



**Gulf Coast Transit District
1415 North 33rd Street
Texas City, Texas 77590**

Request for Qualifications 2021 GCTD 008

**FINANCIAL AUDITING SERVICES
REQUEST FOR QUALIFICATIONS (RFQ)**

Issue Request for Qualification:	October 1, 2021
Deadline for Written Questions:	October 13, 2021
Issue Responses to Questions/Final Addendum:	October 18, 2021
Qualifications Closing Date & Time:	October 22, 2021, 1:00 p.m. CDT

Contact

Sean Middleton, Executive Director

smiddleton@gulfcoasttransitdistrict.com

(409) 359-7889

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Financial Auditing Services
#2021 GCTD 008*

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SUBMITTAL CHECKLIST

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

Forms Included in this Request for Qualifications (RFQ) Needed for Submittal:

- ☐ Exhibit C, Conflict of Interest Questionnaire – Page 28
- ☐ Exhibit E, Respondent/Contractor Pre-Award Certifications – Page 40
- ☐ Exhibit F, TxDOT PTN-130 Forms – Page 51
- ☐ Exhibit G, Acknowledgment of Addenda – Page 58
- ☐ Exhibit H, Respondent Information Form – Page 59

Respondent-provided Items Needed for Submittal:

- ☐ Title Page
- ☐ Statement of Qualifications
- ☐ Certificate of Insurance

PART I – NOTICE FOR PUBLICATION

NOTICE

Sealed Qualifications for **Solicitation #2021-GCTD-008 – FINANCIAL AUDITING SERVICES** will be received by the Gulf Coast Transit District (“GCTD”), by e-mail until the Qualifications Due Date and Time at the email address below. One (1) electronic version via email with qualification documentation clearly identified must be submitted.

Due: October 22, 2021, at 1:00 p.m. CDT

Gulf Coast Transit District
1415 North 33rd Street
Texas City, Texas 77590

E:mail: smiddleton@gulfcoasttransitdistrict.com, cc: compliance@gulfcoasttransitdistrict.com

The RFQ will be available by October 1, 2021, and in electronic form at the following link:
<https://www.gulfcoasttransitdistrict.com/projects-3>.

SCHEDULE

Issue Request for Qualification	October 1, 2021
Deadline for Written Questions at 5:00 p.m. CST	October 13, 2021
Issue Response to Questions/Final Addendum	October 18, 2021
Qualifications Due by 1:00 p.m. CST	October 22, 2021
Award Contract to Successful Respondent	November 2021

GCTD reserves the right to revise the above schedule. Notice of date changes, addenda to the procurement or GCTD’s responses to questions will be posted to <https://www.gulfcoasttransitdistrict.com/projects-3>.

QUESTIONS

All inquiries regarding this RFQ should be directed to the Executive Director Sean Middleton (smiddleton@gulfcoasttransitdistrict.com), cc-ing Kara McManus, compliance@gulfcoasttransitdistrict.com.

Qualifications received after the deadline will be rejected.

PART II – INSTRUCTIONS TO PROPOSERS

- 1. PURPOSE:** The Gulf Coast Transit District (hereinafter “GCTD”), a political subdivision of the State of Texas, is soliciting statements of interest and qualifications from professional accounting firms to serve as auditor for financial statements produced by the GCTD, hereinafter Services. The Services include all necessary administration, supplies, and personnel required to perform the Services in compliance with all applicable contract, local, state and Federal Transit Administration (FTA) requirements.
 - 1.1.** Firms responding must have an established reputation in the accounting community for experience, expertise, and reliability in finance and auditing the financial statements of other tax-exempt autonomous or semi-autonomous government agencies such as regional mobility authorities. Firms should be knowledgeable of auditing systems, Texas law, federal tax law and all other rules and regulations applicable to the preparation and examination of GCTD financial records and the preparation of financial statements and opinions related thereto.
- 2. QUALIFICATION REQUIREMENTS:**
 - 2.1.** The **PART III - SCOPE OF WORK** describes elements of the financial auditing services that the GCTD will need from the selected contractor. The specifications herein may not have addressed all elements of a particular Respondent’s auditing services. Such omissions are not intended to mean that we do not desire to have that element as part of this procurement.
 - 2.2.** To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. **DO NOT** submit the entire RFQ with your qualification. The original RFQ with exhibits and all addenda will be provided in the executed Contract as an attachment.
 - 2.3.** Respondents are required to submit one (1) electronic version via email with qualification documentation clearly identified in the Notice For Publication.
 - 2.4.** Qualifications that do not conform to the instructions given or which do not address all the requirements, as specified herein, may be eliminated from consideration. The GCTD, however, reserves the right to accept such qualifications if it is determined to be in the best interest of the GCTD. The qualification shall include:
 - 2.4.1. Title Page:** Show the solicitation title and number, name of Respondent, address, telephone number(s), e-mail, name of contact person, and date and time due.
 - 2.4.2. Table of Contents:** Clearly identify the materials by page numbers.
 - 2.4.3. Statement of Qualifications:** Respondent shall address all of the items listed in **3. Statement of Qualifications Format**. Please include Acknowledgment of receipt of all addenda (completed **EXHIBIT G** and all individual acknowledgments enclosed with Executive Summary).
 - 2.4.4. Respondent Information:** Respondent shall complete **EXHIBIT H, Respondent Information Form**, including the Respondent’s information on the firm’s financial resources

and stability, subcontractor information and reference information. Please provide any needed additional information in this section.

2.4.5. Certifications and Forms: Respondent shall provide fully executed certifications and forms, as identified herein. Failing to provide the following certifications and forms may result in the Respondent being deemed non-responsive and removed from consideration for contract award.

2.4.5.1. Insurance: Respondent shall provide a Certificate of Liability Insurance. Further the sample contract includes provisions for submitting a Certificate of Insurance. However, all RFQ submittals must include an Evidence of Insurance Certificate. A Certificate of Insurance will be requested at the time of final contracting if your Qualification is selected.

2.4.5.2. Conflict of Interest Questionnaire: If a conflict of interest exists between the Respondent or its subcontractors and the current GCTD Board of Directors members the Respondent shall complete and submit **EXHIBIT C**. If a conflict does not exist, then respondent shall mark the questionnaire “no conflict of interest exists” and submit the exhibit.

2.4.5.3. Respondent Pre-award Certifications: Respondent shall complete the checklist and all the required certifications included in **EXHIBIT E**.

2.4.5.3.1. Lobbying Certificate

2.4.5.3.2. Suspension and Debarment Certification

2.4.5.3.3. Respondent/Contractor Certification Form

2.4.5.3.4. DBE and SBE Subcontractor Letter of Intent

2.4.5.3.5. Delinquent State Business Tax Certification Form

2.4.5.3.6. House Bill 89 Verification

2.4.5.4. TxDOT PTN-130: Respondent shall complete the TxDOT PTN-130 Forms (**EXHIBIT F**).

3. STATEMENT OF QUALIFICATIONS FORMAT: At a minimum, each SOQ should contain the following elements:

3.1. Executive Summary Letter: The executive summary of the SOQ shall be a maximum of two (2) pages. Include items such as a cover letter of introduction and/or a brief overview of the firm and a statement of interest. To ease evaluation, please include the following information:

3.1.1. Firm’s name

3.1.2. Firm’s Corporate Headquarters address (if a joint venture, the Corporate headquarters of each joint venture partner)

3.1.3. Address of office(s) where personnel to service GCTD account will be stationed

- 3.1.4.** General description of the Firm's accounting and audit capabilities
- 3.1.5.** Disclosure of any claims pending or past judgments entered against the Firm or the proposed individual to service the account since January 1, 2016
- 3.1.6.** Include any Acknowledgement of Addenda
- 3.1.7.** Signed by firm official(s) with the authority to contractually bind the Respondent, with the name and title of the individual(s) signing the qualifications clearly shown immediately below the signature(s)

3.2. Experience:

- 3.2.1.** Provide a listing of governmental entities, to whom the Firm has served as financial auditor over the past five (5) years, including names, addresses and phone numbers of not less than three contact persons, each from a separate one of such governmental entities. If the Firm performed financial audit services for any such entity as part of a joint venture, please disclose the identity of the joint venture partner.
 - 3.2.1.1.** For each governmental entity listed, please describe the amount and nature of services performed for the entity.
 - 3.2.1.2.** Specifically include all work for transit organizations, regardless of the year.
- 3.2.2.** Describe your Firm's approach to conducting the audit. Include in the description your proposed utilization of GCTD staff, methodology for accomplishing the various audit requirements in a timely and efficient manner and any special techniques you may employ to facilitate the first year engagement.
- 3.2.3.** Describe procedures and/or work schedule that would be used to facilitate the completion of the audit within GCTD's timeframe in the first and subsequent two years. It is GCTD's goal to issue audited financial statements within 90-120 days after the fiscal year end.
- 3.2.4.** Describe the depth and breadth of the Firm's experience in performing financial audits.
- 3.2.5.** Describe your in-house technical capabilities.

3.3. Staff:

- 3.3.1.** Supply name and location of individual who will serve as the primary account representative.
- 3.3.2.** Provide the resumes of the individuals who will directly work on the account on a day-to-day basis and their office location. Please describe their availability to service the account.
- 3.3.3.** Include an organizational chart of the key personnel.
- 3.3.4.** Clarify if all the work that is being proposed would be performed with in-house personnel or if any portion of the work will be sub-contracted to outside firm(s) or personnel.

3.4. Other Required Information: Respondents should provide all information listed in the Solicitation Checklist in Section 1.

4. SCORING CRITERIA: Scoring of the responses shall be based on the following criteria:

4.1. Experience with auditing financials for governmental entities, specifically transit organizations – **35 Points**

4.2. Qualifications and experience of the Firm will be evaluated based on the depth and breadth of the Firm’s experience as a whole in the performance of comparable financial audit assignments – **25 Points**

4.3. Qualifications and experience of the specific individuals who will perform and oversee the work – **20 Points**

4.4. Accessibility and availability to GCTD staff for consultation, support, and short notice attendance at GCTD meetings – **10 Points**

4.5. Technical ability of the Firm to perform financial audit services based on references of former and current clients – **10 Points**

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

6. QUESTIONS: The RFQ Coordinator is the sole point of contact for this procurement from advertisement through award. All communications between the Respondent and the GCTD upon release of this RFQ shall be with the RFQ Coordinator and cc Kara McManus, The Goodman Corporation, at compliance@gulfcoasttransitdistrict.com as follows:

Name	Sean Middleton
Position	Executive Director
E-Mail Address	smiddleton@gulfcoasttransitdistrict.com
Mailing Address	1415 North 33rd Street Texas City, Texas 77590
Phone Number	(409) 359-7889

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

8. UNSOLICITED COMMUNICATION: To ensure fair evaluation of qualifications, the GCTD prohibits unsolicited communications initiated by the Respondent to a GCTD representative who is evaluating or considering the qualifications prior to Contract award. Communication between the Respondent

and the GCTD will be initiated by the RFQ Coordinator in order to obtain information or clarification needed to develop an accurate evaluation of the qualifications. Unsolicited communication may be grounds for disqualifying the offending Respondent from consideration for award.

9. QUALIFICATION DUE DATE AND TIME:

- 9.1.** Emailed qualifications are due to the GCTD no later than 1:00 p.m. on the date noted in **Part 1 – Notice to Proposers.**
- 9.2.** Qualifications received after the qualification deadline will not be considered under any circumstances.
- 1.1.** Qualifications shall not be opened publicly and shall be kept strictly confidential throughout the procurement process.

PART III – SCOPE OF WORK

- 1. BACKGROUND:** GCTD is seeking accounting services to audit financial documentation by a recently created Bi-County Transit District, formed pursuant to Chapter 458 of the Texas Transportation Code, to provide public transportation services for Brazoria and Galveston Counties.
 - 1.1.** Firms responding must have an established reputation in the accounting community for experience, expertise, and reliability in finance and auditing the financial statements of other tax-exempt autonomous or semi-autonomous government agencies such as regional mobility authorities and transit organizations.
 - 1.2.** Firms should be knowledgeable of auditing systems, Texas law, federal tax law and all other rules and regulations applicable to the preparation and examination of GCTD financial records and the preparation of financial statements and opinions related thereto.
- 2. SERVICES:** The selected Firm will assist GCTD by auditing the balance sheet as prepared, and the related statements of revenues, expenses, and changes in retained earnings and cash flow for the period then ending, for the purpose of expressing an opinion on them.
 - 2.1.** Audits shall be made in accordance with generally accepted auditing standards and Government Auditing Standards issued by the Comptroller General of the United States and shall include the testing of state and federal grants and aid appropriations. The Auditor will prepare a Single Audit Report as required by applicable state and federal regulations and requirements.
 - 2.2.** The successful Firm will also be expected to:
 - 2.2.1.** Plan and perform the audit to obtain reasonable assurance that the financial statements are free of material misstatement;
 - 2.2.2.** Study and evaluate the system of internal accounting control to establish a basis for reliance thereon in determining the nature and extent of other auditing procedures necessary for expressing an opinion on the financial statements and to assist in planning and performing the audit of the financial statements;
 - 2.2.3.** Include audit procedures that tests of documentary evidence supporting the transactions recorded in the accounts, and direct correspondence with selected creditors, legal counsel and banks; and request certain written representations from GCTD about the financial statements and matters related thereto.
 - 2.2.4.** Give consideration to the internal control structure, including the control environment, the accounting system and the control procedures established by management. Based on this consideration, the audit shall be designed to provide reasonable assurance of detecting errors and irregularities that are material to the general purpose financial statements.
 - 2.2.5.** Conduct an audit in accordance with generally accepted auditing standards to obtain reasonable, assurance about the general purpose financial statements. Including examining, on a test basis, evident supporting the amounts and disclosures in the general purpose financial statements. The audit shall also include assessing the accounting principles used

and significant estimates made by management, as well as evaluating the overall financial statement presentation.

2.2.6. In addition to the auditor services described above, the successful Respondent's duties shall include the following:

2.2.6.1. Assist and advise GCTD in maintaining and improving its accounting and record keeping systems.

2.2.6.2. Assist and advise GCTD on reconciling previous accounting that was conducted by Gulf Coast Center (GCC) prior to separation.

2.2.6.3. Review GCTD's system of internal accounting controls to the extent required by Generally Accepted Auditing Standards and Office of Management and Budget (OMB).

2.2.6.4. Perform certain limited procedures involving necessary supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

2.2.6.5. Following the completion of the audit of each fiscal year's financial statements issue:

2.2.6.5.1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.

2.2.6.5.2. A report on the internal control structure based on the auditor's understanding on the control structure and assessment of control risk.

2.2.6.5.3. A report on compliance with applicable law, regulations, the GCTD's trust indenture and any other contracts relating to GCTD indebtedness.

2.2.6.6. Communicate in writing in the internal controls any reportable conditions found during the audit to the Board of Directors.

2.2.6.7. Report of all irregularities for which your Firm becomes aware to the Board of Directors.

2.2.6.8. Inform in writing the Board of Directors of:

2.2.6.8.1. The Firm's responsibilities under generally accepted auditing standards

2.2.6.8.2. Significant accounting policies

2.2.6.8.3. Management judgments and accounting estimates

2.2.6.8.4. Significant audit adjustments

2.2.6.8.5. Other information in documents containing audited financial statements,

2.2.6.8.6. Disagreements with management

2.2.6.8.7. Management consultation with other accountants

- 2.2.6.8.8.** Major issues discussed with management prior to retention
- 2.2.6.8.9.** Difficulties encountered in performing the audit.
- 2.2.6.9.** Adhere to:
 - 2.2.6.9.1.** Generally accepted auditing standards applicable to governmental units, as promulgated by the American Institute of Certified Public Accountants (AICPA)
 - 2.2.6.9.2.** Governmental standards promulgated by the Governmental Accounting Standards Board (GASB)
 - 2.2.6.9.3.** Federal and state statutes, specifically Department of Transportation (DOT)
 - 2.2.6.9.4.** Reporting requirements under the OMB Circulars
 - 2.2.6.9.5.** Government Accountability Office (GAO) standards, regulations, and guidelines applicable in the State of Texas Single-Audit Circular in accordance with the State Uniform Grant Management Standards
- 2.2.6.10.** Provide additional consulting services that may be required including the preparation of special reports as determined by GCTD.
- 2.2.6.11.** Make available without charge any work papers used in performance of the audit to any federal or state agency upon request and in accordance with federal and state law and regulations.
- 2.2.6.12.** Issue a consent and citation of expertise letter and any necessary comfort or agreed upon procedures letter in connection with the preparation of any official statement or other disclosure document containing the general purpose financial statements and the auditor's report thereon utilized by GCTD in connection with the sale of debt securities (Upon Request).
- 2.2.6.13.** Retain for a period of three years after the completion of any work provided in connection with the engagement with GCTD, all working papers and permit GCTD and its representatives to inspect the same and reproduce the same to the extent they deem necessary.
- 2.2.6.14.** Abide by the generally accepted auditing standards promulgated by the AICPA and all applicable laws and regulations.

PART IV – LAWS, REGULATIONS, AND MANDATORY REQUIREMENTS

1. FUNDING:

- 1.1.** The Services contract may be funded with federal funds from FTA, federal and state funds administered by TxDOT, and/or local funds. Use of federal and state grant funds requires GCTD and the successful Respondent to manage the Services within the grant guidelines and comply with all applicable federal and state regulations and requirements.
- 1.2.** Any contract awarded as a result of this procurement is contingent upon the availability of federal, state and/or local funding.

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

3. GCTD BUSINESS CODE OF CONDUCT: The GCTD's employees, contractors, and volunteers will exhibit behavior based on honesty, integrity, and a sense of fairness. It is the responsibility of these individuals to maintain the highest standard of legal and ethical behavior. This includes complying with all local, state, and federal laws and regulations designed to assure adequate and appropriate care and taking timely and responsive positive action to prevent or correct any improper or inappropriate acts. The GCTD's Board of Trustees and Management are committed to providing avenues through which GCTD and its employees may raise, review, and resolve ethical issues openly and honestly. The successful Respondent shall comply with the same ethics requirements as detailed in **EXHIBIT B, Gulf Coast GCTD Business Code of Conduct**.

