COMPETITIVE PROCUREMENT SOLICITATION DOCUMENT

791 Purchasing Cooperative

A Cooperative Purchasing Program available to Government and Other Entities in all fifty states.

AND

Lead Agency:

CENTRAL TEXAS COUNCIL OF GOVERNMENTS

RFP #791202603004

Transit Services and Technology Solutions

Submission Deadline: May 8, 2026, at 1:00 PM Central Time

Central Texas Council of Governments
ATTN: 791COOP
2180 North Main Street, Belton, TX 76513

Questions: Admin@791Coop.org | 210.757.3775
Solicitation portal: https://www.beaconbid.com/solicitations/791-coop

Questions: Admin@791Coop.org or 210.757.3775 The solicitation documents may be found at https://www.beaconbid.com/solicitations/791-coop
If a problem is encountered accessing the solicitation, please contact 791 Purchasing Cooperative at the address or phone number listed above for assistance.
NOTICE TO PROPOSER(S): ANY FURTHER INFORMATION OR AMENDMENTS TO THIS SOLICITATION SHALL BE POSTED ON THE 791 PURCHASING COOPERATIVE WEBSITE AT http://www.791Coop.org. AMENDMENTS SHALL NOT BE FAXED, EMAILED, OR MAILED. IT IS THE PROPOSER(S)' RESPONSIBILITY TO CHECK THE WEBSITE FOR ANY SOLICITATION CHANGES DURING THE RFP RESPONSE PERIOD.
This solicitation is a Request for Proposals as permitted under Texas Local Government Code Sections 252, 262, 2269, and 271.
NOTICE: The use of the terms "Solicitation," "Bid," "Request for Proposals," "RFP," "Request for Competitive Sealed Proposals," "RCSP," "RFQ," "Request for Qualifications," or other specific terms may not be precise in legal terminology and should be construed to mean the method of procurement listed above, with the legal citation of the source of the procurement method. *Example: "This solicitation is a Request for Proposals as permitted under Texas Local Government Code Sections 252, 262, 2269, and 271."*

I. ABOUT 791 PURCHASING COOPERATIVE (791COOP)

A. Purpose of This Solicitation

It is the purpose of this Solicitation to establish awarded vendor agreements to satisfy the competitive procurement needs of participating entities in this commodity category. These awarded agreements will enable participant entities to purchase on an "as needed" basis from competitively awarded agreements with high-performance vendors. Proposers are requested to submit proposals for their line of available products and services that are commonly purchased by government agencies, school districts, and educational entities.

- Awards will be made to the successful proposer(s) for the products and/or services. Proposers submitting items outside the scope of this commodity category will not be awarded those items. Example: a consulting firm may not propose to perform general construction work.
- 791COOP reserves the right to award multiple vendors based on the lowest responsible bidder or best value for each solicitation.
- This proposal is requested for the benefit of current participants and other new participants as they execute 791COOP Participant's Agreements in the future.
- 791COOP reserves the right to extend the proposal deadline for any reason.
- 791COOP reserves the right to make changes to this Solicitation by way of one or more posted addenda.

B. Benefits of 791COOP

- Provide government entities opportunities for greater efficiency and economy in acquiring goods and services through competitively procured vendor agreements.
- Provide comprehensive purchasing practices according to the Laws of the State of Texas and Federal Regulation 2 CFR Part 200, and other applicable State and Federal Regulations, designed to result in competitive agreements that meet a wide variety of needs.
- Provide competitively priced purchasing options for multiple government entities that yield economic benefits usually unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services by entering into pricing agreements with high-performance vendors.
- Maintain credibility and confidence in business procedures by maintaining free, fair, and open competition for purchases and by complying with purchasing laws and ethical business practices.
- Provide document retention for the competitive procurement process for all 791COOP Awarded Agreements.

C. Customer Service

- 791COOP staff is available to participants for assistance in viewing and contacting awarded vendors for categories to make purchases and agreement decisions.

- 791COOP provides a way for government entities to avoid the time and expense of seeking competition for purchases on an agency-by-agency basis.
- 791COOP enables vendors to become more efficient and competitive by reducing the number of proposals that require responses to be made to individual entities.

D. Purchasing Procedures

- Agreements are established through free, full, and open competition as described by the laws of the State of Texas and are available for Intergovernmental Agreement by other government entities anywhere in the United States, subject to each entity's jurisdictional law and regulation. Purchase orders or equivalents are issued by participating governmental entities directly to the Vendor or vendor-assigned dealer. Purchase orders or equivalents are sent to the 791COOP offices where they are reviewed by the 791COOP staff and forwarded to the Vendor within one working day. In some instances, the entity may send the purchase orders or equivalent directly to the vendor and report the purchase to 791COOP.
- **NOTE: It is always the vendor's responsibility under the 791COOP agreements to report all sales under the agreement to 791COOP.**
- Vendors deliver goods and services directly to the participating entity and then invoice the participating entity. The Vendor receives payment directly from the participating entity.

E. Partnerships with 791 Purchasing Cooperative

1. The Texas Conference of Urban Counties represents 34 Counties and 79% of the Texas Population, or approximately 23 million residents.

2. The State of Texas CTCOG is a Lead Agency with 791COOP, and CTCOG represents 43 Public School Districts in their service area.

3. The Central Texas Council of Governments is a Lead Agency with 791COOP, representing over 40 local governments and a population of approximately 523,000 residents.

4. 791COOP may add additional partnerships to this program.

5. It is estimated that contracts awarded under this RFP will total over $25–100 million annually with competitive pricing proposed.

F. Notice of Confidentiality of Proposed Information

The proposal submitted and all information therein is available to 791COOP participants. Also, according to the Texas Public Information Act (Texas Government Code, Chapter 552), any documents or information held by 791COOP "may" be public information. Proposers wishing to designate specific pages as confidential must complete the CONFIDENTIAL INFORMATION CLAIM FORM included in this solicitation package and submit it with their response. Failure to properly complete and submit this form may result in a waiver of confidentiality rights.

II. SUMMARY OF RFP INSTRUCTIONS

This Solicitation is for an Indefinite Delivery Indefinite Quantity (IDIQ) Agreement. This IDIQ Solicitation is intended for the use of CTCOG, 791COOP, and 791COOP participant entities or future participants to adopt via Intergovernmental Agreement and utilize as their own solicitation for legal procurement. Because participant entities utilizing an Intergovernmental Agreement upon an agreement resulting from this Solicitation may do so at their discretion and timing, scope requirements may change during the life of the resulting IDIQ Agreements, and no specific volume of purchases is guaranteed by 791COOP.

Key RFP Deadlines and Submittal Instructions

Event	Date	Time (CDT)
Solicitation Issued	March 30, 2026	8:00 AM
Pre-Proposal Conference	None Scheduled	—
Pre-Bid Meeting Request Deadline	April 3, 2026	10:00 AM
Inquiry Period Ends	April 30, 2026	5:00 PM
Proposal Due Date	**May 8, 2026**	**1:00 PM**
Anticipated Award	May 15, 2026*	—

**Award date may be earlier or later depending on the number of proposals received.*

791COOP agreements are available for use by all schools, colleges, universities, cities, counties, and other government entities in all fifty states, if permitted by the jurisdiction of the governmental entities.

AL, AK, AZ, AR, CA, CO, CT, DE, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

III. GENERAL INFORMATION

A. Financing of 791COOP and Lead Agency CTCOG

1. 791COOP Vendor Paid Fee: The total cost of the 791COOP program is funded through an administration fee of 1.00% paid to 791COOP by the awarded contractors. The fee is based on actual vendor project sales. The vendor will pay the fee on actual invoices and paid sales to 791COOP participants. Fees are not assessed to vendors for shipping costs, required bond costs, or any applicable taxes.

2. 791COOP establishes a fee for each solicitation for proposals that are in the best interest of 791COOP and its participants.

B. Additional Information

1. Term of Agreement and Renewals

The initial term of the agreement is five (5) years. Awarded agreements may be extended for up to three (3) additional one (1)-year renewal terms, for a maximum total contract term of eight (8) years. Each renewal is automatic unless either party provides written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term, or either party exercises its right to terminate as provided in the Vendor Agreement.

THIS CLAUSE CONTROLS OVER ANY OTHER TERM IN ANY OTHER PART OF THIS SOLICITATION. 791COOP reserves the right to solicit additional proposals at any time it is in the best interest of 791COOP and/or its participants.

2. Termination for Cause

791COOP or the awarded vendor may terminate an award under this solicitation for cause. Either party must provide the other party with 30 days written notice to respond. The awarded vendor shall provide 791COOP with 90 days written notice to protect the interests of 791COOP participants who may be in active negotiation. The extended notice period for vendors reflects the cooperative's obligation to protect participant agencies currently engaged in procurement.

3. Vendor Questions

Questions about this solicitation shall be submitted to admin@791COOP.org with the following subject line: "RFP #791202603004 Transit Services and Technology Solutions — Vendor Question." Questions of a ministerial nature will be answered without an addendum. Questions of a substantive nature that are not addressed in the Solicitation will be addressed by properly posted addendum. All Q&A will be posted at https://www.beaconbid.com/solicitations/791-coop/CurrentSourcingEvents.aspx.

