
Email:	Phone:
Address:	
Contract Cost: \$	Performing as: <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor
Contract Start Date:	Expected End Date:
Type of Software:	

**EXCEPTIONS / SUBSTITUTIONS**

*Please list any proposed exceptions and/or substitutions to the RFP.*

<b>PAGE / PARAGRAPH NUMBER</b>	<b>EXCEPTION / SUBSTITUTION</b>

**SUBCONTRACTOR INFORMATION**

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

<b>COMPANY NAME</b>	<b>UEI NUMBER</b>	<b>RESPONSIBILITY</b>	<b>QUALIFICATIONS</b>

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: \_\_\_\_\_

**11. Exhibit E – Price Proposal Form**

RFP #0518-2023

**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)

**PRICING**

The unit price shall include all of the Contractor’s costs for the software and will also include implementation and training costs separately.

**INITIAL COSTS - SOFTWARE PRICING**

<b>PROPOSED SOFTWARE, LINCENSE, HOSTING</b>	<b>TOTAL COST</b>

**INITIAL COSTS - HARDWARE PRICING, IF RECOMMENDED**

<b>PROPOSED HARDWARE</b>	<b>TOTAL COST</b>

**ON-SITE PRICING**

**INSTALLATION**

**DAYS ON-SITE (IF NEEDED)** \_\_\_\_\_

**PROPOSED NUMBER OF STAFF NEEDED** \_\_\_\_\_

**TOTAL COST** \_\_\_\_\_

**TRAINING**

**DAYS ON-SITE (IF NEEDED)** \_\_\_\_\_

**PROPOSED NUMBER OF STAFF NEEDED** \_\_\_\_\_

**TOTAL COST** \_\_\_\_\_

**MAINTENANCE AND SUPPORT PRICING**

PROPOSED MAINTENANCE/SUPPORT	TOTAL COST- YEAR 1

**OTHER COST PRICING**

PROPOSED ITEMS	TOTAL COST-

**OPTION YEARS PRICING**

	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
<b>PROPOSED MAINTENANCE/ SUPPORT</b>				

**12. Exhibit F – Acknowledgement of Addenda**  
**Reservation, Scheduling, and Dispatch Software**

SOLICITATION #0518-2023

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: \_\_\_\_\_



### **13. Exhibit G – City of Conroe Code of Conduct for FTA-Funded Procurement**

#### **Policy Statement**

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

#### **Definitions**

- Affected – reasonably likely to be subject to a direct economic effect or consequence.
- Agent – a person, recipient or subrecipient authorized by the City of Conroe to act for the City of Conroe.
- Business Entity – a sole proprietorship, partnership, limited partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized by law through which business is conducted.
- Contractor – a person or business entity that has entered into a contract with the City of Conroe to provide goods or services for the City of Conroe.
- City Council – the governing body of the City of Conroe.
- Employee – any person holding a position with the City of Conroe for which compensation is received, including part-time workers employed more than ten (10) hours per week or intermittent, seasonal, or temporary workers.
- Immediate Family Member – refers to a person’s parents, spouse, domestic partner, children, stepchildren, adopted children, siblings, stepsiblings and adopted siblings.
- Recipient – Any entity that directly receives federal financial assistance from the FTA.
- Subrecipient – Any entity that directly receives federal financial assistance from the City of Conroe.

#### **Standards of Conduct**

The Conroe City Council and its officers, employees, agents, and contractors shall abide by this code when participating in the selection, award and/or administration of any contract supported by FTA funds.

Any elected officials, officers, employees, agents, or contractors of the City of Conroe who discloses a conflict of interest, real, apparent or potential, shall recuse themselves from any further participation in selection, award or administration of a contract supported by FTA funds.

Only authorized elected officials, officers, employees, agents, or contractors of the City of Conroe will communicate details of any active procurement or solicitation to any person or entity.

### **Absolute Prohibitions**

No elected official, officer, employee, agent, or contractor of the City of Conroe shall participate in selection, award or administration of a contract supported by FTA funds if a conflict of interest, real, apparent or potential, is involved. Such a conflict would arise when:

- The elected official, officer, employee, agent, or contractor has a financial or other interest in a firm being considered for a contract award;
- Any member of the elected official, officer, employee, agent, or contractor's immediate family has a financial or other interest in a firm being considered for a contract award;
- The elected official, officer, employee, agent, or contractor's partner has a financial or other interest in a firm being considered for a contract award;
- An entity that employs, or is about to employ: an elected official, officer, employee, agent, or contractor; any member of the elected official, officer, employee, agent, or contractor's immediate family; or an elected official, officer, employee, agent, or contractor's partner;
- A contractor is unable to render impartial assistance or advice to the City of Conroe because of other activities, financial interests, relationships, or contracts; and
- A contractor has an unfair competitive advantage from preparing procurement documents for work that the contractor may submit a bid or proposal.

An elected official, officer, employee, agent, or contractor of the City of Conroe, their immediate family and/or partner shall neither solicit nor accept gifts, gratuities, favors or anything of monetary value from any firm being considered for a contract award or any firm benefiting from a contract award.

### **Exceptions to Prohibitions**

An elected official, officer, employee, or agent of the City of Conroe may accept an unsolicited gift that has an insubstantial financial value or is an item of nominal intrinsic value.

### **Disclosures**

On a procurement-by-procurement basis, any elected official, officer, employee, agent, or contractor of the City of Conroe who participates in selection, award or administration of a contract supported by FTA funds shall complete and sign a Procurement Disclosure Form prior to evaluation of the proposal. Any elected official, officer, employee, agent, or contractor who discloses a conflict of interest shall recuse themselves from the selection, award, or administration of the contract.

On a procurement-by-procurement basis, any elected official, officer, employee, agent, or contractor of the City of Conroe who participates in the evaluation of a competitive proposal and

subsequent recommendation for a contract award shall complete and sign a Non-Disclosure Form prior to evaluation of the proposal.

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. Any vendor or person considering doing business with the City of Conroe shall complete and sign the Conflict Of Interest Questionnaire and submit the questionnaire as instructed in the Invitation for Bids or the Request for Proposal.

**Penalties**

In addition to turning over evidence of misconduct to the proper law enforcement agency when appropriate, the following penalties may be enforced:

- The failure of a City Council Member to comply with the requirements of this policy shall constitute grounds for censure or removal from the City Council in accordance with Section 451.511 of the Texas Transportation Code.
- The failure of an employee to comply with the requirements of this policy shall result in disciplinary action up to and including termination.
- The failure of an agent or contractor of the City of Conroe to comply with this policy shall be grounds for such contractual remedy, as may be appropriate, up to and including termination of the contract and debarment of the agent or contractor.