



REQUEST FOR PROPOSALS (RFP)

RFP NUMBER: 17-0132

PROPOSAL FOR: Demand Response Rideshare Service

PROPOSAL DUE DATE: August 31, 2017

PROPOSAL DUE TIME: 2:00PM

CONTACT: Will Velasco
Sr. Purchasing Agent
E-mail: Will.Velasco@arlingtontx.gov
Telephone: 817-459-6302

1. Sealed proposals, one (1) original, one (5) hard copies and (2) electronic copies on a flash drive, subject to the Terms and Conditions of this RFP and other contract provisions, will be received in the **Purchasing Division, 101 S Mesquite Street, Suite 800, Arlington, Texas 76010**, before the due date and time shown above.
2. **Proposals must be returned in a sealed envelope or other appropriate package, addressed to the Purchasing Agent, City of Arlington and have the proposal number, due date, and company name clearly marked on the outside envelope.**
3. Please note that all Notifications, Releases and Amendments associated with this solicitation will be posted on the City's Supplier Portal at: www.arlington-tx-gov/finance/purchasing and Demandstar by Onvia at: www.demandstar.com. The City of Arlington will make no attempt to contact vendors with updated information. It is the responsibility of each vendor to periodically check the website for any and all notifications, releases and amendments associated with this solicitation.
4. Late proposals will be returned to the bidder unopened.
5. Proposals may be withdrawn at any time prior to the official opening.

The undersigned agrees if the RFP is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this proposal shall be **180** calendar days unless stated otherwise herein.

THE UNDERSIGNED, BY HIS/HER SIGNATURE, REPRESENTS THAT HE/SHE IS AUTHORIZED TO BIND THE BIDDER FOR THE AMOUNT SHOWN ON THE ACCOMPANYING BID SHEETS AND HEREBY CERTIFIES FULL COMPLIANCE WITH THE TERMS AND CONDITIONS, SPECIFICATIONS AND SPECIAL PROVISIONS OF THE INVITATION FOR BID. BY SIGNING BELOW, YOU SIGNIFY THAT YOU HAVE READ THE ENTIRE DOCUMENT AND AGREE TO THE TERMS AND CONDITIONS THEREIN. BY SIGNING BELOW, YOU ALSO CERTIFY THAT IF A TEXAS ADDRESS IS SHOWN AS THE ADDRESS OF THE BIDDER, BIDDER QUALIFIES AS A TEXAS RESIDENT BIDDER AS DEFINED IN RULE 1 TAC 111.2.

Company Name and Address	Company's Authorized Agent:
	Signature
	Name and Title (Typed or Printed)
Federal ID Number (TIN) or SSN and Name	
DUNS No.	Telephone No.
Email address:	

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

It is the responsibility of the firm to ensure that they have received addendums if issued. Call (817) 459-6300 or email Purch@arlingtontx.gov prior to submitting your proposal to ensure that you have received addendums.

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**CITY OF ARLINGTON
INSTRUCTIONS TO PROPOSING FIRMS**

1. PROPOSAL DELIVERY

Proposals must be received in the Purchasing Office prior to the due date and time. It is the sole responsibility of each vendor to ensure timely delivery of the Proposal. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the vendor. Late proposals will be returned to the vendor unopened. The time stamp clock in the Purchasing Office is the time of record.

Be advised that the Municipal Court has relocated to the City Tower, and there is now only one entrance into the building. Vendors will be required to enter and pass through security at the North Entrance (through the metal detector). All packages will be also be scanned. This could be a lengthy process. The Proposal response must arrive on the 8th floor by 2:00 pm in order to be considered.

Vendors are reminded that the U.S. Postal Service deliveries may be delayed. Vendors are responsible for on-time deliveries of proposal documents to the City of Arlington, and are strongly encouraged to use alternate means, such as overnight/hand delivery carriers, or allow ample time for USPS deliveries to be received in time.

Vendors must allow sufficient time for processing through the City's internal mailroom system to ensure the bid/RFP response arrives in the Purchasing Office prior to the due date and time. The City is not responsible for mail held by any carrier or third party delivery service. Any Bid/Proposal received after the required date and time will be considered late, and will not be accepted or considered. Late bids will be returned to the bidder unopened. Bids will not be considered if delivered or received at any other City office or facility.

EXAMPLE OF PROPERLY IDENTIFIED ENVELOPE:

Proposer's Name	
Address	
City, State, Zip	
Telephone Number	
	City of Arlington Purchasing Division Business Office, 8th Floor 101 S. Mesquite St. Arlington, Texas 76010
RFP Number: 17-0132	
RFP Due Date and Time: _____	
RFP Name: _____	

2. PROPOSAL DOCUMENTS

Review of Documents: Vendors are expected to examine all documents that make up the proposal. Vendors shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the proposal. Vendors must use a complete proposal to prepare proposals. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete proposals.

Location of Documents: The Supplier Portal and Demandstar are the only authorized sources for obtaining accurate Bid forms. All addenda and notices related to this procurement will be posted by the City on the City's Supplier Portal and Demand Star. Location of Bid Documents is available after registration (fees apply and will vary) at:

- Arlington's Supplier Portal www.ArlingtonTX.gov/finance/purchasing
- Onvia Demand Star located at www.onvia.com,
- Or, may be picked up via hard copy at location **Purchasing Division, Business Office, 101 S. Mesquite Street, Suite 800, Arlington, Texas 76010**,

Any addenda or other modification to the Bid/RFP/RFP documents will be issued by the City prior to the date and time of closing, as written addenda shall be distributed to all prospective Proposers who have obtained the Bid/RFP package directly from the City's Supplier Portal or its authorized representative. Such written addenda or modification shall be part of the Bid/RFP documents and shall be binding upon each Proposer. Each Proposer is required to acknowledge receipt of any and all addenda in writing and submit with their Bid/RFP.

The City is not responsible for any solicitations advertised by subscriptions, publications; websites (other than the City's) or other sources not connected with the City and the Proposer should not rely on such sources for information regarding any solicitation made by the City of Arlington. In the event this Bid/RFP is obtained through any means other than the City's Supplier Portal or Demand Star, the City will not be responsible for the completeness, accuracy, or timeliness of the final Bid/RFP documents received from those other sources. Bid/RFP forms obtained from any other source may be incomplete and Proposers risk not receiving necessary addenda, or other required documents causing Bid/RFP to be considered non-responsive, and eliminating the Bid/RFP from award.

Preparation of Proposal: Each vendor must furnish the information required by the proposal on the documents provided. Proposals submitted on other than the forms included in the proposal package may be considered non-responsive. Any attempt to alter the wording in the proposal may result in rejection of the proposal.

Taxes: Purchases of Goods or Services for City use are usually exempt from City, State, and most Federal Taxes. Proposals may not include exempted taxes. The successful vendor should request a Tax Exemption Certificate from the Purchasing Division if needed. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption.

Brand Name or Equal: If the proposal indicates brand name or "equal" products are acceptable, the vendor may propose an "equal" product as an alternate proposal but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" solely remains with the City.

Delivery Time: Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met, or the date is not indicated, the vendor shall state its best delivery time. Failure to meet delivery times quoted may be grounds for cancellation of contract.

Prices: Proposals shall be firm unless otherwise specified. In the event of a discrepancy between unit price and extended price, the unit price shall govern.

Signature: The vendor must sign each document in the proposal requiring a signature. If addenda are issued, the vendor must initial any physical change made to the proposal.

Proposal Preparation Costs: All costs associated with preparing a proposal in response to a proposal solicitation shall be borne by the vendor.

3. SUBMISSION OF PROPOSALS

Unless otherwise specified, vendors are required to submit the following required documents labeled "original" and two (2) copies.

Documents Required with Proposal: The following documents must be submitted with each proposal prior to the due date:

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1. The signed Invitation to Proposal sheet
2. Cooperative Purchasing Form
3. Copy of W-9 (December 2014 or latest revision) "Request for Taxpayer Identification and Certification"
4. Proof of Insurance on original Acord Form
5. MWBE Participation Form (if applicable)
6. References (if required)
7. No-Proposal Form (if applicable)

Any other documents included in the proposal specifications requiring completion or execution by the vendor (i.e. proposal bond)

The vendor should retain all other pages in the proposal document.

Addenda: Receipt of Addenda must be acknowledged by signing and returning Addenda with the proposal, or under separate cover prior to the due date. Addenda containing proposal pricing should be returned in a sealed envelope marked on the outside with the vendor's name, address, proposal number, and the due date and time. It is the vendor responsibility to obtain, review, sign and return any and all addenda. Addenda are available through the City's Supplier Portal (registered vendors) www.demandstar.com and in the main Purchasing office. Failure to return any and all issued addenda may adversely affect the vendor opportunity for award.

4. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

Modification of Proposals: Proposals may be modified in writing at any time prior to the due date and time. Modifications should be returned in a sealed envelope marked on the outside with the vendor name, address, proposal number, and the due date and time. The modification package must include a cover letter clearly stating the page(s) and item(s) being modified, and any further relevant information.

Withdrawal of Proposals: Proposals may be withdrawn in writing or by facsimile (provided that the facsimile is signed by the vendor) at any time prior to the due date.

A proposal may also be withdrawn in person by a vendor, provided the withdrawal is made prior to the due date. The vendor must sign a receipt of withdrawal.

No proposals may be withdrawn after the due date without forfeiture of the proposal security (if required), unless there is a material error in the proposal. Withdrawn proposals may be resubmitted, with or without modifications, up to the due date. The City may require proof of agency from person withdrawing proposal.

5. OPENING OF PROPOSALS

The Purchasing Division representative responsible for opening proposals shall confirm the time and announce the proposal opening. The representative shall then personally and publicly open and read aloud all proposals received on time.

6. EVALUATION FACTORS AND AWARD

Evaluation: Vendors may furnish pricing for all or any portion of the proposal (unless otherwise specified). However, the City may evaluate and award the contract for any item or group of items shown on the proposal, or any combination deemed most advantageous to the City. Proposals that specify an "all or none" award may be considered if a single award is advantageous.

Award: The City of Arlington shall award the proposal to the lowest responsive, responsible vendor or to the vendor who provides goods or services at the best value for the City. A responsive vendor is defined to be one who submits a

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completed sealed packet that conforms to all technical and legal requirements within the stated time deadline and in accordance with the specifications. A responsible vendor is defined to be one who demonstrates specific selection criteria responses indicating that the company has the financial resources, judgement, skill, integrity, performance record and overall ability to successfully deliver the supplies, equipment, or services being procured. In determining the “best value”, the following criteria will be considered as amended in section 252.043 of the Texas Local Government Code:

1. Purchase Price;
2. Reputation of the vendor and the vendor goods/services;
3. Quality of the vendor’s goods or services;
4. Extent to which the goods or services meet the municipality’s needs;
5. Vendor’s past relationship with the municipality;
6. Impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
7. Total long-term cost to the municipality to acquire the vendor’s goods or services; and
8. Any relevant criteria specifically listed in the request for proposals.

Total long-term cost may include specification conformance, delivery requirements, the life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, warranties and other factors contributing to the overall acquisition cost of the product/services.

Acceptance of Proposal: Acceptance of a proposal for a one-time purchase will be in the form of a Purchase Order. Acceptance of a proposal for a supply or service agreement will be by contract. Subsequent purchase releases may be issued as appropriate. The contents of a proposal shall become a part of the contract.

Under no circumstances will the City be responsible for goods or services provided without an acceptance signed by an authorized City representative.

Reservations: The City expressly reserves the right to:

1. Specify approximate quantities in the proposal;
2. Extend the proposal opening date and time;
3. Consider and accept alternate proposals, if specified in the proposal documents, when most advantageous to the City;
4. Waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable goods or services;
5. Waive any minor informality in any proposal or proposal procedure (a minor informality is one that does not affect the competitiveness of the vendor);
6. Add additional terms or modify existing terms in the proposal;
7. Reject a proposal because of unbalance unit proposal prices;
8. Reject or cancel any or all proposals;
9. Reissue a proposal; and/or
10. Procure any item by other means.

7. POST-PROPOSAL DOCUMENTS REQUIRED FROM SUCCESSFUL VENDOR

Certificate of Interested Parties Form 1295: The awarded contractor is required to complete online and notarize the Certificate of Interested Parties Form 1295 and the form must be submitted to the Purchasing contact listed in the solicitation **before the purchase/contract will be presented to the City Council**. The form must be completed at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Certificates of Insurance: When insurance is required, the vendor must provide certificates of insurance in the amounts

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and for the coverage required to the Purchasing Division within 15 business days after notification of intent to award, or as otherwise required by the proposal specifications.

Payment, Performance, and Maintenance Bonds: When payment, performance, and/or maintenance bonds are required, the vendor must provide the bonds, in the amounts and on the conditions required, within 15 working days after notification of intent to award, or as otherwise required by the proposal specifications.

8. CONTRACTOR SELECTION

If awarded, the contract shall be based on the City's evaluation criteria, compliance with proposal requirements and offers the most advantageous offer for the supplies, equipment, or services being procured.

9. COMPLIANCE WITH LAWS

The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations, and lawful orders of any public authority bearing on the performances of the services. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Texas. The Contractor warrants and covenants to the City that all services will be performed in compliance with all applicable federal, state, county, and city health and safety codes, rules and ordinances including, but not limited to, the Texas Industrial Safety and Health Act, and the Workers Right to Know Law.

10. PUBLIC DISCLOSURE

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (The "Public Information Act").

Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a vendor does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

11. AMERICANS WITH DISABILITIES ACT

Anyone requiring reasonable accommodation for the public meetings specified herein (i.e. Pre-Bid Meeting or Bid Opening Meeting) should contact the person/agent of record named on the first page of this document at least 24 hours in advance of the activity to request accommodations.

12. PROHIBITED VENDORS

As of the date of this transaction, Vendor certifies that they are not listed in the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control (see <http://www.treas.gov/offices/enforcement/ofac/sdn/>).

In addition, Vendor certifies that they are not listed on the Excluded Parties List System (EPLS) which is found at www.epls.gov.

