



GREATER SOUTHEAST MANAGEMENT DISTRICT (HOUSTON SOUTHEAST) REQUEST FOR QUALIFICATIONS FOR COLUMBIA TAP TRAIL PROJECT

1. General

The Greater Southeast Management District - Houston Southeast (GSEMD) seeks the services of a qualified architectural and engineering consultant or consultant team (“Consultant”) to provide Plans, Specifications, and Estimates (PS&E) for the **Columbia Tap Trail Project** located in the southeast area of the City of Houston, Texas. The project scope and location are described in Section 2 below. The qualified firm will provide professional engineering services including all preliminary engineering, final design, and construction phase services, to include construction engineering and inspections and engineer of record.

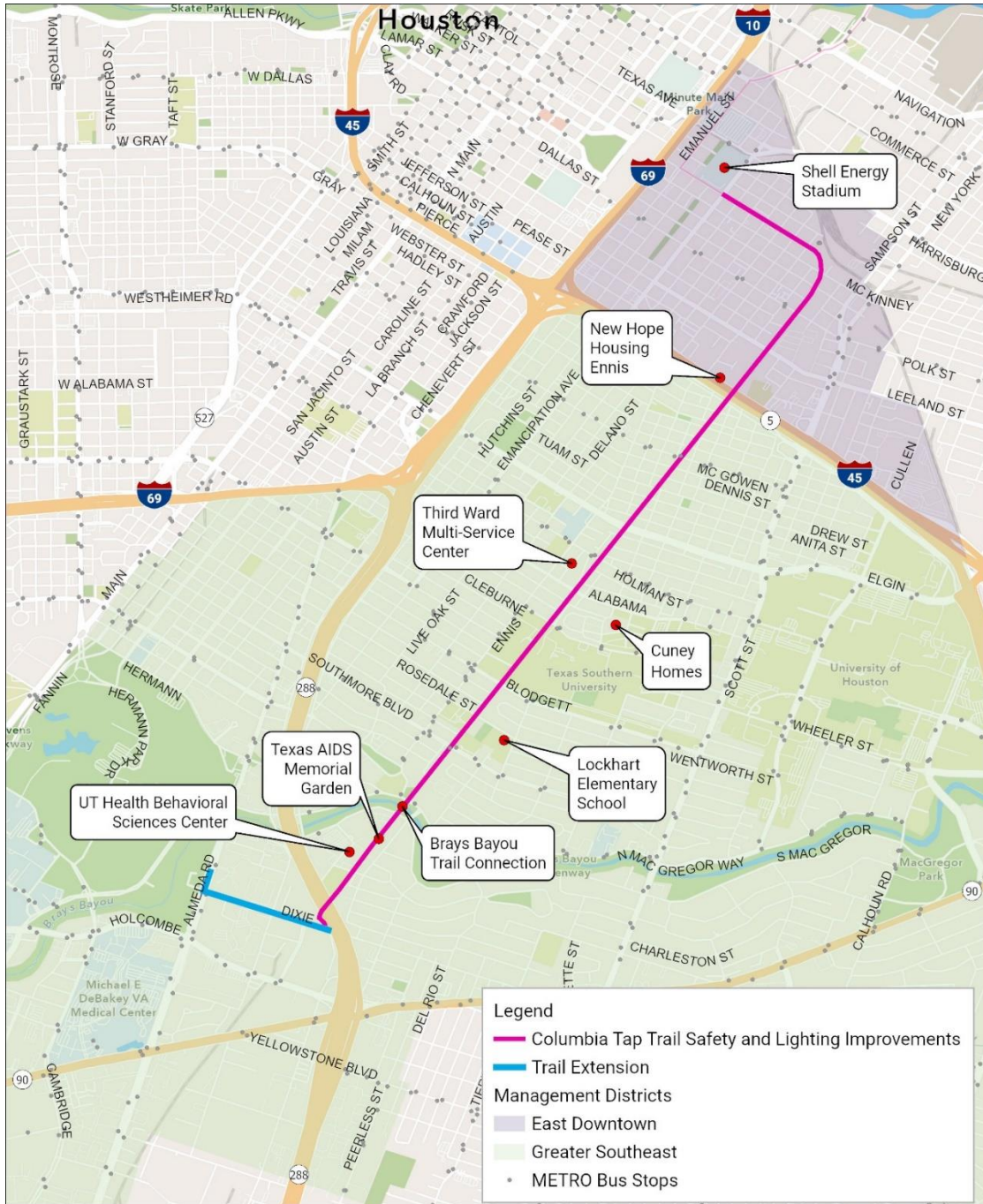
2. Project Scope and Location

The Columbia Tap Trail Project (Project) encompasses the following improvements along the existing Columbia Tap Trail (see Project Location Map) and an extension of the trail from Dixie Drive to Alameda Road.

Proposed Improvements:

- Sidewalk/path/trail construction (approximately ½ mile from Dixie Drive to Alameda Road)
- Pedestrian-scale lighting for the entire trail length (including proposed extension)
- Intersection crossing improvements
- Location markers/wayfinding for the entire trail length (including proposed extension)
- Functional landscaping
- Public Safety Equipment, such as Call Boxes, for the entire trail length (including proposed extension)

Project Location Map



3. Technical Expertise

GSEMD seeks to work with a qualified and experienced firm or team of firms to submit proposals for professional services related to the Columbia Tap Trail Project. The selected Consultant will provide architectural and engineering services to advance the Columbia Tap Trail project through the complete design phase, complete construction documents for all components of the project, and provide construction phase services.

GSEMD expects to locally let the Project with the assistance of the selected Consultant. Therefore, the general scope of services includes the design and construction phases. The following types of services to be provided during the term of the agreement include, but are not limited to:

- Public and Stakeholder Coordination