4. CONFLICT OF INTEREST: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor's or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. Respondents shall fulfill this disclosure requirement by submitting with their qualification the completed form from **EXHIBIT C, Conflict of Interest Questionnaire**. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the Respondent's qualification.

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

6. **FEDERALLY REQUIRED CONTRACT CLAUSES:** The Services may be funded in part by the U.S. Department of Transportation (DOT), through the FTA and administered by TxDOT. As a result, the successful Respondent shall comply with all clauses in **EXHIBIT D, Federally Required Contract Clauses**, and complete the federally required forms in **EXHIBIT E, Respondent Pre-Award Certifications**.
7. **ASSIGNMENT:** The successful Respondent shall not sell, assign, transfer, or convey any contract resulting from this RFQ, in whole or in part, without the prior written consent of the GCTD. The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the GCTD Chief Financial Officer. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
8. **DELINQUENT STATE BUSINESS TAX:** All Respondents shall certify in **EXHIBIT E, Respondent Pre-Award Certifications**, that the Respondent is not delinquent in a tax owed the state under Chapter 171, Tax Code, pursuant to the Texas Business Corporation Act, Texas Statutes, Article 2.45.
9. **PROCUREMENT PRINCIPLES AND STANDARDS OF CONDUCT:** Prohibited Acts of Contractors include:
 - 9.1. A Contractor, and its officers and employees, must arrive at its response to any GCTD procurement independently and without consultation, communication, or agreement for the purposes of restricting competition.
 - 9.2. A Contractor, and its officers and employees, may not have a relationship with any person, at the time of submitting its response to any GCTD or procurement or during the contract term, that may interfere with fair competition.
 - 9.3. A Contractor, and its officers and employees, may not participate in the development of specific criteria for award of the contract, nor participate in the selection of the response to be awarded the contract.
10. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND SMALL BUSINESS ENTERPRISE (SBE):**
 - 10.1. The requirements of 49 CFR Part 26, Regulations of the U.S. DOT, apply to this contract as defined in **EXHIBIT D, Federally Required Contract Clauses**. It is the policy of the GCTD 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 qualifications. Award of this contract will be conditioned on satisfying the requirements of this RFQ. The Respondent is encouraged to utilize services of DBE Banks and Financial Institutions.
 - 10.2. The Respondent is required to document all subcontractor participation including non-DBE subcontractors by completing the Respondent/Contractor Pre-Award Certification in **EXHIBIT E, Respondent Pre-Award Certifications**. Award of this contract is conditioned on submission of the following information with the qualification:
 - 10.2.1. Names and addresses of subcontractors that will participate in the contract
 - 10.2.2. Description of the work that each subcontractor will perform
 - 10.2.3. Subcontractors' status as DBE, SBE or non-DBE/SBE

10.2.4. Ethnic code, as described in the form

10.2.5. Age of the firm

10.2.6. Annual gross receipts from the firm

10.2.7. Dollar amount of the participation of each DBE firm participating

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

11. SALES TAX: The GCTD is exempt from all federal excise, state, and local taxes unless otherwise stated in this document. The GCTD claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Tax Exemption Certificates will be furnished upon request. Respondents shall not include taxes in their price qualifications and the successful Respondent shall not include taxes on their invoices.

12. INDEMNIFICATION: Contractor shall indemnify and hold harmless the GCTD against any and all claims, demands, suits, associated attorney's fees, and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of any negligent act of omission, operation, or work of Contractor, its subcontractors, agents, servants, or employees while engaged upon or in connection with the services required or performed by Contractor hereunder. Contractor shall indemnify and hold harmless the GCTD, its officers, agents, and employees from any loss, damage, liability, suits, judgments, or expense because of damage to property or injuries to persons (including death) and including costs of defense (including, but not limited to, attorneys' fees) to the extent arising from any negligent act, omission, or breach on the part of Contractor, its subcontractors, agents, employees, and subconsultants, in connection with this Contract, or from any breach of any obligations under this Contract.

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

PART V – GENERAL CONDITIONS

1. QUALIFICATIONS:

- 1.1. Acceptance/Rejection:** The GCTD reserves the right to accept or reject any and/or all qualifications for any or all services covered in this RFQ. The GCTD makes no warranty or guarantee that an award will be made as a result of this RFQ.
- 1.2. Addenda:** The GCTD reserves the right to modify, waive any formalities or minor technical inconsistencies in, and delete any requirement, excluding mandatory requirements from this RFQ prior to the date and time of the qualification deadline. Any modifications, waivers, interpretations, corrections, or changes to the RFQ shall be made by written addenda. Sole issuing authority of addenda shall be vested in the RFQ Coordinator. Addenda shall be sent to all who are known to have received a copy of the RFQ. All such addenda become, upon issuance, an inseparable part of the RFQ, and must be met for the Respondent's qualification to be considered responsive. Respondents shall acknowledge receipt of all addenda by completing **EXHIBIT G, Acknowledgment of Addenda**, and submit the acknowledgment with Respondent's qualification. If Respondent fails to acknowledge receipt of all addenda, then that Respondent is considered non-responsive to the RFQ and the GCTD may reject Respondent's qualification. Material or cardinal changes to the RFQ after the qualification deadline may result in cancellation of the solicitation without award of a contract.
- 1.3. Content:** Representations made by Respondent within its qualification shall be binding. Except as approved by the GCTD, any qualification that fails to comply with the qualification requirements contained herein will be rejected.
- 1.4. Valid:** The Respondent's qualifications shall be valid for a period of 90 days. Failure of the Respondent to enter into a contract within 30 calendar days of being notified as the successful Respondent will render the qualification invalid, at the GCTD's sole option.
- 1.5. Preparation:** The GCTD will not be liable for any costs incurred by any Respondent for preparing a response to this RFQ. Respondents submit qualifications at their own risk and expense. All qualifications and their accompanying documentation will become the property of the GCTD.
- 1.6. Changes:**
- 1.6.1.** Respondent may make any corrections, deletions, or additions to qualifications in writing prior to the date and time of the qualification deadline. The Respondent shall submit substitute pages in the appropriate number of copies with a letter documenting the changes and the specific pages for substitution. The signature on the letter must be original and of equal authority as the signature on the original qualification.
- 1.6.2.** Respondent may not alter or amend qualifications after qualifications are opened. A Respondent may reduce its price provided that the Respondent is the lowest or best value Respondent and is otherwise entitled to award.
- 1.7. Withdrawal:** A qualification shall not be withdrawn or canceled by the Respondent unless the Respondent submits a letter prior to the date and time of the qualification deadline. The

signature on the withdrawal letter must be original and must be of equal authority as the signature of the qualifications.

- 1.8. Clarification:** The GCTD reserves the right to request clarification or additional information specific to any qualifications after all qualifications have been received and the RFQ deadline has passed.

1.9. Confidentiality of Content:

- 1.9.1.** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
- 1.9.2.** Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with "CONFIDENTIAL" written on that section of the document. The GCTD will not be responsible for any public disclosure of confidential information if it is not clearly marked as confidential.
- 1.9.3.** If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the GCTD, furnish written justification explaining why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

2. REQUEST FOR EXCEPTIONS, VARIATIONS, AND APPROVED EQUALS:

- 2.1.** Respondents requesting exception to or variation from the services, terms, and conditions in the RFQ and/or offering product substitutions shall submit these exceptions and/or substitutions on **EXHIBIT H, Respondent Information Form**. Requests that may alter the delivery of Service are due no later than the date listed as due date for written questions listed in the Solicitation Schedule.
- 2.2.** The GCTD is the final authority of approval or denial of the request(s). All approvals will be issued by the RFQ Coordinator as addenda, as specified herein, no later than the deadline for Issuing Response to Questions/Final Addendum, as specified herein. The GCTD reserves the right to accept any or none of the exception(s), variation(s) and/or product substitution(s) as deemed to be in the best interest of the GCTD.
- 2.3.** Any catalog, brand name, or manufacturer's reference used in the RFQ is descriptive only (not restrictive) and is used to indicate type and quality required. Request for approved equals with similar nature and quality will be considered subject to the conditions listed in **Part III, Scope of Work**.
- 2.4.** If a Respondent takes no exception to or variation from the specifications, terms, and conditions in the RFQ and/or does not offer product substitutions, the successful Respondent will be required to comply with all services, terms, conditions, and products as specified herein.

- 2.5.** Respondent may appeal a denied request in writing and received by the GCTD not less than 48 hours prior to the qualification deadline. The GCTD will not consider appeals received after the qualification deadline.

3. QUALIFICATIONS:

- 3.1.** The opening of a solicitation shall not be construed as acceptance by the GCTD of Respondent as qualified, responsive, and responsible.

3.2. All Respondents shall:

- 3.2.1.** Be firms, corporations, individuals, or partnerships normally engaged in the provision of the services specified herein.
- 3.2.2.** Have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient services to GCTD.
- 3.2.3.** Identify any subcontractors to be used for this project. Experience, qualifications, and references of the subcontractors shall be submitted. The GCTD reserves the right to approve or disapprove subcontractors prior to any work being performed.

4. REVIEW AND EVALUATION CRITERIA:

- 4.1.** The GCTD shall review all qualifications to determine the qualifications that are responsive to the RFQ submission requirements and the Respondents who are responsible sources.

4.1.1. A responsive qualification is one that follows the RFQ requirements, includes all requested documentation, is submitted in the format outlined, is submitted by the qualification deadline, and has the appropriate pre-award certifications and forms completed with signatures as required on each document. Failure to comply with these requirements may result in the qualification being deemed nonresponsive.

4.1.2. To determine the responsible qualified Respondents, the GCTD shall consider: integrity and business ethics; suspension and debarment; compliance with Civil Rights, FTA DBE requirements and public policies of the Federal Government; organization, experience, accounting, operational controls, and technical skills; record of current and past performance; financial resources; compliance with applicable licensing and tax laws and regulations; necessary maintenance and technical equipment and facilities; and compliance with the required delivery or performance schedules.

- 4.2.** All qualifications received shall be evaluated by a committee based on criteria developed by GCTD. In evaluating qualifications, the GCTD will consider the following, which are listed in order of importance:

- 4.2.1.** Experience with auditing financials for governmental entities, specifically transit organizations
- 4.2.2.** Qualifications and experience of the Firm will be evaluated based on the depth and breadth of the Firm's experience as a whole in the performance of comparable financial audit assignments

- 4.2.3.** Qualifications and experience of the specific individuals who will perform and oversee the work
- 4.2.4.** Accessibility and availability to GCTD staff for consultation, support, and short notice attendance at GCTD meetings
- 4.2.5.** Technical ability of the Firm to perform financial audit services based on references of former and current clients
- 4.3.** Respondents may be required to make an oral presentation to the evaluation committee to further present their qualifications. These presentations shall provide the Respondent the opportunity to clarify their response and ensure a mutual understanding of the Service to be provided. In addition, the evaluation committee may visit the respondent's operations and make judgments directly affecting the evaluation of the qualification.
- 4.4.** Submission of a qualification implies the Respondent's acceptance of the evaluation criteria and Respondent's recognition that subjective judgments must be made by the evaluating committee.
- 4.5.** Qualifications Based Selection. Unlike other procurement procedures, in which price is an evaluation factor, Respondents' qualifications are evaluated to determine selection of the most qualified Respondent.
- 4.6.** Price. Price is excluded as an evaluation factor for selection of the most qualified Respondent.
- 4.7.** Most Qualified Respondent. Negotiations are first conducted with only the most qualified Respondent to reach an agreement on a fair and reasonable price. The Respondent must also be responsive and responsible
- 4.8.** Next Most Qualified Respondent. Only after failing to agree on a fair and reasonable price may negotiations be conducted with the next most qualified Respondent. Then, if necessary, negotiations with successive Respondents in descending order may be conducted until contract award can be made to the Respondent whose price GCTD believes is fair and reasonable.
- 4.9.** Contract Award. The contract is awarded to the most qualified responsive and responsible Respondent with a fair and reasonable price.

5. PROTESTS:

- 5.1.** Any interested party who is aggrieved in connection with the solicitation, evaluation, or award of an Agreement may file a protest with the Transportation Manager, herein after, Manager, and appeal any adverse decision to the Executive Director, herein after Director. Such protest must be in writing and submitted to the Manager as follows:
- 5.2.** Pre-Bid / Pre-Qualification 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:

Gulf Coast Transit District
1415 33rd Street North
Texas City, Tx 77590

- 5.3.** 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.
- 5.4.** Interested Parties: For the purposes of this procedure, “interested parties” shall be defined as follows:
- 5.4.1.** For Pre-Bid / Pre-Qualification 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.
- 5.4.2.** For Post-Award Protests concerning award decisions, only those actual Respondents, who have submitted a response to this solicitation and who, if their complaint is deemed by the GCTD to be meritorious, would be eligible for selection as the successful Respondent for award of an Agreement.
- 5.5.** All formal protests shall be signed, notarized, and reference the following:
- 5.5.1.** Name, address, and telephone number of the interested party;
- 5.5.2.** Solicitation number and title;
- 5.5.3.** Specific statutory or regulatory provision(s) that the action under protest is alleged to have violated;
- 5.5.4.** Specific description of each act alleged to have violated the statutory or regulatory provision(s) identified above.
- 5.5.5.** Precise statement of facts.
- 5.5.6.** Identification of the issue(s) to be resolved.
- 5.5.7.** Argument and authorities in support of the protest.
- 5.6.** 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.
- 5.7.** 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.
- 5.8.** 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.

- 5.9.** 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.
- 5.10.** If the protest is not resolved by mutual agreement, the Manager will issue a written determination on the protest within thirty (30) days.
- 5.11.** Appeals: The Manager's determination on a protest may be appealed to the Attorney. An appeal to the Attorney 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 and sent via certified mail. The appeal shall be limited to a review of the determination made by the Manager.
- 5.12.** The Director and Attorney/Legal Counsel for the GCTD 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.
- 5.13.** The Director's response shall be the final administrative action taken by the GCTD.
- 5.14.** Any protest submitted must follow these procedures or it will be returned without action.
- 5.15. FTA Review:** The FTA may review protests that allege the GCTD failed to follow the protest procedures herein and may review or refer protests that allege violation of federal, state, and local law or regulation. The interested party must file the protest in accordance with FTA Circular 4220.1F, Third Party Contracting Guidance.

6. CONTRACT:

- 6.1. Contract Award:** The successful Respondent will be required to execute a Contract with the GCTD which finalizes the terms and conditions set forth in the requirements of this RFQ and the successful Respondent's qualification, for three (3) years from the effective date of the contract. No award can be made until the governing board, the GCTD Board of Trustees, considers and approves execution of the contract. Multiple awards may be made at the sole discretion of GCTD. The Contract term shall start from the effective date of Contract.
- 6.2. Contract Extension:** Prior to the expiration of the Contract, GCTD reserves the right to extend the Contract for up to two (2) one-year terms. GCTD also reserves the right to extend the Contract up to 90 days past the Contract term or extension term(s) and require the Contractor to perform all services at the rate set forth in the initial contract or contract extension(s).
- 6.2.1.** Review Contractor performance, price, continuing need for Contractor's service, advancements in technologies or service, and any other conditions that impact the effectiveness or efficiency of the Services prior to the end of each extension period.
- 6.2.2.** Terminate the Contract with or without cause or may continue through the full term of the Contract.

- 6.3.** Contractor recognizes the Services as vital to GCTD and shall be continued without interruption. Upon the expiration of the Agreement, a successor Contractor or GCTD may continue the Service. Contractor agrees to cooperate with the successor Contractor or GCTD to affect a timely transition to a successor.

7. INVOICING:

- 7.1.** Contractor shall submit one (1) original invoice and one (1) copy after services are rendered. Invoices shall be delivered no less frequently than a monthly basis to:

Gulf Coast Transit District
1415 North 33rd Street
Texas City, Texas 77590

- 7.2.** The invoice shall not be deemed complete and payment shall not be authorized unless GCTD formally accepts the service and the monthly DBE Participation Report, if applicable, and submit it to the GCTD with the invoice.

8. PAYMENT:

- 8.1.** In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by the GCTD to the contractor will be made promptly within thirty (30) days of the date the GCTD receives a correct invoice, as specified herein, for Service rendered, formally accepts the vehicle(s) or service and the invoice includes the documents specified above in Section 5.2.

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

8.2.1. There is a bona fide dispute between GCTD and the Contractor about the Service rendered that causes the payment to be late.

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

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

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

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

EXHIBIT A – MINIMUM INSURANCE REQUIREMENTS

- A. **Policies, Coverages, and Endorsements.** Contractor agrees to maintain, or to cause its personnel providing services under this Agreement to maintain, at its sole cost and expense or the cost and expense of his personnel, the following insurance policies, with the specified coverages and limits, to protect and insure the Agency and Contractor against any claim for damages arising in connection with Contractor's responsibilities or the responsibilities of Contractor's personnel under this Agreement and all extensions and amendments thereto.
- a. Commercial General Liability
 - i. General Aggregate \$1,000,000
 - ii. Each Occurrence \$500,000
 - b. Professional Liability
 - i. General Aggregate \$2,000,000
 - ii. Each Occurrence \$1,000,000
- B. **Insured Parties.** All policies excluding professional liability, employer's liability and worker's compensation shall contain a provision naming the Agency as Additional Insured on the original policy and all renewals or replacements of policy during the term of this Agreement.
- C. **Subrogation.** All policies must contain a Waiver of Subrogation endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the Agency, its officers, agents, or employees.
- D. **Primary and Non-Contributory Wording.** All policies will provide the Primary and Non-Contributory Wording. This wording will be included on the Certificate of Liability Insurance.
- a. Thirty (30) day Written Notice of Cancellation will be included on all policies required by the Agency.
- E. **Proof of Insurance.** The policies, coverages and endorsements required by this provision shall be shown on a Certificate of Insurance on which the Agency must be listed as an Additional Insured party (excluding professional liability or employer's liability) and the Certificate Holder and which should be furnished to the Agency prior to the commencement of this Agreement. All such insurance shall be secured and maintained with an insurance company, or companies, licensed to do business in the State of Texas. The Agency may withhold payments under the terms of this Agreement until the Contractor furnishes the Agency copies of all Certificates of Insurance from the insurance carrier, or carriers, showing that such insurance is in full force and effect.
- F. **Cancellation.** New Certificates of Insurance shall be furnished to the Agency at the renewal date of all policies named on these Certificates. Contractor shall give the Agency thirty (30) days prior written notice of any proposed cancellation of any of the above-described insurance policies.

EXHIBIT B – GCTD WRITTEN STANDARDS OF CONDUCT

POLICY STATEMENT

The GCTD Code of Conduct establishes minimum standards of conduct that Board, officers, employees, agents, and contractors of the GCTD 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 GCTD'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.

The governing board shall be responsible for oversight of the GCTD's compliance with the Ethics Compliance and Code of Conduct Policy.

A GCTD Board Member, executive staff, or employee who violates any provision of the GCTD Ethics Compliance and Code of Conduct Program policy, is subject to disciplinary action up to and including termination. A GCTD Board Member, executive staff, or employee, who violates any applicable federal or state law or rule may be subject to civil or criminal penalties in addition to any disciplinary action.

All Board Members, executive staff, or employees shall perform their official duties in a lawful, professional, and ethical manner; practice responsible stewardship of organizational resources and report any conduct or activity that they believe to be in violation of this policy.

Board Members shall not knowingly make false or misleading statements, oral or written, while conducting of GCTD business. GCTD Board Members shall not disclose confidential or sensitive GCTD business information without prior written authorization.

Any elected officials, officers, employees, agents, or contractors of the GCTD 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 GCTD 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 GCTD 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:

- Engage in any activity that would create a conflict of interest or even the appearance of a conflict.
- Make personal investments in any enterprise that would create a substantial conflict between the Board Member's private interest and the GCTD.
- Engage in outside business or professional activities or accept employment if the activities create a conflict between the Board Member's private interest and the GCTD; use or appear to use

information obtained in connection with the Board Member duties for GCTD or could be expected to impair the Board Member's independence of judgment in the performance of the GCTD duties.

An elected official, officer, employee, agent, or contractor of the GCTD, 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

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

On a procurement-by-procurement basis, any elected official, officer, employee, agent, or contractor of the GCTD who participates in the evaluation of a competitive qualification and subsequent recommendation for a contract award shall complete and sign a Non-disclosure Form prior to evaluation of the qualification.

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. Any vendor or person considering doing business with the GCTD 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 Invitation for Bids or the Request for Qualification.

CONFLICTS OF INTEREST

Conflict of interest is a situation in which one's private interest (most often financial in nature) conflict with or raises a reasonable question of conflict with their job-related duties and responsibilities. Importantly, if someone violates a Conflict of Interest law, they face civil and/or criminal charges resulting in monetary fines or jail time.

GIFTS AND HONORARIA

GCTD Board Members, Executive Staff and Employees should always ask themselves whether it is appropriate to accept something from a person who wants, or may want, or may be seen to want, an official favor within their authority. It is unethical to accept or give a gift that is meant to sway a decision in favor of the gift-giver.

Under [Tex. Local Gov. Code Chapter 176](#), a local government officer must disclose a vendor's offer of gifts to the officer or to the officer's family member worth \$250 or more using the Conflict of Interest Form approved by the Texas Ethics Commission. The Form requires disclosure even if the officer refuses the gift. An officer commits a Class C misdemeanor if the officer knowingly violates the disclosure requirements.

GIVING GIFTS OR HONORARIA TO STATE EMPLOYEES

State employees are legally and ethically prohibited from accepting gifts and honoraria, except in very limited situations. Employees may be held criminally liable for offering or conferring any benefit to a state

employee in exchange for the recipient's decision, opinion, recommendation, vote, or other exercise of discretion as a public servant. "Benefit" means anything reasonably regarded as financial gain or financial advantage, including a benefit to any other person in whose welfare the beneficiary has an interest.

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 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 GCTD 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.

MITIGATION TECHNIQUES

- **Avoid** - Prevent the occurrence of an actual or potential conflict of interest through actions such as excluding sources or eliminating a segment of work from task to eliminate the potential for a conflict of interest.
- **Neutralize** - Negate potential or actual conflict of interest related to (1) contractor objectivity during contract performance or (2) an unfair competitive advantage. Specific actions would include encouraging/facilitating support contractor recusal, excluding/severely limiting support contractor participation in source selection activities, and otherwise barring access to competition sensitive data.
- **Mitigate** - Reduce or alleviate the impact of unavoidable conflict of interests to an acceptable level of risk so that the Government's interests to fair competition and/or contract performance are not prejudiced.

EXHIBIT C – CONFLICT OF INTEREST QUESTIONNAIRE

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 <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>
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="border-bottom: 1px solid black; width: 50%; margin: 0 auto;"></div> Name of Officer		
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-bottom: 20px;"> A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> <div> 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? <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </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="border-bottom: 1px solid black; width: 100%;"></div> Signature of vendor doing business with the governmental entity		<div style="border-bottom: 1px solid black; width: 100%;"></div> Date

**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.

EXHIBIT D – FEDERALLY REQUIRED CONTRACT CLAUSES

1. FLY AMERICA

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

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

3. CHARTER BUS and SCHOOL BUS REQUIREMENTS

- a. Charter Service Operations – Does not apply to this contract.
- b. School Bus Operations – Does not apply to this contract.

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

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

6. ENERGY CONSERVATION – Does not apply to this contract.

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 GCTD and understands and agrees that the GCTD 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 this contract.

10. LOBBYING

- a. Respondents/Contractors who apply for an award of \$100,000 or more shall file the Certification Regarding Lobbying, required by 49 CFR Part 20, New Restrictions on Lobbying, with the GCTD. 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 GCTD.
- c. The certification regarding lobbying (See **EXHIBIT E**) is to be completed by the Respondent/Contractor and subcontractor(s) is provided herein under Certifications and Forms Section.

11. ACCESS TO RECORDS AND REPORTS

The following access to records requirements applies to this contract:

- a. The GCTD is an FTA Recipient in accordance with 49 C.F.R. 18.36(i). The Respondent/Contractor agrees to provide the GCTD, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers, and records of the Respondent/Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Respondent/Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Respondent/Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Respondent/Contractor agrees to maintain same until the GCTD, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. 18.39(i)(11).
- d. FTA does not require the inclusion of these requirements in subcontracts.

12. FEDERAL CHANGES

- a. The Respondent/Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between the GCTD and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Respondent/Contractor's failure to so comply shall constitute a material breach of this contract.
- b. The Respondent/Contractor also agrees to include any applicable requirements in each subcontract involving a federal change financed in whole or in part with Federal assistance provided by FTA.

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

14. CLEAN AIR

- a. The Respondent/Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Respondent/Contractor agrees to report each violation to the GCTD and understands and

agrees that the GCTD 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.

15. RECYCLED PRODUCTS – Does not apply to this contract.

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

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

18. RESERVED

19. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

- a. The GCTD 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 GCTD, the Respondent/Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b. The Respondent/Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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

- a. The Respondent/Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Respondent/Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Respondent/Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Respondent/Contractor to the extent the Federal Government deems appropriate.
- b. The Respondent/Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Respondent/Contractor, to the extent the Federal Government deems appropriate.
- c. The Respondent/Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that

the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. TERMINATION

The contract may be terminated under the following conditions:

- a. Termination for Convenience. The GCTD may terminate this contract, in whole or in part, at any time by written notice to the Respondent/Contractor when it is in the GCTD'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 GCTD to be paid to the Respondent/Contractor. If the Respondent/Contractor has any property in its possession belonging to GCTD, the Respondent/Contractor will account for the same, and dispose of it in the manner GCTD 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 GCTD 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 GCTD 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 GCTD, 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 GCTD in its sole discretion may, in the case of a termination for breach or default, allow the Respondent/Contractor thirty (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 GCTD's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Respondent/Contractor of written notice from the GCTD setting forth the nature of said breach or default, the GCTD 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 GCTD 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 GCTD 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 GCTD shall not limit the GCTD's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. Termination for Convenience. The GCTD, 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

GCTD 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.

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

- a. This contract is a covered transaction for purposes of 49 C.F.R. Part 29. As such, the Respondent/Contractor is required to verify that none of the Respondent/Contractor, its principals, as defined at 49 C.F.R. 29.995, or affiliates, as defined at 49 C.F.R. 29.905, are excluded or disqualified as defined at 49 C.F.R. 29.940 and 29.945.
- b. The Respondent/Contractor is required to comply with 49 C.F.R. 29, Subpart C and must include the requirement to comply with 49 C.F.R. 29, Subpart C in any lower tier covered transaction it enters into.
- c. The certification (See **EXHIBIT E**) is a material representation of fact relied upon by the GCTD. If it is later determined that the Respondent/Contractor knowingly rendered an erroneous certification, in addition to remedies available to the GCTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Respondent/Contractor agrees to comply with the requirements of 49 C.F.R. 29, Subpart C and Executive Order 12549 while this offer is valid and throughout the period of any contract that may arise from this offer.
- d. The Respondent/Contractor also agrees to include these requirements in each subcontract exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

23. PRIVACY ACT – Does not apply to this contract.

24. CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying contract:

- a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Respondent/Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Respondent/Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. Equal Employment Opportunity - The following requirements apply to the underlying contract:
 - i. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Respondent/Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No.