Vendor agrees that should at any time during the term of this contract they become listed on the either the Terrorism List or EPLS, Vendor shall promptly notify the City. The City shall have the absolute right to terminate this contract without

recourse in the event Vendor becomes listed on the Terrorism List. Vendors identified on either list at time of bid review will not be considered for award.

13. CONTACT WITH CITY COUNCIL, STAFF AND ADVISORS

All questions concerning this procurement solicitation must be directed to the Purchasing Agent. Contact information for the Purchasing Agent is listed on page 1 of this document.

The following provisions are intended to ensure a fair and equitable review process so that there is no actual or potential situation where one RFP vendor secures or attempts to secure an unfair advantage over another vendor or creates a situation where there is an appearance of impropriety in contacts between the vendor or vendor's agent or vendor's contractor or vendor's consultant and City officials.

Vendors are prohibited from communicating with council members, City officials and their staff, regarding the RFP or Proposals from the time the RFP has been released until posted as a City Council agenda item for consideration by the entire city council.

These restrictions extend to letters, phone calls, emails, social media, or any contact that results in the direct or indirect discussion of the RFP or proposal submitted or to be submitted. Violation of this provision by vendor or vendor's agent may lead to disqualification from consideration. Exceptions to the restrictions on communication with City employees include:

Contacts by the vendor with City when such contacts do not pertain to this proposal. Examples include: private (non-business) contacts with the City by the proposer or Proposer's employees acting in their personal capacity; presentations and/or responses to inquiries initiated by City Staff; and if a representative of the proposer has a question about any potential contact as described above, the Purchasing Manager will be notified in order to make a determination as to whether any contact is allowed in accordance with the RFP.

**CITY OF ARLINGTON
REQUEST FOR PROPOSAL
FOR
DEMAND RESPONSE RIDESHARE SERVICE
RFP NUMBER 17-0132**

**SECTION 1
INTRODUCTION**

1.0 INTRODUCTION

The City of Arlington Texas is soliciting proposals from qualified mobility service and technology providers to assist with the development and deployment of a Demand Response Rideshare Service Pilot Project. A turnkey solution is desired and proposals should include provisions for the necessary software application/platform, vehicles, drivers and other elements as more fully described below.

The Rideshare Service is meant to serve the general population, although it will likely be limited to specific areas of the City due to funding constraints. The Pilot Project is anticipated to last one (1) year with an optional renewal of one (1) additional year. The City desires to begin the Rideshare Service on November 13, 2017.

Federal Participation - This procurement is subsidized with state and federal transit operating funds. Applicable Federal clauses are set forth in Section 7 of the solicitation.

1.1 OBJECTIVES

- Test the feasibility and impact of a Demand Response Rideshare Service through a short-term pilot project model
- Better understand demand and willingness to use a rideshare service
- Acquire data to allow for detailed analysis of service performance and opportunities for improvements.
- Improve alternative transportation options compared to personal vehicles or traditional single-occupancy transportation networking companies through competitive or reduced travel times, convenience, cost effectiveness and improved overall trip experience
- Reduce congestion and improve traffic flow by reducing vehicles on the road

1.2 BACKGROUND

The City of Arlington, Texas is located in North Texas and within Tarrant County, about 15 miles south of Dallas-Fort Worth International Airport. The City is 99 square miles and has a population of nearly 380,000, making it the third largest municipality in the metropolitan area and the 50th largest city in the nation. The city is home to the University of Texas at Arlington, a General Motors assembly plant, the Texas Rangers and the Dallas Cowboys.

Arlington does not have a citywide transportation system. The city generally has low-density development patterns and an auto-dependent population. However, its growth and position in a larger metropolitan region of over seven million people is increasingly making it difficult to get around. The City is interested in increasing transportation options for residents, employers, students, and visitors. The City also has a unique challenge related to the many special events that take place in its Entertainment District and the heavy traffic that is associated with them.

The Arlington Entertainment District is home to the Texas Rangers Globe Life Park, the Dallas Cowboys AT&T Stadium, Six Flags Over Texas, Hurricane Harbor Water Park and the International Bowling Museum and Hall of Fame. Construction is currently underway on the \$250 million Texas Live! entertainment complex that will open in 2018. The

development will be anchored by a \$150 million Lowes hotel and will include more than 200,000 square feet of restaurants, retail and entertainment space, convention center space and an outdoor events pavilion for crowds of up to 5,000 and plans to host more than 250 events per year. The Texas Live! development is expected to increase Arlington's 14 million annual visitors by an additional 3 million visitors per year. By 2020, the Entertainment District will also be home to the Texas Rangers new \$1 billion baseball stadium.

Downtown Arlington is in the midst of major redevelopment, bringing in a vibrant urban feel with mixed-use developments, an emerging arts & culture district, and local entertainment venues. Since 2006, more than \$250 million has contributed to redeveloping the downtown area. In 2016 downtown Arlington was designated as an Arts & Culture district by the Texas Commission on the Arts. Downtown is home to major attractions including the Levitt Pavilion, the Arlington Museum of Art, Arlington Theatre, Arlington Music Hall, two local breweries, more than 20 restaurants & bars, and the city's civic center including City Hall and the new 80,000 square foot Downtown Library, currently under construction. A new mixed-use development, 101 Center, is expected to bring additional vibrancy to the emerging downtown area with 244 residential units and 18,000 square feet of retail, restaurants, and office space in late 2017.

Immediately adjacent to the downtown area is the University of Texas at Arlington (UTA), which is the second largest campus in the University of Texas system. One of the most diverse schools in the nation, more than 57,000 students are enrolled in the university, with approximately 40,000 students on campus annually. With more than 10,000 students living on or adjacent to campus, many students do not have personal vehicles and rely on other modes of transportation. UTA regularly holds large-scale events at College Park Center, including a summer speaker series, sporting events, and high school graduations, bringing in visitors from all over the North Texas region. Additionally, College Park Center is home of the Dallas Wings WNBA team, who relocated to Arlington prior to their 2016 season.

1.3 EXISTING TRANSPORTATION SERVICES

Metro ArlingtonXpress (MAX) Bus Service: The MAX Bus was launched in 2013 as a pilot program, connecting downtown Arlington to the CentrePort Station where riders can transfer to the Trinity Railway Express to either Dallas or Fort Worth, or a shuttle to the Dallas/Fort Worth International Airport. Throughout the pilot project ridership has been consistent at approximately 250 trips per day. Now in its 4th year the current contract of the MAX Bus service ends Dec 31, 2017.

Trinity Railway Express (TRE) Commuter Rail Line: Just north of the Arlington city limits is convenient access to the Trinity Railway Express Commuter Rail Line. CentrePort Station (also the final destination of Arlington's MAX Bus) is the midpoint along the light rail service, connecting transit systems that serve Fort Worth and Dallas.

Handitran Paratransit Service: Handitran is a door-to-door transportation service for the elderly and disabled persons living in Arlington. Handitran has passenger vans as well as contracted taxi services to transport riders to doctor appointments, work, grocery, pharmacy, and other necessary trips. Handitran receives majority funding through federal grants, and charges a small \$2.00 one-way fare for riders, who can also purchase a monthly unlimited pass for \$55.00 per month. Handitran provides over 500 trips per day to Arlington's disabled and elderly citizens.

University of Texas at Arlington (UTA) Shuttle Service: The Parking and Transportation Services Department at UTA operates a free campus shuttle bus system exclusively for UTA students, faculty, staff, and guests. With defined stops, the shuttle is not a stop-on-demand service, but does include an express route from Maverick Stadium to the Central Library to get riders across campus more quickly. Routes run all day Monday through Friday. A very limited Saturday service also offers students the opportunity to access a shopping area in the southern area of the City.

Entertainment District Trolley: The Arlington Trolley is managed by the Arlington Entertainment Area Management District (AEAMD). While it works in cooperation with the City of Arlington, it is not a department or arm of the city government. The District's operations are financed by a tax assessment of the hotel properties within the District that benefit from the trolley services. Guests staying at participating hotels do not pay a fare to ride a trolley. Trolley service

is provided only to registered guests of participating hotels within the District. Trolleys run between District hotels and certain entertainment venues within the Arlington Entertainment District. The trolley does not provide a stop-on-demand transit service outside the scope of its predetermined routes and stops.

SECTION 2

ADMINISTRATIVE INFORMATION

2.0 Point of Contact

The Purchasing Agent, identified below, is the sole point of contact regarding the RFP bidding documents from the date of issuance until selection of the successful Vendor. The point of contact for inquiries concerning this RFP is:

Will Velasco, CPPB
Sr. Purchasing Agent
City of Arlington
101 S. Mesquite Street, Suite 800
Arlington, Texas 76010
Will.Velasco@arlingtontx.gov

2.1 Restriction on Communication

All communications relating to this RFP must be directed to the City's contact person named above. All other communications between a Vendor and City Staff, and public officials **concerning this RFP are prohibited**. Failure to comply with this section may result in the City disqualifying the Vendor's offer.

2.2 Requests for Proposal (RFP)

The RFP is not a bid. In the event the City elects to negotiate a contract with the successful responsive vendor, any contract shall contain, at a minimum, the terms and conditions for as listed in the RFP. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City. No direct or indirect contact with the Mayor of the City of Arlington or City Council members will be allowed. If such contact is made, the City reserves the right to reject the proposal.

2.3 Procurement Schedule

The following dates are set forth for informational and planning purposes; however, the City reserves the right to change the dates.

RFP Schedule	
RFP Release Date	August 2, 2017
Last day for Questions Due	August 15, 2017 @ 5:00pm
Release of Addendum (if necessary)	August 22, 2017
Proposals Due	August 31, 2017 @ 2:00pm
Short List Issued	September, 11 2017
Interviews (if needed)	September, 15 2017
Mayor and Council Approval	October 17, 2017
Desired Service Start Date	November 13, 2017

2.4 Questions, Requests for Clarification, and Suggested Changes

Vendors are invited to submit written questions and requests for clarifications regarding the RFP. Vendors may also submit suggestions for changes to the requirements of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received on or before **August 15, 2017 5:00 pm**. If the questions, requests for

clarifications, or suggestions pertain to a specific section of the RFP, the page and section number(s) must be referenced. If a respondent discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the respondent should immediately notify the Purchasing Agent in writing of such error and request modification or clarification of the RFP document.

The City assumes no responsibility for verbal representations made by its officials or employees unless such representations are confirmed in writing and incorporated into the RFP. Vendors must inform themselves fully of the conditions relating to the proposal. Failure to do so will not relieve a successful bidder of his or her obligation to furnish all services required to carry out the provisions of this contract. The Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of, or interference with, the work of any other contractor.

2.5 Amendment to the RFP and Withdrawal of Offer

The City reserves the right to amend the RFP at any time. The Vendor shall acknowledge receipt of an amendment in its proposal. Vendors who submit proposals in advance of the deadline may withdraw, modify, and resubmit proposals at any time prior to the deadline for submitting proposals. Vendors must notify the Purchasing Agent in writing if they wish to withdraw their proposals.

2.6 Submission of Offers

Vendors must furnish all information necessary to evaluate the bid proposal. Offers that fail to meet the mandatory requirements of the RFP will be disqualified. Verbal information provided by the Vendor shall not be considered part of the Vendor's proposal.

2.7 Opening

Proposals will be opened publicly to identify the names of the Respondents, but will be afforded security sufficient to preclude disclosure of the contents of the proposal, including prices or other information, prior to award. After the RFP opening, the offers will remain confidential until the Evaluation Committee has reviewed all offers submitted in response to this RFP and the City has executed a contract.

2.8 Costs of Preparing the Offer

The costs of preparation and delivery of the bid proposal are solely the responsibility of the Vendor. No payments shall be made by the City to cover costs incurred by any Vendor in the preparation of or the submission of this RFP or any other associated costs.

2.9 Rejection of Offers

The City reserves the right to reject any or all offers, in whole or in part, received in response to this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the City to award a contract. This RFP is designed to provide vendors with the information necessary to prepare a competitive proposal.

2.10 Disqualification

The City may reject outright and shall not evaluate proposals for any one of the following reasons:

1. The respondent fails to include information necessary to substantiate that it will be able to meet a service requirement.
2. The Vendor fails to respond to the City's request for information, documents, or references.

3. The Vendor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in section 4 of this RFP.
4. The Vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.
5. The Vendor initiates unauthorized contact regarding the RFP with City employees and/or officials, or members of the evaluation committee.
6. The Vendor provides misleading or inaccurate responses.
7. The Vendor limits the City's rights.

2.11 Nonmaterial and Material Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other vendors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the services. In the event the City waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Vendor from full compliance with RFP specifications or other contract requirements if the Vendor is awarded the contract. The determination of materiality is in the sole discretion of the City.

2.12 Reference Checks

The City reserves the right to contact any reference to assist in the evaluation of the bid proposal, to verify information contained in the bid proposal and to discuss the Vendor's qualifications and the qualifications of any subcontractor identified in the bid proposal.

2.13 Information from Other Sources

The City reserves the right to obtain and consider information from other sources concerning a Vendor, such as the Vendor's capability and performance under other contracts. The content of a bid proposal submitted by a respondent is subject to verification. Misleading or inaccurate responses shall result in disqualification.

2.14 Criminal History and Background Investigation

The City reserves the right to conduct criminal history and other background investigations of the Vendor, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Vendor for the performance of the contract.

2.15 Clarification Process

The City reserves the right to contact a Vendor after the submission of offer proposals for the purpose of clarifying a proposal to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Vendor has provided goods or services to the City or any other political subdivision wherever located, or requests for corrective pages in the Vendor's bid proposal.

An individual authorized to legally bind the Vendor shall sign responses to any request for clarification. Responses shall be submitted to the City within the time specified in the City's request. Failure to comply with requests for additional information may result in rejection of the bid proposal as non-compliant.

2.16 Disposition of Offers

All proposals become the property of the City. At the conclusion of the award/contract process, the contents of all offers will be in the public domain and be open to inspection by interested parties subject to exceptions provided in the

Texas Information Act or other applicable law.

2.17 Release of Claims

By submitting an offer, the respondent agrees that it will not bring any claim or cause of action against the City based on any misunderstanding concerning the information provided herein or concerning the City's failure, negligent or otherwise, to provide the Vendor with pertinent information as intended by this RFP.

2.18 Presentations

Vendor's key personnel may be required to participate in a panel interview. Only representatives of the evaluation team and the presenting Vendor will be permitted to attend the oral interviews. All Vendors submitting proposals may not have an opportunity to interview. Any cost(s) incidental for the interviews and/or demonstrations shall be the sole responsibility of the Vendor.

2.19 Evaluation of Offers Submitted

Offers that are timely submitted and are not subject to disqualification will be reviewed in accordance with Section 6 of the RFP. The evaluation and selection of a contractor will be based on the information submitted in the proposal, references and required presentations and demonstrations. Respondents shall respond to all requirements clearly and completely. Failure to respond completely may be the basis for the rejection of a proposal.

2.20 Award and final offers

City reserves the right to award a contract for all or any portion of the requirements proposed by reason of this request, or to reject any and all proposals if deemed to be in the best interests of the City and to re-solicit for proposals, or to reject any and all proposals if deemed to be in the best interests of the City and to temporarily or permanently abandon the procurement. If the City awards a contract, it will award the contract to the Vendor whose proposal is the most advantageous to the City, considering price and the evaluation factors set forth in this RFP.

Awards may be granted in one of two ways. The award may be granted to the highest scoring responsive, responsible proposal. Or to the responsible Vendor whose proposal conforms to the RFP and is the most advantageous to the City, price and other factors considered as stated in Section 6 of the RFP.

2.21 Closed Records

All Proposals including interviews, presentations documents and meetings relating the RFP may remain closed records or meetings until a Contract is executed or until all Proposals are rejected by the City.

If the City amends this RFP, Proposals submitted in response to the original RFP may remain closed records until a contract is executed or all Proposals submitted in response to the amended RFQ are rejected.

Proposals shall remain closed records even if the City mistakenly informs all Proposers that it is rejecting any and all Proposals prior to amending the RFP as long as the City intends to amend the RFP and re-solicit Proposals.

2.22 Debriefing Vendors

Debriefing of contract award is available within 30 days after award and execution of the Contract.

2.23 TRAVEL

All travel or other related expenses must be pre-approved in writing by the City and are a pass through without markup.

Independent Contractor must use City travel reimbursement rates. City follows GSA Per Diem rates that can be found at the following URL <https://www.gsa.gov/portal/content/104877>

Authorized expenses to be reimbursed by the City include: transportation to and from destination (coach fare or less), lodging, meals, local transportation at destination, and miscellaneous incidental expenses required to transact City business. The City does not reimburse for travel time, alcohol, in room movies, laundry, dry cleaning, room service additional charges for in room meal delivery, or health club costs. Copies of all receipts must accompany invoice for all pre-approved reimbursable expenses.

SECTION 3

SCOPE OF WORK

3.1 OVERVIEW – SCOPE OF SERVICES

The City of Arlington Texas is soliciting proposals from qualified mobility service and technology providers to assist with the development and deployment of a Demand Response Rideshare Service Pilot Project. A turnkey solution is desired and proposals should include provisions for the items included in Section 3.2, Requirements.

The Rideshare Service is meant to serve the general population, although the City anticipates it will be limited to specific areas of the City due to funding constraints. The Pilot Project is anticipated to last one (1) year with an option to renew it for one (1) additional year. The City desires to begin the Rideshare Service on November 13, 2017.

The goal of the Pilot Project is to improve transportation options and mobility for residents and visitors trying to move within the City or trying to connect with the regional rail system. Furthermore, access to jobs and the ability to reverse commute into the City through the regional rail station for employment are specific focus areas for the Project. The Pilot Project also looks to explore opportunities to optimize transportation network efficiency, define a role for alternative and emerging mobility services and prepare for future transportation technologies.

Qualified firms are invited to propose an innovative and flexible transportation model aimed at encouraging ridesharing and alternative transportation solutions to connect key areas of the City. The City envisions an easily scalable service model that integrates real-time, dynamic operations technology and the “right-sizing” of vehicles based on demand. The technology should enable a fully automated scheduling, dispatching, and reservation system for a demand responsive transportation service.

- **The City desires full access to and ownership of all data associated with the Pilot to inform strategic transportation planning efforts.**

Funding in the amount of up to \$750,000 per year is anticipated to be available for this Pilot Project. One half of this cost (up to \$375,000) is anticipated to be provided through Federal Transit Administration 5307 funding. The other half of the funding is anticipated to come from City funds and local partners.

Due to the geographic size of Arlington and funding constraints, the City anticipates that citywide rideshare service will not be feasible. While specific service area boundaries have not been defined, a list of key destinations that must be served by the Rideshare Pilot Project is included below. The general location of the destinations is illustrated in the map included in Exhibit A.

- CentrePort Trinity Railway Express (TRE) commuter rail station
- Arlington Entertainment District
- Downtown Arlington
- The University of Texas at Arlington
- Parks Mall
- Arlington Highlands shopping area

3.2 REQUIREMENTS

- Turnkey solution provided through a single contract to include the following items:
 - Real-time, dynamic service

- Software application/platform necessary for scheduling, dispatch, user interface, data collection, reporting, backend dashboard.
- Vehicles – owned or leased by vendor
- Drivers
- Operation of service
- Customer service
- Storage for vehicles
- Maintenance of vehicles
- Marketing of service
- Minimum of 6 days of service per week, Monday through Saturday
- Minimum of 16 hours of service per day, Monday through Friday. Fewer service hours may be proposed for Saturday service, but should consider special events taking place in the Arlington Entertainment District.
- Headways of no more than 20 minutes
- Ability for riders to travel within or between all service areas
- Service to key destinations list above
- Data sharing and ownership by City as described in Section 3.5 C.2.
- Ability to apply different rate structures to riders (i.e. promotions, University students, etc.)
- Customer service must be available during all hours when service is operational
- Ability to request an ADA accessible vehicle on-demand
- Service option for those without a smart phone, internet access, credit card
- Free Wi-Fi
- Ongoing marketing of service, with a minimum of five (5) events, as described in Section 3.5 L.
- Ability to scale service based on demand
- Total cost not to exceed \$750,000

3.3 SERVICE PLAN

Proposed service plan should include provisions for service Monday through Saturday, except for major holidays. Proposals shall include service for a minimum of 16 hours of service per day Monday through Friday. Saturday service may be provided through a reduced number of service hours, but should consider special events taking place in the Entertainment District. The number of vehicles running may be scaled based on anticipated demand during the day (i.e. more vehicles available during rush hour, fewer vehicles available during off-peak times) and taking into account the requirements listed in Section 3.2 above. Headways should be no more than 20 minutes and may differ for different service areas of the City. Specific circumstances related to special events in the Entertainment District may necessitate a slightly different type of service than the typical day-to-day rideshare service. Riders should always be able to travel within or between all proposed service areas, including the TRE regional rail station.

3.4 PRICING/COST

Funding associated with this Pilot Project is an anticipated amount up to \$750,000 per year. One half of this cost (up to \$375,000) is anticipated to be provided through Federal Transit Administration (FTA) 5307 funding. The other half of the funding is anticipated to come from City funds and local partners. Funding amounts are subject to change during negotiations with the selected Proposer.

This procurement is subsidized with state and federal transit operating funds. Applicable Federal clauses are set forth in **Section 7** of the solicitation.

The City expects to receive all service revenue, with no deductions taken out by Vendor. Revenue shall be returned to City within 60 days of the end of the billing cycle during which revenue was received. The proposal shall clearly confirm this understanding and explain how revenue will be returned to the City.

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3.5 DETAILED SCOPE OF WORK

The City invites proposals for the development and implementation of an innovative and dynamic demand response rideshare model. The key components of the Pilot Rideshare Service, as envisioned by the City are outlined below.

A. WORK PLAN

This plan shall include the schedule for submitting all preliminary and/or final services and documents as outlined in the Detailed Scope of Work. A draft Work Plan shall be submitted at part of the Proposer's response to the RFP as described in Section 4, Tab 9. A final Work Plan will be required prior to the Rideshare Service start date.

B. PROJECT MANAGEMENT

Project management will be a key responsibility of the Proposer, and a continuous function. The Proposer's Project Manager assigned to the Pilot Project shall have the authority to make commitments and decisions that are binding on the Proposer and any Subcontractors. The City will designate a project manager to coordinate all project activities. All communications between the City and the Proposer shall be coordinated through their respective Project Managers. In the area of Project Management, the Proposer shall:

- Schedule and facilitate a kick-off meeting and meetings at key milestones, field reviews, advisory and/or stakeholder group meetings, and other project related meetings.
- Proposer shall prepare agendas, minutes, and sign in sheets for all meetings.
- Maintain and update the work plan as approved by the City Project Manager.
- Develop and maintain an overall project schedule to ensure milestones are met in an efficient manner.
- Oversee Subcontractor (if any) activity. The Proposer's project manager will ensure that individuals performing tasks have appropriate skill levels and credentials.
- Coordinate all required deliverables including, Pilot operations, vehicle acquisition, hiring of operators, vehicle wrapping, installation and configuration of software and hardware, documentation and training, branding and marketing, and performance monitoring and reporting, per the final contract agreement.
- Be available and responsive to requests for information, inspections or meetings related to FTA Third Party Oversight. As much as possible, these items will be scheduled ahead of time, but time-sensitive issues may arise.

C. PERFORMANCE MONITORING AND REPORTING

Proposer shall provide regular reporting, as follows:

C.1 Provide Bi-Weekly Staff Briefings

The Proposer shall provide bi-weekly briefings to the City Project Manager on completed tasks, deliverables, and all issues resolved during the 2-week period, with an explanation and new date for unmet tasks and deliverables. The briefing will also provide a forecast of activities and expected deliverables for the upcoming 1-month period. The bi-weekly briefing shall contain, at a minimum:

- Summary of Work Completed To-Date
- Updates to Project Schedule
- Status of Pilot and Deliverables
- Activities and expected deliverables for the upcoming month
- Red-flag issues

C.2 Provide Performance Reports & Service Adaptation Plans (SAP)

Regular Performance Monitoring: Reporting and analysis tools shall be built into the technology platform and open to the City for regular use. All data collected as part of the Pilot Project must be openly shared with the City and is the property of the City. The Proposer shall create custom reports as requested by the

City. Reports shall allow for daily, weekly, monthly assessment of the Service so that changes can be made to improve service and ridership if deemed necessary by the City.

Performance Evaluation Reports: Proposer shall provide a Performance Evaluation Report at the end of each month of Rideshare Service. At six (6) months and 12 months of service, a Summary Performance Evaluation Report shall be submitted that includes all past performance measures and reporting to give a comprehensive overview of the success of the Rideshare Pilot Project to date.

Report Content: Monthly Performance Evaluation Reports shall summarize the performance of the Pilot, using clear and measurable criteria that could include but are not limited to:

- Demand summary (origin/destination, time of use, boardings per revenue hour, total ridership, type of rider)
- Trip data (travel times, routes trip denial rate, booking abandonment rates, percentage of time headways are met)
- Revenue summary (total revenue, revenue broken down by types of riders (if applicable))
- Hardware performance and reliability
- Vehicle maintenance, performance and reliability
- Status and success of marketing efforts (number of events, attendance, audience reach, etc.)
- Customer Service

Service Adaptation Plan: If circumstances arise that merit modifications to the Pilot service operations, a Service Adaptation Plan (SAP) must be submitted along with the monthly report, clearly delineating the problem(s), proposed solution(s), specific service changes, and timeline for implementing changes.

D. INVOICING

Proposer shall provide regular invoices for all services rendered. If revenue is being returned to the City through a credit on the invoice, invoice should clearly delineate revenue share for the previous month of service and provide documentation to support the revenue number. Proposer shall submit invoices monthly on the 15th of each month and should include expenses for the preceding month with the billing period beginning and ending in the same calendar month. (i.e. – The invoice for period January 1 – January 31 would be due on February 15th). Should the 15th fall on a weekend or holiday, the invoice will be due on the next business day.

Invoices received on time will be payable by the City to the Proposer 30 days from the invoice date. Incomplete or inaccurate invoices shall be returned to the Proposer unapproved for correction. Invoices shall be submitted in a format agreed upon by the City and the Proposer.

E. FINALIZE PILOT PROJECT SERVICE PLAN

Proposer shall coordinate with the City Project Manager and staff to refine and approve the Pilot Project Service Plan, including type and number of vehicles, specific stops and routes (if necessary), times and days of service, service coverage areas, fare structure and cost structure. Field visits should be made to assess all proposed stop locations for safety, ADA access, and existing shelters and amenities.

Proposer shall work closely with the City to incorporate stakeholder feedback into the service model, as appropriate. Proposer shall work with the City to determine the cost per ride to users based on the proposed service model, associated costs to operate the Pilot, and available resources.

F. SOFTWARE, HARDWARE & EQUIPMENT PLANNING

Proposer shall provide all software, installation, training, and technical assistance, hardware and equipment required to deploy and manage the Rideshare Service.

E.1 Technology Platform Characteristics and Documentation

The City envisions a technology platform that can be used to, in real time, aggregate riders traveling from multiple origins to multiple destinations in an exceptionally efficient way that optimizes the balance between maximizing vehicle utilization and maintaining excellent quality of customer experience.

The platform should support fully automated scheduling, dispatch, and reservations, allowing passengers to book trips in real-time via phone, internet, and mobile application. The administrative interface should allow for real time monitoring and assessment of schedule adherence, vehicle locations, passenger breakdowns, driver performance, and other relevant trip details. It should be accessible via standard web browsers and from any commonly used internet-enabled device, and should provide options to generate reports and extract operational data for analysis.

Using the final Pilot Project service model and description of work above as a basis, the Proposer shall design and document processes and functionalities as they are to be implemented within the software component of the project. The Proposer shall document modules, platforms, and services that will be implemented to meet the City's needs, desired service model, and work rules.

Proposer will be responsible for coordinating payment and fare integration within the technology platform and/or across other agency applications, as necessary. The City envisions that the payment system will be highly accessible and may include access through a smartphone app, online, or by phone and would accept multiple forms of payment to accommodate residents that are unbanked, do not own a smart phone, or have low technology literacy.