- Design Engineering and Engineer of Record;
- Lighting and Electrical Plan;
- Survey;
- Traffic Control Plans;
- Plan Set for Public Safety Equipment and Location Markers;
- Utility Coordination;
- Plans, Specifications, and Estimates (PS&E);
- Permitting/Approvals Coordination to include City of Houston (COH), Texas Department of Transportation (TxDOT), and Texas Department of Licensing and Regulation (TDLR);
- Construction Engineering and Inspection; and
- Construction Phase Materials Testing.

This Project is anticipated to involve federal funding and the selected Consultant should have experience with federal-aid projects to be able to efficiently navigate the related administrative and procedural requirements during the design and construction phases. Consultants must also be sensitive to the environmental concerns in the development of the project. Personnel must have experience with and knowledge of state, federal, and local regulations and building codes, and federally funded projects. Persons or firms practicing architectural and/or engineering services in the State of Texas must possess a proper registration in accordance with Texas laws.

4. Selection Process

GSEMD will not provide compensation or defray any costs incurred by any firm relating to the response to this request. GSEMD reserves the right to negotiate with any and all persons or firms. GSEMD also reserves the right to reject any or all persons and firms. GSEMD also reserves the rights to reject any or all RFQs, accept any RFQ deemed most advantageous, waive any irregularities or informalities in any RFQ received, and revise the process schedule as circumstances require.

All responses to this RFQ will be evaluated based on criteria without the evaluation of price developed by GSEMD. The committee may ask the Consultants to come in for a personal interview before a final selection, based upon qualifications, is made by the committee. The committee's selection will

be taken to the GSEMD Board and GSEMD Transportation & Local Mobility Services Committee for approval. The most qualified Respondent, as established via the scoring criteria, will be selected for this job. GSEMD will negotiate with the most qualified Respondent in order to reach a fair and reasonable price.

GSEMD may select or create a short list of viable candidate firms/teams. Once the short list has been determined, there may be an oral interview and/or presentation session scheduled for the highest ranked firms. The presentation should demonstrate the firm's experience in providing services for similar projects, experience in coordination of construction activities with other design firms, projects, and entities, along with any other items covered by the SOQ submitted. Based on the SOQ's and interviews, the GSEMD's Consultant Selection Committee will determine the most highly qualified firms on the basis of demonstrated competence, experience, and qualifications for each project. All short-listed firms will be notified of the top respondent selected based upon presentations and references.

Negotiations will be initiated with the top-ranked firm on the short list. The firm will be contacted and requested to meet with GSEMD to develop a detailed proposed scope of work and a schedule of fees for that work. The price proposal generated should substantially reflect the same composition and level of involvement as presented in the Statement of Qualifications.

If a mutually agreeable cost and/or price proposal cannot be negotiated, GSEMD will formally end the negotiation and proceed to select and negotiate with the next most highly qualified firm(s) on the basis of demonstrated competence, experience, and qualifications. GSEMD reserves the right to make no award from this solicitation if deemed in its best interest to do so, and may, at its election, re-advertise and reissue the original, or an amended RFQ.

5. Brooks Act

On November 30, 2005, the President signed into law the Transportation, Treasury, Housing and Urban Development, the Judiciary, the District of Columbia, and Independent Agencies Appropriations Act, 2006 (119 Stat. 2396; Public Law 109- 115, HR 3058 ("the FY 2006 Appropriations Act"). Section 174 of this Act, amends 23 U.S.C. §112(b)(2) relating to the award of engineering and design services (A&E) contracts that are directly related to a construction project and use Federal- aid funding. This amendment strikes existing provisions of law and requires that these contracts shall be awarded in the same manner as a contract for architectural and engineering services is negotiated under the "Brooks Act" provisions contained in chapter 11 of 40 U.S.C.

The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications for the type of engineering and design services being procured, and at a fair and reasonable price. Engineering and design related services are defined in 23 U.S.C. §112 (b)(2)(A) and 23 C.F.R. §172.3 to include program management, construction management, feasibility studies, preliminary engineering, design engineering, surveying, mapping, or other related services. These other services may include

professional engineering related services, or incidental services that may be performed by a professional engineer, or individuals working under their direction, who may logically or justifiably perform these services.

6. Point of Contact

The RFQ Coordinator is the sole point of contact for this procurement from advertisement through award. All communication between the Respondent and GSEMD on release of this RFQ shall be with the RFQ Coordinator as follows:

Name	Nikki Knight, Program Manager
E-mail Address	nknight@houstonse.org

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

To ensure the fair evaluation of a solicitation, GSEMD prohibits unsolicited communication initiated by the Respondent to a GSEMD representative evaluating or considering the solicitations prior to the time a decision has been made. Communication between Respondent and GSEMD will be initiated by the RFQ 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.**

Qualifications

The RFQs and the included forms/documents are considered part of the response package. Qualifications must be submitted on the forms provided with the RFQ in their entirety and signed by an authorized representative. Failure to complete and sign the statement of qualification (SOQ) and forms will disqualify the submittal from being considered by GSEMD. Any individual signing on behalf of the Respondent expressly affirms that he/she is duly authorized to tender the qualifications and to sign the SOQ under the terms and conditions in this RFQ. The Respondent further understands that the signing shall be of no consequence unless the contract is subsequently awarded and properly executed by GSEMD and the Respondent.

7. Submission Requirements

All submitting firms or teams must comply with all submission requirements in order to be evaluated by the Selection Evaluation Committee.