11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Respondent/Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Respondent/Contractor agrees to comply with any implementing requirements FTA may issue.

- ii. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Respondent/Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Respondent/Contractor agrees to comply with any implementing requirements FTA may issue.
 - iii. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Respondent/Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Respondent/Contractor agrees to comply with any implementing requirements FTA may issue.
- c. The Respondent/Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

25. BREACHES AND DISPUTE RESOLUTION

The GCTD's breach and dispute resolution requirements are as follows:

- 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 GCTD's Transportation Director. 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 Chief Financial Officer. 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 GCTD 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 GCTD, 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 of damage.

- d. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the GCTD 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 GCTD 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 GCTD 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.

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

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS – Does not apply to this contract.

28. DISADVANTAGED BUSINESS ENTERPRISES

- a. Objective/Policy Statement - The Gulf Coast Transit District has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The GCTD has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the GCTD has signed an assurance that it will comply with 49 CFR Part 26. The agency's overall goal for DBE participation is 8.31%. A separate contract goal has not been established for this procurement.
- b. Respondent/Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Respondent/Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Respondent/Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the GCTD deems appropriate. Each subcontract Respondent/Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. Respondent/Contractor is required to document all subcontractor participation including non-DBE subcontractors. Award of this contract is conditioned on submission of the following information in **EXHIBIT E** with the sealed bid:
 - 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 subcontractor is a DBE, non-DBE, or a Small Business Enterprise (SBE);
 - iv. The ethnic code, as described in the form;
 - v. The gender code, as described in the form;

- vi. The age of the firm;
 - vii. The annual gross receipts from the firm;
 - viii. The dollar amount of the participation of each DBE firm participating; and
 - ix. Written confirmation from the DBE subcontractor that it is participating in the contract as provided in the commitment made in the Respondent/Contractor Certification Form (**EXHIBIT E**).
- d. 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 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. 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 GCTD deems appropriate. Each subcontract the Respondent/Contractor signs with a subcontractor must include the assurance in this paragraph.
- e. The Respondent/Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from the GCTD. 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 GCTD, and following written approval of the GCTD. 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.
- f. The Respondent/Contractor must promptly notify the GCTD, 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 GCTD.
- g. The Respondent/Contractor shall report DBE participation on a monthly basis on the Contractor Payment Report Form (**EXHIBIT E**).
- h. For the Respondent/Contractor's convenience, a listing of potential DBE subcontractors listed in the Texas Unified Certification Program DBE Directory (<https://txdot.txdotcms.com/Default.asp>).
- i. The GCTD encourages the Respondent/Contractor on DOT-assisted contract to make use of financial institution owned and controlled by socially and economically disadvantaged individuals.

29. RESERVED

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

- a. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth [in Best Practices](#)

[Procurement and Lessons Learned Manual, Appendix A Federally Required and Other Model Contract Clauses](#), are hereby incorporated by reference. The following clauses apply to this Contract.

- i. Access to Records and Reports
 - ii. 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.

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

32. ACCESSIBILITY

- a. ADA Accessibility ensures that all individuals regardless of disability are not excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- b. The Respondent/Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities.
- c. The Respondent/Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable.
- d. In addition, the Respondent/Contractor agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing

- e. The Respondent/Contractor and all 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.

33. VETERAN'S PREFERENCE – Does not apply to this contract.

EXHIBIT E – RESPONDENT PRE-AWARD CERTIFICATIONS

	Respondent Initials:
1. Lobbying Certification	_____
2. Suspension and Debarment Certification	_____
3. Respondent/Contractor Certification	_____
4. DBE Subcontractor Certification	_____
5. Delinquent State Business Tax Certification	_____
6. Certificate of Interested Parties	<u>N/A</u>
7. Senate Bill 252 Certification	<u>N/A</u>
8. House Bill 89 Verification	_____
9. Contractor Payment Report Form	<u>N/A</u>

I HEREBY ATTEST THAT EXHIBIT D, FEDERALLY REQUIRED CONTRACT CLAUSES, AND EXHIBIT E, RESPONDENT PRE-AWARD CERTIFICATIONS, WERE READ AND MY INITIALS ABOVE INDICATE THAT EACH ITEM WAS PROPERLY PREPARED AND EXECUTED.

DATE: _____

RESPONDENT: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

LOBBYING CERTIFICATION FORM

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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

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

DATE: _____

RESPONDENT: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

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

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

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

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

DATE: _____

RESPONDENT: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this qualification, 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 GCTD'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 GCTD 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 GCTD may immediately terminate this transaction for cause or default.
3. The Respondent/Contractor shall provide immediate written notice to the GCTD 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," "qualification," 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. Respondent/Contractor may contact the GCTD for assistance in obtaining a copy of those regulations (13 CFR Part 145).
5. The Respondent/Contractor agrees by submitting this qualification 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 GCTD when entering into this transaction.
6. The Respondent/Contractor further agrees by submitting this qualification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions," provided by the GCTD when 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 GCTD 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 FORM

Instructions: The Respondent/Contractor shall complete this form by listing 1) Names of all proposed subcontractors. 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Status as a DBE, SBE or non-DBE, 5) Ethnic Code of firm 6) Gender of the Owner, 7) Age of the firm, 8) Annual gross receipts of the firm, 9) % or \$ amount of Total Contract. Those subcontractors which are listed on this form as DBEs and SBEs must have current certification as a DBE or SBE with a participating UCP certifying agency. The DBE or SBE certification must be complete by the time the bids/qualifications are submitted. Additionally, those subcontractors which are listed on this form as DBEs or SBEs must complete DBE and SBE Subcontractor Letter of Intent, agreeing to the information listed herein.

Ethnic Codes: **A)** Black American **B)** Hispanic American **C)** Native American **D)** Sub-continental Asian American **E)** Asian-Pacific American **F)** Non-Minority Women **G)** Other **Gender Codes:** **M)** Man **W)** Woman **X)** Choose Not to Answer

1) Name of Subcontractor	2) Address, Telephone # of DBE Firm (Including name of contact person)	3) Description of Work, Services Provided. Where applicable, specify "supply" or "Install" or both.	4) DBE, SBE or non-DBE	5) Ethnic Code	6) Owner Gender	7) Age of Firm	8) Annual Gross Receipts	9) % or \$ amount of Total Contract

THIS SCHEDULE MUST BE COMPLETED AS INSTRUCTED ABOVE AND INCLUDE EVERY SUBCONTRACTOR PROPOSED. ADD ADDITIONAL PAGES, IF NEEDED.

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

DATE: _____

RESPONDENT: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DBE AND SBE SUBCONTRACTOR LETTER OF INTENT

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

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

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

and at the following price \$_____ and/or _____% of the total contract amount (should be the same \$ or % found on Respondent/Contractor Certification).

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

With respect to the proposed subcontract described above, the undersigned DBE anticipates that _____% of the dollar value of this subcontract will be awarded to other contractors. Any and all DBE subcontractors a DBE subcontractor uses must be listed on Form 1 and must also be DBE certified.

DATE: _____

DBE/SBE FIRM: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

RESPONDENT: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DELINQUENT STATE BUSINESS TAX CERTIFICATION FORM

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

DATE: _____

RESPONDENT: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

CERTIFICATE OF INTERESTED PARTIES

For reference only, this form is filled out with the awarded Contractor online
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		<div style="font-size: 2em; transform: rotate(-45deg); opacity: 0.5;">Must file online at www.ethics.state.tx.us/File</div>	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20_____. (month) (year) <div style="text-align: right; margin-top: 10px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>			
ADD ADDITIONAL PAGES AS NECESSARY			

SENATE BILL 252 CERTIFICATION

On this day, I, Stephen Holmes, the **Chairman of the Board of Directors** for the **Gulf Coast Transit District**, pursuant to Chapter 2252, Section 2252.152 of the Texas Government Code, certify that I did review the website list prepared, maintained, and made available to the GCTD by the Comptroller of the State of Texas of companies known to have contracts with or provide supplies or services to Iran, Sudan, or any foreign terrorist organization. I have ascertained that the below-named company is not contained on said list of companies that do business with Iran, Sudan, or any Foreign Terrorist Organization.

RESPONDENT FILL OUT THE BELOW SECTION:

Company Name

RFQ or Vendor number

CERTIFICATION CHECK PERFORMED BY:

(signature)

Chairman, Board of Directors, GCTD

Date

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 GCTD.

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 _____, 2021.

[SEAL]

NOTARY PUBLIC in and for the State of Texas

*Gulf Coast Transit District Request for Qualifications
Financial Auditing Services
#2021 GCTD 008*

CONTRACTOR PAYMENT REPORT FORM

Instructions: Contractors are required to complete and submit this report, as specified in the contract or as requested, until final payment of the contract has been made. Failure to comply with the DBE provisions may result in contract termination, or the suspension or debarment of the contractor from doing business with the Owner in the future in accordance with the procedures set forth in the DBE Program. This report must be submitted with each invoice. Instructions for completing this report can be found on the following sheet.

1 Contract Number, if applicable	2 Invoice Number	3 Reporting Period		4 Contractor's Business Name	5 Contact Person	6 Address
		From:	To:			
7 Telephone Number	8 Date of Contract Award	9 Schedule Date of Completion	10 Original Contract Amount	11 Current Contract Modifications	12 Total Amount Received to Date	13 Total Amount Owed
14 Committed DBE %	15 Actual DBE Participation to date	16 Actual DBE % to date				

17 Name of DBE Subcontractor	18 Description of Work	19 Amount of payments made during current invoice period	20 Date of payments made during current invoice period	21 Subcontract Dollars	22 Amount paid to date	23 Percent paid to date	24 Amount of this invoice allocated to DBE Subcontractor

(Add rows to the table, as needed, to complete this section)

By completing this form, the Contractor acknowledges the Owner's prompt payment policy, which requires the Contractor to pay all subcontractors within 30 days of receiving payment from the Owner.

Signature	Date Signed	Name and Title of Individual Completing Report

EXHIBIT F – TXDOT PTN-130

	Consolidated Certification Form	Form PTN-130 (Rev. 6/21) Page 1 of 14
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This form is to assist subrecipients with managing the federal and state clauses related to the procurement they're interested in completing. This document complies with all pertinent federal and state regulations for each procurement type.

To begin, select the procurement's funding source. If TxDOT is the pass-through entity (Direct Recipient), both Federal and State must be checked.

☒ Federal and State ☐ State Only

Federal Clauses – Procurement Types Summary:

All FTA-Assisted Third-Party Contracts and Subcontracts

1. No Federal Government Obligations to Third Parties
2. Access to Third Party Contract Records
3. Changes to Federal Requirements
4. Civil Rights (EEO, Title VI & ADA)
5. Incorporation of FTA Terms
6. Energy Conservation
7. Veterans Preference
8. False or Fraudulent Statements or Claims
9. Disadvantaged Business Enterprises (DBE)
10. Fly America
11. ADA Access
12. Special Notification Requirements for States

Award Exceeding \$10,000

13. Terminating the Contract

Award Exceeding \$25,000

14. Debarment and Suspension

☐ **Award Exceeding \$50,000**

15. Contracting with the Enemy

☒ **Award Exceeding \$100,000**

16. Resolution of Disputes, Breaches, or Other Litigation

17. Lobbying Restrictions

☐ **Award Exceeding \$150,000**

18. Environmental Protection (Clean Air and Water Pollution Control)

All FTA-ASSISTED THIRD-PARTY CONTRACTS AND SUBCONTRACTS

1. No Federal Government Commitment or Liability to Third Parties

Except as the Federal Government expressly consents in writing, the Recipient agrees that:

- A. The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third-Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement; and
- B. Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third-Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third-Party Participant or other entity or person that is not a party (FTA or the Recipient) to the Underlying Agreement.

2. Access to Third-Party Contract Records

The Recipient agrees to require, and assures that each of its Subrecipients will require, its Third-Party Contractors at each tier to provide:

- A. The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all Third-Party Contract records (at any tier) as required under 49 U.S.C. § 5325(g); and
- B. Sufficient access to all Third-Party Contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure.

3. Changes to Federal Requirements

The Recipient agrees to include notice in each Third-Party Agreement that:

- A. Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and
- B. Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

4. Civil Rights

The following Federal Civil Rights laws and regulations apply to all contracts.

- A. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to: a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity. b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
- B. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
- C. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

- D. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.
- E. Equal Opportunity: The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.
- I. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- II. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- III. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- IV. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- V. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

5. Incorporation of Federal Transit Administration (FTA) Terms

The provisions within 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 the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

6. Energy Conservation

The Recipient agrees to, and assures that its Subrecipients will, comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform

an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

7. Veterans Preference

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- A. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a Third-Party Contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and
- B. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

8. False or Fraudulent Statements or Claims

A. Civil Fraud. The Recipient acknowledges and agrees that:

- I. Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including 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.
- II. By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government.
- III. The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.

B. Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

9. Disadvantaged Business Enterprises

The recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- A. Withholding monthly progress payments;
- B. Assessing sanctions;
- C. Liquidated damages; and/or
- D. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. §26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written

consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

10. Fly America

The recipient agrees to comply with the air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 – 301-10.143.

11. ADA Access

The Recipient agrees to comply with the following federal prohibitions against discrimination based on disability:

A. Federal laws, including:

- I. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities;
- II. 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:
 - a. For FTA Recipients generally, Titles I, II, and III of the ADA apply; but
 - b. For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer;"
- III. 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;
- IV. Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
- V. Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

B. Federal regulations and guidance, including:

- I. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37;
- II. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27;
- III. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38;
- IV. U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39;
- V. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35;
- VI. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36;
- VII. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630;
- VIII. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, subpart F;
- IX. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194;
- X. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609;
- XI. FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and
- XII. Other applicable federal civil rights and nondiscrimination regulations and guidance.

12. Special Notification Requirements for States

- A. Types of Information. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
- I. The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
 - II. The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
 - III. The amount of federal assistance FTA has provided for a State Program or Project.
- B. Documents. The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

Awards Exceeding \$10,000

13. Termination

All contracts in excess of \$10,000 must address termination for cause by the non-federal entity including the manner by which it will be effected and the basis for settlement.

Awards Exceeding \$25,000

14. Debarment and Suspension

The Recipient agrees to the following:

- A. It will comply with the following requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200.
- B. It will not enter into any "covered transaction" (as that phrase is defined at 2 C.F.R. §§ 180.220 and 1200.220) with any Third-Party Participant that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by—
 - I. U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200;
 - II. U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180; and
 - III. Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended Recipients or Third-Party Participants.
- C. It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 C.F.R. part 1200.
- D. It will ensure that its Third-Party Agreements contain provisions necessary to flow down these suspension and debarment provisions to all lower tier covered transactions.
- E. If the Recipient suspends, debars, or takes any similar action against a Third-Party Participant or individual, the Recipient will provide immediate written notice to the:
 - I. FTA Regional Counsel for the Region in which the Recipient is located or implements the Underlying Agreement;
 - II. FTA Headquarters Manager that administers the Grant or Cooperative Agreement; or
 - III. FTA Chief Counsel.

Awards Exceeding \$50,000

15. Never Contract with the Enemy

The Recipient agrees to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

Awards Exceeding \$100,000

16. Resolution of Disputes, Breaches, or Other Litigation

A. FTA Interest

FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

B. Notification to FTA; Flow Down Requirement

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its sub-agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

- I. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- II. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- III. Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

C. Federal Interest in Recovery

The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.

D. Enforcement

The Recipient must pursue its legal rights and remedies available under any Third-Party Agreement or any federal, state, or local law or regulation.

E. Agency Process

*Vendors may view the dispute resolution process here:

17. Lobbying Restrictions.

The Recipient agrees that neither it nor any Third-Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:

A. Laws, Regulations, Requirements, and Guidance. This includes:

- I. The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended;
- II. U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended; and
- III. Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature; and

B. Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.

C. Political Activity. The Recipient agrees to comply with:

- I. The Hatch Act, 5 U.S.C. chapter 15, which limits the political activities of state and local government agencies supported in whole or in part with federal assistance, including the political activities of state and local government officers and employees whose principal governmental employment activities are supported in whole or in part with federal assistance;
- II. U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 C.F.R. part 151; and
- III. 49 U.S.C. § 5323(l)(2) and 23 U.S.C. § 142(g), which limits the applicability of the Hatch Act, as follows:
 - a. The Hatch Act does not apply to nonsupervisory employees of a public transportation system, or any other agency or entity performing related functions, based upon the Award of federal assistance under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2); but
 - b. Notwithstanding the preceding section 4(e)(3)(ii) of this Master Agreement, the Hatch Act does apply to a nonsupervisory employee if imposed for a reason other than the Award of federal assistance to its employer under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2).

D. Lobbying and Disclosure Certification

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.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

*Gulf Coast Transit District Request for Qualifications
Financial Auditing Services
#2021 GCTD 008*

Form PTN-130 (Rev. 6/21)
Page 9 of 14

Name of Company	Printed Name of Person Completing Form
Date	Signature

State of Texas Procurement Contract Clauses

State of Texas - Procurement Types Summary:

All Texas-Assisted Third-Party Contracts and Subcontracts

1. Debarment
2. Family Code Child Support Obligation Certification
3. Debts and Delinquencies Affirmations
4. Disaster Recovery Plan
5. Disclosure of Prior State Employment
6. Entities that Boycott Israel
7. Federal Executive Order 13224 Excluded Parties
8. False Statements
9. Financial Participation Prohibited Affirmation
10. Foreign Terrorist Organizations
11. Disaster Relief Contract Violation
12. Public Information Act
13. Signature Authority
14. State Auditor's Right to Audit
15. Suspension and Debarment
16. Assignment
17. Contracting Information Responsibilities
18. Human Trafficking Prohibition

1. 34 TAC §20.585 Debarment

The Recipient agrees that The State of Texas, in order to protect the interests of the state may:

- A. Conduct an investigation upon a complaint regarding a contractor's acts and omissions in procurement or performance of that contract where the complaint may constitute cause for debarment;
- B. Cancel one or more of the contractor's active or pending contracts upon a complaint regarding the contractor's acts and omissions in procurement or performance of that contract where the complaint may constitute cause for debarment;
- C. Assess actual damages and costs incurred due to contractor's failure to perform as specified in the contract;
- D. Debar a contractor for a specified period of time; and
- E. Take any other action authorized by law.