E.2 Hardware and Equipment

The Proposer shall provide all necessary hardware required to deploy the Pilot Rideshare Service. If any transfer of equipment is required between vehicles, transfer should be simple and efficient. The operator user interface should be safe and easy to use, and include audible and clear messaging indicating passenger updates and stop changes. Driving instructions should be available in list, map, and turn-by-turn voice instructions to ensure safe operation.

a. Vehicle Acquisition & Operations Plan:

The City expects the Proposer to supply and maintain all necessary vehicles for the Pilot Project. If Proposer does not own the necessary vehicles for the Service as determined in the Service Model, vehicle acquisition by way of purchase, leasing, or other agreement will be required by the Proposer. The selected Proposer shall work with the City to develop a vehicle acquisition plan that clearly outlines the fleet size, type, fixed and variable costs, operations and maintenance needs. The City desires vehicles that accommodate mobility limited users and bicycle storage, as feasible. Vehicles used in the performance of this contract shall be no more than five (5) years old and/or have no more than 150,000 miles during any time during the initial term or subsequent renewals of this contract. Vehicle registration and vehicle identification numbers will serve as proof of age. Vehicles must meet all EPA standards.

b. Vehicle Operations:

Selected Proposer is responsible for ensuring that all relevant federal, state, and local regulations are complied with. The selected proposer shall provide the city with the following driver information no less than 10 days prior to the Rideshare Service start date. Operators added to the list shall be provided to the City prior to performing tasks as an Operator for the Rideshare Service.

- General information sheet for each driver
- Copy of current valid Texas driver's license
- Copy of permit to operate within the City of Arlington
- Copy of CPR/First Aid certification

- Copy of Drug and Alcohol Training attendance/certification
- Copy of Defensive Driving Course attendance/certification
- Copy of Sensitivity Training attendance
- Copy of Criminal Background Check

Proposer shall clearly demonstrate that insurance and liability coverage will be provided for drivers. Proposals that include the use of unionized labor must clearly state all terms and conditions that may influence Pilot operations.

E.3 Software and Hardware Installation Plan

The Proposer shall develop a software and hardware installation plan that will be approved by the City Project Manager. The installation plan will detail all of the necessary tasks and the schedule to complete the installation of all software and hardware.

G. INSTALL AND IMPLEMENT SOFTWARE AND HARDWARE COMPONENTS

In conformance to the Technology Platform Documentation and Software and Hardware Installation Plan, the Proposer shall perform the following:

- Installation of the suite of modules contained in the software component
- Application of all configurations identified in the Software Solution Design
- Installation of necessary hardware on pilot vehicles
- Test suite of modules
- System acceptance testing
- Mock go-live
- Go live/roll out

H. SYSTEM AND USER TRAINING

This Rideshare Service is expected to be provided by the selected Proposer as a turnkey solution with minimal City staff resources needed to implement the service. However, the Proposer shall provide training and manuals for the City staff needed to monitor, assess, access data and develop reports using the dashboard and other tools provided by the selected Proposer. Selected Proposer shall also ensure adequate and complete training of drivers takes place prior to placing the drivers on the Approved Drivers List submitted to the City as specified in 3.5 F E.2b.

I. TECHNICAL SUPPORT

The Proposer shall provide ongoing technical support for the duration of the Pilot Project, which will be one year from the start of revenue service. The Proposer should indicate the level of technical support and ongoing monitoring that will be provided in order to ensure the system is functioning properly. Software upgrades should be provided as soon as they are available. Technical support could include but is not limited to:

1. Application and User Support:

- Phone and email responses to software failures or questions within 24 business hours
- Assistance with questions on use of approved software configuration and software version
- Availability of experts to confer on software new release installation and fixes to bugs
- Software upgrades

2. Hardware Support:

- Troubleshooting hardware or network failure
- Assistance with technical recommendations focused on improving system performance

J. CUSTOMER SERVICE

Customer service shall be available to riders anytime the Rideshare Service is in operation. The City expects this service as part of the overall turnkey approach and will not have staff available to respond to customer service requests.

- Riders shall have immediate access to customer service assistance via mobile application or phone call at any point in time when service is in operation.
- Customer service concerns related to safety shall be addressed immediately and reported to the City within two (2) hours.
- City shall have access to all customer service comments, questions, requests or complaints.

K. PILOT DEPLOYMENT PLAN

Proposer shall submit a draft plan for City Project Manager approval detailing all tasks necessary to deploy the Pilot Rideshare Service. Include timelines and indicate responsible parties. Tasks may include but are not limited to:

- Vehicle Procurement and Branding
- Stop or Station Preparation (if fixed stops are used)
- Driver Procurement and Training
- Administrative processes
- Test runs
- Promotional Events & Marketing
- Full Service Deployment

L. MARKETING/PROMOTIONS PLAN AND IMPLEMENTATION

Proposer shall develop a comprehensive marketing and promotions plan based upon previous experience deploying a new rideshare or similar service. The City envisions a combination of hard copy marketing materials, promotional events and subsidies, and online advertising. Strategic and robust marketing of the Pilot will be critical to its success. Proposers shall conduct a minimum of five (5) marketing events in addition to ongoing electronic, print and social media related marketing efforts.

3.6 DRUG AND ALCOHOL TESTING

U.S. Department of Transportation regulations require that any contractor that provides transportation services to a Federal Transit Administration (FTA) grant recipient (i.e., the City of Arlington) must establish and maintain a program for the prevention of prohibited drug use and alcohol misuse in transit operations. This anti-drug use and alcohol misuse program must include a written substance abuse policy and drug and alcohol testing program in accordance with Federal regulations as contained in 49 CFR Part40, 49 CFR655, and 49 CFR Part 29.

Successful bidders will have in place a comprehensive anti-drug use and alcohol misuse program, which meets or exceeds all Federal requirements. The City of Arlington will, from time to time, audit the contractor's records and drug testing program to ensure total compliance. All successful contractors shall be required to comply with this requirement.

The contractor agrees to carry out pre-employment and other drug testing as to all safety-sensitive employees and subcontractors performing safety-sensitive functions related to this service. The contractor agrees to NOT hire or contract with any persons who test positive for substances prohibited under the approved contractor drug and alcohol policy to perform any services under this contract.

3.7 SMOKE-FREE WORKPLACE

The City of Arlington is a smoke-free workplace employer. The Arlington City Council has also adopted a policy requiring City construction and service contractors to provide a smoke-free workplace in the performance of any city contract. **Smoking on**

City property is prohibited at all times.

3.8 COMPLIANCE WITH TRANSPORTATION ORDINANCE

The contractor shall comply with all provisions of the City of Arlington transportation ordinance #03-040. A copy of the ordinance can be obtained on-line on the City of Arlington website at www.arlingtontx.gov

SECTION 4

FORMAT AND CONTENT OF OFFER

4.0 Instructions

These instructions prescribe the format and content of the offer. They are designed to facilitate a uniform review process. Failure to adhere to the proposal format may result in the disqualification of the proposal.

It is the request of the City that the following section headings be used in the responses to this RFP and that they be arranged in the order as listed in the proposal. The respondent should provide a table of contents and should label divider tabs. Responses must be in sufficient detail to permit an understanding and comprehensive evaluation of the offer/qualifications.

One (1) clearly marked original five (5) bound exact copies and two (2) electronic copies on a flash drive, containing the submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

Electronic copies of submittal (in PDF format) must replicate the actual packet of information being submitted in paper form to COA to include all signed forms and bid price sheet(s) along with any other required documentation specified. Respondent may include all required files on one thumb drive, CD or DVD.

Note: In case of a conflict between information on the hard copy and electronic version, the hard copy will take precedence.

Extra marketing or other information is not required and shall not be included. The proposal should be submitted with spiral binding or other non-cumbersome way. Do not submit proposals in three ring binders. A letter on a transmittal page must be included and signed in original ink by an authorized person of the submitting company.

The response to this RFP shall be no longer than 60 single-sided printed pages. Page size shall be 8.5 x 11 inches (11 x 17-inch pages may be utilized for graphical representations but each will be counted as two pages). Font size shall be no less than 11 pt. Tabs, dividers, resumes and required forms are excluded from the page count.

4.1 Format/Proposal Contents

The following information shall be provided in the order detailed:

1. The signed Invitation to Proposal sheet
2. Table of Contents
3. Required Forms
4. Cover Letter
5. Qualifications of Firm and Key Team Members
6. Project Timeline
7. Statement of Project Understanding
8. Pilot Project Approach
9. Scope of Services
10. Cost Estimate and Funding Approach
11. Financial Data
12. Other Information

Tab 1 TITLE PAGE - List the RFP title, the name of the Proposer, managing office address, telephone number, contact person and date.

Tab 2 TABLE OF CONTENTS - Include a clear identification of the material included in the proposal by page number.

Tab 3 REQUIRED FORMS

Include in this section the completed and properly executed standard forms required by this procurement. These include:

1. The signed Invitation to Proposal sheet
2. Pricing/Cost Estimate Sheet
3. Copy of W-9 (December 2014 revision) "Request for Taxpayer Identification and Certification"
4. Proof of Insurance on original Acord Form
5. Data Intake Form
6. References
7. Copy of business license and City of Arlington Certificate of Convenience and Public Necessity issued by the City of Arlington or evidence of application
8. Attachment 1, Proposing Firms Questionnaire
9. Attachment 2, Certification of Independence - No Conflict Of Interest
10. Attachment 3, Certification of Restrictions on Lobbying
11. Attachment 4, Integrity Certification Form
12. Attachment 5, DBE Subcontracting Plan
13. DBE/HUB Certification, if applicable
14. Attachment 6, CIQ Form – Conflict of Interest Questionnaire
15. "Certification of Signature Authority" and related documents shall indicate where this signature authority is derived from (owner, board of directors, etc.)

Tab 4 COVER LETTER

This letter should include the vendor's understanding of the intent of the program. The letter must be signed by a person who is authorized to commit the respondent to perform the work included in the proposal and should identify all materials and enclosures being forwarded in response to the RFP. This letter must include contact information and the Responsive Proposer's response to City's general conditions in Section 3 – Scope of Work and 6 – Terms and Conditions and the Responsive Proposer's willingness to abide by these conditions.

Tab 5 QUALIFICATIONS OF THE FIRM AND KEY MEMBERS

Provide a description of the firm's history and background, including a description of the firm's size, number of employees and number of years the firm has been in business.

Describe the firm's direct experience on at least three (3) projects of similar size, scope and complexity completed in the past five years. Provide the name, address and telephone number of persons who may be contacted as references. Proposer shall also include dates, locations, costs, and project managers for these previous projects. Proposer shall similarly discuss the qualifications of all other firms proposed to be utilized in the performance of the work if joint venture partners are proposed or if subcontractors are to be used for substantial portions of the work.

Provide a description of the firm's knowledge areas and relevant experience. Specifically, cite any experience or knowledge of the following:

- Public transportation planning and operations
- Implementing projects funded through Federal Transit Administration (FTA) funds
- Implementing demand responsive, flexible transportation systems, including overall project outcomes and lessons learned

- Implementing automated scheduling, dispatch, and reservation systems, including setting accuracy and performance criteria
- Marketing new service to an auto-centric market

Include an organizational chart of all key team members, including any sub-contractors and identify the role each member will have in the project. Provide abbreviated resumes for the project manager and all key team members, including a description of type and years of experience, qualifications and skills most relevant to this RFP. Include the percentage of time each team member will devote to the project, and whether they are a full time employee, contractor or subcontractor. Include at least one reference with name, address, telephone number and contact person for each team member.

Proposer shall submit a letter from the Proposer’s chief executive officer guaranteeing the key personnel named in the staffing plan will be assigned to the project unless their employment is terminated. If substitutes or “backup” personnel are planned on a contingency basis, such personnel shall also be reflected in the aforementioned staffing plan. Any changes in key personnel after the award of the contract must be approved by the City before the change is made.

Proposer should describe available resources and capability for undertaking and performing the work.

Tab 6 PROJECT TIMELINE

Provide a schedule for performing the tasks identified in the Scope of Work, Section III and based on the City’s desired service start date of November 13, 2017.

Tab 7 STATEMENT OF PROJECT UNDERSTANDING

Describe your firm’s understanding of the City’s existing conditions, challenges, and needs. Clearly state your understanding of the project needs, and any significant opportunities or constraints posed by the Pilot. Briefly discuss how your proposed approach aligns with the City’s stated goals and objectives. Acknowledge the requirement to meet all FTA rules and regulations as included Section 7.

Tab 8 PILOT PROJECT APPROACH

Describe your firm’s understanding of the project goals and provide a clear statement of the general approach to be undertaken on the project, including the level of effort required for the work proposed. Submittals should propose a comprehensive approach, describing a specific operational model, technology platform, service area, vehicle acquisition scheme, and marketing and performance monitoring plan.

If your proposal requires a modification or addition to the scope of service in the interest of innovation, please state this here and describe why your approach is innovative and varies from the scope of services.

The following questions/considerations shall be addressed in this section:

1. **Service Model Overview:** Include information on schedule and operations. Describe how the operational model would function from the perspective of the Operator, the City, and the User.
 - What is innovative about your proposed approach?
 - Why is your proposed approach the best fit for Arlington? Explain your reasoning for proposing the specific service model in your approach.
 - How many participants or people do you estimate will be reached by the project? Explain.

