



## REQUEST FOR PROPOSAL

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying SPECIFICATIONS are for your convenience in submitting an offer for the enclosed referenced products/services for:

### TRANSIT MANAGEMENT SERVICES

**CLOSING DAY AND TIME: Sealed proposals will be received no later than:**

**2:00 P.M. June 15, 2016**

**MARK ENVELOPE:  
"RFP # 1516-22 TRANSIT MANAGEMENT SERVICES"**

**RETURN PROPOSAL TO:**

**CITY OF LONGVIEW PURCHASING OFFICE  
PO BOX 1952  
LONGVIEW, TEXAS 75606**

**OR:**

**300 W. COTTON  
LONGVIEW, TEXAS 75601**

**QUESTIONS** regarding this solicitation should be directed to Jaye Latch at (903) 237-1324/ [jlatch@longviewtexas.gov](mailto:jlatch@longviewtexas.gov) or Karrie Rodgers at (903) 237-1322/ [krodgers@longviewtexas.gov](mailto:krodgers@longviewtexas.gov) on or before 5:00 P.M. CST, May 27, 2016. Information in response to any inquiry may be published as an addendum. Addenda can be found on the City of Longview website: [longviewtexas.gov/bids](http://longviewtexas.gov/bids).

Name of firm submitting proposal: \_\_\_\_\_

# REQUEST FOR PROPOSAL

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a "Sealed Proposal". Be sure to include the name of the company submitting the proposal.

**SEALED RFP ● DO NOT OPEN**

**TRANSIT MANAGEMENT SERVICES**

**RFP No. 1516-22**

**RFP OPENING: June 15, 2016 @ 2:00 p.m. CST**

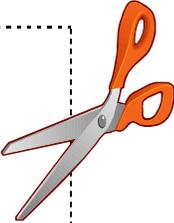
**For Information Contact:**

**Jaye Latch**  
**(903) 237-1324**  
[jlatch@longviewtexas.gov](mailto:jlatch@longviewtexas.gov)

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

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

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



**Proposals must be addressed to:**

**Jaye Latch**  
**Purchasing Manager**  
**PO Box 1952**  
**Longview, TX 75606**

or

**Jaye Latch**  
**Purchasing Manager**  
**300 W Cotton St**  
**Longview, TX 75601**

# REQUEST FOR PROPOSALS

## RFP Cover Page

Issue Date: May 12, 2016

Title: 1516-22 - Transit Management Services

Issuing and Using Agency: City of Longview  
Attn: Purchasing Manager  
P.O. Box 1952  
Longview, Texas 75606

### Overview:

The City of Longview seeks proposals from qualified Firms for the provision of professional transit management services. The agreement will have an initial term of five years and an option period of five additional years. The City of Longview wishes to engage a firm to provide for the day-to-day management of the transit system using a Resident General Manager and/or Management Team under the direction of the City of Longview City Manager's office.

Proposals for furnishing the services described herein will be received until **2:00 pm (CDT) on June 15, 2016**. All proposers may be present for the proposal opening. There will be no public reading of the proposals.

Proposals may be mailed or hand delivered to:

City of Longview Purchasing Division  
300 W. Cotton Street (US Mail P.O. Box 1952, 75606)  
Longview, Texas 75601

Proposals received in the City Purchasing Office after the submission deadline will be considered void and unacceptable. The City of Longview is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office will be the official time of receipt.

All inquiries for information shall be in writing and be directed to: City of Longview Purchasing Manager at the address listed above, or by phone at (903) 237-1324 or email at [jlatch@longviewtexas.gov](mailto:jlatch@longviewtexas.gov) or [krodgers@longviewtexas.gov](mailto:krodgers@longviewtexas.gov).

### Offer Statement and Business Information

In compliance with this Request for Proposals, and to all conditions imposed therein, and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods/services described herein in accordance with the attached signed proposal, or as mutually-agreed upon in writing signed by both parties pursuant to subsequent negotiation. I hereby certify that the foregoing proposal has not been prepared in collusion with any other offeror or other persons engaged in the same line of business prior to the official receipt of this proposal.

Name of Firm:	_____	Date:	_____
Street:	_____	By:	_____
			(Name printed in Ink)
City:	_____	Name:	_____
			(Signature)
Telephone:	( ) _____	Title:	_____
Fax Number:	( ) _____	Email:	_____
		Address:	_____
Addenda		Initial:	_____
Acknowledged/Numbers:	_____		

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TxDOT Assurances - Form PTN 130

## DEFINITIONS OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine, and neuter of the words and terms.

Acceptance or Accepted: Written, signed documentation of City of Longview's determination that the Firm's Work expressly specified therein has been completed in accordance with the Contract.

Addendum/Addenda: Written additions, deletions, clarification, interpretations, modifications, or corrections to the solicitation documents issued by City of Longview during the solicitation period and prior to contract award.

Administrative Change: Documentation provided by City of Longview to Firm, which reflects internal City of Longview procedures not affecting the Contract terms or Scope of Work.

Best and Final Offer: Best and Final Offer shall consist of the Proposer's revised proposal, the supplemental information, and the Proposer's Best and Final Offer. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last will govern.

Change Documentation: A written document agreed upon by Project Managers, which if it creates a material change to the Contract term or Scope of Work shall be executed as a Contract Amendment.

Change Order: Written order issued by City of Longview, with or without notice to sureties, making changes in the Work within the scope of this Contract.

Contract Amendment: A written change to the Contract, modifying, deleting or adding to the terms or Scope of Work, signed by both parties, with or without notice to the sureties.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between City of Longview and the Firm for completion of the Work.

Contract Period: The period of time during which the Contractor shall perform the Services or Work under the Contract.

Contract Price: The amount payable to the Contractor under the terms and conditions of the Contract for the satisfactory performance of the Services or Work under the Contract.

Contractor/Firm: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with City of Longview for the performance of Services or Work under the Contract. This term shall signify the vendor selected and under contract with City of Longview to provide paratransit transportation services.

Day: Calendar Day.

DBE: Disadvantage Business Enterprise.

DOT: The U.S. Department of Transportation.

Final Acceptance: The point when City of Longview acknowledges by signed writing that the Contractor has performed the entire Work in accordance with the Contract.

Federal Transit Administration (FTA): A branch of the U.S. Department of Transportation (USDOT) established to improve transportation throughout the nation. The FTA provides funding and assistance to local and regional transportation agencies, among various other programs.

Headway: The time interval between vehicles in a transit system moving in the same direction on a particular route.

Holidays: The official Transit Service holidays are: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. In addition, the City of Longview may direct a reduced level of services on unofficial holidays and during holiday periods.

LT: Longview Transit is the bus operation system for the City of Longview.

LTMI: Longview Transit Management, Inc. The corporation set up by the current transit management company to operate Longview Transit.

Person: Includes individuals, associations, firms, companies, limited liability companies, corporations, partnerships, and joint ventures.

Purchasing Manager: The individual designated by City of Longview, from time to time, to administer the Contract and be the Contractor's primary point of contact. The Procurement Administrator will approve orders, receipts, and invoices and document the Contractor's performance, but has no contracting authority. This Person may be the Project Manager.

Project Manager: The individual designated by City of Longview to manage the project on a daily basis, and who may represent City of Longview for Contract Administration. This Contract may be part of a larger City of Longview project.

Proposer/Bidder or Offeror: Individual, association, partnership, firm, company, corporation, limited liability company or a combination thereof, including joint ventures, submitting a bid/proposal to perform the work.

Provide: Furnish without additional charge.

Reference Documents: Reports, specifications, and/or drawings that are available to Proposers for information and reference in preparing bids, but not as part of this Contract.

RFP or Solicitation: Request for Proposals; also known as the solicitation document.

Responsive: Responsive means that the Proposer has complied in every way with all requirements of the RFP. A Responsive determination does not allow for discussion with Proposer. When the Proposal is received, it is either responsive or non-responsive based upon its own merits.

Scope of Work or Statement of Work (SOW): A section of the Request for Proposals consisting of written descriptions of services to be performed, or the goods to be provided, or the technical requirements to be fulfilled under this Contract.

Services: The furnishing of labor, time, or effort by a Contractor, but not involving the delivery of any specific manufactured goods.

Specifications or Technical Specifications: A Section of the Request for Proposals consisting of written descriptions of services to be performed, or the goods to be provided, or the technical requirements to be fulfilled under this Contract.

Submittals: Information that is submitted to the Procurement Administrator in accordance with the Scope of Work/Specifications.

Texas Department of Transportation (TxDOT) is an agency of the State of Texas responsible for transportation throughout the state. The TxDOT Public Transportation Division provides funding and technical assistance to local transit agencies in the state.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include all goods and services specified under this Contract, including Contract Amendments and settlements.

## SECTION 1 - INSTRUCTIONS TO PROPOSERS

### 1-1 Introduction

Longview Transit (LT) is the public transit system for the City of Longview. LT provides fixed-route and ADA complementary paratransit services within the city limits of Longview with a fleet of eight (8) fixed route buses and five (5) paratransit vehicles for a total of thirteen (13) vehicles.

LT is currently managed and operated by McDonald Transit Associates, Inc. (MTA) of Fort Worth, Texas as an independent contractor. MTA operates LT under the direction of the City of Longview City Manager. MTA formed Longview Transit Management, Inc. (LTMI), a wholly owned subsidiary of MTA, to facilitate delivery of public transportation services for the City of Longview. LTMI currently employs all transit personnel except the General Manager, who is employed by MTA. The General Manager serves as the chief operations officer of LT. MTA's current contract with the City of Longview will end on September 30, 2016.

Further explanation of the Longview Transit structure can be found in the Statement of Work, Section 2 of this document.

### 1-2 Purpose

City of Longview is requesting sealed proposals from qualified companies for the provision of professional transit management and technical support services. The agreement will have an initial term of five years and an optional renewal period of five additional years. The City of Longview wishes to engage a Firm to provide for the day-to-day management of the transit system using a Resident General Manager and/or a Resident Management Team under the direction of the City Manager's Office.

### 1-3 Proposal Submission

In a single, sealed package, the Proposer will submit one (1) unbound original technical proposal (Mark "Original" on this document), along with four (4) bound copies, and one (1) electronic flash drive of the technical proposal. One sealed envelope containing the cost proposal along with all complete affidavits and certifications. Mark "Cost Proposal" on the outside of this envelope. Oversize pages used for drawings or similar purposes are allowed. Each technical proposal copy will be bound together with the required RFP Cover Page and Vendor Checklist (Attachment A) on top. The package containing all originals and copies of all documentation must be clearly marked with the words "RFP #1516-22 Transit Management Services". A label has been provided in this document.

ALL COMPLETED CERTIFICATIONS AND ASSURANCES MUST BE CONTAINED IN THE PROPOSAL PACKAGE, INSIDE THE COST PROPOSAL ENVELOPE.

If no proposal is to be submitted, do not return the solicitation unless otherwise specified. A letter should be sent to the City of Longview Purchasing Manager advising whether future solicitations for the type of supplies or services covered by this solicitation are desired. Failure of the recipient to notify City of Longview that future solicitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by solicitations.

### 1-4 Postponement or Cancellation of Request for Proposals

City of Longview reserves the right to cancel, amend, or re-issue this RFP at any time, or change the date and time for submitting proposals, by announcing same prior to the date and time established for proposal submittal.

### 1-5 Proposal Signature

Each proposal shall include the RFP Cover Page signed by a person authorized to bind the Proposer to the terms of the Contract. Proposals signed by an agent are to be accompanied by evidence of that person's authority, unless such evidence has been previously furnished to City of Longview.

**1-6 Addenda**

Any interpretations, corrections or changes to this specification will be made by addenda. Sole issuing authority of addenda shall be vested in City of Longview Purchasing Manager. Addenda can be found on the City of Longview website [www.LongviewTexas.gov/Bids](http://www.LongviewTexas.gov/Bids). It is the responsibility of the proposer to obtain a copy of all addenda pertaining to this RFP. Addenda may also be obtained by calling the City of Longview purchasing office at 903-237-1324.

Receipt and review of Addenda by each Proposer must be acknowledged on the Cover Page. All addenda must be signed and returned with each Proposer's submittal.

**1-7 Procurement Schedule**

The projected schedule for this procurement is:

Issue Request for Proposals:	May 12, 2016
Non-Mandatory Pre-Proposal Conference and opportunity for site visit	May 25, 2016, 10:00 a.m. (CDT) 908 E., Pacific Ave, Longview, Texas 75602
Last day for Proposers to submit <b>written</b> questions, request deviations, or clarification no later than 5:00 pm (CDT)	May 27, 2016
Last day for the City to respond to Proposer's written questions, requested deviations, or clarification no later than 5:00 pm (CDT)	June 7, 2016
Proposals are due no later than 2:00 pm (CDT):	June 15, 2016
Evaluation of proposals (To include interviews)	June 15, 2016-July 6 2016
Optional. Interviews	July 7-8, 2016
Award by Council:	July 28, 2016
Anticipated start-up date:	September 30, 2016 or as agreed upon

**1-8 Pre-Proposal Conference**

There will be a non – mandatory pre-proposal conference and opportunity for site visit on May 25, 2016 at 10:00 am (CDT) at 908 E. Pacific Ave., Longview, TX 75602. At this meeting, Proposers will also be given the opportunity to familiarize themselves with all conditions that may affect the time or cost of performance. It is strongly recommended that Proposers submit questions in writing in advance or at the pre-proposal conference.

**1-9 Inquiries**

Questions may be submitted on or before the published deadline. The Proposer is required to show on all correspondence with City of Longview the following: "RFP # 1516-22 Transit Management Services". Any communication with City of Longview should be written and directed to: Purchasing Manager, City of

Longview, P.O. Box 1952, Longview, Texas 75606, or 300 W. Cotton Street, Longview, Texas 75601. Written communication may also be forwarded via facsimile to (903) 291-5323 or email to [jlatch@longviewtexas.gov](mailto:jlatch@longviewtexas.gov) or [krodgers@longviewtexas.gov](mailto:krodgers@longviewtexas.gov). Correspondence will not be accepted by any other party.

#### **1-10 Interpretation of RFP and Contract Documents**

No oral interpretations as to the meaning of the RFP will be made to any Proposer. Any explanation desired by a Proposer regarding the meaning or interpretation of the RFP, Scope of Work, etc., must be requested in writing on or before the published date. Any interpretation or change made will be in the form of an addendum to the RFP, Scope of Work, etc., as appropriate, and will be furnished as promptly as possible to all recorded holders of the RFP document and also posted on the City of Longview website, which can be accessed at [www.LongviewTexas.gov/Bids](http://www.LongviewTexas.gov/Bids). Addenda may also be obtained by calling the City of Longview Purchasing office at 903-237-1324 or 903-237-1322. All Addenda will become part of the RFP and any subsequently awarded Contract. Oral explanations, statements, or instructions given by City of Longview before the award of the Contract will not be binding upon City of Longview. It is the proposer's responsibility to obtain a copy of all addenda issued.

#### **1-11 Examination of RFP and Contract Documents**

Proposers are expected to examine the Scope of Work required, specifications, and schedules, and all instructions to provide services of first quality. Failure to do so will be at the Proposer's risk. The proposal must be high quality in all respects. No advantage will be taken by the Proposer or vendor in the omission of any part or detail, which goes to make the services complete.

The submission of a proposal shall constitute an acknowledgment upon which City of Longview may rely that the Proposer has thoroughly examined and is familiar with the solicitation, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Proposer to receive or examine such documents, statutes, regulations, ordinances, or resolutions shall in no way relieve the Proposer from any obligations with respect to its Proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation that is based on lack of knowledge or misunderstanding of this RFP, work sites, statutes, regulations, ordinances, or resolutions, will be allowed.

#### **1-12 Cost of Submitting Proposal**

City of Longview is not liable for any costs incurred by Proposers in the preparation, presentation, testing, or negotiation of Proposals submitted in response to this solicitation. City of Longview shall be under no obligation to return any response to this RFP or other material submitted as a result of this RFP.

#### **1-13 Samples**

Samples of items when called for must be furnished free of expense. Samples must be labeled with the Proposer's name, manufacturer's brand name and number, proposal number, and item reference. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) calendar days after proposal opening date. Any expenses associated with sample returns will be the vendor's responsibility. If instructions are not received within this time, the commodities shall be disposed of by City of Longview.

#### **1-14 Modification or Withdrawal of Proposals Prior to Submittal Date and Late Proposals**

At any time before the time and date set for submittal of proposals, a Proposer may request to withdraw or modify its Proposal. Such a request must be made in writing by a person with authority as identified on the RFP Cover Page. All proposal modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal. Any proposal or modification of proposal received at City of Longview's office designated in the solicitation after the exact time specified for proposal receipt will not be

considered.

City of Longview reserves the right to extend the procurement period for any reason.

#### **1-15 Errors and Administrative Corrections**

City of Longview will not be responsible for any errors in proposals. City of Longview reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities.

#### **1-16 Compliance with RFP Terms and Attachments**

City of Longview intends to award a Contract based on the terms, conditions, and attachments contained in this RFP. Proposers are strongly advised to not take any exceptions. Proposers shall submit proposals, which respond to the requirements of the RFP. An exception is not a response to a RFP requirement. If an exception is taken, a "Notice of Exception" must be submitted with the proposal. The "Notice of Exception" must identify the specific point or points of exception and provide an alternative.

Proposers are cautioned that exceptions to the terms, conditions, and attachments may result in rejection of the proposal.

City of Longview may, at its sole discretion, determine that a proposal with a Notice of Exception merits evaluation. A proposal with a Notice of Exception not immediately rejected may be evaluated, but its competitive scoring may be reduced to reflect the importance of the exception. Evaluation and negotiation will only continue with the Proposer if City of Longview determines that a Contract in the best interest of City of Longview may be achieved.

#### **1-17 Proposal Requirements**

The proposal shall be submitted in two parts. The first part is the Technical Proposal and the second part is the Cost Proposal. Technical Proposals shall not be more than 50 pages, 8.5 x 11 paper printed with no less than 11-pt. font and with 1-inch margins and shall contain the following items and follow the sequence outlined below:

- A. Cover Letter, providing the following information:
  - 1. Identification of the Proposer(s), including name, address and telephone number of the appropriate contact person at each company/firm.
  - 2. Proposed working relationship among proposing companies/firms, i.e., prime - subcontractor, if applicable.
  - 3. Signature of a person authorized to bind the proposing firm to the terms of the proposal.
- B. RFP Cover Page (Page 3 of this document)
- C. Notice of Exception (if none, note accordingly)
- D. Qualifications / Organizational Capabilities of the Company/Resident General Manager (Team, if applicable)

Proposer must demonstrate the ability and staff to provide the services outlined in the Scope of Work (Section 2) of this RFP, as related to the organization and qualifications of the company. Provide a brief profile of the Proposer, including its principal line of business, year founded, form of organization, number and location of offices, number of employees, and a general description of the Proposer's financial condition, as well as the name, address, and telephone number of the Proposer's financial institution. Provide an organizational structure of the company. Identify any conditions (i.e., bankruptcy, pending merger, pending litigation, planned office closures) that may impede the Proposer's ability to complete the project. The company/firm must also demonstrate its financial capability, including financial

resources. This can be satisfied by a letter from the company's financial institution stating its current financial worthiness and creditability.

Identify all qualifications and organizational capabilities that will establish the proposer as a satisfactory provider of the required work by reason of its strength and stability. Identify and explain availability of corporate staff.

Identify subcontractors, if any, by company name, address, contact person, telephone number, and project function. Provide the same information for each subcontractor as requested above.

Names, title, and resumes (including background and experience) of key personnel proposed for the duration of the project. Describe in detail the role and availability of corporate staff as well as the proposed Resident General Manager.

Proposer shall provide any additional information needed as described in this section and in Section 3-4, A, titled "Organizational Capabilities and the Resident General Manager (Team, if applicable)".

All information provided in this section shall be evaluated under the evaluation criteria titled "Organizational Capabilities and the Resident General Manager (Team, if applicable)", Section 3-4, A.

E. Related Experiences /Prior Performance on similar projects/Background/ References

This section of the Proposal should establish the ability of the Proposer to satisfactorily provide the required work by demonstrating competence in the performance of services through related experiences and prior performance on similar projects; and supportive client references. Provide at least three (3) examples of similar projects that Proposer has undertaken (indicating current status of the project) within the last three (3) years. For each reference cited as related experience, furnish the name, title, address, and telephone number of the person(s) at the organization who is the most knowledgeable about the work performed. The information shall describe the contract, including U.S. dollar value, number of vehicles, annual passenger trips, number of years the company has held the contract, and the current contract start date. List any situation in which claims for damages have or are being made against the Proposer for lack of performance, a contract has been canceled, or a claim has been made on a surety bond, must be clearly explained. A contact person's name and phone number from each procuring agency must be provided. City of Longview is seeking the ability of the Proposer to demonstrate a history of providing high quality customer service, as quality is a vital review component.

Obviously, to the extent that there are problem areas with regard to service delivery (from the customers perspective) and service provision (from the agency's perspective), the City of Longview would like to know about the problem and the resolution.

Proposer shall provide any additional information needed as described in this section and in Section 3-4, B, titled "Prior Performance on Similar Projects/Background/Experience/References".

All information provided in this section shall be evaluated under the evaluation criteria titled "Prior Performance on Similar Projects/Background/Experience/References", Section 3-4, B.

For each subcontractor cited in the section above, provide examples of similar contracts performed by the subcontractor, citing the same client information.

F. Technical Capacity/Project Approach

Describe in detail how the proposer will meet all criteria listed in Section 2 Scope of Work. Provide a detailed business plan, including but not limited to the proposed business structure, number of employees needed; listing all job titles and responsibilities for the operations of transit services. It is anticipated that the City's grant fund match would not exceed the \$300,000 annually. Should a listed source of revenue fall short, the management company will be required to propose adjustments in

spending to bring budget in line. Explain how a revenue shortage will be handled. In addition, include objectives and relevant schedules and milestones including, but not limited to the proposed project start-up/mobilization process, schedule in days, phases, and/or steps. The business plan should identify any potential shortfalls and any ideas which would improve the likelihood of success for both parties. The plan should include a description of the proposer's plan for assuming responsibility for management of the City of Longview services, including issues that will need to be addressed during the mobilization period and an itemized schedule for each addressing each of those issues. Resources (materials and personnel) associated with each task should be documented. List any and all information needed to demonstrate how the City's requirements will be met. Describe in detail, the technical support and services that are to be provided to City of Longview. Proposer shall describe their approach to providing high quality technical assistance to the Resident General Manager and the City of Longview, In addition, Proposer must demonstrate a working knowledge of industry best practice and a thorough understanding of the requirements of the contract to provide technical services for matters including but not limited to reporting for the National Transit Database and the Texas Department of Transportation PTN-128 reports, assistance preparing for FTA Triennial Reviews and TxDot Compliance Reviews, etc. The City of Longview has established a 2.5% or higher DBE goal; describe in detail how the proposer will help City of Longview meet this goal. City of Longview welcomes suggestions or enhancements, to the requirements outlined in the Scope of Work but the suggestions, enhancements and other services must meet the minimum requirements as outlined in this RFP.

Proposer shall provide any additional information needed as described in this section and in Section 3-4, C, titled "Technical Capacity/Project Approach".

All information provided in this section shall be evaluated under the evaluation criteria titled "Technical Capacity/Project Approach", Section 3-4, C.

#### H. Management Plan

Proposer shall describe the approach to ensuring high quality management of service delivery and explain the process for ensuring the Resident General Manger is successful in executing the proposed Scope of Work. List the services to be provided and the activity required to maintain high quality service, outlining responsibility for supervision of the Resident General Manager's performance, documentation and resolution of deficiencies, corrective action and interface with the City of Longview. Specify both proactive and reactive activities that support the Resident General Manager. This plan must reflect industry best practice and a thorough understanding of the requirements listed in the Scope of Work.

Proposer shall provide any additional information needed as described in this section and in Section 3-4, D, titled "Management Plan".

All information provided in this section shall be evaluated under the evaluation criteria titled "Management Plan", Section 3-4, D.

#### G. Cost Proposal

The cost structure of the proposed contract will be payment of a monthly fixed fee for transit management services. Proposers shall provide the price proposed for the management fee and any price escalation proposed for the duration of the initial contract. Also list any start-up costs for the transition period prior the beginning of the contract. Please use form provided (Attachment B) when providing this fee. The Cost Proposal shall be submitted in a sealed envelope, separate from the Technical Proposal.

All information provided in this section shall be evaluated under the evaluation criteria titled "Cost Proposal Price", Section 3-4, E,

**\*\*\*\* Include with Cost Proposal TxDot Form PTN -130 "Consolidated Certification Form" Return full document with all signature pages complete \*\*\*\***

City of Longview is a political subdivision of the State of Texas, therefore, is exempt for all applicable taxes.

The price quoted by the Proposer will not change for a period of one hundred and twenty (120) calendar days, beginning from the date the proposal is opened.

#### **1-19 Rejection of Proposals**

City of Longview reserves the right to accept or reject, in part or in whole, any or all proposals for any or all products and/or services covered in this request and to waive informalities, defects or irregularities and to accept such proposal as it deems in the best interest of the City of Longview.

#### **1-20 Exclusionary or Discriminatory Specifications**

City of Longview agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h) (2) by refraining from using any federal assistance awarded by the Federal Transit Administration (FTA) to support procurements using exclusionary or discriminatory specifications. City of Longview further agrees to refrain from using State or local geographic preferences, except those expressly mandated or encouraged by federal statute.

#### **1-21 Protests by Proposers**

City of Longview will hear and consider a bona fide protest regarding its procurement actions in accordance with the following procedures. City of Longview intends to provide a thorough review of all bona fide RFP protests. City of Longview's primary concern, however, is the timely procurement of needed services. It does not intend to allow the filing of protests to unnecessarily delay the procurement process, especially if the protest involved is vexatious or frivolous in nature. Before filing a formal protest, Proposers are encouraged to first exhaust all alternative methods of resolving the procurement issue by contacting City of Longview informally.

Any Proposer may file a protest with the City of Longview on the basis that the City of Longview has failed to comply with applicable federal or state law or with any material terms of the RFP. The protest must include:

1. The name and address of the protesting party.
2. Identification of the Contract solicitation and/or number.
3. A statement of the grounds for the protest, and in particular the federal or state law or material terms of the RFP alleged to have been violated. This statement should be accompanied by any supporting documentation that the protesting party desires City of Longview to consider in making its decision.
4. All protest documents should be submitted to City of Longview Purchasing Manager, P.O. Box 1952, Longview, Texas 75606. Physical address: 300 W. Cotton St., Longview, Texas 75601

Any protest regarding the solicitation by City of Longview must be filed no later than end of business on June 9, 2016. Any protest filed after that date which raises issues regarding the solicitation will not be considered by City of Longview. This type of protest would include, among others, any claim that the solicitation contained exclusionary or discriminatory specifications or conditions, any challenge to the basis of award, any claim that the solicitation documents or the solicitation process violated applicable federal or state law, or any claim that City of Longview failed to follow the material terms of the solicitation process in the RFP.

The evaluation process, and all evaluation materials associated with this process, shall be considered confidential until final award of the Contract is made. Therefore, any protest regarding the evaluation of proposals and/or award of the Contract must be filed with City of Longview no later than five (5) days after the date of Contract award. Any protest filed after such date which raises issues regarding the RFP evaluation or

award of the Contract will not be considered by City of Longview. This type of protest would include, among others, any challenge to determinations by City of Longview of the responsiveness of a proposal or the responsibility of a Proposer, any claim that the evaluation of proposals violated federal or state law or the material terms of the RFP, or any claim that the party awarded the Contract fraudulently represented itself as a responsible bidder.

City of Longview will not consider any protest which is insufficiently supported, does not include the aforementioned required information, or is not received within the specified time limits.

## **1-22 City of Longview Protest Procedures**

City of Longview will notify the protesting party upon timely receipt of a protest and may, where appropriate, request additional information and/or documents from the protesting party. City of Longview may, in its discretion, meet with the protesting party to review the matters raised by the protest. The City of Longview shall appoint a Protest Review Committee to hear and review all protests under this RFP. The Protest Review Committee, in its discretion, may hold a formal meeting with the protesting party to allow the protesting party to further detail and explain its protest and its claimed support thereof.

Upon receipt of a timely filed protest regarding the solicitation, City of Longview may, in its discretion, postpone the RFP process until resolution of the protest. If the protest regarding the solicitation involves a claim of unduly restrictive or exclusionary specifications or conditions, City of Longview will, in evaluating the protest, consider both the specific need of the City of Longview for the feature or item challenged and whether competition is negatively impacted by including the specification or condition regarding the feature or item. If the City of Longview determines that such feature or item was included in the specification or condition in order to meet the justified and valid transit needs of the City of Longview and was not unduly restrictive of competition or designed to exclude a particular competitor, then the City of Longview will have grounds to deny the protest.

Upon receipt of a timely filed protest regarding the evaluation of proposals, submitted in response to the RFP, City of Longview may, in its discretion, issue a stop work order, if necessary, until a resolution of the protest, if City of Longview determines that the protesting party has established that there is substantial evidence that there are doubts regarding the responsiveness of a proposal, the responsibility of a Proposer, or the City of Longview compliance with federal or state law or the material terms of the RFP.

City of Longview may, in its discretion, suspend the procurement process upon receipt of a bona fide protest. However, City of Longview reserves the right, notwithstanding the pendency of a protest, to proceed with the appropriate action in the procurement process or under the Contract in the following cases:

1. Where the item or services to be procured are urgently required;
2. Where the City of Longview determines that the protest was vexatious or frivolous; and/or
3. Where delivery of services/goods or performance will be unduly delayed, or other undue harm will occur, by failure to make the award promptly.

After review of a protest submitted under this section, City of Longview will issue a written decision on the basis of the information provided by the protesting party, the result of any meetings with the protesting party, and City of Longview's own investigation. If the protest is upheld, City of Longview will take appropriate action to correct the procurement process and protect the rights of the protesting party, which may include re-solicitation of proposals, revised evaluation of proposals or City of Longview determinations, or termination of the Contract. If the protest is denied, City of Longview will lift any suspension imposed and proceed with the procurement process for the Contract, as the case may be.

Decisions by City of Longview on protests are final, unless found by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or against the manifest weight of the evidence. No further appeals will be heard by the City of Longview.

The availability of review of protests by the FTA is described in Section 1-23 below. As noted in that section, under FTA's revised procurement guidelines, the role of the federal government in protest review is quite limited.

### **1-23 FTA Protest Procedure**

Under Circular 4220.1F, the FTA has substantially limited its review of protests recognizing that most protest issues are best resolved at the state or local level. The FTA will now only accept protests alleging that City of Longview failed to have written protest procedures, or City of Longview violated its own protest procedures.

If a protest is brought before the FTA on either of these allegations, the only remedy recognized by the FTA under Circular 4220.1F is to require City of Longview to follow its own protest procedures. The FTA does not have the right to change City of Longview's substantive decision by substituting the FTA's judgment for that of City of Longview. Any protest to the FTA must be filed in accordance with requirements contained in FTA Circular 4220.1F and may only be made by an "interested party" with the FTA has defined as "an actual or prospective bidder or offeror whose direct economic interests would be affected by the award of the Contract or by failure to award the Contract or by failure to award the Contract."

No protest may be filed with the FTA if such protest is not received by the FTA within five (5) business days after a final decision under City of Longview's protest procedure.

Any alleged violation of a specified federal requirement that provides an applicable complaint procedure shall be submitted according thereto. Such federal requirements may include the Buy America Requirements (40 C.F.R. Part 661, Section 661.15) and the requirements under the Participation of Minority Business Enterprises in Department of Transportation Program (49 C.F.R. Section 26.107).

### **1-24 Proposal Alternatives**

Proposals shall address all requirements identified in this solicitation. In addition, City of Longview may consider proposal alternatives submitted by Proposers that provide enhancements beyond the RFP requirements. Proposal alternatives may be considered, if deemed to be in City of Longview's best interests. Proposal alternatives must be clearly identified.

### **1-25 Disadvantaged Business Enterprise (DBE) Participation**

Longview Transit and the City of Longview have established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. Longview Transit and the City of Longview have received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, Longview Transit and the City of Longview have signed an assurance that they will comply with 49 CFR Part 26.

It is the policy of Longview Transit and the City of Longview to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only contractors that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.

Longview Transit and the City of Longview's overall goal for the time period 2016-2017 is the following: 2.5% of the Federal financial assistance expended in FTA-assisted contracts representing prime contracting

opportunities exclusive of FTA funds used for the purchase of transit vehicles.

## SECTION 2 – SCOPE OF WORK

### 2-1 Introduction

The City of Longview seeks proposals from qualified Proposers for the provision of professional transit management [and technical support services]. The initial term of the Contract shall be for five (5) years beginning on October 1, 2016 and ending September 30, 2021. The City of Longview, in its sole discretion, may renew the Contract for one, additional five-year term ending on September 30, 2026. The City of Longview wishes to engage a contractor to provide for the day-to-day management of the transit system using a Resident General Manager or management team (if applicable) under the direction of the City of Longview.

The management services to be provided include, but are not limited to, those relating to management of a transit center, information booth, pass sales, transit planning, daily operations, marketing, advertising, equipment and facilities, utilization maintenance, security, routes, scheduling, fare structure, service standards, budgeting, accounting, purchasing, safety, insurance, claims, employee selection/training, labor negotiations/relations, public relations, coordination with planning and paratransit agencies, administration of contracts for special transportation services, technical support in working with FTA and TxDot and such other management functions as needed in the operation of an urban transit system. The City of Longview will develop overall policy, establish fare policy and structure and provide overall goals for the transit system.

The Resident General Manager is to be supported by the corporate staff of the Contractor and any other individuals who may possess a technical expertise relevant to the effective operation of the transit system. In addition to the personnel to be assigned, the City of Longview also seeks other services such as technical assistance, access to training services, etc. which will also be beneficial to the transit system.

The goal of this Scope of Work is to ensure that all participants are fully informed of all project requirements, deliverables and obligations. This document will be used as a portion of a contract for project planning and execution, and once approved, will indicate full acceptance of the Scope of Work.

### 2-2 Background

The City of Longview, Texas encompasses approximately 57 square miles and has a population of 84,544 (2014 U.S. Census Bureau). Longview established its transit system in 2003. Longview Transit Management, Inc. (LTMI) is currently managed and operated by McDonald Transit Associates, Inc. (MTA) of Fort Worth, Texas as an independent contractor. LTMI was formed by McDonald Transit Management and is a wholly owned subsidiary of the same. MTA provides a General Manager who serves as the chief operating officer of LTMI and Longview Transit. The General Manager reports to the Assistant City Manager of the City of Longview. Longview Transit staff are employees of LTMI. LTMI currently employs approximately 30 people. An organization chart is provided in this document.

The General Manager of LTMI, in addition to administration, maintenance, operations, and planning, is responsible for FTA and TxDOT grant administration and all reporting requirements for grant activities. The Assistant City Manager of the City of Longview provides oversight and performs all requests for reimbursements for FTA and State funds.

Longview Transit provides fixed-route and ADA complementary paratransit services within the city limits of Longview with eight (8) fixed route buses and five (5) paratransit vehicles for a total of thirteen (13) vehicles. There are six (6) fixed routes that meet at a downtown transfer center each hour. The downtown transfer center is located at 500 N. Green Street. The bus schedule consists of weekday service from 6:15 a.m. to 7:15 p.m. and on Saturday from 7:15 a.m. to 7:15 p.m. There is no service on Sunday. Average ridership in fiscal year 2015 was 261,000 unlinked passenger trips. Annual revenue miles were 350,000 with 21,000 annual revenue hours. LTMI currently has a 50-minute headway and averages 96% on time performance.

Monthly LTMI provides to City of Longview Finance Department a detailed financial breakdown of revenue and expenses. Based on this report a reimbursement is requested.

Operating expenditures for fiscal year 2014-2015 for Longview Transit were \$2,483,357. The breakdown of those expenditures were: \$1,556,875 in federal grant funding, \$291,908 in state grant funding, \$300,000 in City of Longview grant fund match and \$334,574 in other revenue, such as fare boxes and regional maintenance contracts. It is anticipated that the City's grant fund match would not exceed the current match. The City currently provides the grant match on October 1<sup>st</sup> of every year in order to provide cash flow for the transit system.

The operations and maintenance facility are located at 908 Pacific Avenue at the Longview Multimodal Transportation Center. The operations and maintenance facility are city-owned with a FTA interest. The maintenance facility is approximately 4,000 square feet and consists of 3 bays with 2 complete drive-thru lanes, a pit, and state of the art equipment. A 10,000 gallon diesel tank is located on site.

The City of Longview continues to pursue grant funding for the construction of a Transfer Center at the Multimodal Transportation Center. Offices at the Multimodal Transportation Center currently house Longview Transit, Amtrak, and Greyhound. The General Manager for Longview Transit assists the City with administering the Greyhound lease.

Longview Transit works closely with the Longview Metropolitan Planning Organization, and the General Manager for LT is a member of its Technical Advisory Committee. Longview Transit is also an active member of the regional transportation planning organization, EasTexConnects.

## **2-3 Scope of Work**

The City of Longview is seeking a qualified Transit Management Firm to provide services for its day-to-day operation. The City of Longview is interested in contracting with a Management Company that will optimize cost effectiveness, increase ridership, provide superior customer service, financial stability, staff development, innovativeness, schedule adherence and image of the fleet and system including cleanliness and supply technical support in all matters relevant to operating a transit system.

The Management Firm shall furnish at a minimum a Resident General Manager. It is not the intent of the City of Longview to determine the structure for the proposers. The City of Longview, however, will ensure that all necessary services are provided. The proposers shall provide a General Manager who has the ability to oversee the daily operations. The individual shall have experience in administration, customer service, finance, operations, labor relations and negotiations, insurance and risk management, and maintenance.

### **A. Term of Contract**

The initial term of the Contract shall be for five (5) years beginning on October 1, 2016 and ending September 30, 2021. The City of Longview, in its sole discretion, may renew the Contract for one, additional five-year term ending on September 30, 2026.

### **B. Compensation**

The proposed contract shall be of the monthly fixed fee type.

The payment of the monthly fixed fee shall cover all costs incurred by the Firm in providing the management services, including but not necessarily limited to:

1. Salary and all related costs, including moving and relocation expenses of the proposed Resident General Manager, excluding any expense associated with attending major seminars and conferences unless approved by the City of Longview City Manager's Office.
2. Cost of all consulting support and technical services by the Firm, including travel, travel-related expenses or any additional management support of the Firm personnel to Longview.
3. The cost of the fidelity bond protecting City of Longview from dishonest or fraudulent acts by the Firm's personnel.

4. Firm overhead and profit.

## **2-4 Transition**

If City of Longview selects a Firm other than its current Management Company, it may require the new Firm to have its Resident General Manager on site prior to termination of the existing contract (September 30, 2016) in order to provide for a smooth transition. Transition and start-up cost shall be listed on the Cost Proposal Sheet, "Attachment B". A detailed mobilization plan shall be provided detailing relevant duties and milestones. This plan shall be approved by City of Longview prior to start-up.

## **2-5 Responsibilities of the Management Team**

### **A. General Manager**

The General Manager of the successful Proposer shall have experience as the manager or senior level manager of a similarly sized transit district providing mass transit services to a population of at least 75,000, some of which must have involved reporting directly to a political body, or equivalent experience or education. He/She shall possess a minimum education of a Bachelors degree in business, public administration, political science, urban planning or a related field. The General Manager must demonstrate overall experience in managing a bus transit system in an urbanized area including any previous experience and success in increasing ridership both within the current markets served and in expanding markets created through his/her efforts. The General Manager must have experience and be knowledgeable of federal and state funding and of the rules and regulations that accompany such funding. The General Manager should also demonstrate past experience and success in developing and executing a strategic plan for a transit system and in working with local and state governments and in expanding and marketing such systems.

The initial selection and appointment, or any change, or any replacement of the General Manager shall be the responsibility of the Firm, but shall not be made without first obtaining the advice and consent of the City of Longview. If the City of Longview finds the General Manager is no longer acceptable to it, the Firm shall replace such General Manager at its cost. Anytime the Resident General Manager is no longer available, the Contract must provide a qualified replacement, subject to approval of the City of Longview. Personnel supplied by the Firm will be expected to live within 60 miles of City of Longview's service area.

#### **Minimum Duties of Resident General Manager and/or Management Firm**

1. Comprehensive management in operations including systems, procedures and research to implement City of Longview policy direction.
2. Finance and accounting including, but not limited to annual budget preparation, quarterly and annual report preparation, budget accountability, annual fixed asset report, monthly financial statements, monthly bank reconciliation, monthly inventory report, monthly state and federal grant reimbursement reconciliation.
3. Monthly expenditure and revenue reports split by state, federal and local funding for reimbursement purposes.
4. Compliance with all City policies and procedures as may apply as well as those of the FTA and State including notifying City of Longview when new regulations have been issued that might impact operations. This includes but is not limited to Notices of Proposed Rule Making by the FTA.
5. Planning routes and schedules.
6. Safety and incident prevention and reporting
7. Insurance-maintaining appropriate levels as specified in this document

8. Vehicle maintenance and coordination of the purchase of equipment
9. Promotion marketing, customer relations, and sale of advertising space in conjunction with City of Longview
10. Security
11. Management continuity
12. Management personnel development and training (and recruitment, as necessary)
13. Personnel and labor relations
14. Participate with local committees and organizations to include, but not limited to, City of Longview Public Transportation Advisory Committee, EasTexConnects, Longview Metropolitan Planning Organization Technical Advisory Committee, and, semiannual meetings with TxDOT Public Transportation.
15. Development and implementation of grant fund planning activities
16. Supporting City of Longview's long range planning and budgeting efforts of the agency by providing forecasts of anticipated service needs and future operating and capital costs.
17. Monitoring and reporting of performance indicators, taking appropriate action to address concerns and improve performance.
18. Other duties as needed for day to day operations
19. Provide organizational chart, job descriptions, payroll detail and operational costs upon request.
20. Communication and approval from City of Longview on all capital expenditures.
21. Provide technical services for matters including but not limited to reporting for the National Transit Database and the Texas Department of Transportation PTN-128 reports, assistance preparing for FTA Triennial Reviews and TxDot Compliance Reviews.
22. The City has established a 2.5% or higher DBE goal, Contractor will be required to make a good-faith effort to utilize DBE's when possible.

**B. Additional Management Personnel**

The general manager will be the minimum requirement for management personnel for Transportation Management Services. In responding to this Request for Proposals, Proposers are invited to recommend any additional management position based on a review of LTMI bus operations, the Scope of Work for Transportation Management Services, organization charts, and other information included in the RFP. However, any recommendation for an additional management position must be supported by a rational basis for the recommendation, a description of the duties and responsibilities for the additional management position, and an explanation of the value added to benefit LTMI and its customers. Responses to this solicitation will inform City of Longview about the benefits and cost of additional management expertise. City of Longview may deem additional onsite management personnel necessary to perform the management requirements of the contract. City of Longview will make the final decision on requirements for additional management personnel, if any, prior to the award of a contract.

**C. Availability of Management Personnel**

General Manager shall reside within 60 miles of Longview, Texas. If Resident Management Personnel currently do not reside within 60 miles of Longview, Texas, residence must be established within four months

of the effective date of a contract or unless other arrangements are satisfactorily negotiated. A telephone number where the Resident General Manager can be reached in case of emergency must be provided to City of Longview. The General Manager shall respond within one hour of notification in person or by phone to any emergency or to any accident involving extensive property damage or injuries during or after operational hours.

The General Manager must be available to meet with appropriate citizen committees and stakeholders as necessary or as determined by City of Longview. The office of the General Manager will be physically located at the Longview Transit Bus Operations and Maintenance Facility.

The General Manager is required to be available in person or by phone at all times during the operational day. The phone numbers of at least one (1) other responsible Contractor employee or Operations Personnel, who must be able to be contacted on a 24-hour basis, must be provided to City of Longview so the person may be contacted in the event of an after-hours emergency.

If the General Manager is unavailable for more than seven (7) consecutive days, for reasons other than scheduled vacations, the Contractor shall provide a full-time, fully qualified representative in the interim until the General Manager is able to return to duties or can be permanently replaced

#### **D. Employ Bus Operations Personnel**

The contractor is expected to recruit, hire, train, supervise and manage all personnel required to fulfill the obligations of the contract. The personnel shall include all operators; mechanics; other maintenance/shop personnel; schedulers; dispatchers; road supervisors; customer service representatives; call center representatives; trainers, including environmental and safety training staff; office and administrative personnel, as required to supervise, operate, and maintain Longview Transit. For the purposes of this scope, the positions referenced in this section will be referred to as "Operations Personnel" and do not include Management Personnel referenced above.

The staffing level for operations personnel shall be maintained at a sufficient level to protect service continuity, quality and efficiency. The Contractor shall prepare and submit for City of Longview approval, an Employee Recruitment and Retention Program that outlines the plan and measures the Contractor will take to hire and maintain staff at the appropriate levels. This plan should identify performance goals and benchmarks to measure performance. Moreover, the Contractor shall be required to conduct an exit interview of each employee and maintain a record of such interview in accordance with City of Longview record retention policies. All personnel records are subject to review by City of Longview.

If the Contractor chooses to hire operations personnel through a sub-contractor or subsidiary corporation, City of Longview retains the right to approve the sub-contractor agreement and/or legal structure of the subsidiary corporation. The Contractor assumes responsibility of performance of all Operations Personnel regardless of method of hiring and employment. The use of a sub-contractor or subsidiary corporation approved by City of Longview shall not relieve the Contractor of any obligations or duties related to performance of the contract.

Contractor's procedures and practices for recruiting and hiring employees shall comply with all applicable local, state and federal employment laws. The Contractor shall follow all US Department of Transportation (USDOT) and FTA regulations for hiring employees in safety sensitive positions. All safety sensitive applicants/employees must be able to pass the USDOT physical (as required), drug and alcohol testing, background investigation, and other guidance issued by the USDOT and the FTA.

#### **E. Existing Employees**

The personnel for City of Longview bus operations are currently the employees of LTMI. The Contractor will be required to accept applications from and consider for employment the employees of LTMI. If hired by the Contractor, and assuming the essential functions and minimum education and experience levels are substantially similar, the Contractor shall place the LTMI employees in a job position comparable to the one held by the person when employed by LTMI.

Notwithstanding the terms of the previous paragraph, the Contractor shall not be required to offer employment to any person otherwise eligible for employment who (a) fails to successfully complete required drug and alcohol testing; (b) fails to successfully complete any physical examination that is required for safety sensitive employees; or (c) fails to meet the criminal background check standards of City of Longview.

#### **F. Payroll and Benefits**

The contractor is expected to set pay levels (wages and salaries) for employees of LTMI hired in positions equivalent to their current positions that are at least equal to the employee's current pay by LTMI. The current organizational chart and pay structure can be found in the section titled "Longview Transit Current Operations Information" of this document.

The Contractor is responsible for managing and administering the payroll functions for Longview Transit. The Contractor shall pay employees and compile payroll information by managing payroll preparation; completing reports; and maintaining records.

The Contractor shall provide and administer at a minimum a company-sponsored insurance and benefits plan for Longview Transit employees. Benefit plans must meet the guidelines and regulations of the Affordable Health Care Reform Act, as applicable.

The Contractor shall provide and administer a company-sponsored defined contribution retirement plan for Longview Transit employees. The Contractor will be responsible for administering and managing the company-sponsored retirement plan.

#### **G. Support Services**

In addition to the management team, the successful Proposer will have a central staff that is available to assist the management team on an as needed basis. The central staff must be sufficient and have sufficient experience so as to be able to offer any such assistance in a timely manner.

#### **H. Fidelity Security**

The Firm, at its sole cost and expense, shall provide a Fidelity Security, insurance policy, or bond in an amount of \$1,000,000 in the form acceptable to the City of Longview to protect City of Longview. Failure to provide or maintain either of such security or notice that such security will be cancelled or not renewed shall be considered a material breach of this contract. Such security shall be provided with the executed contract.

#### **I. Assets, Material and Supplies**

The City of Longview will furnish to the Firm all necessary equipment, vehicles, office furniture, bus maintenance and storage facilities and offices, which may be required by the Contractor in the performance of the proposed contract.

### **2-6 Continuity of Services**

In submitting a proposal in response to this request for proposals, the Proposer recognizes that the services under the Contract are vital to City of Longview and must be continued without interruption and that, upon expiration or termination of the Contract, another entity, either City of Longview or another transit management company, may continue those services. The Contractor agrees to furnish phase-in training, exercise its best efforts, and cooperate to effect an orderly and efficient transition to the subsequent contractor.

**A. Completion of Term.** At the expiration of the term or in the event of an earlier termination of the Contract as provided, the Contractor shall fully cooperate in any procurement process(es) conducted by City of Longview and in any transition of the transit system to a new contractor. Such cooperation shall include, but not limited to, providing access to the vehicles and facilities, coordinating the transfer of equipment, and taking other reasonable actions as requested by City of Longview.

- B. Transition Requirements.** Contractor shall, upon receipt of the City of Longview's City written notice of transition, (i) furnish phase-in, phase-out services for up to ninety (90) days after this Agreement expires or terminates and (ii) negotiate in good faith a plan with the subsequent provider to determine the nature and extent of phase-in, phase-out service required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to the approval of the City of Longview. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by the Contract are maintained at the required level of proficiency.
- C. Compensation.** Contractor shall be reimbursed as mutually agreed upon by the Contractor and City of Longview for all reasonable phase-out costs incurred after the Contract's expiration or termination that are not compensated by City of Longview under the Contract.

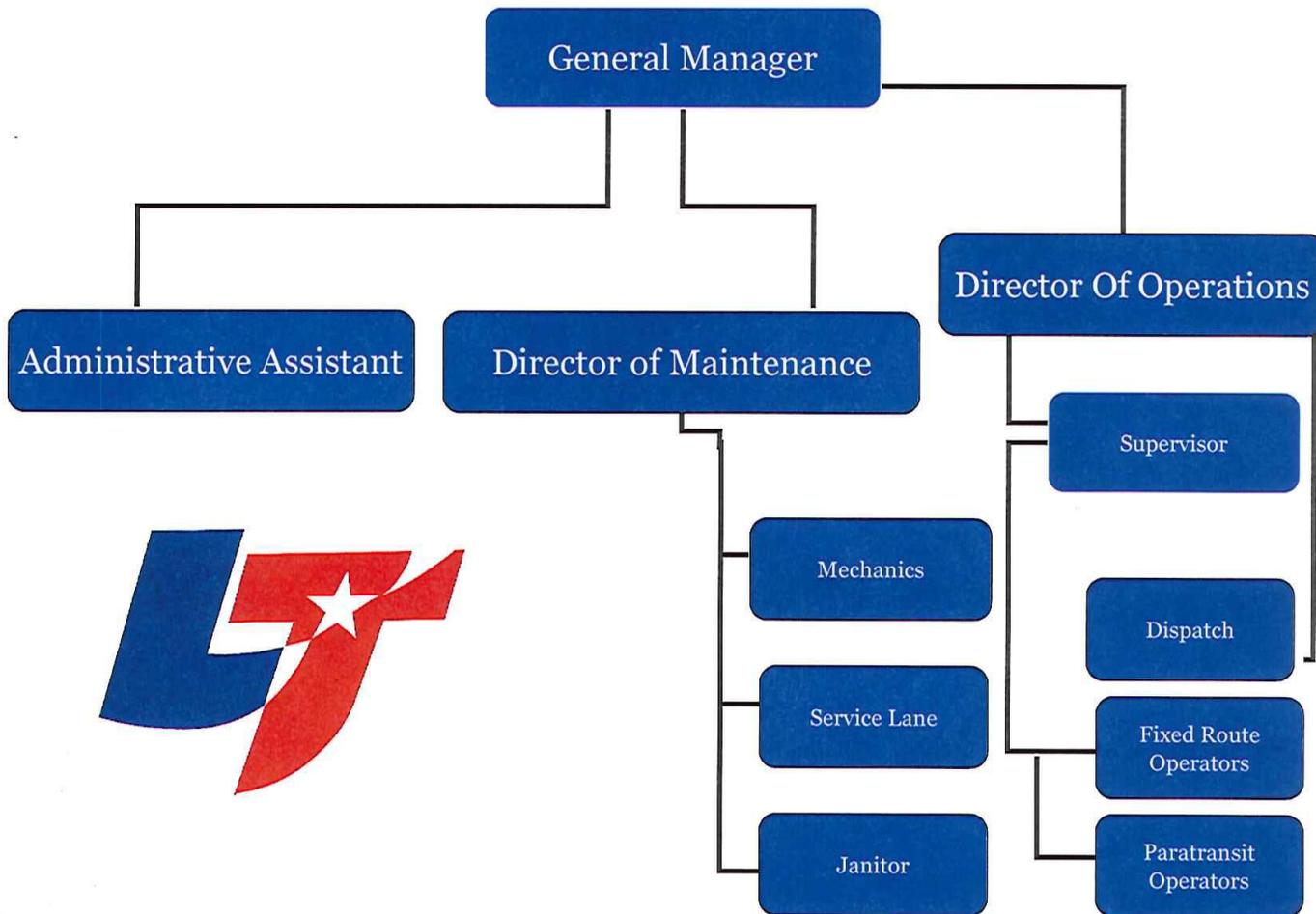
#### LONGVIEW TRANSIT CURRENT OPERATIONS INFORMATION (pg 26 - 49)

The following documents have been included for your convenience.

- Longview Transit Organization Chart
- Longview Transit Salary Range
- Employee benefits in addition to wages and salaries
- FY 2016 Detailed budget for Longview Transit
- Complete statement of Sources of Revenues
- FY 2015 NTD Report (if not approved yet, mark "DRAFT Subject to Approval")
- Description and building layout, dimensions, etc. for transit facilities.
- List of equipment the City will provide
- Fleet inventory include make, model, year of purchase, price at purchase, lifetime service miles etc.
- Route by route service statistics including miles, hours, passengers, etc.
- Paratransit service – number of unique customers, number of trips provided any trendline details.

# Longview Transit Current Operations Information

# Longview Transit 2015-2016



## LONGVIEW TRANSIT FY 2016 Salary Range

	MIN	MAX	RANGE
<b>OPERATORS (FR/DRS, part &amp; full-time)**</b>			
Annually	23,920.00	31,200.00	3- max
Monthly	1,993.33	2,600.00	8- mid
Hourly**	11.50	15.00	9- min
<b>DISPATCHER (part &amp; full-time)</b>			
Annually	19,760.00	31,200.00	1- mid
Monthly	1,646.67	2,600.00	
Hourly	9.50	15.00	
<b>SERVICE LANE/TIRE TECHNICIAN/JANITOR</b>			
Annually	19,760.00	27,040.00	3- mid
Monthly	1,646.67	2,253.33	
Hourly	9.50	13.00	
<b>CLASS C MECHANIC</b>			
Annually	21,320.00	29,640.00	2- mid
Monthly	1,776.67	2,470.00	
Hourly	10.25	14.25	
<b>CLASS B MECHANIC</b>			
Annually	29,640.00	37,960.00	0- currently
Monthly	2,470.00	3,163.33	
Hourly	14.25	18.25	
<b>CLASS A MECHANIC</b>			
Annually	37,960.00	47,840.00	1- mid
Monthly	3,163.33	3,986.67	1- max
Hourly	18.25	23.00	
<b>ACCOUNTING/HR CLERK</b>			
Annually	19,760.00	23,920.00	0- currently
Monthly	1,646.67	1,993.33	
Hourly	9.50	11.50	
<b>MANAGEMENT ASSISTANT (for Administration, Maintenance, and Operations)</b>			
Annually	24,000.00	35,000.00	1- mid
Monthly	2,000.00	2,916.67	
<b>TRANSPORTATION SUPERVISORS</b>			
Annually	25,000.00	35,000.00	1- max
Monthly	2,083.33	2,916.67	
<b>DEPARTMENT DIRECTORS (Operations and Maintenance)</b>			
Annually	41,000.00	51,000.00	1- mid
Monthly	3,416.67	4,250.00	1- max
<b>MOBILITY MANAGER/OUTREACH</b>			
Annually	35,000.00	42,000.00	0- currently
Monthly	2,916.67	3,500.00	
			32 current employees

\*\* Operator- in training (approx 4 wks) 9.00 per hour

\*\* Operator- probationary status (90 days) 10.00 per hour



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## **Full-Time Employee Benefits**

**Health Insurance – Paid 100%**

**\$20,000 Life Insurance**

**Dental Insurance**

**Vision Insurance**

**Short Term Disability**

**401K – 3% Contribution**

**Vacation – 2 weeks after 1 year employment**

**8 paid holidays**

**Incentive Pay – Safety & Attendance**

**Longview Transit  
FY 2016 Budget**

**REVENUE**

0-000-4010-010	Ticket Sales- Fixed Route	182,000
0-000-4010-050	Ticket Sales- DRS	20,000
0-000-4060-030	Revenue- Advertising	15,000
0-000-4070-010	Revenue- Regional Maintenance ETCOG	140,000
0-000-4070-990	Miscellaneous Income	500
0-000-4090-020	City of Longview DPR	1,864,800
0-000-4090-030	City of Longview Income (Match)	300,000
		<u>300,000</u>
		<u>\$2,522,300</u>

**FIXED ROUTE**

0-010-5010-010	Operators Wages Fixed Route	313,000
0-010-5010-021	Supervision Wages Fixed Route	35,281
0-010-5020-010	FICA Payroll Taxes (employer) FR	26,645
0-010-5020-020	Retirement Plan 401(k) FR	10,448
0-010-5020-030	Hospital, Medical FR	65,100
0-010-5020-031	HSA FR	3,000
0-010-5020-040	Dental, Life, Short Term FR	7,000
0-010-5020-070	Unemployment Payroll Taxes FR	1,750
0-010-5020-080	Workers Compensation FR	30,000
0-010-5020-130	Uniforms FR	1,000
0-010-5020-140	Employee Morale, Health, & Welfare	500
0-010-5030-030	Professional & Technical Services FR	13,000
0-010-5030-990	Communications	12,000
0-010-5040-010	Fuel FR	145,000
0-010-5040-990	Material & Supplies FR	2,000
0-010-5060-060	Payouts for Damage Settlements FR	750
0-010-5090-020	Travel & Meetings FR	3,000
		<u>3,000</u>
		669,474

**DRS**

0-011-5010-010	Operators Wages Demand Response Service	70,000
0-011-5010-021	Supervision Wages Demand Response Service	33,744
0-011-5020-010	FICA Payroll Taxes (employer) DRS	8,015
0-011-5020-020	Retirement Plan 401(k) DRS	3,140
0-011-5020-030	Hospital, Medical DRS	26,550
0-011-5020-031	HSA DRS	600
0-011-5020-040	Dental, Life, Short Term DRS	1,800
0-011-5020-070	Unemployment Payroll Taxes DRS	400
0-011-5020-080	Workers Compensation DRS	6,500
0-011-5020-130	Uniforms DRS	250
0-011-5020-140	Employee Morale, Health & Welfare DRS	150
0-011-5030-030	Professional & Technical Services DRS	8,000
0-011-5040-010	Fuel DRS	11,500
0-011-5040-990	Material & Supplies DRS	750
0-011-5060-060	Payouts for Damage Settlements DRS	500
		<u>500</u>
		171,899

**Longview Transit  
FY 2016 Budget**

**MAINTENANCE (vehicles)**

0-041-5010-022	Supervision of Maintenance Wages	48,700
0-041-5010-023	Repair Revenue Vehicle Wages	116,000
0-041-5010-024	Service Revenue Vehicle Wages	38,000
0-041-5010-025	Admin Maintenance Wages	2,500
0-041-5020-010	FICA Payroll Taxes (employer) PM	15,700
0-041-5020-020	Retirement Plan 401(k) PM	6,150
0-041-5020-030	Hospital, Medical PM	37,700
0-041-5020-031	HSA PM	1,200
0-041-5020-040	Dental, Life, Short Term PM	2,650
0-041-5020-070	Unemployment Payroll Taxes PM	800
0-041-5020-080	Workers Compensation PM	9,000
0-041-5020-130	Uniforms PM	7,000
0-041-5020-140	Employee Morale, Health, & Welfare PM	500
0-041-5030-010	Management Service Fees PM	29,965
0-041-5030-030	Professional & Technical Services PM	65,000
0-041-5030-031	Towing Services PM	2,000
0-041-5030-040	Temporary Help PM	3,500
0-041-5030-050	Contract Maintenance Services PM	2,500
0-041-5030-990	ETCOG Parts	70,000
0-041-5030-991	Prof & Technical Services- ETCOG Outside	30,000
0-041-5040-010	Fuel Support Vehicles PM	10,000
0-041-5040-012	Oil & Lubricants PM	12,839
0-041-5040-990	Material & Supplies- Immediate Use	90,000
0-041-5040-992	Material, Supplies, & Services- Rebuild	3,500
0-041-5040-993	Material & Supplies Other	7,000
0-041-5050-020	Utilities PM	5,000
0-041-5060-030	Comprehensive Auto Fleet Insurance	167,000
0-041-5090-010	Dues & Subscriptions PM	1,000
0-041-5090-020	Travel & Meetings PM	2,500
0-041-5090-022	Training & Continuing Education PM	1,500
0-041-5090-090	Freight/Postage PM	1,500
		790,704

**MAINTENANCE (non-vehicles)**

0-042-5010-024	Building Maintenance Wages	13,000
0-042-5020-010	FICA Payroll Taxes (employer) NVM	995
0-042-5020-020	Retirement Plan 401(k) NVM	390
0-042-5020-070	Unemployment Payroll Taxes NVM	160
0-042-5020-080	Workers Compensation NVM	750
0-042-5020-140	Employee Morale, Health & Welfare NVM	100
0-042-5030-030	Professional & Technical Services NVM	10,000
0-042-5030-040	Temporary Help NVM	1,000
0-042-5030-050	Contract Maintenance Services NVM	2,500
0-042-5040-990	Material & Supplies NVM	4,000
0-042-5090-991	Bus, Shelter, & Other NVM	8,000
		40,895

**Longview Transit  
FY 2016 Budget**

**ADMINISTRATION**

0-160-5010-020	Administration Wages	25,600
0-160-5010-025	Finance & Accounting Wages	16,744
0-160-5020-010	FICA Payroll Taxes (employer) Admin	3,239
0-160-5020-020	Retirement Plan 401(k) Admin	1,270
0-160-5020-030	Hospital, Medical Admin	7,560
0-160-5020-031	HSA Admin	300
0-160-5020-040	Dental, Life, Short Term Admin	675
0-160-5020-070	Unemployment Payroll Taxes Admin	100
0-160-5020-080	Workers Compensation Admin	1,100
0-160-5020-140	Employee Morale, Health & Welfare Admin	500
0-160-5020-141	Auto Allowance Admin	4,800
0-160-5030-010	Management Service Fee	89,895
0-160-5030-020	Advertising & Recruiting Fees	500
0-160-5030-030	Professional & Technical Services Admin	28,000
0-160-5030-031	Bank Service Fee	200
0-160-5030-040	Temporary Help Admin	500
0-160-5030-050	Contract Maintenance Services Admin	8,500
0-160-5040-990	Material & Supplies Admin	7,000
0-160-5050-020	Utilities Admin	5,000
0-160-5050-030	Telephone/Communications	5,000
0-160-5060-050	Public Officials' Liability Insurance	3,500
0-160-5060-080	General Liability Insurance	3,000
0-160-5090-010	Dues, Fees, & Subscriptions Admin	3,000
0-160-5090-020	Travel & Meetings Admin	6,000
0-160-5090-022	Training & Continuing Education Admin	1,500
0-160-5090-060	Fines & Penalties	400
0-160-5090-080	Undesignated/Local Funds	(25,000)
0-160-5090-990	Miscellaneous Expenses Admin	600
0-160-5090-995	Freight/Postage Admin	250
		199,733

**PLANNING**

0-177-5010-020	Technical Study Wages	42,344
0-177-5020-010	FICA Payroll Taxes (employer) TS	3,239
0-177-5020-020	Retirement Plan 401(k) TS	1,270
0-177-5020-030	Hospital, Medical TS	7,560
0-177-5020-031	HSA TS	300
0-177-5020-040	Dental, Life, Short Term TS	675
0-177-5020-070	Unemployment Payroll Taxes TS	100
0-177-5020-080	Workers Compensation TS	1,100
0-177-5020-140	Employee Morale, Health & Welfare TS	50
0-177-5030-030	Professional & Technical Services TS	34,500
0-177-5090-020	Travel & Meetings TS	2,000
		93,138

**Longview Transit  
FY 2016 Budget**

**CAPITAL**

0-181-5100-030	Vehicles, Shelters, Other	365,000
0-181-5100-031	State of Good Repairs Grant	8,807
0-181-5100-032	Intercity Bus Grant	<u>182,650</u>
		556,457
	<b>TOTAL EXPENSES</b>	<u><u>\$2,522,300</u></u>
	<b>Revenue over Expenses</b>	\$0.00

**Longview Transit  
FY16 Budget  
Sources of Revenue**

**Revenue**

Misc Income	\$500
Advertising Reveune	\$15,000
Regional Maintenance (ETCOG) Revenue	\$140,000
Fares- DRS	\$20,000
Fares- Fixed	\$182,000
City of Longview (match)	\$300,000
City of Longview (reimbursements from grants)	<u>\$1,864,800 *</u>
	<u><u>\$2,522,300</u></u>

\*

TxDOT (ED- ADA Announcement)	\$9,750
TxDOT (ICB)	\$182,750
TxDOT (5339- Vehicle Replacement)	\$186,556
TxDOT (URB- Operations)	\$273,942
FTA (SGR)	\$8,807
FTA (FY2015 estimated)	<u>\$1,203,000</u>
	<u><u>\$1,864,805</u></u>

**DRAFT**

NTD ID	60081
Reporter Name	Longview Transit
Report	2015 (Revision: 4)

## Identification (B-10)

### General Information

Organization Type	City, County or Local Government Unit or Department of Transportation
-------------------	---

### Demographic Information

<b>Primary UZA</b>	
302 - Longview, TX	
	<b>Service Area Square Miles</b>
	44
	<b>Service Area Population</b>
	80,445

NTD ID	60081
Reporter Name	Longview Transit
Report	2015 (Revision: 4)

## Stations and Maintenance Facilities - DO - (A-10) - DR DO

### Maintenance Facilities

Type	Owned	Leased from Another Public Agency	Leased from a Private Entity	Totals
General Maintenance Facilities (Less than 200 Vehicles)	0.4			0.4
General Maintenance Facilities (Between 200 - 300 Vehicles)				0
General Maintenance Facilities (Greater than 300 Vehicles)				0
Heavy Maintenance Facilities				0
<b>Totals</b>	<b>0.4</b>	<b>0</b>	<b>0</b>	<b>0.4</b>

NTD ID	60081
Reporter Name	Longview Transit
Report	2015 (Revision: 4)

## Stations and Maintenance Facilities - DO - (A-10) - MB DO

### Passenger Stations

Stations	Number of Facilities
Americans with Disabilities Act of 1990 (ADA) accessible	
Americans with Disabilities Act of 1990 (ADA) non-accessible	
<b>Total Stations</b>	
<b>Number of Multi-Modal Stations</b>	

### Escalators/Elevators

Other Facilities	Number of Facilities
Elevators	
Escalators	

### Maintenance Facilities

Type	Owned	Leased from Another Public Agency	Leased from a Private Entity	Totals
General Maintenance Facilities (Less than 200 Vehicles)	0.6			0.6
General Maintenance Facilities (Between 200 - 300 Vehicles)				0
General Maintenance Facilities (Greater than 300 Vehicles)				0
Heavy Maintenance Facilities				0
<b>Totals</b>	<b>0.6</b>	<b>0</b>	<b>0</b>	<b>0.6</b>

NTD ID	60081
Reporter Name	Longview Transit
Report	2015 (Revision: 4)

Revenue Vehicle Inventory (A-30) - DR DO

Fleets

RVI ID	Vehicle Type	Total Vehicles	Active Vehicles	Dedicated Fleet	Manufacturer	Describe Other Manufacturer	Model	Year Manufactured	Year Rebuilt	Fuel Type	Dual Fuel Type	Vehicle Length	Seating Capacity	Standing Capacity	Ownership Type	Funding Type	ADA Accessible Vehicles	Supports Another Mode/TOS	En Cc Ve
16906	Bus (BU)	1	1	Yes	GCC - Goshen Coach		GC2	2003		Gasoline		25	22	0	OOPA	UA	1		
34861	Van (VN)	1	1	Yes	GMC - General Motors Corporation		Uplander	2009		Gasoline		18	4	0	OOPA	UA	1		
34862	Bus (BU)	1	1	Yes	GCC - Goshen Coach		GC2	2009		Gasoline		25	22	0	OOPA	UA	1		
45937	Van (VN)	2	2	Yes	DTD - Dodge Division	Chrysler Corporation	Amerivan	2011		Gasoline		18	4	0	OOPA	UA	2		
<b>Total</b>		<b>5</b>	<b>5</b>														<b>5</b>		

Energy Consumption

Energy Type	Amount	Unit
Gasoline		Gallons

NTD ID	60081
Reporter Name	Longview Transit
Report	2015 (Revision: 4)

**Revenue Vehicle Inventory (A-30) - MB DO**

**Fleets**

RVI ID	Vehicle Type	Total Vehicles	Active Vehicles	Dedicated Fleet	Manufacturer	Describe Other Manufacturer	Model	Year Manufactured	Year Rebuilt	Fuel Type	Dual Fuel Type	Vehicle Length	Seating Capacity	Standing Capacity	Ownership Type	Funding Type	ADA Accessible Vehicles	Supports Another Mode/TOS	Err Co
16929	Bus (BU)	1	1	Yes	EBC - ElDorado Bus (EBC Inc.)		EZLotrans	2005		Diesel Fuel		29	21	0	OOPA	UA	1		
51303	Bus (BU)	1	1	Yes	EBC - ElDorado Bus (EBC Inc.)		EZLotrans	2006		Diesel Fuel		29	21	0	OOPA	UA	1		
51304	Bus (BU)	2	2	Yes	EBC - ElDorado Bus (EBC Inc.)		EZLotrans	2008		Diesel Fuel		29	21	0	OOPA	UA	2		
51305	Bus (BU)	2	2	Yes	EBC - ElDorado Bus (EBC Inc.)		EZLotrans	2008		Diesel Fuel		29	21	0	OOPA	UA	2		
340871	Bus (BU)	2	2	Yes	EBC - ElDorado Bus (EBC Inc.)		EZ Rider II	2014		Diesel Fuel		35	35	0	OOPA	UA	2		
<b>Total</b>		<b>8</b>	<b>8</b>														<b>8</b>		

**Energy Consumption**

Energy Type	Amount	Unit
Bio-Diesel		Gallons
Diesel Fuel		Gallons

**DRAFT**

NTD ID	60081
Reporter Name	Longview Transit
Report	2015 (Revision: 4)

## Reduced Reporting (RR-20) - Small Systems

### Expenses by Type

Mode	Funds Expended on Operations	Funds Expended on Capital
DR DO	\$134,351	\$0
MB DO	\$1,798,046	\$550,961
<b>Total</b>	<b>\$1,932,397</b>	<b>\$550,961</b>

### Sources Of Revenue Expended

Mode	Funds Expended on Operations	Funds Expended on Capital
DR DO	\$19,412	\$0
MB DO	\$181,099	\$0
<b>Total</b>	<b>\$200,511</b>	<b>\$0</b>

### Other Directly Generated Funds

Field	Funds Expended on Operations	Funds Expended on Capital
Other Directly Generated Funds	\$134,063	\$0

### Revenues Accrued Through a PT Agreement

Agreement Type	Funds Expended on Operations	Funds Expended on Capital
With an NTD Reporting Agency	\$0	\$0
With a non-NTD Reporting Agency	\$0	\$0
<b>Total</b>	<b>\$0</b>	<b>\$0</b>

### Non-Federal Data

Funding Sources	Funds Expended on Operations	Fundings Expended on Capital
Donations	\$0	\$0
Contract Revenues	\$0	\$0
Local Funds	\$234,605	\$65,395
State Funds	\$276,509	\$0

Funding Sources	Funds Expended on Operations	Fundings Expended on Capital
Other	\$0	\$0
<b>Total</b>	<b>\$511,114</b>	<b>\$65,395</b>

**Federal Government Funds**

Funding Sources	Funds Expended on Operations	Fundings Expended on Capital
FTA Metropolitan Planning (5303)	\$0	\$0
FTA Urbanized Area Formula (UAFP) Program (5307)	\$1,031,585	\$258,637
FTA Urbanized Area Program Funds: Capital Assistance Spent on Operations (5307)	\$0	\$0
ARRA Urbanized Area Program Funds (5307)	\$0	\$0
Capital Assistance Spent on Operations (5307)	\$0	\$0
FTA Clean Fuels Program (5308)	\$0	\$0
Funds Received from Other USDOT Grant Programs	\$0	\$0
ARRA TIGER Multimodal Discretionary Funds	\$0	\$0
FTA Capital Program Funds (5309)	\$0	\$0
ARRA Major Capital Investment (New Starts) Funds (5309)	\$0	\$0
FTA Special Needs of Elderly Individuals and Individuals with Disabilities Formula Program (5310)	\$0	\$65,808
Capital Assistance Spent on Operations (5310)	\$0	\$0
FTA Other than Urbanized Area (5311)	\$0	\$117,667
Capital Assistance Spent on Operations (5311)	\$0	\$0
FTA ARRA Other than Urbanized Area (5311)	\$0	\$0
Capital Assistance Spent on Operations (5311)	\$0	\$0
FTA Tribal Transit Funds (5311)	\$0	\$0
ARRA Tribal Transit Funds (5311)	\$0	\$0
FTA Job Access and Reverse Commute Formula Program (5316)	\$0	\$0
FTA New Freedom Program (5317)	\$55,124	\$0
Capital Assistance Spent on Operations (5317)	\$0	\$0
FTA Transit in the Park (5320)	\$0	\$0
ARRA TIGGER (Greenhouse Gas and Energy Reduction) Funds	\$0	\$0
Other FTA Funds	\$0	\$43,454
Capital Assistance Spent on Operations	\$0	\$0
Other Federal Funds	\$0	\$0
Other Funds	\$0	\$0
<b>Total</b>	<b>\$1,086,709</b>	<b>\$485,566</b>

**Service Data**

Modes	Annual Vehicle Revenue Miles	Annual Vehicle Revenue Hours	Annual Unlinked Passenger Trips	Annual Vehicles of Maximum Service	Sponsored Services UPT
DR DO	50745	3723	7102	3	0

Modes	Annual Vehicle Revenue Miles	Annual Vehicle Revenue Hours	Annual Unlinked Passenger Trips	Annual Vehicles of Maximum Service	Sponsored Services UPT
MB DO	302457	17664	251586	5	
<b>Total</b>	<b>353202</b>	<b>21387</b>	<b>258688</b>	<b>8</b>	<b>0</b>

**Safety Data**

Safety Data	Reportable Incidents	Fatalities	Injuries
	0	0	0

NTD ID	60081
Reporter Name	Longview Transit
Report	2015 (Revision: 4)

## Federal Funding Allocation Statistics (FFA-10) DR DO

### FFA-10 Data

	Other Form Data	Annual Total	Allocated (%)
Total VRH	3,723	3,723	100
Total UPT	7,102	7,102	100
NFG VRM	50,745	50,745	100
NFG OE	\$134,351	\$134,351	100

### Selected UZA Data

UZA	Total VRH	Total UPT	NFG VRM	NFG OE
302	3,723.00	7,102.00	50,745	134,351

NTD ID	60081
Reporter Name	Longview Transit
Report	2015 (Revision: 4)

## Federal Funding Allocation Statistics (FFA-10) MB DO

### FFA-10 Data

	Other Form Data	Annual Total	Allocated (%)
Total VRH	17,664	17,664	100
Total UPT	251,586	251,586	100
NFG VRM	302,457	302,457	100
NFG OE	\$1,798,046	\$1,798,046	100

### Selected UZA Data

UZA	Total VRH	Total UPT	NFG VRM	NFG OE
302	17,664.00	251,586.00	302,457	1,798,046

**DRAFT**

NTD ID	60081
Reporter Name	Longview Transit
Report	2015 (Revision: 4)

## CEO Certification (D-10)

### Overall Accuracy of the NTD Annual Report

*The financial and non-financial operating data in this submission are accurate and truthful records of the financial transactions and operations of Longview Transit.*

Is the statement above accurate and truthful? (Y/N)
Y

### Conformance to FTA NTD Manuals & USOA

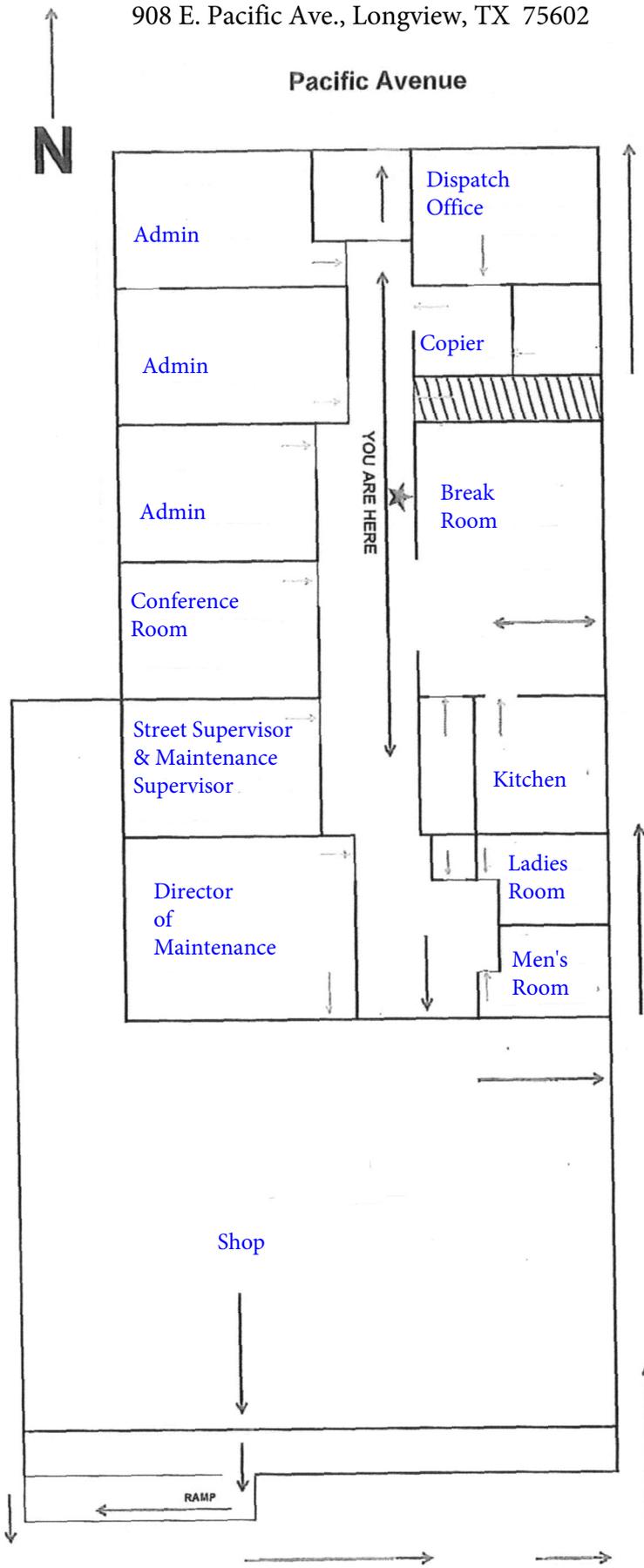
*The financial and non-financial operating data in this submission conform in all material respects with the accounting and definitional requirements of the Federal Transit Administration's (FTA) National Transit Database (NTD) Reporting manuals and Uniform System of Accounts (USOA).*

Is the statement above accurate and truthful? (Y/N)
Y

### Unlinked Passenger Trip Data

Mode	Collection Method
DR DO	100% count of passenger mile data (actual data)
MB DO	100% count of passenger mile data (actual data)

Longview Transit Building Layout  
908 E. Pacific Ave., Longview, TX 75602



**Longview Transit  
City-Owned  
Maintenance Equipment**

- 1. Komatsu FG15HT-16 S/N 650849A Forklift**
- 2. On-vehicle brake lathe**
- 3. tire balancer ACU 1850 sn#0705049604489**
- 4. 4 column set lift 24v wireless MCHW418U100RD**
- 5. 20 ton press MTN5720**
- 6. Clarke welder CLKWE6000**
- 7. Main air compressor HR10-25 model R30D**
- 8. Two Robin air unit 134A OSP 34134Z**
- 9. Four Heavy duty Jack Stands**
- 10. Two Transmission Jacks**
- 11. Drive-on Hydraulic Lift**

2016 Longview Transit Fleet Inventory

Current Miles	Vehicle #	Tag #	City Asset #	Year	Make	Model	Manufacturer Date	Gross Weight	Passenger Capacity	Wheelchair Capacity
390,099	601	1230025	010389	2006	Internat'l	3200	1/30/06	23,000	21	3
258,192	701	1044249	010810	2008	Internat'l	3200	8/15/07	25,600	21	3
251,852	702	1083725	010809	2008	Internat'l	3200	10/18/07	25,600	21	3
211,697	1101	1094125	010960	2008	Internat'l	3200	7/12/2010	25,600	21	3
182,056	1102	1094138	010961	2008	Internat'l	3200	7/12/2010	25,600	21	3
87,677	1301	1144924	011449	2014	Eldorado	EZ-rider	12/20/2013	34,000	35	3
68,997	1401	1172099	011718	2014	Eldorado	EZ-rider	11/4/2014	34,000	35	3
25,698	1501	1230123	011823	2015	Eldorado	EZ-rider	9/24/2015	34,000	35	3
303,624	304	1230001	010101	2003	Ford	E-450	10/10/02	24,190	20	2
140,546	802	1044153	010678	2008	Chevy	Uplander	9/1/08	5,842	4	1
153,056	901	1044226	010749	2009	Ford	E-450	5/1/2009	14,500	18	2
113,218	1103	1094147	010983	2010	Dodge	Caravan	11/9/2010	6,050	4	1
111,521	1104	1094146	010984	2010	Dodge	Caravan	11/9/2010	6,050	4	1
77,393	401	863837	010132	2004	Ford	F-250	11/6/03	8,800	3	N/A
133,269	402	1230072	010150	2004	Ford	E-350	10/30/03	8,600	13	N/A
87,963	403	1230064	010151	2004	Chevy	Malibu	11/18/03	3,300	3	N/A
73,383	801	1230026	010577	2008	Ford	F-250	11/7/07	9,400	3	N/A
30,917	1105	1094150	010985	2011	Chevy	Express	1/18/2011	9,600	13	N/A
20,385	1201	1116564	011292	2012	Chevy	Malibu	10/1/2012	3,300	3	N/A

Vehicle #	Useful life	Date Received	Location	Cost	Usage Type
601	10 year	7/13/06	parking lot	\$121,997.00	Fixed Route
701	10 year	11/3/09	parking lot	\$162,803.00	Fixed Route
702	10 year	11/23/09	parking lot	\$162,803.00	Fixed Route
1101	10 year	9/29/10	parking lot	\$177,482.00	Fixed Route
1102	10 year	10/6/10	parking lot	\$177,482.00	Fixed Route
1301	10 year	12/31/13	parking lot	\$317,369.00	Fixed Route
1401	10 year	11/21/14	parking lot	\$320,299.00	Fixed Route
1501	10 year	10/14/15	parking lot	\$334,165.00	Fixed Route

304	4 year	1/2/03	parking lot	\$70,034.00	Paratransit
802	3 year	10/23/08	parking lot	\$33,210.00	Paratransit
901	4 year	9/18/09	parking lot	\$60,333.00	Paratransit
1103	3 year	1/28/11	parking lot	\$42,985.00	Paratransit
1104	3 year	1/28/11	parking lot	\$42,985.00	Paratransit

401	10 year	11/28/03	parking lot	\$19,101.00	Maint Pickup
402	10 year	1/8/04	parking lot	\$17,619.00	Staff Van
403	10 year	1/6/04	parking lot	\$12,030.00	Staff Car
801	10 year	1/24/08	parking lot	\$24,296.00	Maint Pickup
1105	10 year	2/11/11	parking lot	\$26,511.00	Staff Van
1201	10 year	10/19/12	parking lot	\$20,769.00	Staff Car

Longview Transit  
Fixed Route and Paratransit Statistics

<u>Fixed Route</u>	2015						
		Route 1	Route 2/4	Route 3	Route 5	Route 6	Total
Miles		60,288	60,288	71,592	75,360	75,046	342,574
Hours		4,071	4,071	4,071	4,071	4,071	20,355
Passengers		38,567	70,419	58,765	38,954	40,909	247,614

<u>Paratransit</u>	2015
Trips	7,476
Active Customers	225
Total Customers	468

<u>Trendline Projections</u>	<u>Paratransit</u>		<u>Fixed Route</u>	
	2016	2017	2016	2017
Trips	9,718	12,633		
Active Customers	292	379		
Total Customers	608	790	249,097	250,592
Estimated Change	30% Growth		.06% Growth	

## **SECTION 3 – PROPOSAL EVALUATION AND CONTRACT AWARD**

### **3-1 General**

Proposers will be required to submit supporting documentation on the technical aspects and cost. The Evaluation Committee may elect to interview Proposers in order to clarify their proposals and/or for the Proposers to make oral presentations. If interviews, presentations, or negotiations are held, the Evaluation Committee may re-evaluate the proposals of those firms interviewed. City of Longview expects all Proposers to fully cooperate with its evaluation process.

### **3-2 Eligibility for Award**

In order to be eligible for award, Proposers must be responsive and responsible.

- A. Responsive proposals are those complying in all material aspects of the solicitation, both as to the method and timeliness of submission, and as to the substance of the resulting Contract. Proposals that do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.
- B. Responsible Proposers are those prospective Contractors who, at a minimum, must:
  - 1. Have adequate financial resources, as required, during performance of the Contract. The company/firm must demonstrate its financial capability, including financial resources. This can be satisfied by a letter from the company's financial institution stating its current financial worthiness and creditability.
  - 2. Have necessary technical capability to perform.
  - 3. Are able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
  - 4. Have a satisfactory record of past performance.
  - 5. Certify that they are not on the U.S. Comptroller General's list of ineligible Contractors.
  - 6. Are qualified providers of the services being offered.
  - 7. Are otherwise qualified and eligible to receive an award under applicable laws and regulations.

### **3-3 Evaluation of Proposals**

The Evaluation Committee will evaluate the proposals in accordance with the criteria set forth below. The total evaluation points, as separately determined by each Evaluation Committee member, will be added together, and each Proposer will be ranked in numerical sequence, from the highest to the lowest score.

A committee will conduct the evaluations.

After receipt of all proposals, the City of Longview Evaluation Committee shall evaluate each proposal using the criteria described in this Section and may require written clarification to questions raised in the Proposal. The Evaluation Committee may also ask the top proposers from this process to give them a presentation, which will be evaluated using the same criteria as that used for the proposals. Attendance at oral interviews is at the vendor's expense.

City of Longview will not be liable for any expense incurred in the preparation of the proposals. City of Longview shall be under no obligation to return any response to this RFP or other material submitted as a result of this RFP.

### 3-4 Scoring and Evaluation Criteria

Proposals will be evaluated by an Evaluation Committee named by the City of Longview City Manager. The evaluation will be based on the Scope of Work, provided by the Proposer as prescribed in Section 2 of this RFP, and any addenda thereto, as well as the minimum requirements of the components, warranty, service, support, and other deliverables of this procurement.

The award of this Contract shall be made to the Proposer whose proposal, in the opinion of the City of Longview best meets the established criteria listed herein.

Each criterion has been assigned a weighting factor that reflects the relative significance or priority each criterion has in determining the costs and quality associated with this service. The proposal receiving the highest total score shall be deemed the proposal, in the opinion of the Evaluation Committee, that best meets the established criteria listed herein. The proposal that is evaluated by an Evaluation Committee as the best with regard to a particular criterion will receive the maximum number of points for that criterion. The evaluation criteria are listed as follows:

- Organizational Capabilities and the Resident General Manager (Team, if applicable) (25%)
- Prior Performance on Similar Projects / Background /Experience/ References (20%)
- Technical Capacity / Project Approach (30%)
- Management Plan (10%)
- Cost Proposal (15%)

City of Longview is seeking the highest quality, most professional services available. While cost is certainly a very important factor in this personal service procurement; it will not be the sole basis on which proposals are evaluated. As such, the following criteria have been established by which all proposals will be evaluated:

**A. Organizational Capabilities and the Resident General Manager (Team, if applicable) (25%) –**

Proposer shall provide an organizational structure of the company. Include resumes' and list background and experience of the Resident General Manager and any key personnel that will be working directly with the City of Longview. This should include sufficient information indicating personnel education and experience, as well as any other information relative to performance of this contract. The extent, depth and quality of the individual's relevant work experience will be evaluated, as well as the quality and applicability of the individual's education, technical expertise, and professional development as they relate to this proposed position. Clear information should be included regarding the proposed Resident General Manager's availability to perform the position on the dates for the listed dates of performance. Proposer must detail the availability of corporate support. Proposer must provide proof of the financial viability of the firm exhibiting adequate financial resources. The company/firm will be evaluated on its financial capability, including financial resources. This can be satisfied by a letter from the company's financial institution stating its current financial worthiness and creditability. Additionally, Professional personnel assigned to the operation of the services will be measured by experience and education, with particular reference to experience on similar projects as that described in the RFP. Proposer must demonstrate the ability and staff to provide the services outlined in the Scope of Work (Section 2) of this RFP. This factor identifies and reviews relevant qualifications, and then makes an overall assessment of the City of Longview's confidence that the individual names as the Resident General Manager will successfully perform the effort described in the RFP, based on demonstrated understanding of the Scope of Services in similar positions.

**B. Prior Performance on Similar Projects/Background/Experience/References (20%) –**

The Proposer shall submit at least three (3) examples of similar projects that the proposer has undertaken (indicating current status of the project) within the last three (3) years. For each reference cited as related experience, furnish the name, title, address, and telephone number of the person(s) at the organization who

is most knowledgeable about the work performed. The information shall describe the contract, including U.S. dollar value, number of vehicles, annual passenger trips, number of years the company has held the contract, and the current contract start date. Any situation in which claims for damages have or are being made against the Proposer, a contract has been canceled, or a claim has been made on a surety bond, must be clearly explained. A contact person's name and phone number from each procuring agency must be provided. City of Longview is seeking the ability of the Proposer to demonstrate a history of providing high quality customer service, as quality is a vital review component. This factor identifies and reviews relevant present and past performance, and then makes an overall assessment of the City of Longview's confidence that the proposer will successfully perform the effort described in the RFP, based on the proposer's demonstrated present and past performance. In evaluating this factor City of Longview will use the performance information gathered from proposer-provided references. Furthermore, the City of Longview reserves the right to use data independently obtained from other transit agencies, other customers known to the City of Longview, and others who may have useful and relevant information. In evaluating past performance, the City of Longview will consider the proposer's past performance record with regard to quality, timeliness, and performance results. The City of Longview will consider the relevancy and extent of past performance. Positive experience with contracts of closely similar terms to the Scope of Services may result in a favorable rating for this factor.

**C. Technical Capacity/Project Approach (30%)**

This criterion considers the Proposer's compliance with and methodology for providing the minimum required scope of work services being proposed, to include how these services will be provided, and the Proposer's ability to meet the needs of City of Longview for the desired services. This category will also include the effectiveness of the Business Plan. In addition this category will also consider the Proposer's ability to meet or exceed the Scope of Work requirements, objectives provided and relevant schedules and milestones. City of Longview welcomes suggestions or enhancements, to the requirements outlined in the RFP Scope of Work but the suggestions, enhancements, and other services must meet minimum requirements as outlined in this RFP solicitation. This factor evaluates the proposer's approach to ensuring high quality management of service delivery by providing technical assistance to the Resident General Manager and the City of Longview. The proposer shall include the proposer's approach to start-up and mobilization to ensure a timely smooth start-up of services. This criterion will also consider the technical services proposed to the City of Longview along with the ability of the proposer to demonstrate the understanding of the requirements of the contract to provide technical services for matters including but not limited to reporting for the National Transit Database and the Texas Department of Transportation PTN-128 reports, assistance preparing for FTA Triennial Reviews and TxDot Compliance Reviews, etc.

**D. Management Plan (10 %)**

This factor evaluates the proposer's approach to ensuring high quality management of service delivery and evaluates the proposer's approach to ensuring the Resident General Manager is successful in the proposed Scope of Work. Proposer must demonstrate thorough understanding of the services to be provided and the activity required to ensure high quality service, outlining responsibility for supervision of the General Manager's performance, documentation and resolution of deficiencies, corrective action and interface with the City of Longview, including a detailed plan describing a comprehensive approach to proactive and reactive activities to support the General Manager. Proposal must reflect industry best practice and demonstrates a thorough understanding of the requirements in the Scope of Services.

**E. Cost Proposal Price (15%)**

Price is an important determinant for award, but not the sole consideration. The price proposed for the management fee and any price escalation proposed for the duration of the contract. The cost structure of the proposed contract will be payment of a monthly fixed fee for transit management services. Proposers shall provide the price proposed for the management fee and any price escalation proposed for the duration of the initial contract. Also list any start-up costs for the transition period prior the beginning of the contract. Please use form provided (Attachment B) when providing this fee. The Cost Proposal shall be submitted in a sealed envelope, separate from the Technical Proposal. Points for the Price Proposal will be awarded in proportion to the lowest price. The lowest price proposal will receive the maximum points.

**F. Use of DBE's**

The City has established a 2.5% or higher DBE contract goal. Contractor will be required to make a good-

faith effort to utilize DBE's when possible.

### **3-5 Interviews**

Interviews of Proposers may be conducted by the Evaluation Committee and may include, but will not be limited to, items listed below.

- A. A presentation on the history of the Proposer and/or its subcontractor(s), including relevant experience with similar type and size projects.
- B. An introduction of the key staff people assigned to the project and/or description of their background and experience. This may include principals in the Proposer or proposed General Manager. When present, each individual should be prepared to discuss, in detail, the background they bring to this project and their specific role in the project. If not present, a representative of the Proposer should be prepared to provide the necessary detailed information and answer questions concerning all relevant background and experience.
- C. A summary of the submitted proposal, highlighting key points and implementation timelines.

### **3-6 Competitive Range**

The evaluation of proposals may result in reductions of the number of proposals that remain in a competitive range. The competitive range is determined through a preliminary evaluation of proposals, which applies the evaluation criteria as set forth above. The Proposers remaining in the competitive range may be invited to participate in additional evaluations, interviews, Best and Final Offers, or negotiations.

### **3-7 Negotiations**

City of Longview may undertake concurrent negotiations with Proposers determined to be within a competitive range. City of Longview does, however, reserve the right to award a Contract based on the original proposal without any negotiations. The decision to award without negotiation may be made by the City of Longview if, in the opinion of the City of Longview, preliminary evaluation of the proposals received indicates that the best achievable and technically acceptable proposal has been received.

Concurrent negotiations with all Proposers whose proposals are within the competitive range may be conducted by City of Longview. Negotiations may be entered with one (1) or more Proposers to finalize contract terms and conditions. In the event negotiations are not successful, City of Longview may initiate negotiations with another Proposer or other Proposers, or reject all proposals.

Negotiation of a Contract will be in conformance with all applicable federal, state, and local laws, regulations, rules, and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed Contract.

### **3-8 Single Proposal Response**

If only one proposal is received in response to the RFP, a detailed cost proposal and analysis of three (3) proposals, if available, awarded to the Proposer within the past two (2) years may be requested of the single Proposer. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

### **3-9 Contract Award**

Contract award, if any, will be made by City of Longview's City Council, after the Evaluation Committee's rankings and recommendations, to the responsible Proposer whose proposal meets the requirements of the RFP, and will be the most advantageous to the City of Longview with respect to operational plan, quality, and other factors as evaluated by City of Longview. City of Longview shall have no obligations until a Contract is

executed by both the Proposer and the City of Longview.

Contract award will occur when City of Longview signs the Contract. No other act of the City of Longview shall constitute Contract award. The Contract will establish the Contract value and shall incorporate the terms of this document, but will not be the authorization for Contractor to proceed.

**3-10 Execution of Contract and Notice to Proceed**

The Proposer to whom City of Longview intends to award the Contract shall sign the Contract and return it to City of Longview. Upon authorization by City of Longview’s designee, a Contract will be accepted and executed. Upon receipt by City of Longview of any required documentation and submittals by Contractor, a Notice to Proceed may be issued, if appropriate.

If any proprietary, privileged, or confidential information or data is included in the Contractor’s proposal, each page that contains this information or data should be marked as such (e.g., “Proprietary,” “Confidential,” “Business Secret or “Competition Sensitive”).

All data, documentation, and innovations developed as a result of these contractual services shall become the property of City of Longview.

## SECTION 4 – STANDARD CONTRACTUAL TERMS AND CONDITIONS

### 4-1 Administration

This Contract is between City of Longview and the Contractor, who will be responsible for performing the services described herein. City of Longview is not party to defining the division of work between the Contractor and its subcontractors, if any, and the Scope of Work has not been written with this intent.

The Contractor represents that it has, or will obtain, all duly licensed and qualified personnel and equipment required to perform hereunder. Contractor's performance under this Contract shall be monitored and reviewed by City of Longview's City Manager's office and/or other designated supervisor or agent. Reports and data required to be provided by Contractor shall be delivered to the Assistant City Manager and/or other designated supervisor or agent. Questions by the Contractor regarding interpretation of the terms, provisions, and requirements of this Contract shall be initially addressed to the Purchasing Manager and/or other designated supervisor or agent for response.

### 4-2 Notification of Delay

The Contractor will notify City of Longview Purchasing Manager and/or other designated supervisor or agent as soon as the Contractor has, or should have, knowledge that an event has occurred which will delay delivery or start-up of services. Within five (5) business days, the Contractor will confirm such notice in writing, furnishing as many details as is available.

### 4-3 Request for Extension

The Contractor agrees to supply, as soon as such data are available, any reasonable proofs that are required by City of Longview's Purchasing Manager and/or other designated supervisor or agent to make a decision on any request for extension of time. City of Longview's Purchasing Manger and/or other designated supervisor or agent will examine the request and any documents supplied by the Contractor, and will determine if the Contractor is entitled to an extension of time, and the duration of such extension. City of Longview's Purchasing Manager and/or other designated supervisor or agent will notify Contractor of the decision in writing. It is expressly understood and agreed that the Contractor will not be entitled to damages or compensation, and will not be reimbursed for losses, on account of delays resulting from any cause under this provision.

### 4-4 Contract Changes

Any proposed change in the Contract will be submitted to City of Longview for its prior written approval, and City of Longview will make the agreed upon change(s), if any, by a Contract Amendment. City of Longview may, at any time by written order, and without notice to the sureties, make changes within the general scope of this Contract. No verbal order or other conduct by City of Longview will constitute a Contract Amendment, unless confirmed in writing by City of Longview.

If any such change causes an increase or decrease in the cost or the time required for the performance of any part of the work under this Contract, an equitable adjustment may be made, at the sole discretion of City of Longview, in the Contract price, or delivery schedule, or both, and the Contract will be modified in writing accordingly. Every Contract Amendment may require a cost/price analysis to determine the reasonableness of the proposed change.

Any claim by Contractor for adjustment under this clause must be asserted within fourteen (14) calendar days from the date of receipt by Contractor from City of Longview of the notification of change. The request for equitable adjustment must be in writing and state the general nature and monetary extent of the claim. City of Longview may require additional supporting documents and cost or price analysis to determine the validity of the claim/request. No claim by Contractor for an equitable adjustment hereunder will be allowed, if asserted after final payment under this Contract. No claim will be allowed for any costs incurred more than twenty (20) calendar days before Contractor gives written notice, as required in this section.

#### **4-5 Contract Amendment Procedure**

- A.** Contract Changes: Any change in this Contract proposed by Contractor shall be submitted to City of Longview's Purchasing Manager and/or other designated supervisor or agent for approval.
- B.** Written Contract Amendments: Verbal Contract Amendments are not permitted nor enforceable. No change in this Contract shall be made unless City of Longview or the City of Longview's designated representative gives prior written approval therefore. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by the City of Longview's designated representative.
- C.** Contract Amendment Procedure: Within fifteen (15) calendar days after City of Longview's receipt of the written request to modify the Contract, the Contractor shall submit to City of Longview Purchasing Manager and/or other designated supervisor or agent a detailed price and schedule proposal for the work to be performed. This proposal may be accepted or modified by negotiations between the Contractor and City of Longview Purchasing Manager and/or other designated supervisor or agent. If mutually agreed upon, a detailed modification shall be executed in writing by both parties.
- D.** Price Adjustment for Regulatory Changes: If price adjustment is indicated, either upward or downward, it shall be negotiated between City of Longview and Contractor for changes that are mandatory, as a result of legislation or regulations that are promulgated and become effective between the date of proposal opening and the date of contract performance. Such price adjustment may be modified, where required.

#### **4-6 Instructions by Unauthorized Third Persons**

In accordance with Subsection 4-4, Contract Changes, of the solicitation, City of Longview or the City of Longview's authorized representative are the only persons authorized to make changes within the general scope of the Contract.

Any instructions, written or oral, given to the Contractor by someone other than City of Longview's authorized representative, which are inconsistent with the Contract, shall not constitute an authorized Contract change. Any action on the part of the Contractor, taken in compliance with such instructions, will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change.

#### **4-7 Cost or Price Analysis**

City of Longview reserves the right to conduct a cost or price analysis for any purchase. City of Longview may be required to perform a cost analysis when competition is lacking for any purchase. Sole source procurements, which result in a single proposal being received, will be subject to a cost analysis, which will include the appropriate verification of cost data, the evaluation of specific elements of costs, and the projection of data to determine the effect on proposal prices. City of Longview may require a Pre-Award Audit and potential Contractors shall be prepared to submit data relevant to the proposed work, which will allow City of Longview to sufficiently determine that the proposed price is fair, reasonable, and in accordance with federal, state, and local regulations. Procurements resulting in a single proposal will be treated as a negotiated procurement, and City of Longview reserves the right to negotiate with the single Proposer to achieve a fair and reasonable price. If a negotiated price cannot be agreed upon by both parties, City of Longview reserves the right to reject the single proposal. Contract amendments or modifications will be subject to a cost analysis.

#### **4-8 Termination**

##### **A. Termination for Convenience**

The City of Longview may terminate this Contract in accordance with this clause in whole, or from time to time, in part, whenever City of Longview shall determine that such termination is in the City of Longview's best interest. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination

specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a Notice of Termination, and except as otherwise directed by City of Longview's representative, the Contractor shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
2. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
4. Assign City of Longview all of the rights, title, and interest of Contractor under the orders and subcontracts so terminated, in which case City of Longview shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of City of Longview to the extent the City of Longview may require, which approval or ratification shall be final for all the purposes of this clause; and
6. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination, and take such action as may be necessary, or as City of Longview may direct, for the protection or preservation of the property related to this Contract, which is in the possession of Contractor and in which City of Longview has or may acquire an interest. Settlement of claims under this Termination for Convenience clause shall be in accordance with Paragraphs (c) through (m) of the clause contained in the Federal Acquisition Regulation (FAR) Part 52, Subpart 52.249-2, except that wherever the word "Government" or "Contracting Officer" appears, it shall be deleted and the words "City of Longview" shall be substituted in lieu thereof.

#### **B. Termination for Breach or Default**

City of Longview may, by written Notice of Default to Contractor, terminate the whole or any part of this Contract, if Contractor fails to perform the services within the time specified herein or any extension thereof; or Contractor breaches any warranty provisions of the Contract; or Contractor fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and does not cure such failure within a period of ten (10) business days (or such longer period as City of Longview may authorize in writing) after receipt of notice from City of Longview specifying such failure.

If the Contract is terminated in whole or in part for default, City of Longview may procure, upon such terms and in such manner as City of Longview may deem appropriate, services similar to those so terminated. Contractor shall be liable to City of Longview for any excess costs for such similar services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

In the event of any termination, City of Longview shall pay the agreed rate only for services delivered up to the date of termination. City of Longview has no obligation to Contractor, of any kind, after the date of termination. Contractor shall deliver all records, equipment, and materials to City of Longview within five (5) business days of the date of termination. City of Longview may withhold from these amounts any sum the City of Longview determines to be necessary to protect the City of Longview against loss, because of outstanding liens or claims of former lien holders.

If, after Notice of Termination of this Contract is served under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to termination for convenience of City of

Longview hereunder.

The rights and remedies of the City of Longview provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

**C. Waiver of Remedies for any Breach**

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

**4-9 Lack of Funds**

This Contract shall not be construed as creating any debt by or on behalf of the City of Longview and all obligations of the City of Longview are subject to the availability of funds. If expected or actual funding is withdrawn, reduced, or limited in any way prior to the expiration date set forth in this Contract, or in any amendment hereto, City of Longview may, upon written notice to Contractor, terminate this Contract in whole or in part. Such termination shall be in accordance with City of Longview's rights to terminate for convenience or default. In addition and notwithstanding anything contained in this Contract to the contrary, in the event the funds appropriated by the City of Longview's governing body in any fiscal period of the City of Longview for any amounts due under this Contract are insufficient therefore, this Contract shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of Longview of any kind whatsoever, except as to any amounts herein agreed upon for which funds shall have been appropriated and budgeted.

**4-10 Force Majeure**

The timely receipt of City of Longview's requirements is essential. If the requirements are not received on time in accordance with the delivery schedule, City of Longview may cancel the unfilled portion of the Contract for cause, purchase substitute requirements elsewhere, and recover from Contractor any increased costs thereby incurred, together with all resulting incidental and consequential damages. City of Longview may also terminate for cause, purchase substitute requirements elsewhere, and recover costs and damages for breach of Contractor obligations.

The Contractor shall be entitled to a reasonable extension of time from City of Longview for the delays caused by damage to Contractor's and/or City of Longview's property caused by fire, lightning, earthquakes, tornadoes, and other extreme weather conditions or acts of nature, power failures, riots, acts of civil or military authorities of competent jurisdiction, strikes, lockouts, and any other industrial, civil, or public disturbances beyond the control of the Contractor causing the inability to perform the requirements of this Contract. Any delay, other than those mentioned above, shall constitute a breach of Contractor's contractual obligations.

**4-11 Taxes, Licenses, Laws, and Certificate Requirements**

Contractor shall maintain and be liable for all taxes, fees, licenses, and costs as may be required by federal, state, and local laws, rules, and regulations for the conduct of business by Contractor and any subcontractors. The Contractor shall secure, and at all times maintain, any and all such valid licenses and permits as may be required to provide the services under this Contract. If for any reason, Contractor's required licenses or certificates are terminated, suspended, revoked, lapsed, or in any manner modified from their status at the time this Contract becomes effective, Contractor shall immediately notify City of Longview in writing of such condition.

The Contractor will give all notices and comply with all federal, state, local, and City of Longview laws, ordinances, rules, regulations, standards, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in these General Provisions of the Contract and the other Contract Documents. If the Contract Documents are at variance therewith in any respect, any necessary

changes shall be adjusted by appropriate modification. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by City of Longview in the Contract Documents shall be construed as an oversight, and shall not relieve the Contractor from its obligations to meet such fully and completely. Upon request, Contractor shall furnish to City of Longview certificates of compliance with all such laws, orders, and regulations. Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under the Contract.

Applicable provisions of all federal, state, and local laws, and of all ordinances, rules, and regulations shall govern any and all claims and disputes, which may arise between any company submitting a proposal response hereto and City of Longview by and through its officers, employees, and authorized representatives, or any other persons, natural and otherwise, and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

#### **4-12 Defective Work, Materials, or Services**

When, and as often as, City of Longview determines that the work, materials, or services furnished under the Contract are not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to the Contractor. Within seven (7) calendar days of receiving such written notification, the Contractor must supply City of Longview with a written detailed plan, which indicates the time and methods needed to bring the work, materials, or services within acceptable limits of the Contract. City of Longview may reject or accept this plan at its discretion. In the event this plan is rejected, the work, materials, or services will be deemed not accepted, and returned to the Contractor at the Contractor's expense. This procedure to remedy defects is not intended to limit or preclude any other remedies available to the City of Longview by law.

#### **4-13 No Waiver of Warranties or Contractual Rights**

Conducting of tests and inspections, payment for a service, or acceptance of a service by City of Longview shall not constitute a waiver, modification, or exclusion of any express or implied warranty, or any right under this Contract or in law.

#### **4-14 Assignment**

Contractor shall not assign any interest, obligation, or benefit under or in this Contract or transfer any interest in the same, whether by assignment or notation, without the prior written consent of the City of Longview. If an assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of Contractor. Contractor shall also remain liable under the Contract after assignment. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender. An assignment may be conditioned upon the posting of bonds, securities, and the like by the assignee, and the assignee must assume the written Contract and be responsible for the obligations and liabilities of Contractor, known and unknown, under this Contract and applicable law.

City of Longview may assign its rights and obligations under the Contract to any successor to the rights and functions of the City of Longview, or to any governmental agency, to the extent required by applicable laws or governmental regulations, or to the extent City of Longview deems necessary or advisable under the circumstances.

#### **4-15 Indemnification and Hold Harmless**

To the maximum extent permitted by law, and except to the extent caused by the sole negligence of City of Longview, Contractor shall indemnify, defend, and hold harmless City of Longview, and the City of Longview's appointed officials, officers, agents, and employees, from and against any and all claims, suits, actions, losses, costs, penalties, and damages of any kind or nature whatsoever arising out of, in connection with, or incident to the services provided by or on behalf of Contractor, including, but not limited to, reasonable attorney fees, expert expenses and costs of litigation. In addition, Contractor shall, at City of Longview's option, assume

the defense of City of Longview and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incident to such services, and shall pay all defense expenses, including reasonable attorney's fees, expert fees, and costs incurred by City of Longview on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against City of Longview by an employee or former employee of Contractor or its subcontractors, and Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects City of Longview only, under any industrial insurance act, other than the Worker's Compensation Act, the Disability Benefit Act, or other employee benefit act of any jurisdiction, which would otherwise be applicable in the case of such claim. This indemnification obligation shall also obligate Contractor to protect, indemnify, defend, and save harmless City of Longview, and the City of Longview's appointed officials, officers, officials, agents, and employees from any and all claims or lawsuits alleging a violation of a third party's copyright or patent rights arising out of, or in connection with, Contractor's provision of services under this Contract. Notwithstanding anything provided in this Subsection, City of Longview retains the right to provide its own defense against any suits, claims, or actions, and to assess any costs of such defense to Contractor, including reasonable attorney's fees, expert witness fees, and court costs.

#### **4-16 Applicable Law and Forum**

All work done pursuant to any contract resulting from this RFP will be governed by and construed according to the laws of the State of Texas. This contract is performable in Longview, Texas. Any actions arising heretofore shall be filed in either federal District Court, in the Eastern District of Texas, Tyler Division, state court of appropriate jurisdiction located in Gregg County, Texas.

#### **4-17 Conflicts of Interest and Non-Competitive Practices**

- A.** Conflict of Interest – Contractor by entering into this Contract with City of Longview to perform or provide work, services, or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed and/or provided under this Contract, and that it shall not employ any person or agent having any such interest. In the event that Contractor or its agents, employees, or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to City of Longview., and take action immediately to eliminate the conflict or to withdraw from this Contract, as the City of Longview may require.
- B.** Contingent Fees and Gratuities – Contractor, by entering into this Contract with City of Longview to perform or provide work, services, or materials, has thereby covenanted:
  - 1. No person or selling agency except bona fide employees or designated agents or representatives of Contractor has been or will be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
  - 2. No gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Contractor or any of its agents, employees, or representatives, to any official, member or employee of City of Longview or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

#### **4-18 Disputes, Claims, and Appeals**

Contractor shall address questions or claims regarding meaning and intent of the Contract in writing to the City of Longview Assistant City Manager within ten (10) calendar days of the date in which Contractor knows or should know of the question or claim. The Assistant City Manager will ordinarily respond to Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth day following receipt by the Assistant City Manager.

In the event Contractor disagrees with any determination, decision or denial of the Assistant City Manager,

Contractor may, within five (5) calendar days of the date of such determination, decision or denial, appeal the determination, decision or denial in writing to the City Manager. Such written Notice of Appeal shall include all documents and other information necessary to substantiate the appeal.

All such claims, counterclaims, disputes and other matters in question between City of Longview and Contractor that are not resolved through the aforementioned appeal process, or through alternative dispute resolution pursuant to Paragraph 4-19 below, will be decided pursuant to Paragraph 4-16 above.

Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the City of Longview and/or the individual making the decision in the aforementioned appeal process. Failure to comply precisely with the time deadlines under this Subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgment of prejudice to the City of Longview.

#### **4-19 Mediation and Arbitration**

If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation, conducted by a mutually agreed upon third party mediator. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration in Longview, Texas upon the mutual agreement of the parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties to this Contract may seek to resolve disputes pursuant to arbitration, but are not required to do so. Nothing in this paragraph precludes any party from seeking further relief, once the required alternative dispute resolution efforts have failed.

#### **4-20 Reports, Record Retention, Audit Access, and Proof of Compliance with Contract**

- A.** Reports: The Contractor agrees to maintain and make available to the City of Longview those reports required by the U.S. DOT's grant management rules and any other reports the federal government may require. Additionally, the Contractor shall back up all electronic operations and maintenance data, and shall transmit this information to the City of Longview at upon request. The information shall be provided in an operating system language and software program that is compatible with the City of Longview's information technology system. The actual data tables and reports to be supplied by the Contractor shall be determined prior to Contract execution.
- B.** Record Retention: The Contractor agrees that, term of this Contract and for three (3) years thereafter after final payment, it will maintain intact and readily accessible all data, documents, reports, statistics, subagreements, leases, arrangements, third-party contracts or similar agreements of any type, and supporting materials and records relating to this Contract as the federal government may require.
- C.** Audit Access:
  - 1. Federal, state, local, or City of Longview auditors shall have access to Contractor's and its subcontractors' records for the purpose of inspection, cost or price analysis, audit, or other reasonable purposes related to this Contract. Federal, state, local, or City of Longview auditors shall have access to records and be able to copy such records during Contractor's normal business hours. Contractor shall provide proper facilities for such access, inspection, and copying.
  - 2. Audits may be conducted during or after the Contract period for purposes of evaluating claims by, or payments to, Contractor, and for any other reason deemed appropriate and necessary by City of Longview. Audits shall be conducted in accordance with generally accepted auditing principles and/or federal, state, local, or City of Longview audit procedures, laws, or regulations. Contractor shall fully cooperate with the auditor(s).
  - 3. If an audit is commenced more than sixty (60) calendar days after the date of final payment for Contract work, City of Longview shall give reasonable notice to Contractor of the date on which

the audit shall begin.

- D. Proof of Compliance with Contract: Contractor shall, upon request, provide City of Longview with satisfactory documentation of Contractor's compliance with the Contract. In addition, Contractor shall permit City of Longview, and if federally-funded, the FTA and the Comptroller General of the United States, or a duly authorized representative, to inspect all work, materials, payrolls, and other data and records involving the Contract.

#### **4-21 Other Public Agency Orders**

Other federal, state, county, and local entities may utilize the terms and conditions established by this Contract. City of Longview does not accept any responsibility or involvement in the purchase orders or contracts issued by other agencies.

#### **4-22 Conflicts of Interest – Current and Former Employees**

City of Longview seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former City of Longview employees in transactions with City of Longview. Consistent with this policy, no current or former City of Longview employee may contract with, influence, advocate, advise, or consult with a third party about a City of Longview transaction, or assist with the preparation of proposals submitted to City of Longview while employed by the City of Longview, or within one (1) year after leaving City of Longview's employment if he/she participated in determining the work to be done or process to be followed while a City of Longview employee.

All Proposers, vendors, or Contractors who anticipate contracting with the City of Longview must identify at the time of offer, such current or former City of Longview employees involved in preparation of proposals, or the anticipated performance of the services, if awarded the Contract. Failure to identify former City of Longview employees involved in this transaction may result in City of Longview denying or terminating this Contract for cause. In addition, after award, Contractor is responsible for notifying City of Longview's Purchasing Manager of current or former City of Longview employees who may become involved in the Contract any time during the term of the Contract.

Furthermore, no member, officer, or employee of City of Longview during their tenure, or for two (2) years thereafter, will have any financial interests, direct or indirect, in this Contract or the proceeds thereof.

#### **4-23 Severability**

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid, and enforceable, and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision.

#### **4-24 Non-Waiver of Breach**

No action or failure to act by City of Longview shall constitute a waiver of any right or duty afforded to City of Longview under the Contract; nor shall any such action or failure to act by City of Longview constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by City of Longview in writing.

#### **4-25 Use of City of Longview's Name in Contractor Advertising or Public Relations**

City of Longview reserves the right to review and approve or disapprove all City of Longview related copy prior to publication. Contractor will not allow City of Longview related copy to be published in Contractor's advertisements or public relations programs until submitting City of Longview related copy and receiving prior written approval from City of Longview. Contractor will agree that published information about City of Longview

or its program will be factual, and in no way imply that City of Longview endorses Contractor's firm, service, or product.

**4-26 Storm Water Management:** Contractor shall implement best management practices (BMPs) to prevent stormwater pollution to the maximum extent practicable in accordance with the City of Longview's Stormwater Management Program. These BMP's include at a minimum:

- Performing regular inspections and maintenance on vehicles and equipment to prevent fluid leaks.
- Implement standard operating procedures (SOPs) for spill prevention and cleanup that include at a minimum the following:
  - 1) arrival of the responsible person or response personnel hired by the responsible person at the site of the discharge or spill;
  - 2) initiating efforts to stop the discharge or spill; including maintaining onsite spill kits
  - 3) minimizing the impact to the public health and the environment;
  - 4) neutralizing the effects of the incident;
  - 5) removing the discharged or spilled substances; and
  - 6) managing the wastes.
- Training and equipping all employees who are present on City property in appropriate actions in accordance with the SOP.
- Provide upon request records of onsite inspections and BMP's.

**4-27 Certificate of Interested Parties (Form 1295)**

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

**The Filing Process:**

1. Prior to award by City Council, your firm will be required to log in to the Texas Ethics Commission, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." Your firm must print, sign and notarize Form 1295.
3. **Within seven (7) business days** from notification of pending award by the City of Longview Purchasing Department, the completed Form 1295 **must** be submitted to City of Longview.
4. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modification and/or amendments to a City of Longview contract.

Instructions and information are available at <https://www.ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800.

**BY SUBMITTING A BID YOUR FIRM AGREES TO ADHERE TO HB 1295 REFERENCED ABOVE**

**Please Note: No action required until notification of potential award by the City of Longview Purchasing Department.**

## SECTION 5 – SPECIFIC CONTRACTUAL TERMS AND CONDITIONS

### 5-1 Contract

A Contract shall be issued referencing this solicitation. Contract(s) shall define and authorize the work by Contractor based on the prices agreed to by City of Longview. The Contract(s) issued by City of Longview may reflect agreed to modification of Contract terms, funding, or other matters subject to Subsection 4-4, Contract Changes. The Contractor will be paid for only work that was performed.

### 5-2 Payment and Purchasing Procedures

Payments for equipment/services rendered and expenses incurred shall be made after delivery of Contractor's proper documentation to the City. The purchase of all large capital items shall be approved by the City of Longview in advance and must follow the City of Longview's purchasing policy. In addition, the Contractor shall supply to the City a monthly detailed account of all revenues and expenditures. This report will be used to determine any reimbursement and shall include the monthly management fee of the contractor. Reimbursement shall be payable by the last day of the following reported month. The Contractor agrees to supply with each report any additional information that may be requested by the City of Longview.

Large capital items are any item with a purchase price of \$5,000 or greater.

The City of Longview may, at any time, conduct an audit of any and/or all records kept by the Contractor for this project. The City reserves the right to withhold payment for services it believes were improper, failed to meet with project specifications, or are otherwise questionable, or any overpayment uncovered in such an audit.

Documentation shall be submitted to:

City of Longview  
Accounts Payable  
P.O. Box 1952  
Longview, Texas 75606

### 5-3 Advance Payment Prohibited

No advance payment shall be made for the work furnished by Contractor pursuant to this Contract.

### 5-4 Warranty Provisions

- A. No Waiver of Warranties and Contract Rights - Conducting of tests and inspections, review of the Scope of Work, payment for work, or acceptance or final acceptance of the work by the City of Longview shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve the Contractor from its warranty/guarantee responsibility.
- B. Warranty Term - The Contractor warrants that the work performed under this Contract shall conform to all requirements of this Contract. Any work corrected shall be subject to this subsection to the same extent as the work initially provided.

### 5-5 Express Warranties for Services

The Contractor warrants that the services shall in all material respects conform to the requirements of this Contract. Furthermore, the Contractor warrants that qualified professional personnel with in-depth knowledge shall perform the services in a timely and professional manner; and that the services shall conform to the standards generally observed in the industry for similar services. Finally, the Contractor warrants that the services shall be in compliance with all applicable laws, rules, and regulations.

## **5-6 Independent Status of Contractor**

In the performance of this Contract, the parties shall be acting in their individual, corporate, or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. The Contractor shall not make any claim of right, privilege or benefit, which would accrue, to an employee.

## **5-7 Notices**

Any notice which is required to be given hereunder shall conclusively deemed to have been given or rendered and received on the next day after such written notice has been deposited in the mail in Longview, Texas, by Registered or Certified Mail, postage prepaid or by a national overnight courier service to the following addresses:

Purchasing Manager  
City of Longview  
P.O. Box 1952  
Longview, Texas 75606

Contractor Contact and Address (To be determined)

Any notice given hereunder by personal delivery or express mail shall be deemed delivered when received. Any properly addressed notice given herein by certified mail shall be deemed delivered when the return receipt therefore is signed, or refusal to accept the mailing by the addressee is noted thereon by the postal authorities. Either party may, at any time, change its address for the above purposes by sending a notice to the other party stating the change and setting forth the new address.

## **5-8 Non-Disclosure of Data**

Data provided by the City of Longview either before or after Contract award shall only be used for its intended purpose. Proposers, vendors, Contractors, and subcontractors shall not utilize or distribute the City of Longview data in any form without the prior express written approval of the City of Longview.

## **5-9 Non-Disclosure Obligation**

While providing the work required under this Contract, the Contractor and/or subcontractors might encounter licensed technology, software, documentation, drawings, schematics, manuals, data, or other materials marked "Confidential," "Proprietary," or "Business Secret." With regard to such information and material received or used in performance of this Contract, Contractor shall itself employ, and cause its subcontractors to employ, practices no less that those used for the protection of the Contractor's own confidential information.

The Contract imposes no obligation upon the Contractor with respect to confidential information which Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the City of Longview or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to City of Longview's or the third party's confidential information. The Contractor may disclose confidential information if so required by law, provided that the Contractor notifies the City of Longview that the third party of such requirement prior to disclosure.

Contracts shall be considered public documents and, with exceptions provided under public disclosure laws, will be available for inspection and copying by the public.

## **5-10 Public Disclosure Requests**

If a Contractor considers any portion of any documents which may be delivered to the City of Longview pursuant to this Contract to be protected under the law, Contractor shall clearly identify each such item with words such as "Confidential," "Proprietary," or "Business Secret." If a request is made for disclosure of any such document, the City of Longview will submit said document to the Texas Attorney General in accordance with the requirements of the Texas Public Information Act so that the Attorney General may determine whether the document should be made available under the law. If the document or parts thereof are determined by the Texas Attorney General to be exempt from public disclosure, the City of Longview will not release the exempted document. If the document is not exempt from public disclosure law, City of Longview will notify Contractor of the request and allow the Contractor five (5) business days to take whatever action it deems necessary to protect its interests. If Contractor fails or neglects to take such action within said period, City of Longview will release the document deemed subject to disclosure. By signing a Contract, the Contractor assents to the procedure outlined in this paragraph, and shall have no claim against the City of Longview on account of actions taken under such procedure.

## **5-11 Ownership of Data**

Subject to the rights expressly granted to the Contractor pursuant to this Agreement, all rights, title, and interest in and to the data collected and developed during the performance of this Contract shall at all times remain the sole and exclusive property of the City of Longview. The Contractor shall surrender all such data, not previously provided, to the City of Longview.

## **5-12 Patents and Royalties**

The Contractor is responsible for paying all license fees, royalties, or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract. Before final payment is made on this Contract, the Contractor shall, if requested by the City of Longview furnish acceptable proof of a proper release from all such fees or claims.

## **5-13 Changed Requirements**

New federal, state, and local laws, regulations, ordinances, rules, policies, and administrative practices may be established after the date this Contract is established, and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract, and require subcontractors to comply with revised requirements as well. Changed requirements will be implemented through Subsection 3-5, Contract Amendment Procedure.

## **5-14 Counterparts**

This Contract may be signed in two (2) counterparts, each of which shall be deemed an original, and which shall together constitute one (1) Contract.

## **5-15 Contractual Relationships**

No contractual relationship will be recognized under the Contract other than the contractual relationship between the City of Longview and the Contractor.

## **5-16 Fee Adjustment for optional renewal period**

A fee adjustment may be considered for the optional renewal years 10/1/2021-09/30/2026 under the condition that the adjustment is limited to a cost of living increase substantiated by a published index or the adjustment is substantiated in writing by a change in conditions such as, but not limited to, expansion of services needed, etc. Request for fee adjustment must be submitted no later than 240 days prior to the beginning of City of Longview's fiscal year. City of Longview fiscal year begins on October 1st. The City of Longview reserves the

right to accept or reject any/all of the price re-determination as it deems to be in the best interest of the City. Renewal of the optional renewal period is at the sole discretion of the City of Longview.

## SECTION 6 – INSURANCE REQUIREMENTS

### 6-1 Commencement of Work

The Contractor shall not commence work until all insurance required under this section has been obtained, and the proper insurance verification has been provided to the City of Longview.

### 6-2 General Requirements

All insurance policies shall be written with a company or companies licensed to conduct business within the State of Texas, and holding a current Best's Key Rating of A-VII or better. Contractor agrees to name the City of Longview as an additional insured on Commercial General, Business Automobile, and Excess or Umbrella Liability policies by endorsement to the policies. Insurance policies shall be endorsed to give the City of Longview thirty (30) calendar days of advanced written notice [ten (10) calendar days in case of Workers Compensation] of cancellation for any reason, non-renewal, or material change in coverage or limits. In case of non-payment of premium by the Contractor, the City of Longview retains the rights but is not obligated to pay any premiums and deduct such amounts from any payments due to the Contractor.

There shall be no exclusions for punitive damages in the General or Business Automobile policies.

Complete, certified copies of all insurance policies applicable to this agreement will be sent to the City of Longview within sixty (60) calendar days of each inception or anniversary date, so that these insurance policies may be reviewed by the City of Longview. Until copies of policies are received, Evidence of Coverage in the form of an original Certificate of Insurance shall be submitted to the City of Longview. The Contractor also agrees to have deficiencies in the insurance policies amended as per the directions of the City of Longview or its representative.

### 6-3 Required Coverages

The Contractor agrees to maintain the following coverages:

- A. Commercial General Liability (Occurrence Form), either singly or in combination with Excess or Umbrella Liability Insurance policy covering all operations, with the following limits:

Each Occurrence (Bodily Injury, Property Damage)	\$ 1,000,000
Personal and Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 1,000,000
Products and Completed Operations Aggregate Limit	\$ 1,000,000
Fire Damage Limit	\$50,000
Medical Payments – Any One Person	\$5,000

- B. Business Automobile Policy either singly or in combination with Excess or Umbrella Liability Insurance policy covering all operations, with the following limits:

Owned, Hired, or Non-Owned (Per Accident)	\$ 1,000,000
Uninsured Motorist (Per Accident)	Minimum State Limits
Medical Payments (Each Person)	\$5,000
Comprehensive (\$5,000 Deductible – Maximum)	Actual Cash
Value Collision (\$5,000 Deductible – Maximum)	Actual Cash
Value	

In the case of policies that list specific vehicles or specific drivers, proof of coverage is required to be provided to City of Longview for each vehicle or driver before it can be used in service.

C. Workers Compensation

Part A	Statutory
Part B – Employers Liability	
Bodily Injury by Accident	\$500,000
Bodily Injury by Disease (Policy Limit)	\$500,000
Bodily Injury by Disease (Each Employee)	\$500,000

All State and Voluntary Compensation endorsements shall be included in the Workers Compensation policy. Workers Compensation shall be provided to all employees of the Contractor.

**ATTACHMENT A**  
**VENDOR CHECKLIST**

(Verification that all necessary documents are included)

This form must be completed and returned with the technical proposal.

- Cover Letter
- RFP Cover Page
- Attachment A: Vendor Checklist
- Notice of Exception
- Qualifications/Capabilities of the Organization/Resident General Manager (Team, if applicable)
- Related Experiences /Prior Performance/Background/References
- Technical Proposal
- Management Plan

**Separate Sealed Envelope containing:**

- Attachment B: Cost Proposal
- Attachment C: Conflict of Interest (CIQ)
- TxDOT Assurances – Form PTN 130 “Consolidated Certification Form” (revised 04/2016)

**Return full document with all signature pages complete.**

**ATTACHMENT B  
MANAGEMENT FEE COST PROPOSAL**

In accordance with the scope of work, terms and conditions of the Request for Proposals and related addenda, if any, which is hereby acknowledged, the following fees are submitted on the behalf of:

Name of Proposer:

\_\_\_\_\_

Name of Authorized Individual:

\_\_\_\_\_

Title:

\_\_\_\_\_

Address:

\_\_\_\_\_

City, State, Zip:

\_\_\_\_\_

Phone/Fax:

\_\_\_\_\_

Start-up Cost for Transition prior to 10/01/2016

x 1 time fee

**TRANSIT MANAGEMENT SERVICES – INITIAL TERM**

	Monthly Management Fee		Annual Management Fee
10/01/2016 to 09/30/2017	\$ _____	x 12 months =	\$ _____
10/01/2017 to 09/30/2018	\$ _____	x 12 months =	\$ _____
10/01/2018 to 09/30/2019	\$ _____	x 12 months =	\$ _____
10/01/2019 to 09/30/2020	\$ _____	x 12 months =	\$ _____
10/01/2020 to 09/30/2021	\$ _____	x 12 months =	\$ _____

**Initial Term Total (10/01/2016 –  
09/30/2021) :**

**Total Transit Management Services – Initial Term & Start Up**

Signature of Authorized Representative:

\_\_\_\_\_

Printed Name and Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

## ATTACHMENT C

### NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:

Texas Senate passed House Bill 23, 84<sup>th</sup> Leg., Regular Session (2015)e In accordance with Chapter 176 of the Local Government Code, The City of Longview is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 23. Failure to abide by these new statutory requirements can result in possible criminal penalties.

The City of Longview will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at

<http://www.ethics.state.tx.us/> or at 1-512-463-5800.

Please remit the CIQ form with your bid.

Thank you.

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

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:

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- 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.



## Consolidated Certification Form

### I. FOR ALL BIDS:

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. Vendors are certifying by reference the entire list of FTA FY 2016 Certifications and Assurances, and shall download the same at:

[https://www.fta.dot.gov/sites/fta.dot.gov/files/docs/2016\\_Certs\\_and\\_Assurances\\_FINAL\\_0.pdf](https://www.fta.dot.gov/sites/fta.dot.gov/files/docs/2016_Certs_and_Assurances_FINAL_0.pdf)

#### A. Disadvantaged Business Enterprises (DBE) Certification

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

#### B. Access to Third Party Contract Records

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

#### C. Interest of Members of or Delegates to Congress

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

#### D. Prohibited Interest

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

#### E. Cargo Preference - Use of United States-Flag Vessels

The vendor agrees: a. to use privately owned US -Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the US or within 30 working days following the date of loading for shipments originating outside the US, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading).

#### F. Energy Conservation

The vendor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### G. No Obligation by the Federal Government.

The Purchaser and vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract).

#### H. Program Fraud and False or Fraudulent Statements or Related Acts

The vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. The vendor certifies truthfulness and accuracy of any statement it makes pertaining to the FTA-assisted project. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as deemed appropriate. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement submission, or certification to the Federal Government relating to the FTA-assisted project, per 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, as deemed appropriate.

### I. Contract Work Hours

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

(3) **Withholding for unpaid wages and liquidated damages** - The purchaser shall upon its own action or upon written request of the Department of Labor (DOL) withhold or cause to be withheld, from any money payable for work performed by the contractor or subcontractor under any contract or other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as set-forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall include the clauses set forth in this section and require the same from subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these clauses.

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

### J. Civil Rights

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act (CRA), as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, the vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VI of the CRA, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The vendor agrees to take affirmative action to ensure that applicants are employed & treated during employment without regard to their race, color, creed, national origin, sex or age. Action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of

pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. §§623 and 49 U.S.C. §5332), the vendor agrees to refrain from discrimination against present and prospective employees for reason of age. and comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act (42 U.S.C. §12112), the contractor agrees to comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. and to comply with any implementing requirements FTA may issue.

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

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

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

L. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any transit agency requests which would cause the transit agency to violate FTA terms and conditions.

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

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

N. Right of the State Government to Terminate

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

O. Disputes, Breaches, Defaults, or Other Litigation

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

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

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

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

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

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

f. **Agency Process.**

**City of Longview Protest Procedures**

City of Longview will hear and consider a bona fide protest regarding its procurement actions in accordance with the following procedures. City of Longview intends to provide a thorough review of all bona fide RFP protests. City of Longview's primary concern, however, is the timely procurement of needed services. It does not intend to allow the filing of protests to unnecessarily delay the procurement process, especially if the protest involved is vexatious or frivolous in nature. Before filing a formal protest, Proposers are encouraged to first exhaust all alternative methods of resolving the procurement issue by contacting City of Longview informally.

Any Proposer may file a protest with the City of Longview on the basis that the City of Longview has failed to comply with applicable federal or state law or with any material terms of the RFP. The protest must include:

1. The name and address of the protesting party.
2. Identification of the Contract solicitation and/or number.
3. A statement of the grounds for the protest, and in particular the federal or state law or material terms of the RFP alleged to have been violated. This statement should be accompanied by any supporting documentation that the protesting party desires City of Longview to consider in making its decision.
4. All protest documents should be submitted to City of Longview Purchasing Manager, P.O. Box 1952, Longview, Texas 75606. Physical address: 300 W. Cotton St., Longview, Texas 75601

Any protest regarding the solicitation by City of Longview must be filed no later than end of business on June 9, 2016. Any protest filed after that date which raises issues regarding the solicitation will not be considered by City of Longview. This type of protest would include, among others, any claim that the solicitation contained exclusionary or discriminatory specifications or conditions, any challenge to the basis of award, any claim that the solicitation documents or the solicitation process violated applicable federal or state law, or any claim that City of Longview failed to follow the material terms of the solicitation process in the RFP.

The evaluation process, and all evaluation materials associated with this process, shall be considered confidential until final award of the Contract is made. Therefore, any protest regarding the evaluation of proposals and/or award of the Contract must be filed with City of Longview no later than five (5) days after the date of Contract award. Any protest filed after such date which raises issues regarding the RFP evaluation or award of the Contract will not be considered by City of Longview. This type of protest would include, among others, any challenge to determinations by City of Longview of the responsiveness of a proposal or the responsibility of a Proposer, any claim that the evaluation of proposals violated federal or state law or the material terms of the RFP, or any claim that the party awarded the Contract fraudulently represented itself as a responsible bidder.

City of Longview will not consider any protest which is insufficiently supported, does not include the

aforementioned required information, or is not received within the specified time limits.

City of Longview will notify the protesting party upon timely receipt of a protest and may, where appropriate, request additional information and/or documents from the protesting party. City of Longview may, in its discretion, meet with the protesting party to review the matters raised by the protest. The City of Longview shall appoint a Protest Review Committee to hear and review all protests under this RFP. The Protest Review Committee, in its discretion, may hold a formal meeting with the protesting party to allow the protesting party to further detail and explain its protest and its claimed support thereof.

Upon receipt of a timely filed protest regarding the solicitation, City of Longview may, in its discretion, postpone the RFP process until resolution of the protest. If the protest regarding the solicitation involves a claim of unduly restrictive or exclusionary specifications or conditions, City of Longview will, in evaluating the protest, consider both the specific need of the City of Longview for the feature or item challenged and whether competition is negatively impacted by including the specification or condition regarding the feature or item. If the City of Longview determines that such feature or item was included in the specification or condition in order to meet the justified and valid transit needs of the City of Longview and was not unduly restrictive of competition or designed to exclude a particular competitor, then the City of Longview will have grounds to deny the protest.

Upon receipt of a timely filed protest regarding the evaluation of proposals, submitted in response to the RFP, City of Longview may, in its discretion, issue a stop work order, if necessary, until a resolution of the protest, if City of Longview determines that the protesting party has established that there is substantial evidence that there are doubts regarding the responsiveness of a proposal, the responsibility of a Proposer, or the City of Longview compliance with federal or state law or the material terms of the RFP.

City of Longview may, in its discretion, suspend the procurement process upon receipt of a bona fide protest. However, City of Longview reserves the right, notwithstanding the pendency of a protest, to proceed with the appropriate action in the procurement process or under the Contract in the following cases:

1. Where the item or services to be procured are urgently required;
2. Where the City of Longview determines that the protest was vexatious or frivolous; and/or
3. Where delivery of services/goods or performance will be unduly delayed, or other undue harm will occur, by failure to make the award promptly.

After review of a protest submitted under this section, City of Longview will issue a written decision on the basis of the information provided by the protesting party, the result of any meetings with the protesting party, and City of Longview's own investigation. If the protest is upheld, City of Longview will take appropriate action to correct the procurement process and protect the rights of the protesting party, which may include re-solicitation of proposals, revised evaluation of proposals or City of Longview determinations, or termination of the Contract. If the protest is denied, City of Longview will lift any suspension imposed and proceed with the procurement process for the Contract, as the case may be.

Decisions by City of Longview on protests are final, unless found by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or against the manifest weight of the evidence. No further appeals will be heard by the City of Longview.

**P. Fly America**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**Q. Recycled Products**

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR 247.

**R. Access for Individuals with Disabilities**

The VENDOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The VENDOR also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the VENDOR agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

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

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

FMVSS Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

**III. REQUIRED CLAUSES FOR BIDS OVER \$100,000:**

The vendor agrees to include the following in subcontracts exceeding \$100,000 financed by the FTA, and certifies the following:

A. Debarment and Suspension

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

B. Clean Water & Air

The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq. The vendor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the FTA and the EPA.

**IV. REQUIRED CERTIFICATIONS FOR BIDS OVER \$100,000:**

The vendor agrees to include the following in subcontracts exceeding \$100,000 financed by the FTA, and certifies the following:

A. 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.
- 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

B. Non-Lobbying

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

1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Lobbying and Disclosure Certification**

Name of Company	Printed Name of Person Completing Form
Date	Signature

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

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

**VI. CERTIFICATION TO PURCHASER:**

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

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



## Consolidated Certification Form Addendum B - Transit Operations or Management Projects

### I. Transit Employee Protective Arrangements

#### (a) General Transit Employee Protective Requirements -

To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. §5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. §5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

#### (b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5310(a)(2) for Elderly Individuals and Individuals with Disabilities -

If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. §5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. §5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. §5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

#### (c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5311 in Nonurbanized Areas -

If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. §5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

### II. Charter Service Operations

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

### III. School Bus Operations

Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

**IV. Drug & Alcohol Misuse and Testing**

*Alternate certifications are available in the Best Practices Procurement Manual. Contractors must consult with the transit agency prior to making an alternate certification.*

[http://www.fta.dot.gov/funding/thirdpartyprocurement/bppm/grants\\_financing\\_6195.html#BM31](http://www.fta.dot.gov/funding/thirdpartyprocurement/bppm/grants_financing_6195.html#BM31)

"Option #2 Provisions" - The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The contractor agrees further to certify annually its compliance with Part 655 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Transit Operations or Management Project Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature