

Request for Proposal

Five-Year Public Transit Human-Services Transportation Plan

October 7, 2015

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 Proposals may be withdrawn prior to the above-scheduled time set for closing of the Proposals.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. A description of the methodology used to conduct this needs assessment and gap analysis concerning the public’s transportation needs;
- b. Observations/findings/conclusions concerning unmet needs and inefficiencies such as overlaps and gaps in services;
- c. A discussion of recommendations and implications concerning the public transit—human services transportation plan;
- d. 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:
 - 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.

- 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 PREPARTATION 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

CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.

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 2 CFR Part 200 (also known as the "Supercircular.")

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 style="width: 50%; border: none;"><input type="checkbox"/> Rural Transit District</td> <td style="width: 50%; border: none;"><input type="checkbox"/> Private Non-Profit Organization</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Urban Transit District</td> <td style="border: none;"><input type="checkbox"/> Private For-Profit Organization</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Metropolitan Planning Organization</td> <td style="border: none;"><input type="checkbox"/> Private Consultant</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Metropolitan Transit Authority</td> <td style="border: none;"><input type="checkbox"/> State Transit Association</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Governmental Entity</td> <td style="border: none;"><input type="checkbox"/> University</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Native American Tribe / Indian Tribal Organization</td> <td style="border: none;"><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												
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<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 Certification Forms

No Obligation by the Federal Government

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

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

Date: _____

Signature: _____

Company Name : _____

Title: _____

Program Fraud and False or Fraudulent Statements or Related Acts

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 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, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Date: _____

Signature: _____

Company Name : _____

Title: _____

Access to Records and Reports

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

Date: _____

Signature: _____

Company Name : _____

Title: _____

Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Date: _____

Signature: _____

Company Name : _____

Title: _____

Civil Rights

The following requirements apply to the underlying contract:

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor 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 to the underlying contract:
 - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor 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, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Date: _____

Signature: _____

Company Name : _____

Title: _____

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 this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

Date: _____

Signature: _____

Company Name : _____

Title: _____

Energy Conservation

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

Date: _____

Signature: _____

Company Name : _____

Title: _____

Termination

- a. **Termination for Default Breach or Cause:** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the CTCOG may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the CTCOG that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the CTCOG, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- b. **Opportunity to Cure:** The CTCOG in its sole discretion may, in the case of a termination for breach or default, allow the Contractor a time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to CTCOG's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from CTCOG setting forth the nature of said breach or default, CTCOG shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude CTCOG from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- c. **Waiver of Remedies for any Breach** In the event that CTCOG elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by CTCOG shall not limit CTCOG's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Date: _____

Signature: _____

Company Name : _____

Title: _____

Government Wide Debarment and Suspension

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **CTCOG**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **CTCOG**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Date: _____

Signature: _____

Company Name : _____

Title: _____

Disadvantaged Business Enterprise (DBE)

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal has not been established for this procurement.
2. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **CTCOG** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
3. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **CTCOG**. In addition, the contractor may not hold retainage from its subcontractors.
4. The contractor must promptly notify **CTCOG** whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **CTCOG**.

Date: _____

Signature: _____

Company Name : _____

Title: _____

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.