2. §231.006 Family Code Child Support Obligation Certification

Under Section 231.006(d) of the Texas Family Code, the Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified GRANT and acknowledges that this Agreement may be terminated and payment or grant funds may be withheld if this certification is inaccurate.

3. §2252.903 Gov't Code Debts and Delinquencies Affirmations

Sub-recipient agrees that any payments due it under the Agreement shall be applied toward any debt or delinquency that is

owed to the State of Texas.

4. §444.190 Gov't Code Disaster Recovery Plan

In accordance with 13 TAC (Texas Administrative Code) §6.94(a)(9), Sub-recipient shall provide descriptions of its business continuity and disaster recovery plans

5. §2254.033 Gov't Code Disclosure of Prior State Employment

In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, RESPONDENT certifies that it does not employ an individual who has been employed by TxDOT or another agency at any time during the two years preceding the submission of the Response or, in the alternative, RESPONDENT has disclosed in its Response the following:

- A. The nature of the previous employment with TxDOT or the other agency;
- B. The date the employment was terminated; and
- C. The annual rate of compensation for the employment at the time of its termination.

6. §2271.001 Gov't Code Entities that Boycott Israel

Pursuant to Section 2271.001 of the Texas Government Code, Sub-recipient certifies that either:

- A. It meets an exception criterion under Section 2271.002, or
- B. It does not boycott Israel and will not boycott Israel during the term of this Agreement. Sub-recipient shall in a writing to TxDOT state any fact(s) that make it exempt from the boycott certification.

7. Federal Executive Order 13224 Excluded Parties

Sub-recipient certifies that it is not listed on the prohibited vendors list authorized by Executive Order 13224, Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

8. §2155.077(a)(2) Gov't Code False Statements

Sub-recipient represents and warrants that all statements and information prepared and submitted in this document are current, complete, true and accurate. Submitting a false statement or material misrepresentation made during the performance of a contract is a material breach of contract and may void this agreement.

9. §2155.004 Gov't Code Financial Participation Prohibited Affirmation

Under Section 2155.004(b) of the Texas Government Code, Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified agreement/GRANT and acknowledges that this agreement may be terminated, and payment withheld if this certification is inaccurate.

10. §2252.152 Gov't Code Foreign Terrorist Organizations

Sub-recipient represents and warrants that is not engaged in business with Iran, Sudan, or a foreign terrorist organization as prohibited by Section 2252.152 of the Texas Government Code.

11. §2155.006 and 2261.053 Gov't Code Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified agreement/GRANT and acknowledges that this agreement may be terminated and payment withheld if this certification is inaccurate.

12. Chapter 552, Gov't Code and §2252.907 Gov't Code Public Information Act

Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, the Sub-recipient is required to make any information created or exchanged with the State pursuant to the Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

13. §2252.0012 Gov't Code Signature Authority

The Sub-recipient represents and warrants that the individual executing this Agreement is authorized to sign this Agreement on behalf of the Sub-recipient and to bind the Sub-recipient.

14. §2262.154 Gov't Code State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

15. §2155.077 Gov't Code Suspension and Debarment

Sub-recipient certifies that it and its principals are not suspended or debarred from doing business with the State of Texas or federal government as listed on the State of Texas Debarred Vendor List as maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

16. §2262.056 (b) Gov't Code Assignment

Sub-recipient shall not assign its rights under the Agreement or delegate the performance of its duties under the Agreement without prior written approval from the TxDOT. Any attempted assignment in violation of this provision is void and without effect.

17. §552.372 Gov't Code Contracting Information Responsibilities

In accordance with Section 552.372 of the Texas Government Code, Sub-recipient agrees to:

- A. preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to TxDOT for the duration of the Agreement,
- B. promptly provide to TxDOT any contracting information related to the Agreement that is in the custody or possession of the Sub-recipient on request of TxDOT, and
- C. on termination or expiration of the contract, either provide at no cost to TxDOT all contracting information related to the Agreement that is in the custody or possession of the Sub-recipient or preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TxDOT. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Agreement and the Sub-recipient agrees that the Agreement can be terminated if the Sub-recipient knowingly or intentionally fails to comply with a requirement of that subchapter.

18. §2155.0061 Gov't Code Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, the Sub-recipient certifies that the individual or business entity named in the Agreement is not ineligible to receive the specified Agreement/GRANT and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Certification to Purchaser

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

Name of Company:

Address:

Telephone:

SS# or Tax ID#:

Printed Name of Person Completing Form:

Signature

Date:

Description of Commodity Service:

Disadvantaged Business Enterprise Information

Type of Organization (check the application type of organization)

☐ Sole Proprietorship ☐ General Proprietorship ☐ Corporation ☐ Limited Partnership ☐ Limited Proprietorship

Is your firm a DBE? ☐ Yes ☐ No

If yes, what type?

Third Party Procurement Contract Provisions

Third Party Procurement Contracting Provisions

Select the additional third-party procurement contracting provisions based on the type of solicitation you're procuring:

**Procurements cannot be combined. Example: Construction procurement and Rolling Stock procurement, use separate PTN 130s for each.*

☐ **1. Construction Related Clauses**

- ☐ Federal and State
☐ State Clauses

Reset this Page

☐ **2. Rolling Stock Related Clauses**

- ☐ Federal and State
☐ State Clauses

☐ **3. Professional Services / Architectural Engineering**

- ☐ Federal and State
☐ State Clauses

☐ **4. Materials & Supplies Related Clauses**

- ☐ Federal and State
☐ State Clauses

☐ **5. Operations / Management Related Clauses**

- ☐ Federal and State
☐ State Clauses

EXHIBIT G – ACKNOWLEDGMENT OF ADDENDA

*Financial Auditing Services
#2021 GCTD 008*

The undersigned acknowledges receipt of the following addenda to the GCTD’s Request for Qualifications (insert number and date of each addendum). Attach each acknowledged addendum to this exhibit.

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

If Respondent fails to acknowledge receipt of all addenda, then the qualification is considered non-responsive to the RFQ and the GCTD may reject Respondent’s qualification.

DATE: _____

RESPONDENT: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

EXHIBIT H – RESPONDENT INFORMATION FORM

Instructions: Respondent shall complete the following form as part of the RFQ response.

COMPANY INFORMATION

LEGAL COMPANY NAME: _____

DBA COMPANY NAME: _____

DUNS NUMBER: _____

COMPANY ADDRESS: _____

COMPANY PHONE NUMBER: _____

NORMAL BUSINESS HOURS: _____

ON-CALL HOURS, IF APPLICABLE: _____

FINANCIAL INFORMATION

Please provide the following information in a separate, sealed document titled “Financials” included with this qualification. Only one copy is needed for the Qualification

- Three (3) years of audited financial statements

OR

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

Respondents who cannot provide either of the above items shall request an exception to provide the required financial statements in another form and state the reason(s) for the substitution.

Reason for substitution: _____

The GCTD considers financial information as sensitive and confidential and permits Respondents to submit a single copy in a sealed envelope marked with a return address, solicitation number, solicitation title, and “CONFIDENTIAL.” The GCTD shall destroy the financial information after the contract is awarded.

REQUEST FOR EXCEPTIONS, VARIATIONS AND APPROVED EQUALS

PRINTED NAME:		DATE:	
SIGNATURE:		TITLE:	
RESPONDENT:		ADDRESS - TELEPHONE:	
RFQ NUMBER:		RFQ DATE:	
RFQ REFERENCE (PART, PAGE AND PARAGRAPH):			
PROPOSED EXCEPTION, VARIATION OR EQUAL:			
REASON:			
AGENCY USE ONLY			
REVIEWED BY:	DATE:	CONTROL #:	
ACTION TAKEN:			
COMMENT:			
SIGNATURE:			

PLEASE COMPLETE ONE FOR EACH SUBSTITUTION.
USE THIS FORM FOR EACH REQUEST.

SUBCONTRACTOR INFORMATION

Please provide the following information for each subcontractor, if any. Provide additional copies of this page in the qualification as needed.

COMPANY #1 NAME: _____

EXPERIENCE: _____

QUALIFICATIONS: _____

REFERENCE COMPANY NAME: _____

REFERENCE PHONE NUMBER: _____

COMPANY #2 NAME: _____

EXPERIENCE: _____

QUALIFICATIONS: _____

REFERENCE COMPANY NAME: _____

REFERENCE PHONE NUMBER: _____

COMPANY #3 NAME: _____

EXPERIENCE: _____

QUALIFICATIONS: _____

REFERENCE COMPANY NAME: _____

REFERENCE PHONE NUMBER: _____

REFERENCES

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

Company:	Contact Person:
Email:	Phone:
Address:	
Type of Service Provided:	

Company:	Contact Person:
Email:	Phone:
Address:	
Type of Service Provided:	

Company:	Contact Person:
Email:	Phone:
Address:	
Type of Service Provided:	