- Describe the user experience and process for a user requesting a ride. Can the platform support various booking modes?
 - Does your model provide door-to-door service or a guaranteed pick-up/drop-off within a certain distance or walkable timeframe? Explain.
 - Is your model based on flexible service, fixed stops or a mix of the two? Explain the benefit of this approach.
 - Describe how customer service is handled.
 - Provide an estimate of anticipated ridership at one month, six months and one year.
2. **Service Area and Operating Hours:** Describe and include a map showing the proposed service areas and stop locations, if applicable.
- What days and hours of operation does your approach propose?
 - How flexible are the proposed service/coverage areas?
 - Do you propose to integrate fixed stops? If so, how?
 - How will you determine if a service area needs to be revised?
3. **Fleet:** Describe type and quantity of vehicles required to serve the proposed Pilot coverage area(s)/location(s) to include the required destinations.
- Are the vehicles owned, leased or sub-contracted?
 - Is the proposed fleet all the same vehicle type or a mix? Why?
 - How many ADA accessible vehicles are proposed?
 - How old are the vehicles?
 - Are the vehicles able to be branded specifically for the City of Arlington?
 - Describe your ability to scale the number of vehicles up or down based on demand.
 - Describe your ability to significantly scale up for special events such as sporting events or concerts in Arlington's Entertainment District.
 - Describe the approach to fleet maintenance and storage.
4. **Technology Platform and Hardware Requirements:** Describe the features and functionality of the technology platform and hardware requirements.
- What technology platform will enable the On-Demand service component of the Pilot?
 - Is the technology capable of providing a fully automated scheduling, dispatching, and reservation system for a demand responsive service?
 - Describe if/how your platform handles fare collection. Would your system be able to integrate with third party fare collection systems? Describe the ability of the system to allow different fare structures (i.e., University students pay less).
 - Will data gathered from the Pilot be open and shareable with the City?
5. **Operator(s):** Describe who you propose would operate the Rideshare Service, both the system and the vehicles.
- Describe the role of the driver in determining route or who to pick up in your platform. Does the driver have the ability to decide if they will or will not pick up a rider?
 - Describe the background check process on drivers.
 - What information does the user see about the driver? Can a rider choose another driver?

6. **Performance Measures and Evaluation Plan:** Describe the procedures and methodologies that can be used to calculate and compile results during and after the project. Discuss details of reporting capabilities of technology platform or software, ease of use, list specific types of data that can be collected/shared with the City to improve transportation planning.
 - When/how often should the Pilot be assessed for performance?
 - Describe the data this platform collects and any reports that can be generated from it including standard reports (if applicable). Describe to what extent data collection and reporting can be customized to suit the agency's needs. Can this customization be performed by the agency?
 - Can the service be modified if the program/project if it is not performing intended? If so, how?
 - Confirm the following data needed to measure performance can be provided:
 - Ridership – total, by type of rider, by revenue hour
 - Travel times
 - Trip denial rate
 - Booking abandonment rates
 - Percentage of time headways are met
 - Revenue – total, by type of rider
 - Vehicle performance and reliability
 - Number and success of marketing events – audience reached
 - Calls for customer service
7. **Accessibility:** Discuss any limitations to your proposed Pilot service model.
 - How would the service accommodate mobility limited residents, such as seniors or physical impaired users?
 - How would the service accommodate unbanked users?
 - Can the service accommodate users without a Smartphone or data plan?
8. **Marketing and Promotions Plan:** Describe Proposer's approach to marketing and promoting the new rideshare service in Arlington.
 - Include examples of marketing strategies employed for other services.
 - How will branding will be used to market the service?
 - What specific promotional events are anticipated to market the service?
 - How do you measure the success of marketing efforts?
9. **System and User Training and Support:** Describe the program used to train drivers and dispatchers/schedulers. Describe how the City will be trained to use any dashboard/reporting tools.
 - Describe the technical support available if drivers need assistance while providing service.
 - Describe the technical support available if the City needs assistance using backend tools or creating reports.

Tab 9 WORK PLAN

The Proposer shall prepare a detailed Work Plan, describing each step in the overall review, analysis and completion of the Pilot Project in accordance with the Scope of Services in Section 3.5. In the interest of innovation, the Proposer is encouraged to modify the items included in the Scope of Services or include additional tasks that it feels should be included to develop a successful Rideshare Service, accompanied by an explanation for the modification or addition. Clearly indicate who will be responsible for specific tasks and services included in the Work Plan. This Work Plan shall contain the following elements, but will not be limited to:

- Work elements separated into tasks and phases

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- Identification of key staff by work activity
- Identification of schedule start and stop dates for each activity
- Expected deliverables/results
- Key milestones (i.e., Pilot deployment, Performance Monitoring)

Tab 10 DRUG AND ALCOHOL PROGRAM

U.S. Department of Transportation regulations require that any contractor that provides transportation services to a Federal Transit Administration (FTA) grant recipient (i.e., the City of Arlington) must establish and maintain a program for the prevention of prohibited drug use and alcohol misuse in transit operations. Proposer should provide a description of their drug and alcohol program including how it meets requirements listed in Section 3.7.

Tab 11 COST ESTIMATE AND FUNDING APPROACH

The City is interested in exploring new and different cost-effective approaches to completing this project. The final Scope of Services will be subject to negotiation. The Proposer's quoted price should reflect a turnkey approach as described in Section 3.2 and shall constitute full and complete compensation for the services and materials provided as outlined in Section 3.5, Scope of Services and in the Proposer's Work Plan. The City expects to receive all service revenue. The proposal shall clearly confirm this understanding and explain how revenue will be returned to the City.

The total proposal cost should not exceed \$750,000 for one year of service and \$750,000 for a one year renewal at the City's option. Contingent on funding availability, the service model and geographic extent of the Pilot may need to be scaled to match available resources.

Proposers should also include a brief description of suggested approaches to develop financial partnerships to help fund the service. This information may be based on past experience and/or new and innovative suggestions.

Tab 12 FINANCIAL DATA

Offeror shall submit the Firm's bank reference, including the name, address and phone number of a contact person, or a letter of reference from the bank where the Firm holds a corporate account. Offeror also shall submit the Firm's most recent financial statement covering the past three years of operation, or the most recent audited annual report. This audited report may be submitted in a separate sealed envelope, marked confidential.

Tab 13 OTHER INFORMATION

Since the preceding sections are to contain only the data that is specifically requested, any additional information that is considered essential to the proposal should be included in this section. If there is not additional information to present, state "There is no additional information we wish to present."

- ***Proposals that fail to meet the format guidelines may be considered non-responsive and disallowed from further consideration.***

SECTION 5 EVALUATION

5.0 Introduction

This section describes the evaluation process that will be used to determine which proposal provides the greatest benefits to the City. The evaluation criteria or elements listed will be used to determine which proposal is the most advantageous to the City. Discussions may be conducted with respondents determined to be reasonably qualified, and the City reserves the right to reject any and all proposals. The City reserves the right to terminate this process at any time, and no guarantee is expressed or implied that obligates the City of Arlington to contract for the proposed project. The City will negotiate a contract with the highest evaluated respondent, as determined by the selection committee. The City of Arlington shall not be liable to any respondent for costs associated with responding to the RFP, for the respondent's participation in the interview, or any costs associated with negotiations. Respondents shall be treated fairly and equally with respect to any opportunity for discussion and revision of their offer. To obtain the best and final value offers, revisions may be permitted after submissions and before award of the Contract.

The City will evaluate and score each of the proposal submittals received from responsive respondents based on established criteria. The Committee reserves the right to hear presentations if so desired. Only the top ranked respondents will proceed to the Negotiation Phase. No order of preference is required during this phase.

5.1 Evaluation Criteria

An evaluation committee will assess the information provided by vendors in response to the criteria established below. The scores of all evaluators will be used to determine the ranking of each proposal. **Proposals will be evaluated on a matrix of the following criteria/weights:**

Maximum Possible Points	Evaluation Criteria
30	Project Approach/Work Plan/Schedule – Proposal addresses full scope of services necessary to deploy the Pilot Rideshare Service, including technology, vehicles and drivers. Proposed Pilot aligns with stated City goals. To include approach, understanding, and organization of tasks, understanding of interrelationship of critical tasks, deliverables, clearly identifies who is proposed to complete each task (proposing firm, subcontractor). Adequacy and reasonableness of schedule and deadlines.
20	References/Past Performance/Team Qualifications – Proposal demonstrates successful past performance developing and implementing a similar project. Firm and team member qualifications will be considered. Previous experience with FTA funding will also be acknowledged.
10	Data Collection/Reporting – Proposal describes a plan for measuring Pilot performance, including indicators that are tied to project goals, such as ridership, origin/destination data, or other relevant metrics. Technology platform interface enables City to access all pilot related ridership and performance data and create standard and customizable reports with ease.
25	Agility of Pilot/Quality Control/Performance Monitoring – Coupled with tracking performance of the program to ensure success, proposal identifies plan to modify Pilot Rideshare Service if it is not performing as intended, to better serve demand, or resolve unanticipated issues. Contractor's internal controls, communications with City are adequate and timely, and provide assurance for complete delivery of services.

10	Project Cost and Partnership Suggestions – Total estimated Pilot Project cost and total cost divided by number of estimated riders. Project proposes innovative public/private partnership to assist with project funding.
5	Project Completeness and Quality - Completeness and quality of the proposal and adherence to the specifications as detailed in this RFP.

Short-Listing:

The Evaluation Committee at its sole discretion may create a short-list of the highest scored proposals based on the preliminary evaluation against the evaluation criteria. Only those short-listed Proposers would be invited to participate in interviews and/or presentations, demonstrations or product testing. Upon conclusion of any interviews and/or presentations, demonstrations or product testing, the Evaluation Committee will finalize the scoring against the evaluation criteria.

Oral Presentations:

Proposers who submit a PROPOSAL in response to this RFP may be required to give an oral presentation of their PROPOSAL to the City. This is a fact finding and explanation session only and does not include negotiation. The City will schedule the time and location of these presentations. Oral presentations are an option of the City and may or may not be conducted. If needed, in-person interviews will be held on September 15th.

Notwithstanding the possibility of a request for an on-site interview and demonstrations, Proposers shall not rely on the possibility of such a request and shall submit a complete and comprehensive written response to this solicitation. Any costs incurred for the interviews and the oral presentation are the responsibility of the Proposer.

5.2 Other Considerations

The City reserves the right to consider historical information and facts, whether gained from the proposal, references, or any other source, in the evaluation process, including Proposer's past working or business relationship with the City, if any.

The City will also consider the impact on the ability of the City to comply with rules, policies, and practices relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities. The City further reserves the right to consider a Firm's background, personnel, experience, financial and other references, exceptions to this RFP or subsequent contract, and any working relationships, past or present, a proposer may have with its other clients.

5.3 Non-Responsive Submittals

1. Proposals deemed non-responsive will not be evaluated or considered for award. The following proposals will not be evaluated:
 - (a) Proposals submitted unsigned.
 - (b) Proposals that do not conform to the minimum specifications stated in the scope of work.
 - (c) Proposals submitted without complete pricing.
 - (d) Proposals that contain altered or conditional cost information
 - (e) Proposals submitted by a Proposer who does not have valid certifications and/or licenses required by state, federal or local law or regulations to perform the service requested at the time of the submittal.
 - (f) Proposals that fail to contain the required bonds, security assurances or insurance certificates as specified in this RFP.

(g) Proposals not received by the designated due date, place and time.

2. Proposals may be deemed non-responsive at any time in the evaluation process if in the sole opinion of the City:
 - (a) Proposer does not meet the minimum required skill, experience or other conditions or terms set forth in this RFP.
 - (b) Proposal does not comply with the submission requirements including any specified page limits.
 - (c) Proposer does not have a past record of sound business integrity and a history of fulfilling contractual obligations.
 - (d) Proposer is not financially stable, solvent, or have cash reserves to meet all financial obligations while waiting reimbursement from the City.
 - (e) Proposal contains false, inaccurate, or misleading statements that in the opinion of the City, is intended to mislead the City in its evaluation of the proposal.

5.4 Responsive and Responsible Submittals

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

1. Responsive proposals are those complying in all material aspects of the solicitation, both as to the method and timeliness of submission and as to the substance of the resulting Contract. Proposals that do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive. The use of scoring or ranking cannot be used to evaluate non-responsive proposals. Only those proposals determined to be responsive will be evaluated and scored by members of an evaluation committee in accordance with the criteria set forth in this Section of the RFP.
2. Responsible proposers are those prospective Contractors who, at a minimum, must:
 - a. Have adequate financial resources, as required during performance of the Contract.
 - b. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
 - c. Have a satisfactory record of past performance.
 - d. Have necessary technical capability to perform.
 - e. Certify that they are not on the U.S. Comptroller General's list of ineligible Contractors.
 - f. Be qualified as a regular provider of the services being offered.
 - g. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

SECTION 6 CONTRACT TERMS AND CONDITIONS

6.0 Contract Terms and Conditions

The contract that the City expects to award as a result of this Request for Proposal will be based upon the offer submitted by the successful Vendor and this solicitation. The contract between the City and the successful Vendor shall be a combination of the specifications, terms and conditions of the Request for Proposal, including the terms contained within the RFP, the offer of the Vendor contained in the technical and cost proposals, written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by the City.

The contract terms contained within this RFP are not intended to be a complete listing of all contract terms but are provided only to enable vendors to better evaluate the costs associative with the RFO and the potential resulting contract. Vendors should plan on such terms being included in any contract awarded as a result of this RFP. All costs associated with complying with these requirements should be included in the revenue proposal quoted by the Vendor.

By submitting a proposal, each Vendor acknowledges its acceptance of these specifications, terms and conditions without change except as otherwise expressly stated in its proposal.

If a Vendor takes exception to a provision, it must state the reason for the exception and set forth in its proposal the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the RFP may be deemed non-responsive by the City, in its sole discretion, resulting in possible disqualification of the proposal. The City reserves the right to either award a contract without further negotiation with the successful Vendor or to negotiate contract terms with the selected Vendor if the best interests of the City would be served.

6.1 Contract Period

The term of the contract will be for one (1) year and will commence on the start of services. The City shall have the sole option to renew the contract upon the same terms and conditions for one (1) additional year. The City desires to begin the Rideshare Service on November 13, 2017.

This contract may be terminated, with just cause, in writing, with a sixty (60) day written notification. The City shall have the sole option to renew the contract upon the same terms and conditions for one (1) additional one-year renewal term.

6.2 Additional Cost Items Not In Contract

The City is unaware of any additional Contract terms that would add cost. Notwithstanding, should any Contract items arise that would cost additional monies, those costs shall be borne by the Vendor.

6.3 Scope of Services

- a. The services to be performed pursuant to and as a result of this Contract by the Vendor are described in Project Description/Scope Section 3 and made a part hereof by this reference.
- b. The Vendor shall prepare and deliver specifications to the City which will detail the design, technical and functional capabilities, and other attributes related to the project, all as more fully described in the Project Description/Scope section.

- c. **Amendments to Scope of Services and Specifications:** The parties agree that the Scope of Services and the specifications may be revised, replaced, amended or deleted at any time during the term of this Contract to reflect changes in service or performance standards upon the mutual written consent of the parties.

6.5 Vendor Warranties

The Vendor warrants that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.

The Vendor warrants that the deliverables under this Contract will operate in conformance with the terms and conditions of this Contract.

The Vendor warrants that it has full authority to enter into this Contract and that it has not granted and will not grant any right or interest to any person or entity, which might derogate, encumber, or interfere with the rights granted to the City.

The Vendor warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Vendor pursuant to this Contract are or will be fully satisfied by the Vendor so that the City will not have any obligations with respect thereto.

The Vendor expressly warrants to the standards in the industry all aspects of the goods and services provided by it or used by the Vendor and the City in performance of this Contract.

6.6 Care of Property

The Vendor shall be responsible for the proper custody and care of any the City of Arlington owned tangible personal property furnished for the Vendor's use in connection with the performance of the Contract, and the Vendor will reimburse the City for such property's loss or damage caused by the Vendor, normal wear and tear excepted.

6.8 INSURANCE REQUIREMENTS (IN THE MINIMUM OF)

The successful bidder shall submit evidence of required insurance on an original ACORD certificate or a Texas Department of Insurance-approved form at time of request. The bidder will have no longer than fifteen (15) calendar days following notification of award to submit the required Acord form. A current Acord form must be submitted upon policy changes, renewal, or upon request by the City. The City reserves the right to require or receive any additional documents necessary to confirm that the insurance requirements are being met, including but not limited to, policies and endorsements.

A certificate of insurance is not required at the time of the bid. However, an insurance certificate is required to be on file prior to start of any work.

1. **Commercial General Liability:** \$1,000,000.00 per occurrence, \$1,000,000.00 products/completed operations and \$2,000,000.00 general aggregate for bodily injury, personal injury and property damage. This policy shall have no coverages removed by endorsement.

2. **Automobile Liability:** \$1,000,000.00 combined single limit per accident for bodily injury and property damage. Coverage should be provided for any auto, including hired and non-owned vehicles.
3. **Workers' Compensation and Employers' Liability:** Statutory. Employers' Liability policy limits of \$1,000,000.00 for each accident, \$1,000,000.00 policy limit – disease, \$1,000,000.00 each employee - disease.
4. **Umbrella or Excess Liability:** \$2,000,000.00 per occurrence and aggregate.
5. **Professional Liability Insurance:** Contractor shall obtain and maintain at all times during the performance of the work under this Agreement professional liability insurance. Limits of liability shall be \$1,000,000.00 per claim, \$2,000,000.00 aggregate. Contractor shall maintain this policy for a period of two (2) years after the completion of the project or shall purchase extended reporting period or "tail" coverage insurance.
6. **Cyber Risk Liability (Network Security/Privacy Liability or Technology Liability)** Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

\$1,000,000.00 per occurrence or claim

\$2,000,000.00 aggregate

Coverage may be written as a stand-alone policy, or included as part of the General Liability policy. If Cyber Risk is included on the General Liability policy, the minimum policy limits required are \$2,000,000 per occurrence or claim and \$4,000,000 aggregate. If coverage is written on a claims made basis, the contractor must maintain this policy for a period of two (2) years after completion of services, or shall purchase an extended reporting period or "tail" coverage providing equivalent coverage for the same period of time.

Other Insurance Provisions

1. *The City, its officials, employees and volunteers shall be named as an additional insured on the Commercial General Liability, Automobile Liability and Umbrella Liability insurance policies. These insurance policies shall contain the appropriate additional insured endorsement to cover premises/operations and products/completed operations, including materials, equipment or supplies provided by the City.*
2. *All policies except professional liability shall be endorsed with a waiver of subrogation in favor of the City, including its officials, employees and volunteers for losses arising from the activities under this contract.*
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, or materially changed, except after thirty (30) days prior written notice has been provided to the City. If the policy is cancelled for non-payment of premium, only ten (10) days notice is required.
4. Insurance is to be placed with insurers with an A.M. Best rating of no less than A:VII. The company must also be duly authorized to transact business in the State of Texas.
5. Certificates of Insurance and Endorsements affecting coverage required by this clause shall be forwarded to:

Financial Services/Purchasing Division
Mail Stop 63-0810

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6. Subcontractors and Independent Contractors

- a. **Certificate of coverage** ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (DWC-81, DWC-82, DWC-83 or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - b. **Duration of the project** - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
 - c. **Persons providing services on the project** - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.
 - d. Every contractor, subcontractor and independent contractor providing services under this agreement or otherwise performing on the project must comply with the minimum insurance requirements stated herein.
 - e. The contractor must obtain a certificate of coverage from each subcontractor and/or independent contractor prior to beginning work on the contract.
 - f. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, obtain a new certificate of coverage showing that coverage has been extended.
 - g. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees, subcontractors and independent contractors who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation.
All required notices shall be posted on each project site in the text, form and manner prescribed by the Texas Department of Insurance Division of Workers' Compensation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
 - h. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the City to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.
7. Any of the insurance policies required by the city may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.
8. Companies issuing the insurance policies and contractor shall have no recourse against CITY for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of contractor.

9. Approval, disapproval or failure to act by CITY regarding any insurance supplied by contractor (or any subcontractors) shall not relieve contractor of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate contractor from liability.
10. Liability policies required herein may be written with either an "occurrence" or "claims made" coverage trigger. If coverage is written on a "claims made" basis, contractor must maintain the policy for a period of two (2) years after completion of services, or shall purchase an extended reporting period or "tail" coverage providing equivalent coverage for the same period of time.

6.9. City of Arlington Bid and Proposal Protest Procedures

1. Any actual bidder or proposer who believes they are aggrieved as a result of a bid or proposal from the City of Arlington may file a protest. Only written protests may be considered. The protest may not be in regards to specific evaluation criteria or weights.
2. The protest must be in writing and delivered to the Purchasing Manager of the City of Arlington. The protest may be delivered in person to the department offices located at **101 S. Mesquite St, Ste 800, Arlington, Texas**, or by certified mail, return receipt requested, to the following address:

City of Arlington Financial Services/Purchasing Division
P.O. Box 90231
Mail Stop 63-0810
Arlington, Texas 76004-3231
3. The Purchasing Division must receive the written protest **within five (5) business days** posting of the City staff's award recommendation being submitted to the City Council for approval.
4. The written protest must include the following information before it may be considered by the city:
 - (a) name, mailing address, and business phone number of the protesting party;
 - (b) identification of the bid or proposal being protested;
 - (c) a precise and concise statement of the reason or reasons for the protest which should provide enough factual information to enable the city to determine the basis of the protest; and
 - (d) *Citation detailing the exact statute of law that is believed to have been violated;*
 - (e) any documentation or other evidence supporting the protest.
5. All applicable documentation and other information applying to the protest must be submitted to the Purchasing Manager at the time of protest.
6. The Purchasing Division, in conjunction with the department responsible for the bid or proposal solicitation, will attempt to resolve the protest, including, at the Purchasing Manager's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided to the City Manager or designee.
7. If the Purchasing Division is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the City Manager or designee.
8. A request for the City Manager's review must be in writing and received by the Purchasing Division **within three (3) business days** from the date the Purchasing Division notifies the protesting party that the protest cannot be resolved. The request for City Manager review must be delivered in person to the Purchasing Division at the address stated above or by certified mail, return receipt requested, to the mailing address stated above.
9. If a protesting party fails or refuses to request a review by the City Manager within the three (3) days, the protest is deemed finalized and no further review by the city is required.
10. ***The protesting party may file a protest with FTA provided that the proposal complies fully with the requirements of FTA Circular 4220.1F.***

6.10 CITY OF ARLINGTON STANDARD TERMS AND CONDITIONS

- 1. APPLICABLE LAW/VENUE** - This Contract is entered into subject to the Charter and ordinances of the City of Arlington, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. The parties to this contract agree and covenant that for all purposes, including performance and execution that this contract/agreement will be enforceable in Arlington, Texas; and that if legal action is necessary to enforce this contract, exclusive venue will lie in Tarrant County, Texas.
- 2. INDEPENDENT CONTRACTOR** - Contractor shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of City. Contractor shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.
- 3. ASSIGNMENT** - The Contractor shall not sell, assign, transfer or convey any interest in this contract in whole or in part without the prior written consent of the City of Arlington. No assignment, transfer or conveyance under this contract will be effective without the prior written consent of the City.
- 4. CONFLICT OF INTEREST** – The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City or in compliance with the provisions of the City of Arlington Personnel Policies and Procedures Manual. Any violation of this provision shall render this contract voidable at the discretion of the City.
- 5. SEVERABILITY** - In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this contract, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 6. MODIFICATIONS** - This contract can be modified only by written agreement of the parties.
- 7. REMEDIES** - No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to this contract.
- 8. PAYMENT TERMS** - All payment terms shall be Net 30, and payments shall be made on approved invoices in accordance with the Texas Prompt Payment Act.
- 9. TAXES** - The City of Arlington is exempt from Federal Excise and State Sales taxes. Taxes must not be included in bid pricing. Tax exemption certificates will be prepared and executed by the City's Purchasing Division and furnished upon request.
- 10. FUNDING** – Contractor recognizes that the continuation of any contract after the close of any given fiscal year of the City of Arlington, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City of Arlington providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will actually be adopted as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void.
- 11. F.O.B. DELIVERED AND DAMAGES** - Prices bid and quoted shall always be Freight On Board (F.O.B.) Delivered, to Municipal Facility, Arlington, Texas, and shall include all freight, delivery and packaging costs. The City of Arlington assumes no liability for goods damaged while in transit and or delivered in a damaged or unacceptable condition. The Contractor shall be responsible for and handle all claims with carriers, and in case of damaged goods shall ship replacement goods immediately upon notification by the City of damage.

12. CONTRACTOR TO PACKAGE GOODS - Contractor will package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Contractor's name and address; (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of container, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Contractor shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing list.

13. PLACE OF DELIVERY - The place of delivery shall be set forth in the block of the purchase order or purchase change order entitled "Ship to."

14. TITLE AND RISK OF LOSS - The title and risk of loss of goods shall not pass to the City of Arlington until the City actually receives and takes possession of the goods at the point(s) of delivery, after inspection and acceptance of goods.

15. FORCE MAJEURE - Contractor shall not be liable for delay in delivery or performance when such delay is due to factors beyond its control, including but not limited to, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Contractor is unable to perform any of its obligations as a result of force majeure, Contractor shall immediately give written notice to the Purchasing Division of the date of inception of the force majeure condition and the extent to which it will affect performance.

16. RIGHT OF INSPECTION - City shall have the right to inspect the goods upon delivery before accepting them. Contractor shall be responsible for all charges for the return to Contractor of any goods rejected as being nonconforming under the specifications.

17. RIGHT TO AUDIT - Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the City shall have access, during normal working hours, to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits.

18. PRICE WARRANTY - The price to be paid by the City shall be that contained in Contractor's bid, which Contractor warrants to be no higher than Contractor's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items shall be reduced to Contractor's current prices on orders by others, or in the alternative upon City's option, City shall have the right to cancel this contract without liability to Contractor for breach or for Contractor's actual expense.

19. WARRANTY SERVICE CLAUSE - Under the terms of the warranties which arise from these contract documents and/or by the terms of any applicable special warranties required by the contract documents, if any of the work in accordance with this contract is found to not be in accordance with the requirements of the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the City of Arlington or the architect, engineer or other entity as the contract documents may provide. This obligation shall survive acceptance of the work under the contract and termination of the contract. In order to facilitate a prompt response, Contractor agrees to provide for warranty service to the extent practical, from local businesses, including goods and services, when such goods and services are comparable in availability, quality and price. If Contractor fails within a reasonable time after written notice to correct defective work or to remove and replace rejected work, or if Contractor fails to perform the work in accordance with the contract documents, or if Contractor fails to comply with any provision in the contract document, either the City of Arlington or its designee may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency.

20. SAFETY WARRANTY - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970, as amended. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at Seller's expense. In the event Seller fails to make appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense. Where no correction is or can be made, Seller shall refund all monies received for

such goods within thirty (30) days after request is made by Buyer in writing and received by Seller. Notice is considered to have been received upon hand delivery, or otherwise in accordance with **Section 5** of these terms and conditions. Failure to make such refund shall constitute breach and cause this contract to terminate immediately.

21. SOFTWARE LICENSE TO SELLER – If this purchase is for the license of software products and/or services, and unless otherwise agreed, Seller hereby grants to Buyer, a perpetual, irrevocable, nonexclusive, nontransferable, royalty free license to use the software. This software is “proprietary” to Seller, and is licensed and provided to the Buyer for its sole use for purposes under this Agreement and any attached work orders or invoices. The City may not use or share this software without permission of the Seller; however Buyer may make copies of the software expressly for backup purposes.

22. WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY - Seller warrants that the goods or services do not infringe upon or violate any United States patent, copyright, or trade secret. Seller will defend at its expense any action against Buyer or Buyer as licensee to the extent that it is based on a claim that goods used or services provided used within the scope of the license hereunder infringe upon a United States patent, copyright or trade secret, and Seller will pay any and all costs and damages finally awarded against Buyer or Buyer as licensee in such actions which is attributable to such claim. Should the products or services become, or in Seller's opinion be likely to become, the subject of any claim of infringement, Seller shall either: (a) procure for Buyer the right to continue to use the goods or services; or (b) modify the goods or services to make them non-infringing, provided that such modification does not materially adversely affect Buyer's authorized use; or (c) replace the goods or services with equally suitable, compatible, and functionally equivalent non-infringing goods or services at no additional cost to the Buyer; or (d) if none of the foregoing alternatives is reasonably available to Seller, terminate this agreement and refund to Buyer the payments actually made to Seller under this agreement.

23. OWNERSHIP OF WORK PRODUCT – Seller agrees that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals that were developed, prepared, conceived, made or suggested by the Seller for the City pursuant to a Work Order, including all such developments as are originated or conceived during the term of the Contract and that are completed or reduced to writing thereafter (the “Work Product”) and Seller acknowledges that such Work Product may be considered “work(s) made for hire” and will be and remain the exclusive property of the City. To the extent that the Work Product, under applicable law, may not be considered work(s) made for hire, Seller hereby agrees that this Agreement effectively transfers, grants, conveys, and assigns exclusively to Buyer, all rights, title and ownership interests, including copyright, which Seller may have in any Work Product or any tangible media embodying such Work Product, without the necessity of any further consideration, and Buyer shall be entitled to obtain and hold in its own name, all Intellectual Property rights in and to the Work Product. Seller for itself and on behalf of its contractors hereby waives any property interest in such Work Product.

24. NEW MATERIALS - Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended.

25. RECYCLE MATERIALS Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the Purchasing Manager immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The City of Arlington supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs,

warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product bid as an alternate.

26. USE OF ARLINGTON, TEXAS LANDFILL - All contracts for contractors performing demolition and/or construction projects for Arlington, Texas shall contain a provision requiring that all debris, trash and rubble from the project be transported to and disposed of at the Arlington Landfill in accordance with local and state regulations. The contractor shall provide evidence of proper disposal through manifests, which shall include the types of material disposed of, the name and location of the disposal facility, date of disposal and all related fees.

27. HEALTH, SAFETY, AND ENVIRONMENTAL REQUIREMENTS Services, products, materials, and supplies provided by the Seller must meet or exceed all applicable health, safety, and the environmental laws, requirements, and standards. In addition, Seller agrees to obtain and pay, at its own expense, for all licenses, permits, certificates, and inspections necessary to provide the products or to perform the services hereunder. Seller shall indemnify Buyer from any penalties or liabilities due to violations of this provision. Buyer shall have the right to immediately terminate this Agreement for violations of this provision by Seller.

28. SAMPLES - Samples, if required, shall be furnished free of expense to the City and if not used or destroyed in examination and testing will be returned to the bidder, if requested, at the bidder's expense. Each sample must be marked with bidder's name, address, and bid number reference. SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.

29. SILENCE OF SPECIFICATION - The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

30. INDEMNIFICATION –Contractor does hereby agree to waive all claims, release, indemnify and both hold harmless the City, its officials, agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action, including all expenses of litigation and/or settlement, court costs and attorney fees, which may arise by reason of death or injury to persons or loss of, damage to, or loss of use of any property occasioned by any error, omission, or negligent act of the Contractor, its officers, agents, employees, subcontractors, invitees, or other persons for whom the Contractor is legally liable, arising out of or in connection with the performance of this contract, and Contractor will at its own cost and expense defend and protect the City against any and all such claims and demands.

Provided that this contract is not a contract for professional services as described in the Texas Professional Services Procurement Act, Contractor does further hereby agree to waive all claims, release, indemnify, defend and hold harmless the City and all of its officials, officers, agents and employees from and against any and all claims, losses, damages, suits, demands or causes of action, and liability of every kind including all expenses of litigation and/or settlement, court costs and attorney fees for injury or death of any person or for loss of, damages to, or loss of use of any property, arising out of or in connection with the performance of this contract. Such indemnity shall apply whether the claims, losses, damages, suits, demands or causes of actions arise in whole or in part from the negligence of the City, its officers, officials, agents or employees. It is the express intention of the parties hereto that the indemnity provided for in this paragraph is indemnity by the Contractor to indemnify and protect the City from the consequences of City's own negligence whether that negligence is a sole or concurring cause of the injury, death or damage.

31. NON-DISCRIMINATION - Contractor shall not discriminate against any employee or applicant for employment of Contractor or of the City of Arlington because of race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. Contractor shall take action to ensure that all persons are employed and/or treated without regard to their race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. This action shall include, but not be limited to the following: employment, promotion, demotion, transfer, working conditions, recruitment, layoff, termination, rates of pay or other forms of compensation, and training opportunities.

32. IMMIGRATION NATIONALITY ACT – The City of Arlington actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Seller shall verify the identity and employment eligibility of all employees who perform work under this Agreement. Seller shall complete the Employment Eligibility Verification Form (I-9), maintain photocopies of all supporting employment eligibility and identity documentation for all employees, and upon request, provide Seller with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Seller shall establish appropriate procedures and controls so that no services will be performed by any worker who is not legally eligible to perform such services. Seller shall provide Buyer with a certification letter that it has complied with the verification requirements required by this Agreement. Seller shall indemnify Buyer from any penalties or liabilities due to violations of this provision. Buyer shall have the right to immediately terminate this Agreement for violations of this provision by Seller.

33. DISABILITY - In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Contractor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its subcontractors. **Contractor warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold City harmless against any claims or allegations asserted by third parties or subcontractors against City arising out of Contractor's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.**

34. TERMINATION FOR DEFAULT - The City of Arlington reserves the right to terminate the contract without prior notice in the event the Contractor defaults or breaches any of the terms and conditions of this contract, or otherwise fails to perform in accordance with the bid specifications. In the event of termination the City reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the bid to the next lowest responsible bidder. Any such act by the City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy, the cost to City of the performance of the balance of the work or services is in excess of that part of the contract sum, which has not therefore been paid to the Contractor hereunder, Contractor shall be liable for and shall reimburse the City for such excess. Bidders shall for this purpose, keep their bids open and prices fixed for a period of 90 days following the award of this bid.

35. TERMINATION WITHOUT CAUSE - The City shall have the right to terminate the contract, in whole or in part, without cause any time upon sixty (60) days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

36. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT. 252, 42 U.S.C. 2000D TO 2000D-4: The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

37. COMPLIANCE WITH FEDERAL REGULATIONS: All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Section 80.36(l). The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the City, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the City's Purchasing Manager, in writing. Vendors will also be required to provide access to records, which are directly

pertinent to the contract and retain all required records for three years after the City makes final payment. For all contracts involving Federal funds in excess of \$10,000, the City reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

38. NO THIRD-PARTY BENEFICIARY – For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Contractor or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Contractor.

39. THE AGREEMENT - In the absence of an otherwise negotiated contract, or unless stated otherwise, the Agreement between Buyer and Seller shall consist of these Standard Terms and Conditions together with any applicable bid documents published by the Buyer and Seller's Response to such bid (the "contract documents"). This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance of or acquiescence in a course of performance under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this Agreement, the definition contained in the UCC shall control. In the event of a conflict between the contract documents, the order of precedence shall be these Standard Terms and Conditions, the Buyer's published bid documents and the Seller's response. If Buyer and Seller have otherwise negotiated a contract, this Agreement shall not apply.

40. HEADINGS – The headings of this contract are for convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

Revised July 28, 2016

SECTION 7 FEDERAL TRANSPORTATION AGENCY CLAUSES

FTA Clauses Incorporated By Reference

This agreement incorporates by reference the following Federal Transit Administration required clauses with the same force and effect as if set forth in full in the main text of the agreement. It is understood and agreed that the Contractor is obligated by and to the City of Arlington's Community Development and Planning Department (hereinafter referred to as the CITY) for any specifications or documentation required of the City under these clauses.

Fly America Requirements

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 sub-recipients 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 their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The 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 transportation.

Buy America Requirements: RESERVED

(Applies to construction contracts, and acquisition of goods or rolling stock, valued at more than \$100,000). The Contractor agrees to comply with 49 U.S.C. 5323U) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323U)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. A bidder or offeror must submit to CITYCITY the appropriate Buy America certification with all bids on FTA funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification may be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

School and Charter Bus Requirements: (Applies to operational service contracts).

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

School Bus Operations: Contractor agrees to comply with 49 U.S.C. 5323(f) and 49 CFR Part 605, which provides that recipients and sub-recipients of FTA assistance (including Contractor) may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When and if operating exclusive school bus service under an allowable exemption, Contractor may not use federally funded equipment, vehicles, or facilities.

Energy Conservation Requirements

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 (42 U.S.C. 6321).

Clean Water Requirements:

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser (CITYCITY) and understands and agrees that CITYCITY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Lobbying:

Contractor shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to CITYCITY.

Access to Records and Reports:

Contractor agrees to provide CITYCITY, the FTA Administrator and DOT officials, 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 CFR 633.17 to provide the FT A 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. 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. 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 CITYCITY, 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).

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 Agreement between CITYCITY and FT A, 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.

Clean Air

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 *et seq.* The Contractor agrees to report each violation to CITYCITY and understands and agrees that CITYCITY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Recycled Products:

(Applies to all contracts for items designated by the EPA, when procurement is made of \$10,000 or more of one of these items during a fiscal year, using Federal funds). 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 regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Davis-Bacon and Copeland Anti-Kickback Acts: RESERVED.

Contract Work Hours and Safety Standards Act:

(Applies to construction contracts over \$2,000 and turnkey, rolling stock and operational contracts - excluding contracts for transportation services - over \$2,500).

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.

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 and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

Withholding for Unpaid Wages and Liquidated Damages: CITYCITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any 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 as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the 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 the clauses set forth in paragraphs (1) through (4) of this section.

No Obligation by the Federal Government to Third Parties:

(1) CITYCITY 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 (CITYCITY), 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.

Program Fraud and False or Fraudulent Statements and 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 CFR 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.

Termination

(1) Termination for Convenience

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

(2) Termination for Default

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 CITY 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.

(3) Opportunity to Cure

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The CITY in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the Contractor fails to remedy to the CITY Satisfaction, the breach or default or any terms, covenants, or conditions of the Contract within (10) days after receipt by Contractor or written notice from the CITY setting forth the nature of said breach, the CITY shall have the right to terminate the Contract without any further obligation to the Vendor. Any such termination for default shall not in any way operate to preclude the CITY from pursuing all available remedies against the Contractor and its sureties for said breach or default.

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 CITY. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to CITY, 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.

Privacy Act:

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

General: The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

Subcontracts: The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements:

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 and any subcontractor 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 and any subcontractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FT A may issue including, but not limited to, 49 CFR Part 26 and Circular C4704.1A, Equal Employment Opportunity Program Guidelines for Grant Recipients.

Equal Employment Opportunity: During the performance of this Contract, the Contractor and any subcontractor agrees as follows:

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 U.S.C. 5332, the Contractor and any subcontractor 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 etq 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 and any subcontractor 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, or sex,. 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.

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 and any subcontractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor and any subcontractor agree to comply with any implementing requirements FT A may issue.

Disabilities: In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the Contractor and any subcontractor 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 and any subcontractor agree to comply with any implementing requirements FTA may issue.

Inclusion of Subcontracts: The Contractor and any subcontractor 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.

Non-Compliance: Failure by the Contractor or any subcontractor to comply with any of the provisions of 7.24 Civil Rights Requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

Transportation Contractors: Transportation Contractors who meet the threshold requirements as noted in FTA Circular 4704.1A Chapter 1, Section 1.4 (Applicability) must implement EEO Program elements as stated and identified in Chapter 2 of the Circular. Contractors meeting said threshold requirements must prepare and submit required EEO Program elements after award but prior to Notice to Proceed.

The Contractor and subcontractors must have a discrimination complaint procedure as per FTA Circular 4704.1A, Chapter 2.2.7. Monitoring and Reporting

CITY's EEO Officer will conduct semi-annual EEO Compliance Reviews as identified in FTA Circular 4 704.1 A,.

Breaches and Dispute Resolution

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CITY's Division Transit Manager. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Division Transit Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Division Transit Manager shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by CITY, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the CITY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the CITY is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the CITY, Engineer, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Transit Employee Protective Agreements:

(Applies to contracts where transit operations are performed by employees of a contractor recognized by FTA to be a transit operator). The Contractor agrees to comply with applicable transit employee protective requirements as follows:

General Transit Employee Protective Requirements: To the extent that CITY or FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on this Contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to CITY's project from which Federal assistance is provided to support work on this Contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection, however, do not apply to any contract financed with Federal assistance provided by FT A either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. 531 O(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. 5311. Alternate provisions for those projects are set forth in the two subsections entitled "Transit Employee Protective Requirements" of this clause, immediately below.

Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. 5310(a)(2) for Elderly Individuals and Individuals with Disabilities: If this Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. 531 O(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. 5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FT A, the date of which is set forth FT A Grant Agreement or Cooperative Agreement with CITY The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. 5311 in Non-urbanized

Areas: If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

Subcontracts: The Contractor also agrees to include these requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

Disadvantaged Business Enterprise (DBE) Enterprises:

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 overall goal for DBE participation is 10%.

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 CITY deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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 CITY. In addition, the contractor may not hold retainage from its subcontractors. It is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed. It is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the CITY and contractor's receipt of the partial retainage payment related to the subcontractor's work.

The contractor must promptly notify CITY 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 CITY.

National ITS Architecture Compliance: RESERVED

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 FT A Circular 4220.1 F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FT A 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 CITY requests which would cause CITY to be in violation of the FTA terms and conditions.

Drug and Alcohol Testing:

FTA's drug and alcohol rules, 49 CFR Part 655, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually sub-recipients and/or contractors) implement a complex drug and alcohol testing program that complies with Part 655. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its sub-recipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the

contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its sub-recipients and contractors comply with the rules.

Therefore, FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

Option 1 - The contractor agrees to *participate in CITY's drug and alcohol program established in compliance with 49 CFR Part 655.*

Option 2 - The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State of Texas, or the CITY to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The contractor agrees further to certify annually its compliance with Part 655 before January 31 and to submit the Management Information System (MIS) reports before March 15) to CITY's Project Manager To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Option 3 - The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of CITY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The contractor agrees further to certify annually its compliance with Part 655 before January 31 and to submit the Management Information System (MIS) reports before March 15 to CITY Project Manager To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

The Contractor agrees further to [Select a, b, or c]

(a) Submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR

(b) Adopt (insert title of the Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFRPart 655; OR

(c) Submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

Additional Environmental and Resource Conservation Requirements:

Environmental Protection: Contractor agrees to comply with the requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S. C. 4321 *et seq.*; Section 14 of the Federal Transit Act, as amended, 49 U.S. C. app. 161 O; the Council on Environmental Quality regulations, 40 CFR Part 1500 *et seq.*; and the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," at 23 CFR Part 771 and 49 CFR Part 622.

Air Pollution: The Contractor agrees to comply with the joint FHWA/FTA regulations, "Air Quality Conformity and Priority Procedures for Use in Federal-Aid Highway and 49 CFR Part 623. The Contractor assures that any facilities or equipment acquired, constructed, or improved as part of the Project are or will be designed and equipped to limit air pollution as provided in accordance with the following EPA regulations: "Control of Air Pollution from Motor Vehicles and Motor Vehicles Engines," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicles Engines: Certification and Test Procedures," 40 CFR Part 86; and "Fuel Economy of Motor

Vehicles," 40 CFR Part 600; in accordance with applicable Federally-approved State Implementation Plan(s) (in particular, the Transportation Control Measures); and in accordance with applicable Federal regulations, directives and other standards.

Historic Preservation: The Contractor agrees to assist the Government to comply with Section 106 of the National Historic Preservation Act, 16 U.S.C. 470f, involving historic and archaeological preservation by: (a) Consulting the State Historic Preservation Officer on the conduct of investigations, in accordance with Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 CFR Part 800, to identify properties and resources listed in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, and notifying CITY and the Government (FTA) of the existence of any such properties; and (b) Complying with all Federal requirements to avoid or mitigate adverse effects upon such properties

Mitigation of Adverse Environmental Effects: Should the performance under this Contract cause adverse environmental effects, the Contractor agrees to take all reasonable steps to minimize such effects pursuant to 49 U.S.C. app. 1610, all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622. The Contractor agrees to undertake all environmental mitigation measures that may be identified as commitments in applicable environmental documents (such as environmental assessments, environmental impact statements, memoranda of agreements, and statements required by 49 U.S.C. 303) and with any conditions imposed by the Government as part of a finding of no significant impact or a record of decision; all such mitigation measures are incorporated in and made part of this Contract by reference.

Access Requirements for Individuals with Disabilities:

The Recipient 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 Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; 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; 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 Recipient agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal implementing 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 those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. To the extent applicable, the Recipient agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

i. Access to Services for Persons with Limited English Proficiency. The Recipient agrees to facilitate compliance with the policies of Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” 42 U.S.C. § 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.

j. Environmental Justice. The Recipient agrees to facilitate compliance with the policies of Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” 42 U.S.C. § 4321 note; and DOT Order 5620.3, “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 *Fed. Reg.* 18377 *et seq.*, April 15, 1997, except to the extent that the Federal Government determines otherwise in writing.

k. Other Nondiscrimination Laws. The Recipient agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable Federal directives prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

ATTACHMENT 1 PROPOSING FIRM'S QUESTIONNAIRE
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1. Proposing Firm Corporate Name
2. Type of organization (corporation, joint venture, partnership, individual).
3. History – Year established.
4. State the length of time you have been in that business under your present name.
5. Size in terms of annual revenue, number of employees and number of clients.
6. Describe the nature of your current business, business philosophy regarding operations and client relationships.
7. A brief description of the company, other lines of business that the company is directly or indirectly affiliated with, and a list of related companies.
8. Have you ever failed to complete any contract awarded to you? If so, where and why?
9. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract? If so, state name of individual, other organization, and the reason.
10. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name? If so, state name of individual, other organization, and the reason.
11. Information on the circumstances and status of any disciplinary action taken or pending against the firm, or its officers, during the past three (3) years with any regulatory bodies or professional organizations.
12. With what individuals or entities has the supervising principal been associated with, as partner or otherwise, during the last seven (7) years? Attach additional sheets as necessary.
13. List any bankruptcy proceedings in the last seven (7) years recorded by Proposing firm, Parent Corporation, or any affiliate or related company.
14. The firm shall also disclose any anticipated mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal.
15. Will subcontractors be used if you are selected to provide services to the City?
 - a. If yes, provide name, address and telephone number of all subcontractors to be used.
 - b. If yes, will you provide full and complete disclosure of all compensation to be paid to subcontractor?
16. Customer Service:
 - a. How will your services meet the needs of the Department's customers and/or the public?
 - b. In the event of a routine problem, who is to be contacted within your organization?
 - c. In the event of the identification of a problem by the Department, describe how you will address such problems and the timeframe for addressing them.

Signature

Name and Title

Company Name

<p style="text-align: center;">ATTACHMENT 2 CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST</p>

By submitting a proposal in response to the City of Arlington's **Request for Proposal 17-0132** the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the City who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee.
2. The proposal has been developed independently, without consultation, communication or agreement with any other Vendor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other Vendor.
4. No attempt has been made or will be made by the undersigned to induce any other Vendor to submit or not to submit a proposal for the purpose restricting competition.
5. No relationship exists or will exist during the contract period between the undersigned and the City that interferes with fair competition or as a conflict of interest.
6. The respondent's proposal is based solely on its own understanding of the requirements of the RFP based on the written contents of the RFP, and any written addenda and written clarifications provided to vendors during the procurement process by the purchasing agent.
7. The respondent acknowledges and agrees that the City is not bound by any oral or written representations, statements, promises, agreements (formal or informal), or understandings (collectively Statements) which were made at any time prior to or during the procurement process by an elected official, officer, appointed official, employee, agent, representative or consultant which are NOT expressly incorporated into the RFP or included by written addenda or written clarifications during the procurement process and issued by the purchasing agent.
8. **The respondent** shall guarantee in writing the availability of the services offered and that all proposal terms, including cost, will remain firm a minimum of **180** days following the deadline for submitting proposals.

Signature

Name and Title

Company Name

Date

**ATTACHMENT 3
REFERENCES**

Work by Vendor and Staff assigned to this project which best illustrates current qualifications relevant to the City's project that has been/is being accomplished by personnel that shall be assigned to the City's project. List no more than ten (10) projects.

a. <u>Project Name & Location</u>		c. <u>Project Owners Name & Address</u>
b. <u>Completion Date (Actual or Estimated)</u>		
d. Estimated Cost \$ _____		e. <u>Project Owner's Contact Person, Title, & Telephone Number</u> Email _____
Entire Project Final Cost \$	Work for Which Firm Was/Is Responsible %	
f. <u>Scope of Entire Project</u> (Please give quantitative indications wherever possible)		
g. <u>Nature of Firm's Responsibility in Project</u> (Please give quantitative indications wherever possible)		
h. <u>Firm's Personnel (Name/Project Role) That Worked on the Stated Project That Shall Be Assigned to the City's Project</u>		

ATTACHMENT 4 CERTIFICATION OF RESTRICTIONS ON LOBBYING

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

1. No Federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress 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 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance is 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, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Authorized Person

Name and Title

Company Name

Address

Type of Entity

ATTACHMENT 5 AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the bidder (if the bidder is an individual), a member of the bidding partnership (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if bidder is a corporation);
2. That the attached bid has been arrived at by the bidder independently, and has been submitted without collusion with, and without agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, services described in the Invitation for Bids, designed to limit independent bidding or competition.
3. That the contents of the bid have not been communicated by the bidder or its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid; and
4. That I have fully informed myself regarding the accuracy of the statements made on this affidavit.

Signature of Authorized Person

Name and Title

Company Name

Address

Type of Entity

ATTACHMENT 6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. By signing and submitting this bid or proposal, the Bidder is providing the signed certification set out below.
2. The certification referred to in this paragraph clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Handitran may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to Handitran if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "*covered transaction*," "*debarred*," "*suspended*," "*ineligible*," "*lower tier covered participant*," "*persons*," "*lower tier covered transaction*," "*principal*," "*proposal*," and "*voluntarily excluded*," as used in this paragraph, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 49 CFR Part 29. You may contact Handitran for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Handitran
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under subparagraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, Handitran may pursue available remedies including suspension and/or debarment.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this offer, that neither it nor its "principals," [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

When the prospective lower tier participant is unable to certify to the statements in this certification, prospective lower tier participant shall attach an explanation to this proposal.

Signature of Authorized Person

Name and Title

Company Name

DATA INTAKE FORM

**FOR MINORITY AND/OR WOMAN OWNED
BUSINESS ENTERPRISES**

(To be completed only if applicable)

Minority and/or Woman Owned Business Enterprises are encouraged to participate in Arlington's procurement process. In order to be identified as a Qualified Minority and/or Woman Owned Business Enterprise in the City of Arlington, Texas, this form, along with a copy of your certification, must be returned to the City of Arlington Purchasing Division. You should return these documents with this response, unless you have previously submitted this information within the past 36 months.

INDICATE ALL THAT APPLY: ☐ *Minority Owned Business Enterprise* ☐ *Woman Owned Business Enterprise*

MINORITY STATUS: Has this firm been certified as a minority, women or disadvantaged business enterprise by any governmental agency? ☐ Yes ☐ No ☐ (If yes, please specify government agency)

The above information is for information only. The City of Arlington encourages minority business participation; however no preferences shall be given.

PROCUREMENT OPPORTUNITY

How were you notified of this procurement opportunity:

<input type="checkbox"/> City of Arlington Supplier Portal	<input type="checkbox"/> Bid Notification Service
<input type="checkbox"/> Fort Worth Star Telegram	<input type="checkbox"/> City Website
<input type="checkbox"/> City of Arlington employee (other than Purchasing)	<input type="checkbox"/> Chamber of Commerce _____
<input type="checkbox"/> City's Television Station	<input type="checkbox"/> Other: _____

NO BID SHEET

If your firm has chosen not to submit a bid for this procurement. ***Please check item(s) that apply:***

<input type="checkbox"/> Do not sell the item(s) required <input type="checkbox"/> Unable meet the Specifications <input type="checkbox"/> Unable to be competitive <input type="checkbox"/> Cannot provide Insurance <input type="checkbox"/> Unable to comply with Indemnification <input type="checkbox"/> Do not wish to do business with the City	<input type="checkbox"/> Insufficient time to respond <input type="checkbox"/> Specifications are unclear/ambiguous <input type="checkbox"/> Unable to provide Bonding <input type="checkbox"/> Job too large <input type="checkbox"/> Job too small <input type="checkbox"/> Other reason: _____
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9.1.10 DBE or/SBE SCHEDULE OF PARTICIPATION

CONFIDENTIAL INFORMATION
REQUIRED SUBMITTAL

CITY OF ARLINGTON
Schedule of Participation



Instructions: Offerers must complete this form by listing: 1) Names of all proposed subcontractors; 2) Contact Information; 3) Description of work to be performed/product to be provided; 4) Status as a DBE, SSE or non-certified; 5) Ethnic Code of firm; 6) Age of the firm; 7) Dollar value of commitment; and 8) DBE, SSE Target or SSE(%) participation. Subcontractors that are listed on this form as DBEs or SBEs must be certified as a DBE or SSE with a participating Texas Unified Certification Program (TUCP) certifying agency at the time of the bid/proposal submission. The DBE or SBE certification must be complete by the time bids/proposals are submitted. Additionally, subcontractors that are listed on this form as DBEs or SBEs must complete an Intent to Perform as a DBE or SBE Subcontractor agreeing to the information listed here. A **DBE prime** must perform 30% of the contract to demonstrate a **Commercially Useful Function CFR part§26.55**"How is DBE participation counted towards goals?"

Ethnic Code: A=African American Male; B=African American Female; C=Asian-Indian Male; D=Asian-Indian Female; E= Asian-Pacific Male; G=Asian-Pacific Female; H=Hispanic Male; I= Hispanic Female; J=Native American Male; K=Native American Female; L=White Female; M= Other

1) Name of Contractor/Subcontractors	2) Address, Telephone firm (including name of contact person)	3) Description of Work, services provided. Where applicable, specify "supply" or "install" or both	4) DBE, SSE or Non-certified	5) Ethnic Code	6) Age of Firm	7) Dollar value of commitment	8) DBE, SB Target or SB Participation %
SUB-CONTRACTORS	(Please indicate below)						

This schedule must be completed as instructed above and include the prime and all subcontractors proposed on this project, including dollars and % of work committed. The undersigned will enter into a formal agreement with the DBE or SSE contractors for work listed in this schedule upon execution of a contract with HandItzan. The contractor agrees to the terms of this schedule by signing below and submitting the Intent to perform as completed by the DBE or SBE subcontractors.

Signature of Authorized Representative of Offeror

Date Signed

9.1.11 DBE or/SBE PARTICIPATION CERTIFICATION

CONFIDENTIAL
INFORMATION REQUIRED
SUBMITTAL



Intent to Perform as a DBE or SBE Contractor
IFB/RFP # _____

Note: In accordance with 49 CFR (Code of Federal Regulations) Part 26, City of Arlington Board policy, DBE/SBE firms participating in Handitran's DBE Program must have "current" certification status with a TUCP Certifying Agency by the due date established for this IFBIRFP. In addition, Handitran's SBE Participation Policy requires SBE certification for SBE Participation on locally funded contracts.

1. TO: (Name of Offer or/First Tier Subcontractor) _____
2. The undersigned is either currently certified under the Texas Unified Certification Program (TUCP) as a DBE or SSE or will be at the time this solicitation is due.
3. DBE Goal or SBE Target: The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both)

and the following price \$ _____. With respect to the proposed subcontract described above, _____% of the dollar value of the first tier DBE's subcontract will be sublet and/or awarded to other DBE subcontractors.

4. SBE Participation: The undersigned is prepared to perform _____% on this contract

(Name of DBE/SBE Firm)	(Signature of Authorized Representative)	(Phone Number)	(Date Signed)

(Name of Offeror / Prime Contractor)	(Signature of Authorized Representative)	(Phone Number)	(Date Signed)

9.1.12 DBE or/SBE UNAVAILABILITY CERTIFICATION

I, _____, _____
(Name) (Title)

of _____, certify that _____
(Firm)

I contacted the following disadvantaged contractor to obtain a bid for work items to be performed
on th City's Contract _____

Disadvantaged Contractor	Work Items Sought	Form of Bid Sought (i.e. Unit Price, Materials and Labor, Labor only, etc.)

To the best of my knowledge and belief, said disadvantaged contractor was unavailable (exclusive of unavailability due to lack of agreement on price) for work on this project, or unable to prepare a bid, for the following reasons(s):

Signature

Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Exhibit A