QUESTIONS WILL BE RECEIVED UNTIL April 30, 2026, AT 5:00 PM Local Time.

4. Pre-Bid Meeting

No Pre-Bid Meeting is currently scheduled. A Pre-Bid Meeting may be requested by any proposer. If you wish to request a Pre-Bid Meeting, email admin@791COOP.org by 10:00 a.m., April 3 2026. If a Pre-Bid Meeting is scheduled, an addendum will be posted and a notification will be sent by the electronic bidding system to all known interested parties. 791COOP reserves the right to determine whether a Pre-Bid Meeting is held.

C. Communications Prohibition

During the period between the date 791COOP issues this RFP and the selection of the vendor awarded a contract, if any, Respondents shall restrict all contact with 791COOP and CTCOG and direct all questions regarding this RFP only through the 791 Coop solicitation portal in the specified manner.

DO NOT contact members of the CTCOG Board of Directors, other employees of 791COOP or CTCOG, or any of 791COOP's agents or administrators. Contact with any of these individuals after issuance of this RFP and before selection is made may result in disqualification of the Respondent.

- The communications prohibition terminates when the contract is recommended by administration, considered by the CTCOG Board at a noticed public meeting, and a contract has been awarded.
- Prohibited communications include any direct contact, discussion, or promotion of a Respondent's response with any member of the 791COOP or CTCOG Board of Directors or employees, except for communications with 791COOP's designated representative as set forth in this RFP and only in the course of inquiries, addenda, or presentations.
- Exception: Presentations made to the Board of Directors during any duly noticed public meeting are permitted where the solicitation is under consideration and the Vendor has been specifically invited to present.

IV. PROPOSAL SCORING AND EVALUATION

A qualified evaluation committee will evaluate and score all proposals. Recommendations for awards will be made to the CTCOG Executive Board/Committee. Awards will be granted or denied at the monthly stated meeting of the CTCOG Executive Board/Committee. 791COOP will base a recommendation for award on factors permitted by Texas Government Code Section 252.043. The factors and their weighted points are as follows (100 total points):

791COOP shall use a final overall scoring system to include consideration for competitive pricing, best value price, and cost evaluation. 791COOP reserves the right to assign any number of point awards or penalties it considers warranted if an offeror stipulates exceptions, exclusions, or limitations of liabilities. Strong consideration will be given to best value price as it relates to the products and services. Price is ultimately only one factor among many. 791COOP reserves the right to reject any or all proposals or any part of any proposal.

#	Criterion	Points
1	**Purchase Price** • Rate schedules by service type, vehicle lease pricing, technology platform licensing, or discount-off published rate schedule for each transit service subcategory • Competitiveness of pricing relative to current market rates for transit services and technology solutions • Ability to verify that participants receive contract pricing • Not-to-exceed pricing structure and proposed pricing methodology (discount-off or fixed-fee preferred; see Section VI) • Pricing for all subcategories of transit services offered, including lease terms, volume discounts, and cooperative pricing	**30 pts**
2	**Quality of Vendor's Goods or Services** • Qualifications, certifications, and professional credentials of proposed transit and technology staff and subject matter experts • Quality assurance, testing, and deliverable validation processes for transit service and technology deployments	**20 pts**

	• Compliance with applicable professional standards, regulatory frameworks, and federal, state, and local requirements • Ability to provide scalable transit solutions adaptable to diverse public sector environments, service areas, and fleet sizes • Evidence of successful deployments with comparable transit agencies, government entities, or public sector organizations	
3	**Extent to Which Goods and Services Meet the Needs** • Coverage of transit service subcategories listed in Section V (Vehicle Capital Lease, Transit-as-a-Service, Demand-Response/Rideshare, Shared Transit, Platform-as-a-Service) • Capacity to serve urban, suburban, and rural transit agencies, government entities, and school districts • Transit service methodology, technology deployment approach, and client reporting capabilities • Ability to support IDIQ engagement of transit services and technology solutions across multiple member agencies nationally • Demonstrated understanding of cooperative purchasing and government procurement requirements	**20 pts**
4	**Reputation of Vendor and Vendor's Goods or Services** • Customer references from government or public sector clients (minimum 5 required; see Exhibit A) • Past litigation, bankruptcy, reorganization, or state/federal investigations • Industry certifications, professional credentials, and applicable state or professional licenses • Financial stability and credit standing • 791COOP staff knowledge and any publicly available information about Vendor reputation	**10 pts**
5	**Total Long-Term Cost to 791COOP and Participants** • Commitment to honor proposed rate schedules for the full contract term • Total cost of engagement including project management overhead, travel, and administrative fees • Price escalation limits proposed (CPI-anchored preferred) • Availability of volume-based pricing incentives for larger participant agencies	**10 pts**
6	**Experience** • Less than 1 year of relevant operating experience = 0 points • 1–3 years = 5 points • 4–6 years = 8 points • More than 6 years = 10 points • Experience must be in transit services and technology solutions, public administration, or a directly comparable category	**10 pts**
7	**Vendor's Past Relationship with 791COOP**	**0 pts**

	• New Contract — no prior relationship exists; criterion considered but assigned 0 weight per Texas law for new solicitations	
8	**Residency** • Federal funds may be utilized by CTCOG or 791COOP participant entities during the life of this contract • Residency is a prohibited criterion under federal regulation and has therefore been assigned 0 points • Whether vendor has its principal place of business in Texas, or employs at least 500 persons in Texas, is noted but not scored	**0 pts**
9	**Impact on Historically Underutilized Businesses and DBEs** • No Texas laws apply to this specific procurement type, but federal funds are anticipated; proposer should agree to abide by 49 CFR Part 26 • Failure to agree to comply with federal regulations in the forms herein shall make use of federal funds to purchase the goods or services proposed unallowable • Whether or not vendor is a D/M/WBE, HUB, or similar business has no bearing on the evaluation score but is collected for participant reference	**0 pts**

PROPOSERS FALLING BELOW A 75-POINT THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD

A. Competitive Range

Following initial scoring, it may be necessary to establish a competitive range. Proposals with scores materially below the threshold or that are non-responsive to required specifications will be deemed outside the competitive range and will not receive further consideration for award. 791COOP reserves the right to determine the competitive range at its sole discretion.

B. Best and Final Offer

. 791COOP is not required to request a Best and Final Offer (BAFO). 791 COOP is requesting Offerors submit best pricing in the first instance. 791COOP, in its sole discretion, may request all Offerors in the competitive range to submit a BAFO. Offerors must submit their Best and Final Offers in writing by the deadline specified by 791COOP. If an Offeror does not respond to a BAFO request, that Offeror's most recent prior offer will be considered its Best and Final Offer. Vendors may lower prices at any time during the agreement period without requiring a BAFO process. 791COOP is not required to request a BAFO and is requesting respondents submit BAFO in the first instance.

C. Protest of Non-Award

Any protest of an award or proposed award must be filed in writing within fifteen (15) calendar days from the date of the official award notification and must be received by 791COOP no later than 5:00 PM Central Time on that fifteenth day. No protest shall lie for a claim that the selected Vendor is not a responsible Respondent.

Protests shall be filed with: 791 Purchasing Cooperative, ATTN: RFP Protest Officer, Admin@791Coop.org, and must include:

- Name, address, telephone number, and email of protester
- Original signature of protester or its authorized representative
- Identification of the solicitation by RFP number and title
- Detailed statement of legal and factual grounds, including copies of relevant documents
- The form of relief requested

Any protest review and action shall be considered final with no further formalities being considered. 791COOP reserves the right to proceed with the award during the protest period if delay would harm participant entities.

V. SPECIFICATIONS

This solicitation is for RFP #791202603004 — Transit Services and Technology Solutions

This solicitation seeks qualified providers and suppliers to deliver Transit Services and Technology Solutions to eligible public-sector entities. The scope encompasses transit-as-a-service solutions, transit technology platforms, vehicle leasing programs, and related products and professional services necessary to plan, operate, and optimize public transportation systems for cities, counties, special districts, K–12 school districts, institutions of higher education, state agencies, and qualifying nonprofit organizations participating through the 791 Purchasing Cooperative.

A. Intent

The 791 Purchasing Cooperative invites qualified firms and individuals to respond to this Request for Proposals (RFP) to provide Transit Services and Technology Solutions. 791 Coop operates as a Texas Government Code Chapter 791 interlocal purchasing cooperative headquartered in San Antonio, Texas, leveraging lead agency partnerships with Central Texas Council of Governments (CTCOG), Region 15 Education Service Center, and Ohio Purchasing Council (OPC). Through this solicitation, 791 Coop seeks to establish competitively awarded, non-exclusive Master Agreements enabling member agencies — including cities, counties, K-12 school districts, institutions of higher education, special districts, and eligible nonprofits — to procure transit services and technology solutions through a single, legally compliant cooperative vehicle.

B. Eligible Offerings

Proposers are encouraged to include the full breadth of transit services and technology solutions they regularly provide in the normal course of business, including value-added and complementary offerings. Vendors may propose across one or more of the subcategories identified in Section D below. Offerors may also propose related services, certifications, inspections, assessments, or any other professional services that fall within the general scope of Transit Services and Technology Solutions.

