

Central Texas Regional Transportation Advisory Group Meeting

**Tuesday
October 6, 2015**

1:30 p.m.



**CTCOG Building
2180 N. Main Street
Belton, TX 76513**



Agenda



Central Texas
Council of Governments Building
2180 North Main Street
Belton, Texas 76513

**Central Texas Regional
Transportation Advisory Group (CTRTAG) Meeting
Tuesday, October 6, 2015
1:30 P.M.**

AGENDA

1. Welcome and Introductions.
2. Public comments.
3. Staff Update.
4. Approve minutes of the August 6, 2015 CTRTAG meeting.
5. Discuss and take appropriate action to appoint additional CTRTAG voting members.
6. Discuss FY16/17 Request for Proposal to select contractor to update the Regionally Coordinated Transportation Plan (RCTP) for Central Texas State Planning Region 23.
7. Other Business.
8. Discuss date, time and agenda items for next meeting.
9. Adjourn.

Dated this 29th day of September, 2015.

The Central Texas Council of Governments is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable accommodations and equal opportunity for effective communications will be provided upon request. Please contact the CTCOG office at 254-770-2200 at least 24 hours in advance if accommodation is needed. Comments from the public will be received during the "Public Comment" portion of the meeting. Please limit comments to 3 minutes. No discussion or final action will be taken by the Advisory Group.

Item #4

Minutes

CENTRAL TEXAS COUNCIL OF GOVERNMENTS (CTCOG)
CENTRAL TEXAS REGIONAL TRANSPORTATION ADVISORY GROUP MEETING
MINUTES

Thursday, August 6, 2015

CTCOG Building--2180 North Main Street--Belton, TX

Voting Members Present

Carole Warlick, Hill Country Transit District (HCTD)—TRANSIT DISTRICT Rep.
Robert Ator, Hill Country Transit District (HCTD)—TRANSIT DISTRICT Rep.
Grace Deorsam, Area Agency on Aging—AGING & DISABILITY ORGANIZATIONS. Rep.
Rita Kelley, Bell County Health Services—COUNTIES Rep.
Dee Dee DeGraaff, Temple—TRANSIT USER Rep.
Deana Belk, CTCOG Housing Division—HEALTH & HUMAN SERVICES Rep.
Michael Sheffield, Area Agency on Aging—HEALTH & HUMAN SERVICES Rep.
Terry Mustapher, Bring Everyone into the Zone—MILITARY & VETERANS ORG. Rep.
Leslie Hinkle, City of Killeen—MUNICIPALITIES Rep.
Janice Taylor, City of Killeen—TRANSIT USER Rep.

Non Voting Members Present

Cheryl Maxwell—CTCOG/Killeen-Temple
Jason Deckman—CTCOG/KTMPO
Greg Davis—TxDOT, Waco District
Thomas Wilson (alternate)—Area Agency on Aging

Public Present

Peggy McIlvanie, HOP Rider
Jeff McIlvanie, HOP Rider
Kenny Norton, HOP Rider

Chair Carole Warlick opened the meeting at 1:36 p.m.

1. Welcome and Introductions.

Chair Warlick welcomed everyone to the meeting and introductions were made.

2. Public Comments.

No comments were made at this time.

3. Staff Update: Air quality—ozone.

Jason Deckman gave an update on air quality issues. He explained that CTCOG and Killeen-Temple Metropolitan Planning Organization (KTMPO) are following readings taken by the ozone monitors in Killeen and Temple. The current ozone levels in our region are in attainment with the NAAQS (National Ambient Air Quality Standards). However, based on pending legislation and rule-making, the Environmental Protection Agency (EPA) may be lowering the allowable volume of ground-level ozone from 75 ppb (parts per billion) to a range of 65 to 70 ppb. He explained that if this standard is lowered to this range, our region may be at risk of being designated a “non-attainment area”.

Mr. Deckman gave a summary of Dr. Kembell-Cook’s ozone presentation given to the CTCOG Executive Committee at their July meeting, and informed the CTRTAG members that they could download that presentation from both the CTCOG and KTMPO websites. Question and subsequent discussion covered the amount of emissions and ozone pre-cursors generated in our area, and how much emissions or ozone is transported in from other urbanized areas.

4. Approve Minutes of the April 30, 2015 CTRTAG Meeting.

Deanna Belk made a motion to approve the minutes, seconded by Robert Ator; the motion passed unanimously.

5. Discuss and take appropriate action to appoint additional CTRTAG voting members.

Cheryl Maxwell informed the members that two individuals were requesting membership as follows:

Mike Collins, CTCOG Homeland Security Program, will represent Emergency Assistance/Management Agencies; and
Kenny Norton, HOP rider, will represent Individual Stakeholders, Disabled.

Ms. Maxwell noted that Teresa Chavez had to resign for personal reasons so the spot for Educational Facilities was open.

Michael Sheffield made a motion to accept the new voting members, seconded by Dee Dee DeGraaff; the motion passed unanimously.

6. Discuss Regionally Coordinated Transportation Plan (RCTP) FY2015 3rd Quarter Report.

Mr. Ator directed the members to the quarterly report in the meeting packet and provided an update on HCTD's activities. Ridership numbers were discussed along with customer service reports. An error was identified in the data and will be corrected.

Ms. Warlick informed the members that a new fleet manager has been hired who is experienced in transit, so they expect things to be more stable. They are seeing spare buses available for the special transit service and even for the fixed route so they hope operations will now move more smoothly.

7. Discuss application for FY2016/2017 funding to develop updated RCTP for Central Texas State Planning Region 23.

Ms. Maxwell explained their application was tentatively approved in the amount of \$96,324; final approval will be coming shortly. She briefly discussed the table of contents that outlined what is required to include in the RCTP and the draft workplan that was developed as part of the application. She noted the workplan will be changing somewhat once a contractor is selected and details worked out to reflect the approved budget. Ms. Maxwell asked for those members that are age 65 and older to provide a letter of commitment that they are on the CTRTAG and will represent this priority group.

8. Other Business.

No other business was discussed.

9. Discuss date, time and agenda items for next meeting.

The next meeting was tentatively set for the first week of October. Staff will poll the members to determine the best day and time. The 4th quarter report will be a discussion item along with a draft Request for Proposal for a contractor to update the RCTP.

10. Adjourn.

The meeting was adjourned at 2:17 p.m.

Carole Warlick, CTRTAG Chair

Cheryl Maxwell, Planning Director
CTCOG

Item #5

CTRTAG Members

**Central Texas Regional Transportation Advisory Group
Steering Committee--Voting Members**

Area Represented	Name	Agency	Phone	email
Transit District	Carole Warlick	HCTD	325-372-4677	cwarlick@takethehop.com
Transit District	Robert Ator	HCTD	254-933-3700 x2009	rator@takethehop.com
Private Trans. Provider	Tim Hancock	Arrow Trailways	(254) 526-0545	tim.hancock@arrowtrailways.com
Workforce Agencies	Vickie Gideon	Cen. TX Workforce	254-742-4413	vickieg@workforcelink.com
Health & Human Services	Deana Belk	CTCOG-Housing Asst.	254-770-2309	deana.belk@ctcog.org
Health & Human Services	Michael Sheffield	Area Agency On Aging	307-315-8666	michael.sheffield14@gmail.com
	Alt: Thomas Wilson		254-770-2359	thomas.wilson@ctcog.org
Aging & Disability Org.	Peggy Cosner	HCTILC	254-933-7487	peggy.cosner@hctilc.org
Aging & Disability Org.	Grace Deorsam	Area Agency On Aging	254-770-2330	grace.deorsam@ctcog.org
Municipalities	Leslie Hinkle	City of Killeen	254-501-7847	lhinkle@killeentexas.gov
Mental Health Agencies	Nancy Holle	The Arc of Bell Co	254-760-4814	njholle@gmail.com
Military and Veterans Org.	Terry Mustapher	Bring Everyone in Zone	254-247-4590	tinaacp@yahoo.com
				tjmust66@yahoo.com
Counties	Rita Kelley	Bell Co Health Serv.	254-618-4193	rita.kelley@co.bell.tx.us
Educational Facilities	Teresa Chavez	Central TX College	254-526-1586	teresa.chavez@ctcd.edu
Emergency Assist./Mgmt Ag.	Mike Collins	CTCOG-Homeland Sec.	254-770-2367	michael.collins@ctcog.org
Medical Facilities				
Youth and Family Org.	Melissa Harper	BCYC	254-541-2419	Mharper@beltonyouth.com
Transit User	Deanna DeGraaff	Transit user	254-718-8998 (c) 254-778-5073 (h)	vipdegraaff@att.net
Transit User	Janice Taylor	Transit user	254-458-7443 (c)	rskha@hotmail.com
Individual Stakeholders (rep priority pop.--5 max)	Kenny Norton	Disabled		coolnews1@hotmail.com

As of August 6, 2015, 15 voting members; 8 needed for quorum.

Pending approval

Non Voting Members			
Name	Agency	Phone	email
Greg Davis	TxDOT –Waco Dist.	254-867-2877	greg.davis@txdot.gov
Christina Demirs	CTCOG	254-770-2363	christina.demirs@ctcog.org
Jason Deckman	CTCOG	254-770-2376	jason.deckman@ctcog.org
Cheryl Maxwell	CTCOG	254-770-2379	cheryl.maxwell@ctcog.org

Updated 9/29/2015

Item #6

FY2016/2017

RCTP Request for Proposals

October 7, 2015

Request for Proposal

Five-Year Public Transit

Human-Services

Transportation Plan

Please submit **PROPOSALS** for the following no later than **4:00 p.m. CST, Monday, November 2, 2015**.

All Proposers must familiarize themselves with the following General Conditions.

PROPOSAL DELIVERY, TIME, AND DATE

The Central Texas Council of Governments (CTCOG) is seeking written and sealed competitive Proposals to complete a **Five-year public transit human-services transportation plan**, also known as the Regionally Coordinated Transportation Plan, per the information provided within this Request for Proposal (RFP). Sealed Proposals will be received **no later than 4:00 p.m., Monday, November 2, 2015**, at the office listed below. Proposals received after that date and time will not be opened. Each Proposal and supporting documentation must be in a sealed envelope or container plainly labeled in the lower left-hand corner: **“Public Transit Human Services Transportation Plan.”** Proposer must also include their company name and address on the outside of the envelope or container. Proposals must be addressed to:

Attn: Christina Demirs
Senior Planner
Central Texas Council of Governments
PO Box 729
2180 N. Main Street
Belton, Texas 76513

Proposers are responsible for making certain their Proposals are delivered to CTCOG at the address described above. Mailing of a Proposal does not ensure that the Proposal will be delivered on time or delivered at all. If a Proposer does not hand-deliver a Proposal, we suggest that he/she use a delivery service that provides a receipt. Proposals will be accepted in person, by United States Mail, by United Parcel Service, or by private courier service. No Proposals will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or facsimile transmission. Proposals may be withdrawn prior to the above-scheduled time set for closing of the Proposals. Any Proposal received after the date and hour specified will be rejected and returned unopened to the Proposer. CTCOG reserves the right to postpone the date and time for opening Proposals through issuance of an addendum.

In the interest of fairness to all parties, no visits are entertained during the Bidding period.

Note: This request does not constitute an order for the goods or services specified.

GENERAL TERMS

CTCOG	Central Texas Council of Governments
CTRTAG	Central Texas Regional Transportation Advisory Group
Proposer	Entity Submitting proposal
Contractor	Entity awarded contract from this RFP
TxDOT	Texas Department of Transportation
FTA	Federal Transit Administration

SCOPE OF WORK

The goal of the five-year public transit human-services transportation plan (or regionally coordinated transportation plan) is to ensure a network of transportation services to effectively and efficiently get people where they need to go within the CTCOG and the HOP (Hill Country Transit District) service area for the years 2017-2021. In 2012, the CTRTAG conducted a needs assessment survey of regional ground public transportation in the above referenced service area. The purpose of this prior survey was to provide insight into local transportation needs including but not limited to individuals with disabilities, older adults, and individuals with low incomes. The results of the survey helped CTRTAG update the public transit human-services transportation plan for the years 2011-2016.

The purpose of this project is to: 1) Identify transportation resources in the region; 2) Identify unmet transportation needs in the region; and 3) Develop an updated regional five-year public transit human-services transportation plan for 2017-2021. In order to accomplish this purpose, the Contractor will need to identify current transportation patterns with a focus on inefficiencies and service gaps, and project future transportation needs.

This grant is a reimbursement-based grant, with reimbursement occurring in conjunction with deliverables. It is anticipated the Contractor will begin work in January 2016 and conclude the project by February 2017.

A five-year public transit human-services transportation plan will include the following components:

The Contractor will plan and conduct needs assessment materials and activities as part of an inclusive process engaging diverse stakeholders; stakeholders shall include representatives of public, private and non-profit transportation providers, recipients of rural & small urban transportation funding, human services providers, and members of the public who can provide insight into local transportation needs including but not limited to individuals with disabilities, older adults, and individuals with low incomes.

The survey should help identify current transportation patterns with focus on inefficiencies and service gaps, and project future transportation needs. The general public is to be surveyed; however, of special interest are needs of older adults, children, persons with disabilities, low incomes, limited English proficiency, those served by government funded health and human services agencies, work force agencies, etc. The region to be surveyed includes the service area of the HOP (Hill Country Transit District) which covers nine counties as follows: Bell, Coryell, Hamilton, Lampasas, Llano, Mason, Milam, Mills, and San Saba. An assessment of the region's transportation needs will include the following components:

Deliverable 1: Report on transportation resources in the region.

The Contractor will develop an updated inventory of transportation providers and their assets. This will be carried out by reviewing existing inventory in the 2013 Regionally Coordinated Transportation Plan (RCTP) and contacting providers to update information as needed. The Contractor will also need to conduct research to identify additional providers and contact them to obtain information on their assets. Moreover, the Contractor will consult with CTRTAG and other stakeholders as needed for input regarding providers and their assets.

The Contractor will also develop an updated list of all agencies responsible for transportation planning in the region. This will be carried out by the reviewing existing list in the 2013 RCTP and conducting research to identify additional agencies. Additionally, the Contractor will consult with CTRTAG and other stakeholders as needed for input regarding transportation planning agencies.

After conducting the above work, the Contractor will develop a report on transportation resources in the region. In developing said report, the Contractor will consider the inventory of providers and planning agencies and develop observations, findings, conclusions, and recommendations for inclusion into the RCTP update.

Note: Deliverable 1 may be submitted in two parts: Part 1a) Updated inventory of transportation providers and their assets and updated list of agencies responsible for transportation planning in the region; and Part 1b) Report on transportation resources in the region.

Deliverable 2: A two-phase report on the comprehensive needs assessment and a gap analysis.

Deliverable 2a: Phase I report on the comprehensive needs assessment. This report shall include:

- a. A description of the methodology used to conduct this needs assessment concerning the public's transportation needs;
 - b. Appendices including data collection forms, assessment documents, minutes, sign-in sheets, and documentation that stakeholders participated in the development and approval of this comprehensive needs assessment. Stakeholders include:
 - i. Representatives of public, private, and non-profit transportation providers;
 - ii. Representatives of human services providers;
 - iii. Representatives of metropolitan planning organizations (MPO), unless in a planning area with no MPO;
 - iv. Individuals with disabilities;
 - v. Individuals 65 and older;
 - vi. Individuals with low incomes or representatives of/advocates for such individuals;
 - vii. Veterans;
 - viii. Workforce agencies;
 - ix. Advocates for children;
 - x. Other members of the public.
- In conducting the comprehensive needs assessment, the Contractor will:
 - Review elements of the 2012 survey and the 2012 survey report;
 - Consult with CTRTAG and other stakeholders as needed for input regarding follow up of previous survey;
 - Work with CTRTAG to develop appropriate instruments for needs assessment and gap analysis;
 - Conduct needs assessment via in-person interviews, mail, telephone, and social media.

- The Contractor will then develop the Phase I comprehensive needs assessment report based upon results of the assessment.

Deliverable 2b: Phase II report on the comprehensive needs assessment and gap analysis. This report shall include:

- A description of the methodology used to conduct this needs assessment and gap analysis concerning the public's transportation needs;
 - Observations/findings/conclusions concerning unmet needs and inefficiencies such as overlaps and gaps in services;
 - A discussion of recommendations and implications concerning the public transit—human services transportation plan;
 - Appendices including data collection forms, assessment documents, minutes, sign-in sheets, and documentation that stakeholders participated in the development and approval of this comprehensive needs assessment, gap analysis, and report. Stakeholders include:
 - Representatives of public, private, and non-profit transportation providers;
 - Representatives of human services providers;
 - Representatives of metropolitan planning organizations (MPO), unless in a planning area with no MPO;
 - Individuals with disabilities;
 - Individuals 65 and older;
 - Individuals with low incomes or representatives of/advocates for such individuals;
 - Veterans;
 - Workforce agencies;
 - Advocates for children;
 - Other members of the public.
- The comprehensive needs assessment and gap analysis should be conducted via (but not limited to) in-person interviews, mail, telephone, and social media.
 - The Contractor will then develop the Phase II comprehensive needs assessment and gap analysis report. When preparing the report, the Contractor should:
 - Consider the results of the needs assessment and gap analysis and develop observations, findings, and conclusions. This should then be discussed with CTRTAG.
 - Discuss recommendations and implications concerning RCTP with CTRTAG, including an opportunity for public comment.
 - A draft of the report should then be presented to CTRTAG, including an opportunity for public comment.

Deliverable 3: A final updated five-year public transit-human services transportation plan (RCTP) that includes all the required elements in Attachment A.

- The Contractor will prepare a final updated five-year public transit-human services transportation plan (RCTP) that includes:
 - All required elements in Attachment A. This includes:
 - Identifying transportation resources in the region and any gaps and overlaps in service through the transportation resource inventory;
 - Identifying unmet transportation needs through the need assessment and gap analysis report;

- Describe ways to integrate services of various programs to maximize efficiency and address service gaps;
- Reviewing other regional plans to ensure consistency and integrate with other plans where possible;
- Identifying methods to implement and sustain regional transportation planning activities;
- Working with CTRTAG and stakeholders to develop and approve updated vision, mission, goals, and objectives;
- Working with CTRTAG and stakeholders to develop and approve local performance measures to evaluate plan effectiveness; and
- Collecting, maintaining, and providing data on statewide performance measures.
- Support documentation such as sign-in sheets, minutes, and other documentation that essential stakeholders referenced above participated in the development and approval of this five-year plan by including:
 - Names of stakeholders who were involved in the developing of the plan; and
 - Names and signatures of stakeholders who participated in adopting the plan.
- The Contractor will then present the updated RCTP to CTRTAG for approval, including a period for public comment.

General Comments Regarding Project:

- Project budget is limited; therefore optimal use of available resources is encouraged. Budget for FY 16 is \$25,756. Budget for FY 17 is \$38,854. The project deliverables can be delivered in either fiscal year provided the budget for that fiscal year is not exceeded.
- Coordination with local educational institutions and use of local student assistance is encouraged, as is coordination with governmental agencies and non-profit/charitable organizations.
- Interested parties must submit proposal for entire project.

QUALIFICATIONS TO PERFORM SCOPE OF WORK

Each Proposer shall submit a description explaining their qualifications to perform the scope of work as specified in the RFP. The qualifications shall include equipment, facilities, and any related experience in performing a survey similar to the description provided in the RFP.

Attachment A Table of Contents of required elements for Deliverable 3.

Attachment B (Proposer Information) is required to be completed and submitted as part of the Proposal.

Attachment C (Proposer Budget) is required to be completed and submitted as part of the Proposal.

Attachment D (Proposer Qualifications) is required to be completed and submitted as part of the Proposal.

Attachment E (FTA Consolidated Certification Form) is required to be completed and submitted as part of the Proposal.

SELECTION CRITERIA AND PROCEDURE

Following an initial screening of the submittals, a short list may be established from responses received

from Proposers consisting of up to three firms/teams. These firms/teams may be scheduled for an interview process, which will evaluate each firm or team's attributes such as and not limited to: capability, experience, staff, availability, facilities, history, past clientele, ability to meet deadlines and budgets, and the creativity of the proposal in accomplishing the most with the costs proposed. While cost is important, the CTRTAG will use overall value to select the winning proposal. CTCOG is prohibited from using any debarred firms or individuals on this project specified in the RFP.

Item No.	Points	Selection Criteria
1	20	The Proposer addressed staff capabilities, along with key personnel who will be assigned to the project and their tasks, as well as the percentage of time the key personnel will be assigned to the project.
2	20	The Proposer demonstrated an understanding of customer surveys, general public transportation issues and constraints, statistical analysis and the use of appropriate technology as needed for each project phase.
3	20	The Proposer provided a timeline to complete the work, including periodic review of the draft work and final report.
4	15	The Proposer provided a description of their methodology, equipment, facilities, etc., to be utilized in completing the work.
5	15	The Proposer provided a description of their related experience and methodology in conducting similar public outreach projects.
6	10	The Proposer described training for staff and/or students related to conducting similar projects.

REQUEST FOR ADDITIONAL INFORMATION

All requests for additional information or clarification concerning this Request for Proposal (RFP) must be submitted in writing and addressed to Christina Demirs at the address previously provided no later than **Wednesday, October 14, 2015 at 4:00 p.m.** Prior to final selection, Proposers may be required to submit additional information which CTCOG may deem necessary to further evaluate the Proposer's qualifications.

ADDENDA AND MODIFICATIONS

Any Proposer in doubt as to the true meaning of any part of the information provided within this RFP or other documents may request an interpretation thereof from Christina Demirs. At the request of the Proposer or in the event that the interpretation is deemed to be substantive, the interpretation will be made in written addendum. Such addendum will be posted on the internet at www.ktmpo.org no later than **Friday, October 16, 2015 at 4:00 p.m.** and will become part of the Proposal package having the same binding effect as provisions of the original Proposal. No verbal explanations or interpretations will be binding. In order to have a request for interpretations considered, the request must be submitted in writing and must be received by Christina Demirs, CTCOG, 2180 N. Main Street, Belton, Texas 76513, no later than **Wednesday, October 14, 2015 at 4:00 p.m.**

All addenda, amendments, and interpretations of this solicitation shall be in writing. CTCOG shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by

CTCOG in writing on this RFP should be used in preparing Proposal responses. All contracts that a Proposer may have had before or after receipt of this RFP with any individuals, employees, or representatives of CTCOG and any information that may have been read in any news media or seen or heard in any communication facility regarding this Proposal should be disregarded in preparing responses. CTCOG does not assume responsibility for the receipt of any addendum set to Proposers. A copy of all addenda issued must be signed and returned with your Proposal.

EXAMINATION OF DOCUMENTS AND REQUIREMENTS

Each Proposer shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a Proposal to ensure the services and/or goods being proposed meet the intent of the information provided within this RFP.

Before submitting a Proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from obligation to comply, in every detail, with all provisions and requirements of the RFP.

PROPOSAL COPIES

Each Proposal is to be submitted in duplicate by the date and time indicated. Additional copies may be requested by CTCOG if deemed necessary. All Proposals must include this RFP and any subsequent addenda. The Proposer must sign and date their Proposal. All Proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by Proposers shall become the property of CTCOG when received. Proposals cannot be withdrawn, altered, or amended after Proposal closing. Alteration made before Proposal closing must be initiated by Proposer guaranteeing authenticity.

PROPOSAL PREPARATION COSTS

Issuance of this RFP does not commit CTCOG, in any way, to pay any costs incurred in the preparation and submission of a Proposal. The issuance of this RFP does not obligate CTCOG to enter into contract for any services or equipment. All costs related to the preparation and submission of a Proposal shall be paid by the Proposer.

TRADE SECRETS, CONFIDENTIAL INFORMATION, AND THE TEXAS PUBLIC INFORMATION ACT

If you consider any portion of your Proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions. CTCOG will honor your notations of trade secrets and confidential information and decline to release such information initially, but note that the final determination of whether a particular portion of your Proposal is in fact a trade secret will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your Proposal that you have marked as being confidential information, you will be notified of such request and you will be required to justify your positions in writing to the Texas Attorney General pursuant to Section 552.305 of the Governmental Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential under Section 552.305 of the Governmental Code and Section 252.049 of the Local Governmental Code, then such information will be made available to the requester. Marking your entire Proposal

TITLE VI NOTICE TO PUBLIC

KTMPO hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. KTMPO's Title VI Policy ensures that no person in the United States of America shall, on the grounds of race, color, sex, age, religion, handicap/disability, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which KTMPO receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with KTMPO. Any such complaint must be in writing and filed with the KTMPO Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms are available on the KTMPO website at www.ktmpo.org or by calling (254) 770-2381.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

CTCOG hereby notifies all Proposers that in regard to any contract entered into pursuant to this RFP, Disadvantaged Business Enterprises (DBE's) will be afforded equal opportunities to submit Proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award. A DBE is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged groups include women, African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

AUTHORIZATION TO BIND PROPOSER OF PROPOSAL

Proposals are to be signed by an officer of the company authorized to bind the Proposer to its provisions. The Proposal submitted by the Proposer shall become an integral part of the Contract between CTCOG and the Proposer and the representations, covenants, and conditions therein contained shall be binding upon the person, firm, or corporation executing the same. Failure to manually sign the Proposal will disqualify it.

AWARD OF CONTRACT

CTCOG reserves the right to reject any or all Proposals, reject any particular item on a Proposal, and to waive immaterial formalities. No Proposal will be considered from any firm that has failed to perform acceptably on any other contract with CTCOG. In connection with the performance of work under the Contract, the Proposer agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable Federal, State, and Local Laws, regulations, and executive orders to the extent that the same may be applicable. The parties hereby agree that the Contract will be made and entered into in the State of Texas and under the laws of the State of Texas.

CLARIFICATION OF REQUIREMENTS

It is the intent and purpose of CTCOG that this request permits competitive Proposals. It shall be the Proposer's responsibility to advise Christina Demirs if any language, requirements, etc., or any

combinations thereof, inadvertently restrict or limit the requirements stated in this RFP to a single source. Such notifications must be submitted in writing and must be received by Ms. Demirs no later than **Wednesday, October 14, 2015 at 4:00 p.m.** A review of such notifications will be made.

RIGHT OF INSPECTION

CTCOG or its agents shall monitor and have the right to inspect the progress of the project authorized in the RFP using appropriate and necessary inspections, including but not limited to periodic reports, physical inspection of proposers facilities, telephone conversations, letters, emails, and conferences. The state auditor may conduct an audit or investigations of any entity receiving funds from the state directly or under the contract indirectly through a subcontract. Acceptance of funds indirectly through a subcontract under this RFP acts as acceptance of the authority of the state auditor, under the directions of the legislative audit committee, to conduct an audit or investigation in connection with funds associated with the award of a contract associated with this RFP.

ACCESS TO RECORDS AND REPORTS

The Contractor shall submit written or electronic reports at intervals and in a format prescribed by CTCOG. The Contractor shall promptly advise CTCOG in writing if at any time the progress of the project will be negatively impacted, including and not limited to: problems, delays or adverse conditions that will materially affect the Contractors ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, by the Contractor and any CTCOG assistance needed to resolve the situation; or favorable developments or events that will enable the Contractor to meet time schedules and goals sooner than anticipated or produce more work units than originally projected.

COMPLIANCE WITH LAWS

Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies.

NONCOLLUSION

The Proposer/Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee or student working for and/or attained for the firm, to solicit or secure this Proposal, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making award of this Proposal. If the Proposer/Contractor breaches or violates this warranty, CTCOG or its agents shall have the right to annul any contract award without liability or, in its discretion, to deduct from the grant price or consideration, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingent fee.

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 4220.1E 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 any award of contract. The Contractor shall not perform any

act, fail to perform any act, or refuse to comply with any CTCOG requests which may cause CTCOG to be in violation of the FTA terms and conditions.

CONTRACT AWARD

The award and compliance of any award of contract based on Proposals received in response to this RFP is contingent upon CTCOG receiving adequate funding from the Texas Department of Transportation (TxDOT) and/or FTA. CTCOG reserves the right to award a contract without further negotiation of Proposal content or budget. Therefore, Proposals must be complete and technically correct at the time of submission. This RFP does not obligate CTCOG to award a contract or to procure or contract in response to this RFP. The selected Proposer will receive notification of contract award by CTCOG in writing if such an award is approved by CTCOG.

MODIFICATION OF PROJECT CONTENT

CTCOG may determine that changes of project content are required due to revisions in statute or program requirements. Such changes to project content, procedures, or budgets during the life of award of contract may be accomplished by negotiating contract modifications. No further solicitations of Proposals will be required in such cases as determined by CTCOG.

PROTEST AND APPEALS PROCESS

Any proposing organization may request reconsideration of the recommendations to CTCOG. Such requests for reconsideration shall be submitted in writing to Christina Demirs, CTCOG, 2180 N. Main Street, Belton, Texas 76513, and should specify the reasons for the protest. This procedure begins with the Proposer requesting a hearing with CTCOG. The request must be in writing within ten (10) days after receiving notice of CTCOG's recommendation, and should specify the reasons for the request. CTCOG will meet with representatives of the proposing organization to discuss the basis for the reconsideration. The Proposer will be notified by CTCOG in writing of the final recommendation. The decision of CTCOG is final. To appeal the decision of CTCOG to the Texas Department of Transportation or the Federal Transit Administration contact:

Texas Department of Transportation
100 S. Loop Drive
Waco, Texas 76704
(254) 867-2877

Federal Transit Administration
Region 6
Attn: Eldridge Onco
819 Taylor Street
Room 8A36
Fort Worth, Texas 76102
(817) 978-0550

REIMBURSEMENT METHODOLOGY

The Contractor will be reimbursed for services specified in this RFP upon submittal of required deliverables. CTCOG's reimbursement to the Contractor is contingent upon the availability of appropriated funds. CTCOG shall have no liability for any claims submitted by the Contractor or its subcontractors or suppliers if sufficient federal and state funds are not available to pay the Contractor's claims. To be eligible for reimbursement under the contract, a cost must be incurred within the contract period as determined by CTCOG and be authorized as part of the scope of work provided within this RFP.

The Contractor will use invoice statements acceptable to CTCOG. Additional documentation to support any cost incurred during the contract period may be required at the discretion of CTCOG. The original and one copy of the invoice are to be submitted to the following address:

Attn: Christina Demirs
Senior Planner
Central Texas Council of Governments
2180 N. Main Street/P.O. Box 729
Belton, TX 76513

After Contractor has provided deliverable to CTCOG's satisfaction, CTCOG will make payment within thirty (30) days of the receipt of a properly prepared invoice. Failure to comply with any of the above requirements may cause withholding of payments to the Contractor and will be grounds for termination of the award.

AUDIT REQUIREMENTS

The Proposer shall meet and exceed the audit requirements outlined in applicable Federal Office of Management and Budget (OMB) publications as follows:

OMB Circular A-21, Cost Principles for Educational Institutions

OMB Circular A-87, Cost Principles for State and Local Governments

OMB Circular A-122, Cost Principles for Non-Profit Organizations

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations

DAVIS-BACON ACT

The Contractor will certify compliance with 40 U.S.C. 3141.

COPELAND "ANTI-KICKBACK" ACT

The Contractor will certify compliance with 18 U.S.C. 874.

Attachment A – Table of Contents of required elements

REGIONALLY COORDINATED TRANSPORTATION PLAN TABLE OF CONTENTS

EXECUTIVE SUMMARY

I. INTRODUCTION

This section shall include a general description of the background and purpose of this five-year plan and the methodology used to develop it including a description of how the development and approval process engaged priority populations including individuals with disabilities and individuals 65 and older.

II. TRANSPORTATION RESOURCES IN THE REGION

This section shall include a list and narrative description of:

- Transportation providers derived from a current, comprehensive inventory of providers including those offering public fixed route and demand-response services, and those offering services through private, non-profit, community-based organizations, health and human services agencies, work force agencies, and others. By August 31, 2015, the Public Transportation Division, under contract with the Texas A & M Transportation Institute (TTI), will update the 2013 provider inventory. TTI will obtain information directly from recipients of funding from the Federal Transit Administration (FTA). **Lead agencies shall survey non-FTA recipients for inclusion in the inventory.**
- All agencies responsible for transportation planning in the region.

III. COMPREHENSIVE ASSESSMENT OF THE PUBLIC'S UNMET TRANSPORTATION NEEDS, ASSESSMENT OF OVERLAPS & GAPS IN THE DELIVERY OF TRANSPORTATION SERVICES & GAP ANALYSIS

This section shall be based on a current, comprehensive regional needs assessment and gap analysis and include a narrative description with supporting data explaining the region's unmet needs and inefficiencies based on findings from this needs assessment. This section shall include:

- Geographic data
- Demographic data on overall population, age, race, income, persons with disabilities, persons with limited English proficiency, and other data to indicate need for transportation services.
- A list and narrative description of all health and human services agencies and programs, and work force agencies, and contact information derived from a current, comprehensive inventory of such agencies.
- Assessment of transportation overlaps and gaps in services including unmet transportation needs of individuals with disabilities, individuals 65 and older, people with low incomes, individuals with limited English proficiency, children, veterans, people lacking transportation to and from employment and other members of the public.
- A description of the research methodology, observations/findings and recommendations.
- Research instruments.

IV. PLANNING FOR COMPREHENSIVE SERVICES

This section shall describe how this five-year plan integrates services of various programs including:

- Section 5310 (Enhanced Mobility of Seniors and Individuals with Disabilities) program and other FTA-funded programs
- Health and human services programs
- Work force programs
- Other

V. INTEGRATED PLANNING PROCESSES

This section shall describe how this five-year public transit-human services transportation plan will align or integrate with other metropolitan, rural, and statewide transportation plans, as appropriate. This section shall include a:

- Comprehensive list and narrative description of various planning processes concerning transportation needs and/or services conducted in the planning region such as those led by metropolitan planning organizations (MPOs), rural planning organizations (RPOs), other transportation agencies, work force agencies, health and human services agencies, and others.
- Explanation of how these plans are or will be integrated.

VI. VISION, MISSION, GOALS AND OBJECTIVES

This section shall include vision and mission statements as well as clearly articulated goal(s) and objectives for achieving the goal(s). Lead agencies shall determine the vision and mission statements, goals and objectives using a deliberative process actively involving the steering committee and other stakeholders including riders and potential riders. Lead agencies and other stakeholders shall collaboratively prioritize objectives (identifying those that are short- or long-term) and address implementation based on time, resources and feasibility.

VII. SUSTAIN PLANNING & IMPLEMENT PLAN

This section shall describe the planning region's capacity to sustain regional transportation planning activities and to implement or "work the plan" once it is developed and approved. This shall include a description of:

- Organizational infrastructure, staff capacity, and plans for leveraging resources to conduct and pay for activities and projects to achieve identified priorities;
- How the lead agency will regularly and meaningfully engage regional stakeholders including individuals with disabilities, individuals 65 and older, people with low incomes, veterans, advocates for children, and other members of the public;

VIII. PERFORMANCE MEASURES TO EVALUATE EFFECTIVENESS

This section shall list and describe specific, locally-determined metrics for each identified gap in transportation service (or for each priority identified in the plan). Each metric shall objectively measure the extent to which each priority was met or gap filled. This section shall describe how the lead agency will collect, maintain and assess this data

In addition, this section shall describe how the lead agency will collect, maintain and provide data on statewide performance measures to the Texas Department of Transportation which will collect common data elements statewide. The statewide performance metrics are listed on page 21 of the Regionally Coordinated Transportation Planning Guidebook.

Attachment B – Proposer Information

1. Legal Name of Proposer:													
2. Name of Parent Company:													
3. Proposer Physical Address Information (must include all the following information):													
Physical Address: Street: City: County: State: Zip Code:													
4. Proposer Mailing Address Information if different													
Mailing Address: Street: City: County: State: Zip Code:													
5. Website URL , if available:													
6. Payee Identification (PIN) Number (14 digits):													
7. Type of Organization (Mark all that are applicable): <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Rural Transit District</td> <td><input type="checkbox"/> Private Non-Profit Organization</td> </tr> <tr> <td><input type="checkbox"/> Urban Transit District</td> <td><input type="checkbox"/> Private For-Profit Organization</td> </tr> <tr> <td><input type="checkbox"/> Metropolitan Planning Organization</td> <td><input type="checkbox"/> Private Consultant</td> </tr> <tr> <td><input type="checkbox"/> Metropolitan Transit Authority</td> <td><input type="checkbox"/> State Transit Association</td> </tr> <tr> <td><input type="checkbox"/> Governmental Entity</td> <td><input type="checkbox"/> University</td> </tr> <tr> <td><input type="checkbox"/> Native American Tribe / Indian Tribal Organization</td> <td><input type="checkbox"/> Other:</td> </tr> </table>		<input type="checkbox"/> Rural Transit District	<input type="checkbox"/> Private Non-Profit Organization	<input type="checkbox"/> Urban Transit District	<input type="checkbox"/> Private For-Profit Organization	<input type="checkbox"/> Metropolitan Planning Organization	<input type="checkbox"/> Private Consultant	<input type="checkbox"/> Metropolitan Transit Authority	<input type="checkbox"/> State Transit Association	<input type="checkbox"/> Governmental Entity	<input type="checkbox"/> University	<input type="checkbox"/> Native American Tribe / Indian Tribal Organization	<input type="checkbox"/> Other:
<input type="checkbox"/> Rural Transit District	<input type="checkbox"/> Private Non-Profit Organization												
<input type="checkbox"/> Urban Transit District	<input type="checkbox"/> Private For-Profit Organization												
<input type="checkbox"/> Metropolitan Planning Organization	<input type="checkbox"/> Private Consultant												
<input type="checkbox"/> Metropolitan Transit Authority	<input type="checkbox"/> State Transit Association												
<input type="checkbox"/> Governmental Entity	<input type="checkbox"/> University												
<input type="checkbox"/> Native American Tribe / Indian Tribal Organization	<input type="checkbox"/> Other:												
8. Primary Contact Name: Title: Phone: Fax: Email:	9. Financial Officer Name: Title: Phone: Fax: Email:												
10. Signature Authority Name: _____ Title: _____ Signature _____ Phone: _____ Fax: _____ Email: _____ Date _____													
11. Services to be procured competitively. List all services which you plan to procure competitively.													
12. Partnering Entities List any and all entities that are considered partners in this application.													

Attachment C—Proposer Budget

ATTACHMENT D- Proposer Qualifications

Attachment E-FTA 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 2014 Certifications and Assurances, and shall download the same at: http://www.fta.dot.gov/documents/2014_Certs_and_Assurances.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.

Any proposing organization may request reconsideration of the recommendations to CTCOG. Such requests for reconsideration shall be submitted in writing to Christina Demirs, CTCOG, 2180 N. Main Street, Belton, Texas 76513, and should specify the reasons for the protest. This procedure begins with the Proposer requesting a hearing with CTCOG. The request must be in writing within ten (10) days after receiving notice of CTCOG's recommendation, and should specify the reasons for the request. CTCOG will meet with representatives of the proposing organization to discuss the basis for the reconsideration. The Proposer will be notified by CTCOG in writing of the final recommendation. The decision of CTCOG is final. To appeal the decision of CTCOG to the Texas Department of Transportation or the Federal Transit Administration contact:

Texas Department of Transportation
100 S. Loop
Waco, Texas 76704
(254) 867-2877

Federal Transit Administration
Region 6
Attn: Eldridge Onco
819 Taylor Street
Room 8A36
Fort Worth, Texas 76102
(817) 978-0550

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)
		Sole Proprietorship General Proprietorship
Is your firm a DBE? (yes) (no)		Corporation Limited Partnership
If yes, what type?		Limited Proprietorship

Attachment F—Advertisement

Five-Year Public Transit-Human Services Transportation Plan

The Central Texas Council of Governments (CTCOG) is seeking proposals to complete a **Five-year public transit-human services transportation plan**, also known as the Regionally Coordinated Transportation Plan. The plan will cover the general public as well as groups with special needs and will include the following counties: Bell, Coryell, Hamilton, Lampasas, Llano, Mason, Milam, Mills, and San Saba. Interested parties must submit proposal for entire project.

RFP is available at www.ktmpo.org or contact CTCOG, Attn: Christina Demirs, at 2180 N. Main Street, Belton, TX 76513; 254-770-2363. Proposals are due at this address **on November 2, 2015 by 4:00 p.m.**, at which time the proposals will be publicly opened.

End of Packet