Interested and qualified firms or teams are invited to submit one (1) digital copy of their Statement of Qualifications, which demonstrates their experience in performing projects of this scale and complexity. Documentation should be limited to 20 pages and should include:

- 7.1** Identification of the firm/team responding to the RFQ. If a team of firms is proposed, the lead firm will be identified and a full team organization chart will be provided.
- 7.2** A summary demonstrating the firm's/team's qualifications to satisfy all the technical areas identified in Section 3 "Technical Expertise." If the proposer anticipates the need for additional disciplines, please include and document same.
- 7.3** A brief description of each firm/team member should be provided along with a list of major services offered by each firm/team member.
- 7.4** A description of the firm/team's understanding of the project and proposed approach for accomplishing all services within Section 3 "Technical Expertise." The proposed approach should include a proposed schedule of activities for the delivery of the project as described in Section 2 "Project Scope and Location."
- 7.5** Proposed project schedule to achieve completion by May 2026. This project must have design completed, fully permitted, and ready for construction on or before August 2025 so that the improvements can be implemented prior to May 2026 to accommodate the World Cup. SOQ evaluation will depend heavily on demonstrated ability to deliver the project within this timeframe.
- 7.6** List of key firm/team members proposed to work on the project with a brief summary/resume of their experience.
- 7.7** A reference list of projects similar to the complexity and scale of the GSEMD project. The information needed includes:
- Client name
 - Project location
 - Description of project
 - Project date
 - Services provided by the firm/team
 - Contact information, including contact name and email address
- 7.8** Pre-award certification forms (Exhibit C). Exhibit C forms are excluded from the page limit.

Submittals must be received no later than 4:00 p.m. CT on Friday, January 17, 2025 and uploaded via CivCast.

8. Solicitation Schedule

Issue Request for Qualifications	Monday, December 9, 2024
Deadline for Questions to RFQ Coordinator via CivCast at 4:00 P.M. CT	Friday, December 20, 2024
Issue Response to Questions (to be posted on CivCast website)	Monday, December 23, 2024
RFQ Responses Due by 4:00 P.M. CT	Friday, January 17, 2025
Tentatively Award Contract to Successful Consultant	February 2025

9. Funding Sources

A part of the Contract may be reimbursed by the U.S. DOT through grants administered by the Federal Transit Administration, managed directly by GSEMD. Use of federal funds requires GSEMD and successful Respondent to manage the services within the grant guidelines and comply with all applicable federal and state regulations and requirements. GSEMD may allocate the balance of the necessary funding from GSEMD's General Fund, budget permitting. Any contract awarded as a result of this procurement is contingent upon the availability of federal and local funding.

10. Federal Required Contract Clauses

The successful Consultant shall comply with all contract clauses in Exhibit B, Federally Required Contract Clauses. The successful Consultant shall complete the federally required contract certifications in Exhibit C, Respondent/Contractor Pre-Award Certifications and be submitted with the Statement of Qualifications. The contract will be in compliance with 2 CFR 200 and include the Contract Clauses included in Appendix II to the Uniform Guidance, listed [here](#). **This RFQ and the accompanying pre-award certifications and contract clauses will be a component of the executed contract with the selected firm.**

The requirements of 49 CFR Part 26, Regulations of the U.S. DOT, apply to this contract as defined in EXHIBIT B. It is the policy of GSEMD 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 request for qualifications. The Respondent is encouraged to utilize services of DBE subcontractors, banks, and financial institutions. The agency's overall goal for DBE participation is 17% and there is no contract goal associated with this procurement.

11. Scoring Criteria

Respondents will be evaluated on the following areas:

- Project Understanding and Approach (40%)
- Demonstrated Qualifications of Personnel and Team (30%)
- Previous Experience on Similar Projects with References (30%)

12. Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (GSEMD 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 in 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.

No 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 GSEMD.

Indemnification

Contractor shall defend, indemnify, and hold harmless GSEMD, 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 GSEMD or another party entitled to indemnification.

Independent Contractor Relationship

The Respondent is and shall provide design services 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 GSEMD.

13. Proposal Protest Procedures

Any interested party who is aggrieved in connection with the solicitation, evaluation, or award of an Agreement may file a protest with Nikki Knight herein after, Program Manager, and appeal any adverse decision to Mr. Brian Smith herein after Director. Such protest must be in writing and submitted to the Manager as follows:

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:

ATTN:

Nikki Knight, Program Manager

Greater Southeast Management District (Houston Southeast) 5445 Almeda Road, Suite #503
Houston, TX 77004

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 Board. 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.

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

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.

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 Greater Southeast Management District (Houston Southeast) to be meritorious, would be eligible for selection as the successful Respondent for award of an Agreement.

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

- Name, address, and telephone number of the interested party;
- Solicitation number and title;
- Specific statutory or regulatory provision(s) that the action under protest is alleged to have violated;
- Specific description of each act alleged to have violated the statutory or regulatory provision(s) identified above;
- Precise statement of facts;
- Identification of the issue(s) to be resolved; and
- Argument and authorities in support of the protest.

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.

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

If the Manager determines that a violation of the rules or statutes has occurred and an Agreement has not yet been awarded, he 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.

If the Manager determines that a violation of the rules or statutes has occurred and an Agreement has been awarded, he 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.

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

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: Ms. Nikki Knight, and sent via certified mail. The appeal shall be limited to a review of the determination made by the Manager.

The Director and Attorney/Legal Counsel for the Greater Southeast Management District (Houston Southeast) 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.

The Director's response shall be the final administrative action taken by the Greater Southeast Management District (Houston Southeast). Any protest submitted must follow these procedures or it will be returned without action.

14. Code of Conduct Policy Statement

The Greater Southeast Management District (Houston Southeast) (d/b/a Houston Southeast) Code of Conduct establishes minimum standards of conduct that Board, officers, employees, agents and contractors of the Greater Southeast Management District (Houston Southeast) are expected to

follow in the performance of their duties specifically related to selection, award and/or administration of any contract supported by FTA or TxDOT funds.

Standards of Conduct

The Greater Southeast Management District (Houston Southeast)'s Board 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 or TxDOT funds.

Any elected officials, officers, employees, agents, or contractors of the Greater Southeast Management District (Houston Southeast) 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 or TxDOT funds.

Only authorized elected officials, officers, employees, agents, or contractors of the Greater Southeast Management District (Houston Southeast) 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 Greater Southeast Management District (Houston Southeast) shall participate in selection, award or administration of a contract supported by FTA or TxDOT 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 Greater Southeast Management District (Houston Southeast) 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, which is referred to as organizational conflict of interest.

An elected official, officer, employee, agent, or contractor of the Greater Southeast Management District (Houston Southeast), 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.

Disclosures

To be determined on a procurement-by-procurement basis, any elected official, officer, employee, agent, or contractor of the Greater Southeast Management District (Houston Southeast) 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 (GSEMD 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 Greater Southeast Management District (Houston Southeast) shall complete and sign the Conflict Of Interest Questionnaire and the Certificate of Interested Parties and submit the questionnaire and the certificate as instructed in the Request for Quotations.

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 Board to comply with the requirements of this policy shall constitute grounds for censure or removal from the Greater Southeast Management District (Houston Southeast) Board 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 Greater Southeast Management District (Houston Southeast) 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.

EXHIBIT A

Federally Required Contract Clauses

These federally required contract clauses are in accordance with FTA Circular 4220.1F, Third Party Contracting Guidance. The Respondent certifies to abide by the clauses below, as part of this procurement. The Respondent must also complete the forms included in **the RESPONDENT/CONTRACTOR PRE-AWARD CERTIFICATIONS EXHIBIT**.

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

- a. The Respondent/Contractor agrees to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- b. The Respondent/Contractor agrees to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration,

Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a Subcontractor's bill-of-lading.).

- c. The Respondent/Contractor agrees to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

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

6. ENERGY CONSERVATION

- a. The Respondent/Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- b. 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 2015 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 \$150,000 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
10.this Contract.**

11.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/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/Contractor to the Owner. The Respondent/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 certification regarding Lobbying to be completed by the Respondent/Contractor and subcontractor(s) is provided herein **(See Exhibit B)** under Certifications and Forms Section.

12.ACCESS TO RECORDS AND REPORTS

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

13. 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.

14. BONDING REQUIREMENTS – Does not apply to this Contract.

15. 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 \$150,000 financed in whole or in part with Federal assistance provided by FTA.

16. 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.

17. DAVIS-BACON and COPELAND ANTI-KICKBACK ACTS – Does not apply to this Contract.

18. CONTRACT WORK HOURS and SAFETY STANDARDS ACT

- a. **Overtime requirements** - No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the Respondent/Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable

to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- c. Withholding for unpaid wages and liquidated damages** – The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Respondent/Contractor or Subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Respondent/Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d. Subcontracts** - The Respondent/Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Respondent/Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

19. RESERVED

20. 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.

21. 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.

22. TERMINATION

- a. **Termination for Convenience.** The Owner may terminate this contract, in whole or in part, at any time by written notice to the Respondent/Contractor when it is in the Owner's best interest. The Respondent/Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Respondent/Contractor shall promptly submit its termination claim to the Owner to be paid the Respondent/Contractor. If the Respondent/Contractor has any property in its possession belonging to the Owner, the Respondent/Contractor will account for the same, and dispose of it in the manner the Owner directs.
- b. **Termination for Default [Breach or Cause].** If the Respondent/Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Respondent/Contractor fails to perform in the manner called for in the contract, or if the Respondent/Contractor fails to comply with any other provisions of the contract, the Owner may terminate this contract for default. Termination shall be affected by serving a notice of termination on the Respondent/Contractor setting forth the manner in which the Respondent/Contractor is in default. The Respondent/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/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/Contractor, the Owner, after setting up a new delivery of performance schedule, may allow the Respondent/Contractor to continue work, or treat the termination as a termination for convenience.

- c. **Opportunity to Cure.** The Owner in its sole discretion may, in the case of a termination for breach or default, allow the Respondent/Contractor 30 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.

If Respondent/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 30 days after receipt by Respondent/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/Contractor. Any such termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against Respondent/Contractor and its sureties for said breach or default.

- d. **Waiver of Remedies for any Breach.** In the event that the Owner elects to waive its remedies for any breach by the Respondent/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.
- e. **Termination for Convenience.** The Owner, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Owner shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. The Respondent/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.

23. 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 (**See Exhibit B**) 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.

24. PRIVACY ACT – Does not apply to this Contract.

25. CIVIL RIGHTS REQUIREMENTS

- 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.

26. BREACHES AND DISPUTE RESOLUTION

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 authorized representative of the Owner's. This decision shall be final and conclusive unless within ten 10 days from the date of receipt of its copy, the Respondent/Contractor mails or otherwise furnishes a written appeal to the Owner’s representative. In connection with any such appeal, the Respondent/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/Contractor and the Respondent/Contractor shall abide by the decision.

- b. Performance During Dispute** - Unless otherwise directed by the Owner, Respondent/Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- c. Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- d. Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the Owner and the Respondent/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/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/Contractor also agrees to include any applicable requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

27. PATENT AND DISPUTE RESOLUTION – Does not apply to this Contract.

28. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS – Does not apply to this Contract.

29. 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 agency's overall goal for DBE participation is 17%.** There is no contract goal for this procurement.
- b.** The Respondent/Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The

Respondent/Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the 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.

- c. Respondent or Proposers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 C.F.R. 26.53 (**See Exhibit B**). Award of this contract is conditioned on submission of the following concurrent with and accompanying an initial proposal:
 - i. The names and addresses of subcontractors that will participate in the contract;
 - ii. A description of the work that each subcontractor will perform;
 - iii. Whether the subcontractors is a DBE, non-DBE, or a Small Business Enterprise (SBE);
 - iv. The ethnic code, as described in the form;
 - v. The age of the firm;
 - vi. The annual gross receipts from the firm;
 - vii. The dollar amount of the participation of each DBE firm participating; and
 - viii. Written confirmation from the DBE subcontractor that it is participating in the contract as provided in the commitment made under (8) (**See Exhibit B**).
- d. The Respondent/Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the Owner. The Respondent/Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the timeframe stated in this paragraph may occur only for good cause, as determined by the Owner, and following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors and shall be included in the contract between the Respondent/Contractor and any and all subcontractors.
- e. The Respondent/Contractor must promptly notify the 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 the Owner.

- f. The Respondent/Contractor shall report DBE participation on a monthly basis on the Contractor Payment Report Form **(See Exhibit B)**.
- g. For the Respondent/Contractor's convenience, a listing of potential DBE subcontractors is listed in the Texas Unified Certification Program DBE Directory (<https://txdot.txdotcms.com/>).
- h. The Owner encourages the Respondent/Contractor on DOT-assisted contract to make use of financial institution owned and controlled by socially and economically disadvantaged individuals.

30.RESERVED

31.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. Clean Air Act and Federal Water Pollution Control Act
 - iii. Civil Rights Laws and Regulations
 - iv. Disadvantaged Business Enterprise (DBE)
 - v. Fly America
 - vi. Government-Wide Debarment and Suspension
 - vii. Lobbying Restrictions
 - viii. No Government Obligation to Third Parties
 - ix. Program Fraud and False or Fraudulent Statements and Related Acts
 - x. Termination
 - xi. 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.

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

33.AMERICANS WITH DISABILITIES ACT (ADA) 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
- vii. 29 C.F.R. Part 1630 – Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, U.S. EEOC
- viii. 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
- ix. 36 C.F.R. Part 1194 – Electronic and Information Technology Accessibility Standards, U.S. ATBCB regulation
- x. 49 C.F.R. Part 609 – Transportation for Elderly and Handicapped Persons, FTA regulation
- xi. Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

34. VETERAN'S PREFERENCE – Does not apply to this Contract.

35. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICE OR EQUIPMENT

- a. Respondent/Contractor are prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain;
 - ii. Extend or renew a contract to procure or obtain; or
 - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital

- Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- iv. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment **and services, and to ensure that communications service to users and customers is sustained.**

36. MOTOR CARRIER SAFETY

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

37. SAFE OPERATION OF MOTOR VEHICLES

- a. Respondent/Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or the Owner. Respondent/Contractor is further encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement. Respondent/Contractor is also encouraged to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

38. TRAFFICKING IN PERSONS

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

39. NO ASSIGNMENT

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

40. PROTECTION OF SENSITIVE AND PERSONALLY IDENTIFIABLE INFORMATION

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

41. FULL AND OPEN COMPETITION

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

42. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

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

exclusionary or discriminatory specifications.

43. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

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

44. NOTIFICATION OF FEDERAL PARTICIPATION

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

45. INTEREST OF MEMBERS OR DELEGATES TO CONGRESS

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

EXHIBIT B

RESPONDENT/CONTRACTOR PRE-AWARD CERTIFICATIONS

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

Respondent/Prime Contractor's Initials:

- A. Lobbying Certification _____
- B. Suspension and Debarment Certification _____
- C. Respondent/Contractor Certification _____
- D. DBE Subcontractor Certification _____
- E. Conflict of Interest _____
- F. GSEMD Bill 89 Verification _____
- G. Delinquent State Business Tax Certification _____
- H. Prohibition on Certain Telecommunications and Video Surveillance Service or Equipment _____

I HEREBY ATTEST THAT THE PREVIOUS EXHIBIT TITLED, *FEDERALLY REQUIRED CONTRACT CLAUSES*, WAS READ AND MY INITIALS ABOVE INDICATE THAT EACH ITEM WAS PROPERLY PREPARED AND EXECUTED.

DATE: _____

SIGNATURE: _____

NAME/TITLE: _____

RESPONDENT/ CONTRACTOR: _____

LOBBYING CERTIFICATION FORM

To be completed by the prime contractor

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 Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

DATE: _____

SIGNATURE: _____

NAME/TITLE: _____

RESPONDENT/ CONTRACTOR: _____

SUSPENSION AND DEBARMENT CERTIFICATION FORM

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

To be completed by the prime contractor

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 Owner'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 Owner 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 Owner may terminate this transaction for cause or default.
3. The Respondent/Contractor shall provide immediate written notice to the Owner 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 Owner 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 Owner 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 Owner 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 Owner may terminate this transaction for cause or default.
9. The Respondent/Contractor also agrees to include these requirements in each subcontract, or a lower tier covered transaction, exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

RESPONDENT/CONTRACTOR CERTIFICATION

Instructions: The **prime** Respondent/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, and 7) % or \$ amount of Total Contract. Those contractors who 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 who 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) Sub-continental 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	4) DBE, SBE or non-DBE	5) Ethnic Code	6) Gender Code	7) DBE % or \$ amount of Total Contract

1) Name of subcontractor	2) Address, Telephone # of DBE Firm (Including name of contact person)	3) Description of Work, Services Provided	4) DBE, SBE or non-DBE	5) Ethnic Code	6) Gender Code	9) DBE % or \$ amount of Total Contract

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

The undersigned will enter into a formal agreement with DBE contractors for work listed in this schedule upon execution of a contract with the Owner. The Contractor agrees to the terms of this schedule by signing below and submitting the **DBE SUBCONTRACTOR CERTIFICATION**, as completed by the DBE subcontractor(s).

DATE: _____

SIGNATURE: _____

RESPONDENT/
CONTRACTOR: _____

TITLE: _____

DBE SUBCONTRACTOR CERTIFICATION

NOTE: In accordance with 49 CFR (Code of Federal Regulations) Part 26 and Board policy, DBE firms participating in the DBE Program must have "current" certification status with a TUCP Certifying Agency by the due date established for this RFP.

1. TO:(Respondent/Contractor): _____
2. The undersigned is either currently certified under the Texas Unified Certification Program (TUCP) as a DBE or will be at the time this solicitation 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 subcontractor should complete this section only if the DBE 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 sublet and/or awarded to other contractors. Any and all DBE subcontractors a DBE subcontractor uses must be listed on Form 1 and must also be DBE certified.

DATE: _____ DBE FIRM: _____

SIGNATURE: _____ PRINT

NAME: _____ PHONE

NUMBER: _____

RESPONDENT/

DATE: _____ CONTRACTOR: _____

SIGNATURE: _____ PRINT

NAME: _____

PHONE NUMBER: _____

ATTACH COPY OF TEXAS UNIFIED CERTIFICATION PROGRAM CERTIFICATE

CONFLICT OF INTEREST (PRIME CONTRACTOR)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</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>	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity. _____		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center;"> _____ Name of Officer </div>		
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. <div style="margin-left: 40px;"> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <div style="margin-left: 40px; margin-top: 20px;"> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No </div>		
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.		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> _____ Signature of vendor doing business with the governmental entity </div> <div style="width: 35%;"> _____ Date </div> </div>		

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.

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF _____

§ COUNTY OF _____

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

[SEAL]

NOTARY PUBLIC in and for the State of Texas

DELINQUENT STATE BUSINESS TAX CERTIFICATION

All Respondents shall certify that Respondent (prime 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.

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____

RESPONDENT/
CONTRACTOR: _____

Prohibition on Certain Telecommunications and Video Surveillance Service or Equipment

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

DATE: _____

SIGNATURE: _____

NAME/TITLE: _____

RESPONDENT/ CONTRACTOR: _____