C. Non-Construction Scope

This solicitation covers transit services, technology platforms, vehicle leasing, consulting, and related professional services. Any on-site work performed under an awarded agreement must be incidental to the delivery of transit services and does not constitute construction or public works as defined under Texas Government Code Chapter 2269. The contract may be used for the installation of products and equipment that do not structurally alter a building or facility structure in accordance with Texas statutes. Only new parts and equipment shall be used to perform repair work. All work shall be performed in a quality workmanlike manner and shall comply with all applicable city, county, and state codes. The contractor shall be responsible for obtaining any necessary permits.

D. Transit Services and Technology Solutions — Description

791 Coop seeks to contract with qualified providers and suppliers of transit services and technology solutions. Participating public agencies require competitive pricing, excellent customer service, current inventory management tools, and demonstrated capability to meet federal, state, and local reporting requirements. Awarded contracts are intended to encompass each vendor’s full line of applicable products and services. Vendors are asked to provide specific pricing for items listed herein and a catalog-wide discount structure for all available products.

The goal of this solicitation is to improve transit access; provide passengers with better transportation options; better serve suburban, rural, and urban communities; leverage existing traditional transit assets; expand worker access to employment centers; and increase access to higher education and medical districts through regional connectivity.

791 Coop reserves the right to award single or multiple contracts from this RFP. Awards will be made to qualifying vendors — defined as manufacturers, providers, or dealer/distributors — deemed responsive and responsible through this open and competitive proposal process, based on demonstrated ability to deliver the highest-value solutions meeting current and future needs.

Eligible Categories

The following categories are within the scope of this solicitation and are illustrative, not exhaustive:

- Vehicle leasing (capital lease programs)
- Vanpool programs
- Demand-response and rideshare services (microtransit, dial-a-ride, paratransit, NEMT)
- Transportation Network Companies (TNCs)
- Shared transit services (bikeshare, scooter rental, carshare)
- Electric and petroleum vehicles, including ADA-compliant configurations
- Transit-as-a-service software and platform-as-a-service solutions
- Multimodal fare payment and trip planning systems
- Electronics, GPS/AVL tracking, and onboard technology
- Consulting, planning, and professional services
- Training, certification, and inspection services
- Installation, maintenance, and repair services
- Accessories and related equipment

Scope of Services — Subcategories

Subcategory 1 — Vehicle Capital Lease Services

This category addresses the need for capital vehicle lease companies to provide 791 Coop with an indefinite-delivery/indefinite-quantity (IDIQ) arrangement for vehicles supporting microtransit service in both urban and rural divisions. Proposers must provide details of their business model including:

- Leasing program structure and cost model
- Vehicle types available (must accommodate 6–12 passengers)
- Lease duration, terms, and early-termination options
- Annual and monthly maintenance programs, including operations and maintenance responsibilities
- Fuel partnership options, if applicable
- ADA-compliant fleet options, including wheelchair-accessible configurations with ramp or lift
- Pricing for an indefinite quantity of each vehicle type with proposed lease terms

Subcategory 2 — Transit-as-a-Service Providers

This category encompasses service providers, technology sectors, and transit-as-a-service product categories beyond those addressed in other subcategories. Firms and contractor teams that do not fit neatly into a single subcategory are encouraged to apply so that 791 Coop can evaluate all innovative proposals. In the interest of ADA accessibility and serving unbanked customers, proposers should include solutions addressing these populations as part of their submission.

Subcategory 3 — Demand-Response and Rideshare Services

This category covers scheduled or real-time, dynamic transit services primarily booked through an online or mobile platform. Responses may include, but are not limited to:

- Self-dispatch solutions providing a customer-facing portal (e.g., mobile app) for on-demand curb-to-curb transportation, whether operated through the agency's fleet or a TNC
- TNCs providing vehicles and operating personnel for demand-response service, with demonstrated integration capability with third-party dispatch and booking systems
- Turnkey solutions that combine real-time dynamic dispatch, software applications, service operations, customer service, vehicle storage, maintenance, marketing, and data reporting under a single contract

Firms interested in providing a primary NEMT platform must demonstrate current capabilities for NEMT reporting, billing, operational execution, and compliance with state, federal, and administrative requirements.

Subcategory 4 — Shared Transit Services

This category covers leasable modes of transportation — motorized and non-motorized — that supplement existing transit options. Responses may include bikeshare, carshare, scooter rental, other vehicle rentals, or any combination thereof.

Subcategory 5 — Platform-as-a-Service and Transit Technology

This category covers software, applications, and technology solutions that enable personal devices and smartphones as portals for multimodal transit services. Respondents in this category need not provide the transportation service itself but must address how their technology interfaces with on-demand transit providers (public and private) and delivers a seamless customer experience.

Responses in this category may include:

- On-demand transportation software for passenger and fleet operator use
- Multimodal transit management platforms enabling booking across multiple modes and providers
- Centralized fare payment systems with integration capability for varied fare structures
- Fixed-route integration with real-time vehicle location and transfer capabilities between microtransit and fixed-route services

Firms must outline how their services integrate with mobile applications and fare payment systems. Flexibility and willingness to create APIs and cross-platform solutions will be viewed favorably.

Platform Functional Requirements

The following requirements apply to any platform proposed as 791 Coop's centralized brokerage and dispatch engine. The selected platform shall contain or have the ability to perform all of the following functions. It must assign and broker trips to various service providers, comingle transportation services, separate and track costs by funding source and fare media, and generate data necessary to fulfill applicable federal reporting requirements including FTA's National Transit Database (NTD) and state department of transportation public transit reporting requirements (e.g., TxDOT PTN-128 or equivalent in the respective state).

System Architecture and Service Configuration

1. Centralize all demand-response services (microtransit, ADA/paratransit, NEMT, dial-a-ride) in a single, scalable platform for city or regional deployment.
2. Support distinct business rules for different service types (microtransit, ADA/paratransit, NEMT, fixed-route) while sharing a common fleet, with the ability to differentiate service types for operational and reporting purposes.
3. Support multiple configurable zones within a service, each with customizable stop types (door-to-door, curb-to-curb, origin-to-destination, designated stop) and time-based configuration changes.
4. Provide automatically updated map data with the option for manual intervention.
5. Allow service zone boundaries and configurations to be modified by agency staff through the web application without vendor intervention.

6. Cloud-based architecture with no specialized agency hardware or infrastructure required unless approved in advance, with costs absorbed by the vendor.

Client and Trip Management

7. Maintain client profiles with first name, last name, and middle initial, with duplicate-detection alerts during data entry. Support customizable data fields, multiple saved addresses, and accessibility requirements per client.
8. Allow client record retrieval by name, telephone number, or other identification, with list-box display for partial-name searches.
9. Support trip booking for both pre-scheduled and on-demand trips, with configurable scheduling windows and advance-booking limits.
10. Support leave-at and arrive-by booking options, return trips with configurable hold-over/dwell times, and notes visible to the driver during pickup.
11. Allow recurring trip bookings (subscription trips) with flexible recurrence patterns (weekly, monthly by day, monthly by date) and the ability to suspend or add exclusion dates.
12. Support booking by phone (while clerk is on the call), through mobile app, or via agency call center, with profile creation available in the same interface for first-time users.
13. Display map locations for pickup and drop-off during each booking, indicate applicable fares, and allow editing of traveler count per booking.
14. Present eligible services to each passenger based on their access and eligibility (e.g., paratransit, pooled microtransit, NEMT), allowing same-ride sharing across client types.
15. Support demand forecasting based on scheduled and recurring trips to help agencies plan fleet deployment.

Dispatch, Brokering, and Fleet Operations

16. Automatically generate optimized driver schedules for each operator run, with real-time manifest updates as trips are added, cancelled, or modified. Shared-ride pooling shall occur automatically where permitted.
17. Provide intelligent automated trip brokering that dispatches to multiple dedicated fleets and contracted non-dedicated TNCs based on configurable service criteria, business rules, fleet priorities, and demand overage conditions.
18. Support commingling of different demand-response services into shared fleets with configurable efficiency and passenger-experience parameters. When commingling, enforce ETA flexibility rules to prevent service-type conflicts (e.g., a microtransit pickup shall not cause an ADA/paratransit passenger to miss their scheduled ETA).
19. Continuously optimize trip assignments in real time, moving trips between vehicles as conditions change, with manual override capability. Compensate for in-route cancellations to prevent unrealistic pickup times.
20. Transmit ride requests to driver-facing devices via mobile data communications, with immediate updates for insertions, changes, cancellations, and no-shows.

21. Differentiate between dedicated and non-dedicated fleet types, and allow agency designation of trips to third-party contractors (taxis, TNCs) automatically based on business rules.
22. Dynamically assign driver breaks considering company policy, labor rules, and trip patterns.
23. Allow manual trip assignment for NEMT and other purposes, with tracking of reasons via comments/notes attached to the trip log.
24. Predict on-time performance prior to service date and throughout the operating day; automatically adjust trips to maintain schedule adherence after cancellations.

Real-Time Monitoring and Dispatch Display

25. Display the real-time location of all vehicles on a map, with icon shape, color coding, and overlays indicating network connection status, fleet, service state, and on-time status.
26. Provide detailed vehicle information on dispatcher click (vehicle number, operator, driver, logon status, upcoming pickup/drop-off, trip and passenger information, current speed).
27. Present a tabular schedule view of events assigned to each vehicle.
28. Generate automatic alerts for driver overtime, stranded riders, excessive ride length, late pickups/drop-offs, and other operational issues.

Passenger Interface and Fare Payment

29. Allow passenger trip requests by street address, point of interest, or stop name, with pickup and drop-off time options.
30. Demonstrate ability to plan, book, and pay for travel across different modes and platforms.
31. Integrate with fare collection systems supporting varied fare structures with appropriate tracking.
32. Provide onboard driver-facing capability to capture client signatures where required.
33. Custom fields shall be available for rider data capture and trip requests, usable for reporting purposes.

Data, Reporting, and Compliance

34. Record and track all trips to dedicated and non-dedicated vehicles, separating costs by fare media and service type. Generate all data necessary for federal reporting requirements including FTA NTD and state department of transportation public transit reporting (e.g., TxDOT PTN-128 or equivalent in the respective state).
35. Allow historical trip data review, retrieval of all logged data (including archived data), and historical map replay with timeline controls.
36. All system data shall be owned by the agency with perpetual, royalty-free rights to access, export, and share data with third parties for integration purposes.

37. Assist with Title VI analysis, public hearings, board presentations regarding service design, and appropriate marketing and stakeholder consulting for 791 Coop member agencies.

Preferred Integrations

The following integrations are preferred but not required. Proposers offering alternative solutions must demonstrate equivalent or superior capability:

- FirstNet telecommunications for high-priority mobile connectivity in remote and rural areas.
- Compatibility with the participating agency's existing mobile fare application, or demonstration of an equivalent or superior user experience and reporting capability.

E. Requirements of Awarded Vendors

Interested Vendors shall submit an RFP responding to the portions of the RFP for which they can qualify and desire to perform the work. Identify each response with the appropriate letter/numerical designation and respond to all items in the order given. Do not provide company brochures or other marketing materials in response to any item, except where requested.

a. Cover sheet indicating the name of your company and the project title.

b. Organization information: describe your company and the complete range of transit services and technology solutions being offered. Each vendor must also provide a list of any subcontractors who will be utilized to meet the terms of the proposal. All vendors must review and comply with each Contracting Entity's ethics code.

c. Submit a statement of why your company is best qualified for this project.

Project Approach:

d. Provide a detailed description of your service delivery methodology, including system implementation, stakeholder engagement, technology deployment, and quality assurance processes.

e. Describe the extent of the Contracting Entity's staff involvement in the project, including key decision points at each stage.

F. Additional Services

Bidder should list in an Excel spreadsheet or other attachment all related transit services and technology solutions, rate schedules by service type or personnel classification, and other unit-priced items according to the category offered on this contract. No inappropriate offerings will be considered.

1. Background

The Local Participating Entity using this contract may utilize it for #791202603004 Transit Services and Technology Solutions. Some local governments and transit agencies may utilize all service subcategories; some may choose to engage services on an a la carte basis for specific transit needs or technology implementations.

2. Overview

The program involves transit services and technology solutions specified by the Local Government Entity, Transit Agency, or School District. The participating entity will expect the chosen firm to commence services within the timeline established in the applicable statement of work or task order. The Contracting Entity will have the right, in its sole discretion, to add, delete, or revise the contracted services to meet its changing needs, upon providing reasonable written notice. Billing shall be adjusted accordingly.

3. Bidder's Company and Service Information

f. Responses shall be clearly labeled with the item number.

g. Proper evaluation requires information about the bidding company and its services.

h. Public companies must provide their most recent yearly report to stockholders.

i. Private companies must answer the questions in Exhibit B.

j. Provide a brief history of your company including type of business and philosophy. If the bidder has recently purchased an established business or has proof of prior success in this or a closely related business, provide written verification.

k. Indicate the location of company headquarters. List any branch offices in the state of any 791COOP participating entity. Provide the name, title, qualifications, and experience of the employee who will coordinate the work and serve as the general contact for this contract.

l. For purposes of determining financial ability to perform, attach a letter from your financial institution indicating the line of credit currently available and evidence of financial stability over the past three years. The letter does not need to identify a dollar amount; a credit range is sufficient. (Example: "credit in the low six figures" or "a credit line exceeding five figures.")

4. Sales Team Contact Information

Provide the names, phone numbers, email addresses, and geographic coverage territories of your key personnel responsible for serving 791COOP participants.

5. Problem Resolution History

Any business that has served the public for more than ten years will have had problem projects. List up to five transit service or technology engagements with public sector clients that encountered challenges (use more than one state if possible). Describe the problem and identify how it was resolved (what steps were taken to satisfy the client). Provide the name of the public agency, type of service provided, contract amount, contact name, and telephone number.

6. Subcontractors and Partners

Vendors who utilize subcontractors or teaming partners for service delivery must identify those parties, explain how they are qualified, and provide business name, address, telephone, and any applicable professional license or certification number.

7. Service Guarantee

Transit services, technology solutions, and deliverables provided under the contract must be guaranteed by the contractor for quality and performance. If deliverables are defective, incomplete, or non-conforming to the agreed scope of work, the vendor must correct or re-perform the work within ten (10) business days at no additional cost. Vendor may offer extended support or service level agreements at additional cost. Upon request, knowledge transfer sessions must be offered by the prime contractor for the staff of the participating entity.

VI. PRICING FORMAT

A. Pricing for Line Items

Proposers are requested to submit proposals for offering their complete and total line of available transit services and technology solutions to governmental entities, including school districts.

The list of services sought by this solicitation is inclusive and not exclusive. There may be other similarly used transit services or technology solutions offered by responding vendors that may be included as part of the proposing vendor’s price schedule now or during the life of the agreement. Pricing may be exclusively line-item pricing or, as recommended, a combination of line-item pricing and a minimum rate schedule.

B. Pricing Model Options

<u>Preferred: Discount-Off Line item Method</u>

The discount-off line item method is the preferred and most versatile option. Under this method, vendor proposes a minimum percentage discount off their published rate schedule. This method:

- Allows vendor to efficiently add and update pricing during the contract life
- Does not automatically prohibit purchases using federal grant funds
- Covers new consulting services as they enter the vendor’s line item without renegotiation

“Line item Pricing” means the then-available list of products and services, in the most current listing regardless of date, that takes the form of a price schedule, price list, or other viewable format that: (1) is regularly maintained by the vendor; (2) is either published or otherwise available for review by 791COOP or a customer during the purchase process; and (3) to which the minimum discount proposed by the proposing Vendor may be applied.

Pricing update process during contract life: Vendor may update pricing by emailing a highlighted pricing change summary to admin@791COOP.org for 791COOP consideration and approval. Vendor may not increase prices more than twice per calendar year and may also request quarterly adjustments tied to the U.S. BLS Consumer Price Index (https://www.bls.gov/cpi/). 791COOP may deny or reduce price adjustment requests based on combined price increases and the cumulative CPI over 12 months. All pricing updates must be within the original terms of the Vendor’s proposed pricing such that 791COOP may accept price increase requests as submitted at its discretion.

<u>Not Recommended: Markup on Cost Method</u>

IT IS NOT RECOMMENDED that proposers use the Markup pricing method. Many participants are not permitted to use a bid with a markup pricing method, specifically when using Federal Grant Funds. Using this pricing method will limit the effectiveness of your award and will exclude your contract from federal fund usage by participants.

If a vendor nonetheless chooses to use the markup pricing method, the vendor shall be required to provide proof of actual cost to the participant for each product or service provided to verify that the pricing markup is properly and legally applied.

C. Escalation

Include annual price escalation not to exceed a maximum percentage. 791COOP strongly recommends anchoring escalation to a commonly known price index such as the CPI or a relevant industry publication index. If product or service components face unique market exposure, include this in your submission.

D. Pricing Firm Period

Pricing submitted in response to this solicitation will remain firm for a period of 90 days following the proposal submission deadline. Withdrawal of proposals will not be allowed for a period of 90 days following the opening, unless approved by 791COOP in writing. Consideration may be given in cases where a Respondent can demonstrate that a clerical error resulted in pricing substantially lower than intended, provided written notice is submitted to 791COOP within 3 business days of receiving the acceptance letter.

E. Sales Reporting

Awarded vendors must report all sales under the 791COOP agreement to 791COOP. Sales shall be reported monthly unless prior arrangements for alternative submission schedules have been made with 791COOP in writing. Vendor shall report all sales by emailing the purchase order or similar purchase documentation (with vendor name and the 791COOP Agreement number noted) to admin@791COOP.org within three (3) business days of vendor's acceptance of each order. Failure to report all sales pursuant to this provision may result in cancellation of the vendor's 791COOP contract for cause.

VII. GENERAL INSTRUCTIONS

791COOP reserves the right to waive any informality and/or reject any or all proposals.

All responses should be direct, concise, complete, and unambiguous. With regard to those items that cannot be answered in the affirmative, clearly explain the precise portion to which you disagree and why you disagree. Proposers must propose pricing that is calculable based on the prices presented or discounts proposed as they relate to a published price of the goods or services.

PROPOSAL FORMAT — PROPOSERS PAY CLOSE ATTENTION TO DETAILS LISTED

1. Assignments of Contracts: No assignment of contract may be made without the prior written approval of 791 PURCHASING COOPERATIVE. Payment can only be made to the awarded Vendor.

2. Non-Collusion: The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

3. Funding Out Clause: Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the Entity’s current revenue only, provided the contract contains either or both of the following provisions: (a) Retains to the Entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract; and (b) is conditioned on a best-efforts attempt by the Entity to obtain appropriate funds for payment of the contract.

4. Indemnification: The Vendor shall protect, indemnify, and hold harmless 791 PURCHASING COOPERATIVE and its participants, administrators, employees and agents against all claims, damages, losses, and expenses arising out of or resulting from the actions of the Vendor, Vendor employees, or Vendor subcontractors in the preparation of the RFP and the later execution of the contract.

5. State of Texas Franchise Tax: By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171, Tax Code.

6. Insurance: The Vendor shall comply with Insurance requirements and submit copies of their insurance certificate to 791COOP and any participant using the vendor’s award. See Section VIII.B for insurance minimums.

7. New Services and Disciplines: New transit services and technology solutions that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the pricing structure of other products and services. Vendor may replace or add service lines to an existing contract if the line is replacing or supplementing services on contract, is superior to the original offerings, is priced in a similar or more competitive manner, and/or meets the requirements of the original solicitation. No services may be added to avoid competitive procurement procedures. 791COOP may reject any additions, without cause.

8. Shipping: Shipping and delivery costs should be included in the pricing proposal or separately itemized. Pricing may include delivery at no additional cost if that is the vendor’s standard business practice. Freight charges for equipment and materials shall be passed through at actual cost unless otherwise stated.

9. Price Matching: The Vendor will match or lower any pricing of comparable contracts with similar volume or similar Cooperative. Volume discounts may be extended to agencies as the volume of the program grows over time.

10. Price Floors Prohibited: The Vendor agrees to honor pricing and will not have “Floors” in their pricing. This includes fixed prices and discounts off published rate schedules.

11. Price Revisions: The Vendor agrees it may revise line item pricing no more than twice per year. The Vendor may also request price adjustments quarterly based upon the U.S. BLS Consumer Price Index. 791COOP may deny or reduce price adjustments based on combined price increases and the cumulative CPI over 12 months.

12. P-Card Purchases: Vendors that have storefronts or online portals shall have a process to register an entity's purchasing cards (P-Cards) to ensure the entity is getting the contract price or the listed price, whichever is lower.

13. Ownership Changes: Vendor will notify 791COOP of any changes in ownership and will notify any entity requesting this information. Vendor may request 791COOP sign a non-disclosure agreement regarding the ownership change until such change is complete.

14. Financial Changes: Vendor will notify 791COOP of any financial changes including changes in debt ratings. Vendor will notify 791COOP of any supplier putting credit holds upon the vendor and the reason for such hold. Vendor may request 791COOP sign a non-disclosure agreement regarding this matter.

15. Financial Disclosures: Publicly held companies shall provide the most recent SEC Financial filing. Privately held companies shall provide access to review their Financial Statements upon request by 791COOP.

16. Reference Updates: Vendor agrees to promptly update contact information for references upon request by 791COOP.

17. Felony Conviction Notice (Required in Texas): Per Texas Education Code §44.034, a person or business entity that enters into an agreement with a school district must give advance notice if the person or an owner or operator of the business entity has been convicted of a felony. The Felony Conviction Notice form is posted on 791 Coop and must be uploaded with the response. Failure to complete this form will result in a 5-business-day cure period before being deemed non-responsive.

18. References: The proposal response must contain a minimum of five (5) references from government or public sector customers (e.g., cities, counties, K–12 school districts, colleges/universities, special districts, law enforcement agencies). In addition to the entity name, include a contact name, valid email address, and phone number. See Exhibit A — Reference Sheet.

19. Vendor Certifications: Applicable D/M/WBE, HUB, and professional industry certifications may be uploaded to the Response Attachments section. Whether or not the vendor holds these certifications has no bearing on the evaluation score, but this information is collected for participant use.

20. Federal Forms and Certifications: There is a form required by Federal Regulation when federal funds are expended by a participant. Vendors must complete all requested forms agreeing to comply with regulations. This document is listed as a bid attachment in 791 Coop. Vendors choosing to wait until notification of pending award will be given no more than 5 business days to complete and return.

21. Certifications of Offeror: The Certifications of Offeror signature page must be submitted and signed. Exhibits must also be completed, signed, and uploaded. If the proposer has deviations to any documents, the vendor must identify them under Exhibit

C — Exceptions to Terms, Conditions, and Specifications Form, with the requested language to negotiate with 791COOP.

22. 791COOP Vendor Agreement: This agreement may be found in the RFP Attachments section on 791 Coop. If the proposer has deviations, the vendor must identify them under Exhibit C with the requested language to negotiate. Leave the 791COOP Vendor Agreement unsigned; upon agreement to negotiated terms and conditions, both parties shall sign the revised Vendor Agreement.

23. Warranty Documentation: Warranty terms, service level agreements, and product guarantee documentation should be scanned and uploaded to the Response Attachments — WARRANTY section.

VIII. TERMS AND CONDITIONS

1. Exclusivity: Any award under this solicitation is not exclusive, and 791COOP reserves the right to multi-award or not award. 791COOP reserves the right to solicit the same or similar categories again for additional awards during the life of an existing agreement if 791COOP decides it is in the best interest of participants.

2. Confidentiality of Proposal: If you believe part of your proposal is confidential and not subject to the Public Information Act (Texas Government Code, Chapter 552), complete the Confidential Information Claim Form to make that declaration. Read it carefully.

3. Best and Final Offer: 791COOP, in its sole discretion, may request a Best and Final Offer from all Offerors in the competitive range. Vendors may lower prices at any time during the agreement period. Vendor's initial proposal will be deemed their final offer if no BAFO is requested by 791COOP.

4. Non-Responsive Proposals: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration. IF YOUR PROPOSAL FAILS TO MEET ANY OF THE DESIGNATED REQUIRED SPECIFICATIONS, YOUR PROPOSAL SHALL BE DEEMED NON-RESPONSIVE AND WILL NOT BE EVALUATED FURTHER OR CONSIDERED FOR AWARD.

5. Deviations and Exceptions: Deviations or exceptions stipulated as non-negotiable in the response by the proposer may result in disqualification if they are not acceptable to 791COOP.

6. Estimated Quantities: Because 791COOP cannot accurately anticipate which participants will utilize the awarded agreements due to the thousands of participants and different government entity types, 791COOP makes no guarantee or commitment of any kind concerning quantities or usage of agreements resulting from this solicitation.

7. Conditions of Agreement: The terms and conditions of this solicitation shall control in the order that best serves the 791COOP participant needs; deciding the controlling order is at the sole discretion of 791COOP. The terms and conditions shall be incorporated by reference in a resulting agreement unless expressly agreed otherwise by the parties in writing.

8. Name Brands: If specific licensure or certification brands are referenced, other credentials of equal or similar type and standing may also be represented and will be considered. 791COOP wants pricing in a fixed price or a discount off published rate schedule, or both if applicable.

9. Evaluation: 791COOP will evaluate best value by rating the proposals submitted by the vendors. The point score received will be the weighted score used to determine awarded vendors. See the Evaluation Criteria in Section IV.

10. Limitation of Liability — Waiver: BY SUBMITTING A PROPOSAL, OFFEROR EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH 791 PURCHASING COOPERATIVE, CTCOG, ITS DIRECTORS, OFFICERS, TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH: (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF AN AGREEMENT, IF ANY.

11. Reservation of Rights: 791COOP expressly reserves the right to: (a) Reject or cancel any or all proposals; (b) Waive any defect, irregularity, or informality in any proposal or solicitation procedure, provided the waiver is equally applied to all Offerors; (c) Reissue a Solicitation; (d) Consider and accept an alternate proposal when most advantageous to 791COOP and its participants; (e) Terminate the agreement for cause or for convenience with thirty (30) days written notice; (f) Procure any items or services by other means at the sole discretion of 791COOP or its participants.

12. Supplemental Agreements: The 791COOP Participant entity and the awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement. Any supplemental agreement is exclusively between the participating entity and awarded vendor. 791COOP permits participants to negotiate additional terms with the Vendor for the provision of goods or services under the Vendor's 791COOP Agreement.

13. Survival Clause: All applicable agreements, contracts, service agreements, warranties, or service level agreements entered into between Vendor and 791COOP or any participant under this Agreement shall survive the expiration or termination of this Agreement. All orders and purchase orders accepted by the Vendor prior to expiration or termination shall survive, subject to previously agreed terms.

14. Novation: If an awarded vendor sells or transfers all assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name will not change the Agreement obligations of the awarded vendor.

15. Licenses: Awarded vendor shall maintain in current status all federal, state, and local licenses, bonds, and permits required for the operation of the business, including all applicable professional licenses, certifications, and credentials. 791COOP and its participants reserve the right to stop work and/or cancel the Agreement of any awarded vendor whose license(s) expire, lapse, are suspended, or terminated, subject to a 30-day cure period unless prohibited by applicable statute or regulation.

16. Disclosures: Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this contract.

A. Limitations of the Solicitation and Use of Awarded Agreements by Participants

Depending on different entities' and jurisdictions' laws and regulations, participants may be prohibited from participating in one or more of the 791COOP agreements. 791COOP has no control over those legal restrictions and does not warrant that a participant entity will be able to utilize a 791COOP awarded agreement.

B. Insurance Requirements

1. Contractor's Commercial General Liability Insurance: Contractor shall purchase and maintain insurance protecting against claims for bodily injury, death, property damage, and personal injury arising from Contractor's operations. Coverage must include: independent contractors, products/completed operations, contractual liability, broad form property damage, and personal injury.

2. Contractor's Professional Liability Insurance: Contractor shall purchase and maintain professional liability (errors and omissions) insurance covering all professional services, system design, consulting, and technical work performed under this contract. Coverage must be maintained at all times during the contract period and for a minimum of two (2) years following contract termination.

3. Workers' Compensation and Employer's Liability: Contractor shall comply with the Workers' Compensation Act and maintain Workers' Compensation and Employer's Liability Insurance in accordance with applicable state laws and regulations.

4. Coverage Limits:

a. Commercial General Liability: Combined Single Limit of $1,000,000 per occurrence; $2,000,000 aggregate.

b. Professional Liability / Errors & Omissions: $1,000,000 per occurrence; $3,000,000 aggregate.

c. Workers' Compensation: Per applicable statutes. Employer's liability per the applicable State or $1,000,000.

d. Umbrella Liability: $1,000,000 per occurrence in excess of all primary limits.

5. All proposals shall include a valid Certificate of Liability Insurance showing CTCOG, 791 Purchasing Cooperative, and individual 791 Purchasing Cooperative participants (if requested) as certificate holders.

IX. CERTIFICATIONS OF OFFEROR

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I have noted any exceptions to the RFP in my organization's response. I acknowledge that I have read and understand the requirements and provisions of the Request for Proposal and that the organization will comply with all applicable local, state, and federal regulations and directives in the implementation of this Contract.

I also certify that I have read and understood all sections of this Request for Proposals and will comply with all the terms and conditions as stated. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Name of Organization/Contractor(s):	**Name of Authorized Representative:**
Signature of Authorized Representative (REQUIRED):	**Title of Authorized Representative:**
Date:	**Email Address:**

EXHIBIT A — REFERENCE SHEET

Provide a minimum of five (5) references from government or public sector entities (cities, counties, K–12 school districts, colleges/universities, special districts, law enforcement agencies, etc.). A valid email address is required for each reference.

Entity Name	City and State	Contact Person	Email (REQUIRED)	Phone

Name of Organization/Contractor(s):
Signature of Authorized Representative (Required):
Title of Authorized Representative:
Date:

EXHIBIT B — VENDOR PROFILE QUESTIONNAIRE

Required for evaluation of proposals. Failure to complete may result in your firm's response being deemed Non-Responsive.

Provide responses to the following questions addressing your company's operations, organization, structure, and processes for providing transit services and technology solutions. Also provide a Cover Letter summarizing your response to this proposal request.

1. Minority/Women Business Enterprise

Vendor certifies that its firm is a M/WBE: ☐ Yes ☐ No

Please include any copies of SBA, HUB, MWBE, Veteran, or any other applicable certification.

2. Certification of Residency (Required by the State of Texas)

Company submitting bid is a resident bidder: ☐ Yes ☐ No

Vendor's principal place of business is in the city of __________________ State of __________

3. Felony Conviction Notice (Required by the State of Texas)

☐ A publicly held corporation; therefore, this reporting requirement is not applicable.

☐ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony (attach detailed explanation):

4. Pricing Information

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future service introductions at prices proportionate to the proposed rate schedule: ☐ Yes ☐ No

If No, attach a statement detailing how pricing for 791COOP participants would be calculated.

Additional discounts for purchase of a guaranteed quantity or volume commitment: ☐ Yes ☐ No

5. Transit Services Experience

Describe the type(s) of transit services and technology solutions your company has provided to public sector clients. If your company has recently entered this market by acquiring an established business or has documented prior success in this or a closely related category, provide written verification.

6. Processing Information

Company billing address where the invoice for the participation fee will be sent by 791COOP:

Contact Person & Title:	
Company:	
Address:	
City, State, Zip:	
Phone / Fax:	
Email:	

Contact person responsible for processing and confirming all purchase orders sent by 791COOP:

Contact Person & Title:	
Address:	
City, State, Zip:	
Phone / Fax:	
Email:	

7. Additional Company Questions

7. Provide your company's Dun & Bradstreet (D&B) number.

8. Define your standard terms of payment.

9. Describe your company's relevant market and your position within it.

10. Describe the scope of sales/field support available to government entities and school districts.

11. Describe training opportunities your company makes available to school districts and government entities for system operation and end-user training.

12. Describe your Customer Service Department (hours of operation, service centers, number of technical support staff, etc.). Clarify whether service technicians are employees of your company or a network of subcontractors.

13. Describe how your company handles after-hours or emergency service and support needs.

14. Indicate your response time to urgent service or repair requests.

15. Describe your ability to provide emergency repair or replacement equipment within 24-48 hours.

16. Does your company offer a dedicated 800 number for all locations to place service requests? Is the call center available 24 hours/7 days a week?

17. List the dollar sales volume your company completes in the government and education transit services and technology sector annually.

18. Is your invoice available for review online? ☐ Yes ☐ No

19. Can billing be formatted to clients' needs? ☐ Yes ☐ No

20. How do you audit and ensure the accuracy of your billing?

21. Is your company willing to accept a cutoff of invoices not submitted within a 90-day or 120-day period? ☐ Yes ☐ No

Name of Organization/Contractor(s):
Signature of Authorized Representative (Required):
Title of Authorized Representative:
Date:

EXHIBIT C — EXCEPTIONS TO TERMS, CONDITIONS, AND SPECIFICATIONS

Any exceptions to the Terms, Conditions, Specifications, or Bid Forms contained herein shall be noted in writing and included with the bid submittal. If there are no exceptions, write "N/A" and sign.

Page #	Paragraph #	Term, Condition, or Specification	Exception Requested
Name of Organization/Contractor(s):			
Signature of Authorized Representative (Required):			
Title of Authorized Representative:			
Date:			

APPENDIX — FEDERAL FORMS AND CERTIFICATIONS

The following standardized federal and state forms are incorporated by reference into this solicitation and must be completed, signed, and uploaded with the proposal response as directed in the 791 Coop eBid System:

- 2 CFR Part 200 Contract Provisions (use solicitation number #791202603004 on all header references)
- Antitrust Certification Statements (Texas Government Code §2155.005)
- Child Support Affidavit
- Felony Conviction Notice
- Conflict of Interest Questionnaire — Form CIQ
- Disclosure of Lobbying Activities — Standard Form LLL
- Anti-Collusion Affidavit
- Texas Education Code Chapter 22 — Contractor Certification for Contractor Employees
- CTCOG/Region 15 ESC/791COOP Proposer/Vendor Certification Forms (Terrorist Organizations, Israel Boycott, Employment Assistance Prohibited)
- Certificate of Residency
- Prohibition of Contracts with Companies Boycotting Israel
- Certificate of Interested Parties — Form 1295

Consolidated Certification Form

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. Trafficking in Persons
8. False or Fraudulent Statements or Claims
9. Disadvantaged Business Enterprises (DBE)
10. Fly America
11. Americans with Disabilities Act (ADA) Access
12. Special Notification Requirements for States
13. Safe Operation of Motor Vehicles
14. Federal Tax Liability and Recent Felony Convictions
15. Program Fraud and False or Fraudulent Statements and Related Acts
16. Prompt Payment
17. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
18. Conformance with Intelligent Transportation Systems (ITS) National Architecture
19. Severability

Award Exceeding $10,000

20. Terminating the Contract
21. Solid Wastes

Award Exceeding $25,000

22. Debarment and Suspension
23. Resolution of Disputes, Breaches, or Other Litigation

☐ **Award Exceeding $50,000**

24. Contracting with the Enemy

☐ **Award Exceeding $100,000**

25. Lobbying Restrictions

☒ **Award Exceeding $150,000**

26. 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.

C. The Recipient will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.

D. The Recipient agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts, and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

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 Recipient agrees to apply these Federal Civil Rights laws and regulations apply to all contracts.

A. <u>Federal Equal Employment Opportunity (EEO) Requirements</u>. 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. Trafficking in Persons

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

A. Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

B. Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

C. Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

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 contractor 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).

In accordance with 49 C.F.R. § 26.29(a)., Prime contractors agree 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 using direct federal funds, and no later than 10 days from receipt of payment the recipient makes to the prime contractor using state or federal funds pass-through the Texas Department of Transportation (TxDOT) per TxDOT policy.

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.

13. Safe Operation of Motor Vehicles

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

14. Federal Tax Liability and Recent Felony Convictions

A. The contractor certifies that it:

I. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

II. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third-Party Agreement with the Third-Party Participant without FTA’s written approval.

B. Flow Down

I. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

15. Program Fraud and False or Fraudulent Statements and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

16. Prompt Payment

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. Per Texas Department of Transportation (TxDOT) policy, the 30-day payment window is reduced to 10-days from receipt of payment when the contractor is using state or federal funds pass-through TxDOT to reimburse subcontractors. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed. The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

17. Prohibition on certain telecommunications and video surveillance services or equipment

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

A. Procure or obtain;

B. Extend or renew a contract to procure or obtain; or

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

E. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

D. Telecommunications or video surveillance services provided by such entities or using such equipment.

E. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

18. Conformance with ITS National Architecture

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

19. Severability

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

Awards Exceeding $10,000

20. Termination

A. Termination for Convenience

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

B. Termination for Default [Breach or Cause

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only 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 Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

C. Opportunity to Cure

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] 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 Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

D. Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

21. Solid Wastes

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Awards Exceeding $25,000

22. 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.

23. 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:

Awards Exceeding $50,000

24. 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

25. 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.

Name of Company	**Printed Name of Person Completing Form**
Date	**Signature**

Awards Exceeding $150,000

26. Environmental Protection (Clean Air and Clean Water)

The Recipient agrees to comply with the regulations within the Clean Air Act (42 U.S.C. §§ 7401 - 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 - 1388), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 - 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 - 1388). Violations must be reported to the 64 Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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
19. Energy Company Boycotts
20. Firearm Entities and Trade Association Discrimination

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 of 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.

19. §2274.002 Energy Company Boycotts

If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

20. §2274 Firearm Entities and Trade Association Discrimination

If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

21. §2252.908, 2254.032, 2261.252(b) No Conflict of Interest

Respondent represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

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

☒ 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

2a. Federal Rolling Stock Related Clauses

A. Cargo Preference

B. Bus Testing Certification

C. TVM Certifications

D. Pre-Award and Post-Delivery Audits

E. Federal Motor Vehicle Safety Standards (FMVSS)

☐ **Awards Exceeding $100,000**

F. Contract work Hours and Safety Standards Act (contracts only over 100K)

☒ **Awards Exceeding $150,000**

G. Buy America $150,000

A. Cargo Preference

The Recipient agrees to comply with the shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 C.F.R. part 381.

B. Bus Testing Certification

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR 665 and shall perform the following:

I. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.

II. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

III. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

IV. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Altoona Test Certification (Check one of the following):

☐ The vehicle has been Altoona tested, report number: ______________________

☐ The vehicle is exempt from testing IAW 49 CFR 665.

☐ The vehicle is currently being tested at Altoona.

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

C. TVM Certification

The vendor will provide products compliant with 49 CFR 26.49 by submitting a Disadvantaged Business Enterprises (DBE) Certification certifying the vehicle manufacturer complied with all DBE program requirements listed under 49 CFR 26.

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

D. Pre-Award and Post-Delivery Audits

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

E. Federal Motor Vehicle Safety Standards (FMVSS) Certification

Any vehicles provided by the vendor will comply with all applicable FMVSS certification. The vendor shall submit:

I. Manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS; or

II. Manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

FMVSS Certification	
Name of Company	Printed Name of Person Completing Form
Date	Signature

Awards Exceeding $100,000

F. Contract work Hours

The Recipient agrees that all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Awards Exceeding $150,000

G. Buy America

Except as the Federal Government determines otherwise in writing, the Recipient agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidance of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with 49 U.S.C. § 5323(j);

Buy America (Check where Applicable):

☐ The vendor or offeror hereby certifies it will comply with the requirements of 49 USC 5323(j) and the applicable regulations in 49 CFR 661, providing Buy America compliant manufactured goods or rolling stock.

☐ The vendor or offeror cannot comply with the requirements 49 USC 5323(j), but may qualify for an exception to the requirement pursuant to the regulations in 49 CFR 661.

Buy America Certification	
Name of Company	Printed Name of Person Completing Form
Date	Signature

Rolling Stock Certification

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. Vendors are certifying by reference the entire list FTA's current fiscal year Certifications and Assurances (for fiscal year ________), and shall download at:

https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances.

Name of Company	Printed Name of Person Completing Form
Date	Signature

2b. State of Texas Required Clauses: Rolling Stock

A. Dispute Resolution

B. Sale or Lease of Motor Vehicles

A. §2260.004 Gov't Code Dispute Resolution

The Recipient agrees to the dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute under this Agreement.

B. Occupations Code, Chapter 2301 – Sale or Lease of Motor Vehicles §2301.252

I. A person may not engage in the business of buying, selling, or exchanging new motor vehicles unless the person:
   a. Holds a franchised dealer's license issued under this chapter for the make of new motor vehicle being bought, sold, or exchanged; or
   b. Is a bona fide employee of the holder of a franchised dealer's license.

II. For purposes of this section:
   a. The make of a conversion is that of the chassis manufacturer;
   b. The make of a motor home is that of the motor home manufacturer;
   c. The make of an ambulance is that of the ambulance manufacturer; and
   d. The make of a fire-fighting vehicle is that of the fire-fighting vehicle manufacturer.

Rolling Stock Certification

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with State of Texas funds.

Name of Company	Printed Name of Person Completing Form
Date	Signature

2 CFR PART 200 Contract Provisions
791 COOP SOLICITATION #791_2026_____

Required Federal contract provisions of Federal Regulations for Contracts. All of the following provisions apply to all vendors with 791 COOP members pursuant to this award **IF** the 791 COOP Member will expend Federal grant funds on this contract. Failure to agree with and properly provide completed and executed forms herein may render a 791 COOP member "out of compliance" with Federal regulations and means that they may not be allowed to expend Federal grant funds provided directly or indirectly on this contract procured under this agreement. If you choose not to complete and agree that you are not in compliance with the 2 CFR PART 200 Contract Provisions 791 COOP RFP, you agree to provide notice to any 791 COOP member that you are not in compliance with the regulations provided herein.

The following provisions are required to be in place and agreed IF the procurement is funded with federal funds such as child nutrition funds or others as applicable. The clauses are effective as applicable to the specific contract.

The Central Texas Council of Governments (CTCOG)/791 COOP is the subgrantee or subrecipient by definition. The federal rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards 2 CFR PART 200.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Breach of Contract Remedies. Contracts for more than the simplified acquisition threshold, currently set at $350,000 (the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. 1908), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

> Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by CTCOG/791 COOP, CTCOG/791 COOP reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES ________ Initial of Authorized Company Official ________

(B) Termination for Cause and for Convenience. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000.)

> Pursuant to Federal Rule (B) above, when federal funds are expended by CTCOG/791 COOP and any 791 COOP member contracting with an awarded vendor pursuant to this award, CTCOG/791 COOP and any such 791 COOP member reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days to cure the causal breach of terms and conditions. CTCOG/791 COOP reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days' notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of CTCOG/791 COOP. Any award under this procurement process is not exclusive and the 791 COOP member reserves the right to

purchase goods and services from other vendors when it is in the best interest of the 791 COOP member.

Does vendor agree? YES ________ Initial of Authorized Company Official ________

(C) Equal Employment Opportunity. Federal contractors and subcontractors must comply with all applicable Federal anti-discrimination laws, including but not limited to Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq.), as amended. Note: Executive Order 11246 (Equal Employment Opportunity), which previously imposed affirmative action obligations on federal contractors, was revoked by Executive Order 14173, “Ending Illegal Discrimination and Restoring Merit-Based Opportunity” (90 FR 8633, January 21, 2025). Contractors remain subject to all applicable Federal statutory anti-discrimination requirements, including Title VII, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans’ Readjustment Assistance Act (VEVRAA). For all construction contracts awarded in excess of $10,000, the equal opportunity clause requirements at 41 CFR Part 60 apply to the extent such regulations remain in effect and have not been superseded.

Pursuant to Federal Rule (C) above, when federal funds are expended by CTCOG/791 COOP, for all contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award resulting from this procurement process, the vendor will be in compliance with all applicable Federal anti-discrimination laws, including Title VII of the Civil Rights Act of 1964, Section 503 of the Rehabilitation Act of 1973, and VEVRAA, as applicable.

Does vendor agree? YES ________ Initial of Authorized Company Official ________

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

Pursuant to Federal Rule (D) above, when federal funds are expended by CTCOG/791 COOP for construction contracts, the proposer certifies that during the term of an award resulting from this procurement process, the vendor agrees to comply with all applicable Davis-Bacon Act requirements, as applicable.

Does vendor agree? YES ________ Initial of Authorized Company Official ________

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by CTCOG/791 COOP, the proposer certifies that during the term of an award resulting from this procurement process, for construction contracts awarded by grantees and subgrantees, the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES ________ Initial of Authorized Company Official ________

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by CTCOG/791 COOP, the proposer certifies that during the term of an award resulting from this procurement process, the vendor agrees to comply with the requirements of 37 CFR Part 401 as applicable.

Does vendor agree? YES ________ Initial of Authorized Company Official ________

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardee to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by CTCOG/791 COOP, CTCOG/791 COOP requires that the proposer certify that during the term of an award resulting from this procurement process, the vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act, as amended.

Does vendor agree? YES ________ Initial of Authorized Company Official ________

(H) Compliance with Environmental Standards. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7414), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000.)

Pursuant to Federal Rule (H) above, when federal funds are expended by CTCOG/791 COOP, CTCOG/791 COOP requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act, section

508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

Does vendor agree? YES ________ Initial of Authorized Company Official ________

(I) Procurement of Recovered Materials — 2 CFR § 200.323. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
Does your company comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act?

YES or NO ________

Proposer's signature below affirms that they are authorized to answer the questions in this section entitled, "Required Federal contract provisions of Federal Regulations for Contracts for contracts with CTCOG/791 COOP" for the proposing company.

Company Name:	
Print Name of Authorized Representative:	
Signature of Authorized Representative:	
Date:	

Exhibit A

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion — Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 200, Section 200.214, Suspension and Debarment. The regulations were published as part of the Supercircular, codified at 2 CFR Part 200.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name:	
PR/Award Number or Project Name:	
Name of Authorized Representative:	
Title:	
Signature:	
Date:	

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant 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,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded” as used in this clause have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from that covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM.gov).

8. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Non-Discrimination Statement and Certification

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

Note: This Non-Discrimination Statement is specifically applicable to USDA-funded programs (e.g., child nutrition). For procurements funded by other Federal agencies, the applicable non-discrimination requirements of that agency and the general requirements of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Americans with Disabilities Act shall apply.

USDA is an equal opportunity provider, employer, and lender.

I certify that in the performance of a contract with CTCOG/791 COOP or its members, our company will conform to the foregoing anti-discrimination statement and comply with the cited laws and regulations.

Company Name:	
Print Name of Authorized Representative:	
Signature of Authorized Representative:	
Date:	

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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, 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 any 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization:	
Name/Title of Submitting Official:	
Signature:	
Date:	

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Standard Form LLL (SF-LLL) — Approved by OMB 0348-0046

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance

2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award

3. Report Type: a. initial filing b. material change (For Material Change Only: year ___ quarter ___ date of last report ___)

4. Name and Address of Reporting Entity: _________________________________

Prime [ ] Subawardee [ ] Tier ___, if known. Congressional District, if known: ___

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: _________________________________

6. Federal Department / Agency: _________________________________

7. Federal Program Name / Description: _________________________________ CFDA Number, if applicable: ___

8. Federal Action Number, if known: _______________

9. Award Amount, if known: $ _______________

10a. Name and Address of Lobbying Entity: _________________________________

10b. Individuals Performing Services: _________________________________

11. Amount of Payment: $ ___ [ ] actual [ ] planned

12. Form of Payment: [ ] a. cash [ ] b. in-kind; specify: ___

13. Type of Payment: [ ] a. retainer [ ] b. one-time fee [ ] c. commission [ ] d. contingent fee [ ] e. deferred [ ] f. other; specify: ___

14. Brief Description of Services Performed or to be Performed: _________________________________

15. Continuation Sheet(s) SF-LLL-A attached: [ ] Yes [ ] No

16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _______________

Print Name: _______________

Title: _______________

Telephone No.: _______________

Date: _______________

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee,” then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency).

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

2 CFR PART 200 Contract Provisions
791 COOP SOLICITATION #791_2026_____

Federal Requirements for Procurement and Contracting with Small and Minority Businesses, Women's Business Enterprises, Veteran-Owned Businesses, and Labor Surplus Area Firms

The Central Texas Council of Governments and 791 COOP anticipate possibly using federal funds for procurement under this potential award and are required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful?

YES or NO ________

2. If yes, do you agree to comply with the following federal requirements?

YES or NO ________

2 CFR § 200.321 Contracting with small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name:	
Print Name of Authorized Representative:	
Signature of Authorized Representative:	
Date:	

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND 791 COOP IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), **you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name**
"CONFIDENTIAL" and upload with your proposal submission. (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) CENTRAL TEXAS COUNCIL OF GOVERNMENTS and 791 COOP will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by CENTRAL TEXAS COUNCIL OF GOVERNMENTS and 791 COOP is confidential and exempt from public disclosure.

I DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to CENTRAL TEXAS COUNCIL OF GOVERNMENTS and 791 COOP. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

____

Name of company claiming confidential status of material

____

Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

____

Address City State ZIP Phone Attached are copies

of________________________pages of confidential material from our proposal

---

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 15 and 791 COOP.

____

Name of company expressly waiving confidential status of material

____

Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

____

Address City State ZIP Phone

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name ______________________________

Address ______________________________

City/State/Zip ______________________________

Phone No. ______________________________

Fax No. ______________________________

Email address ______________________________

Printed name: ______________________________

Position title: ______________________________

Authorized signature: ______________________________

Date: ____________________

CHILD SUPPORT AFFIDAVIT

“Under Texas Family Code, Section 231.006, the following applies to all contracts to provide property, materials, or services paid from state funds.

(a) A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services.

(b) “Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate.”

(c) “The vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible.”

To comply with Section 231.006, the affidavit attached to the RFP must be signed by the person who is authorized to sign and submit a bid, and thereby bind this bidder, and it must be returned with the bid packet.

A FAILURE TO SIGN AND RETURN THIS AFFIDAVIT WITH THE BID WILL RESULT IN THE DISQUALIFICATION OF THE BID.

I, ______________________________ am authorized to sign this bid on

behalf of ____ ,

(Name and Title)

____ ,

(Name of Bidder)

A ____ .

(type of business: sole proprietorship, partnership, corporation, or other)

I certify that no ______________________________________

(sole proprietor for sole proprietorship, or partner for partnership, or majority shareholder for a corporation, or 25% or more owner for other entity)

is 30 days or more delinquent in child support payments required by court order or written repayment agreement.

Date: ________________________ Signature: ____

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: ____

Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: ____

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: ____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): ____

Details of Conviction(s): ____

Signature of Authorized Company Official: ____

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or **Region 15 ESC/791 COOP** must give advance notice to the district or **Region 15 ESC/791 COOP** if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date 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.**

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.**

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?

☐ Yes ☐ No

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?

☐ Yes ☐ No

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 ☐ 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

Signature of vendor doing business with the governmental entity 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.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

ANTI-COLLUSION AFFIDAVIT

STATE OF)

COUNTY OF)

____________________, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contact pursuant to this bid.

____
Signed

Subscribed and sworn before me this___day of__________________________, 20___.

Notary Public (or Clerk or Judge) ____

My commission expires ____

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: *Covered employees:* Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. *Disqualifying criminal history:* Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:
(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of.____("Contractor"), I certify that

[check one below]:

[ ] None of the employees of Contractor and any subcontractors are *covered employees,* as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become *covered employees.* Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

[ ] Some or all of the employees of Contractor and any subcontractor are *covered employees.* If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 businessdays.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Company name____

Printed name of Company Representative:____

Signature_______________________________________.Date__________________

For additional information on how to comply with this statute, please email admin@791COOP.org .

CTCOG/791 COOP

PROPOSER/VENDOR CERTIFICATION FORMS

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

_______Initials of Authorized Representative of Vendor

CERTIFICATION REGARDING BOYCOTTING OF ISRAEL

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies", boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include 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 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.

_______Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION REGARDING EMPLOYMENT ASSISTANCE PROHIBITED

Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of Region 15 ESC/791 COOP or of any other school district in obtaining a new job if the Vendor knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

_______Initials of Authorized Representative of Vendor

TO BE SIGNED AND RETURNED

CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary to determine the residency of its offerors. In part, this law reads as follows:

Section: 2252.001

(3) Non-resident bidder' refers to a person who is not a resident.

(4) Resident bidder's refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002 A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

(Name and address of Company Bidding)

____

____

is, under Section: 2252.001 (3) and (4), a

My principal place of business under Tex. Gov't Code, Section: 2252.001 (3)

and (4), is in the city of____________________in the state of________________________________

If **NOT** a resident company of the State of Texas, does your company employee 500 or more people within the State of Texas.

YES___________ NO__________

Signature of Authorized Company Representative ____

Print Name ____

Title____Date ___________

Prohibition of Contracts with Companies Boycotting Israel

This form must be completed and submitted with the bid/proposal

House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition of Contracts with Companies Boycotting Israel.

Effective September 1, 2017, a state agency and a political subdivision (which includes a transportation authority) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

“Boycott Israel” is defined to mean 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.

“Company” is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

“I, ___________________ (Name of certifying official), the _____________ (title or position of certifying official) of ___________________ (name of company), does hereby verify on behalf of said company to the 791 COOP that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code **Section 2271.001**) during the term of this contract.

____

Signature of Certifying Official

Title: _______________________________

Date: _______________________________

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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.

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

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.** ☐

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)

____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY