

PROPOSAL INVITATION
RFP No: 2011-020



Purchasing Services
CITY OF WACO
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Waco, Texas 76702-2570
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[City of Waco Purchasing](http://CityofWacoPurchasing.com)

COMPETITIVE SEALED PROPOSAL

INVITATION COVER SHEET

Commodity/Service: **Thoroughfare Plan Update for the Waco Metropolitan Area**

Proposal Due/Closing Time: **2:00 P.M. CST, February 18, 2011**

Proposal Opening Time: **2:01 P.M. CST, February 18, 2011**

Proposal Opening Location: **Purchasing Services Office**
 1415 North 4th Street, Waco, Texas, 76707

For Information Contact: **Jody Copp, Purchasing Services, 254-750-8062**

Proposal packet and other supportive documents can be found at the [City of Waco Purchasing](http://CityofWacoPurchasing.com) website, [Demandstar](http://Demandstar.com) or the [Electronic State Business Daily](http://ElectronicStateBusinessDaily.com).

Firm: _____

Signature of Person
Authorized to Sign: _____

Signor's Name and Title
(print or type): _____

Email: _____

Date: _____ **Telephone:** _____

Fax: _____ **Federal Tax I. D. Number:** _____

County of Business: _____

RFP NO. 2011-020

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NOTE: As used in this document, the term bidder/proposer, vendor and contractor shall mean a person or entity submitting a response to this RFP. In some cases, as determined by context, the term bidder/proposer, vendor and contractor shall refer to the person or entity that submits a proposal and/or who is awarded the contract by the City.

ADVERTISEMENT FOR PROPOSALS

PROPOSAL INVITATION

RFP NO. 2011-020

City of Waco

(Owner)

Sealed proposals for **Thoroughfare Plan Update for the Waco Metropolitan Area** for the City of Waco will be received by the CITY OF WACO in the office of **Purchasing Services, 1415 North 4th Street, Waco, Texas, 76707** until **2:00 P.M. on February 18** and will be opened and publicly read at **2:01 P.M.** in the office of Purchasing Services on the same day. Mailing address is **Purchasing Services, P.O. Box 2570, Waco, Texas, 76702-2570**. The Buyer for this project is Jody Copp, 254-750-8062.

The owner reserves the right to waive any informality or to reject any and all proposals.

No bidder/proposer may withdraw their proposal within 90 days after the actual date of the proposal opening.

INSTRUCTIONS TO PROPOSERS

Tentative Schedule

(This is a tentative schedule only and is subject to change)

Deadline for Technical Questions:	5:00 P.M., January 28, 2011
RFP Responses Due:	2:00 P.M., February 18, 2011
Analysis of the Proposals and Interviews:	No later than March 1, 2011
Notify proposers of award recommendation	March 2, 2011
Recommendation to City Council/Award	March 15, 2011

Receipt and Opening of Proposals

The CITY OF WACO, herein called the “Owner”, requests proposals on the form attached hereto, all blanks of which must be appropriately completed. Sealed proposals will be received in the office of **Purchasing Services, 1415 North 4th Street, Waco, Texas, 76707** until **2:00 P.M. on February 18** and will be opened and publicly read at **2:01 P.M.**, in the Office of Purchasing Services on the same day. The envelope containing the proposal shall be plainly marked, **“Thoroughfare Plan Update for the Waco Metropolitan Area”, RFP 2011-020, 2:00 P.M., February 18, 2011”**. The Owner reserves the right to consider any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informality and reject any or all proposals. Proposals received after the advertised closing time and date shall not be considered and will be refused and returned unopened to the bidder/proposer. No bidder/proposer may withdraw a proposal within 90 days after the date and time of the proposal opening.

How To Package Your Proposal

One (1) , **unbound**, clearly marked “Original” and one (1) electronic version on standard cd-rom in Adobe Acrobat format (pdf) of your proposal must be submitted: (1) inside a sealed envelope and (2) clearly marked on the outside with the **RFP number, opening date and “Thoroughfare Plan Update for the Waco Metropolitan Area”**. Proposals may be mailed or hand delivered to:

Via US Mail:	Via Delivery Services:
City of Waco Purchasing Services P.O. Box 2570 Waco, Texas 76702-2570 ATTN: Jody Copp Note: Proposals must arrive in Purchasing to be date and time stamped before the closing date and time. Mail early to allow for delays in delivery.	City of Waco Purchasing Services 1415 North 4 th Street Waco, Texas 76707 ATTN: Jody Copp Note: US Mail does NOT deliver to this street address

What is NOT Accepted

A bid/proposal submitted by facsimile transmission (fax) or by electronic mail (Email) will **NOT** be accepted. A bid/proposal submitted or postmarked after the deadline for submitting a bid/proposal (as stated above) will **NOT** be considered under any circumstances and will be returned unopened to the submitter.

Opened Proposal

A Proposal may not be opened before the closing date for the purpose of changing or amending the proposal or to correct an error in the proposal terms or conditions. If the proposal is opened before the closing date by anyone other than the City, the proposal may be rejected in its entirety.

Recycled Products

Bidders/Proposers are encouraged to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in the specifications.

Authorized Signature

A proposal must be manually signed by a person having authority to contractually bind the bidder/proposer. Any erasures or other changes must be initialed by the person authorized to sign the proposal, or by others who are able to show evidence of authority to execute or sign on behalf of the bidder/proposer.

Addenda and Interpretations

No interpretation of the meaning of the RFP documents will be made to any bidder/proposer orally. Every request for such interpretation should be in writing addressed to the contact person listed for this project, by email to the contact person, by facsimile, or by mail to Purchasing Services, City of Waco, P. O. Box 2570, Waco, TX 76702 and to be given consideration must be received at least five days prior to the date fixed for the opening of proposals. If a deadline for technical questions is included in the timeline in this proposal package, that deadline will be adhered to instead of receiving questions up until five days prior to proposal opening. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be advertised as required by law. Failure of any bidder/proposer to receive any such addendum or interpretation shall not relieve such bidder/proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the contract documents. Any non-written representations, explanations, or instructions given by City staff or City agents are not binding and do not form a part of, or alter in any way, the RFP, a written agreement pertinent to the RFP, or the awarding of the contract.

Laws and Regulations

The bidder/proposer's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written out in full.

Right to Accept or Reject

The City reserves the right to accept or reject any or all proposals as a result of this RFP, to negotiate with all qualified sources, or to cancel in part or its entirety if found to be in the best interest of the City. The RFP does not commit the City to award a contract, issue a purchase order or pay any costs incurred in the preparation of a proposal in response to this RFP. Proposals may be held for ninety (90) days after opening without taking action.

City Council Approval Required

The Waco City Council must approve the bidder/proposer selected to provide the service requested in this RFP. Each proposal should be submitted as completely and accurately as possible.

Method of Award

The contract will be awarded to the most highly qualified proposer on the basis of demonstrated competence and qualifications with whom the City has negotiated an acceptable contract, including price.

Obligation of Bidder/Proposer

At the time of the opening of proposals each bidder/proposer will be presumed to have read and to be thoroughly familiar with the RFP documents, including all addenda. The failure or omission of any bidder/proposer to examine any form, instrument or document shall in no way relieve any bidder/proposer from any obligation in respect to his proposal.

Restrictions on Contact with City of Waco Staff, the Waco City Council or the MPO Policy Board

Prospective proposers are advised that, from the date this RFP is issued until the award of any resultant contract, they are not permitted, except in public meetings, to contact City of Waco staff, members of the Waco City Council or members of the Waco MPO Policy Board about **ANY** matter related to this solicitation. All questions must be sent to Jody Copp. A comprehensive list of persons that prospective proposers may not contact can be found in Appendix A.

Insurance, Bonding and Indemnification Requirements

a. **Insurance:**

1. Subject to the Selected Proposer's right to maintain reasonable deductibles in such amounts as are approved by the City, the Selected Proposer shall obtain and maintain in full force and effect for the duration of the services to be performed under the contract, and any extension hereof, at the Selected Proposer's sole expense, insurance coverage written on an occurrence basis, IN THE FOLLOWING TYPES AND AMOUNTS:

Type	Amount
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000/\$1,000,000/\$1,000,000
Comprehensive General Liability Including: • Premises/Operations • Independent Contractors • Products/Completed Operations • Personal & Advertising Injury • Explosion, Collapse,	\$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

Underground • Broad form property damage, to include fire legal liability Business Automobile Liability - Owned/leased vehicles - Non-owned vehicles - Hired vehicles	\$1,000,000 per occurrence or its equivalent on a combined single limit (CSL basis).
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All insurance policies, except workers' compensation and employer's liability, will name the City of Waco as an additional insured.

- Term of Policy.** The required coverage must remain in effect for a two (2) year period following the expiration of the contract with the City.
- Proof of Insurance Required.**
 - Examination & Approval. Insurance policies shall be subject to the examination and approval of the City for their adequacy as to form and content, form of protection, and insurance company.
 - When to Submit. Within ten (10) days after execution of the contract and prior to the commencement of any work or services under this contract, the Selected Proposer shall furnish to the Risk Manager for City originals of completed certificates of insurance, policy endorsements, exclusions, and/or relevant extracts from the insurance policy, or copies of the policies, plainly and clearly evidencing such insurance. Thereafter new certificates, policy endorsements, exclusions, and/or relevant extracts from insurance policies, or policies shall be provided prior to the expiration date of any prior certificate, endorsement, or policy.
 - Insurers. The Selected Proposer shall maintain said insurance with insurance underwriters authorized to do business in the State of Texas and satisfactory to the City.
 - Additional Insured. Except for Workers' Compensation and Employers' Liability, the City, its elected officials, officers, servants, agents, volunteers and employees shall be named as additional insured. No officer or employee, other than the Risk Manager shall have authority to waive this requirement.
 - Other-Insurance Endorsement. Where the City is an additional insured shown on the policy, there shall be a provision or endorsement stating that any "other insurance" clause shall not apply to the City.
 - Agent Information. The certificate(s) must be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City.
 - Precondition to Performance & Basis for Termination. The City shall have no duty to pay or perform under the contract until such certificate(s), policy endorsements, exclusions, and/or relevant extracts from the insurance policy shall have been delivered to the City's risk manager. The Selected Proposer understands that it is its sole responsibility to provide this necessary information to the City and that failure to timely comply with the requirements of this section shall be a cause for termination of this Agreement. If the City determines that it will deny payment, not perform, or terminate this contract because of the failure to provide certain information or documents, the City shall give the Selected Proposer notice of that determination and allow the Selected Proposer fifteen days to correct the deficiency.
 - Waiver of Subrogation. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

9. Notice of Cancellation, Non-renewal, Material Change. When there is a cancellation, non-renewal, or material change in coverage which is not made pursuant to a request by the City, the Selected Proposer shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if the Selected Proposer knows of said change in advance, or ten (10) days notice after the change, if the the Selected Proposer did not know of the change in advance. Such notice must be accompanied by a replacement certificate(s) of insurance, policy endorsements, exclusions, and/or relevant extracts from the insurance policy.
- d. **INDEMNIFICATION: IF THE SELECTED PROPOSER FAILS TO PROVIDE SUCH INSURANCE NAMING CITY AS ADDITIONAL INSURED, THEN THE SELECTED PROPOSER AGREES TO ASSUME FULL RESPONSIBILITY AND LIABILITY FOR THE SERVICES RENDERED UNDER THE RESULTING AGREEMENT, AND HEREBY AGREES TO INDEMNIFY, PROTECT AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, AGENTS AND SERVANTS, OF AND FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTIONS OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, PERSONS AND ANY LOSSES FOR DAMAGES TO PROPERTY CAUSED BY OR ALLEGED TO BE CAUSED, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, EITHER DIRECTLY OR INDIRECTLY OR IN CONNECTION WITH THE SERVICES TO BE RENDERED UNDER THE RESULTING CONTRACT, WHETHER OR NOT SAID CLAIMS, DEMANDS, CAUSES OF ACTIONS ARE CAUSED BY THE SOLE NEGLIGENCE OF THE CITY, ITS EMPLOYEES, AGENTS, OR SERVANTS, OR WHETHER IT WAS CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND A PARTY TO THE RESULTING AGREEMENT, OR WHETHER IT WAS CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND SOME OTHER THIRD PARTY. IF THE SELECTED PROPOSER PROVIDES THE APPROPRIATE INSURANCE NAMING CITY AS AN ADDITIONAL INSURED, THEN THIS SECTION SHALL NOT APPLY. THE SELECTED PROPOSER FURTHER AGREES TO WAIVE ANY AND ALL CLAIMS AND SUITS COVERED BY THIS INDEMNITY AGREEMENT AND AGREES THAT ANY INSURANCE CARRIER INVOLVED SHALL NOT BE ENTITLED TO SUBROGATION UNDER ANY CIRCUMSTANCES AGAINST THE CITY, IT OFFICERS, OFFICIALS, AND EMPLOYEES.**
- e. If the services of the selected proposer include engineering or architectural services, the following indemnification shall apply to such engineering or architectural services:
 1. **INDEMNIFICATION: IF THE SELECTED PROPOSER FAILS TO PROVIDE INSURANCE IN ACCORDANCE WITH THE INSURANCE PROVISIONS OF THE RESULTING CONTRACT, THE SELECTED PROPOSER AGREES TO ASSUME FULL RESPONSIBILITY AND LIABILITY FOR THE WORK PERFORMED UNDER THE RESULTING CONTRACT AND HEREBY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY OF WACO, ITS OFFICERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ARISING FROM THE PERSONAL INJURY OR DEATH OF THE SELECTED PROPOSER OR AN OFFICER, AGENT, OR EMPLOYEE OF THE SELECTED PROPOSER CAUSED BY OR ALLEGED TO BE CAUSED BY, OR ARISING OUT OF OR ALLEGED TO ARISE OUT OF, AN ACT OF NEGLIGENCE OR INTENTIONAL TORT OF THE SELECTED PROPOSER OR AN OFFICER, AGENT, OR EMPLOYEE OF THE SELECTED PROPOSER IN CONNECTION WITH THE RESULTING CONTRACT OR THE ACTIVITIES TO BE PERFORMED THEREUNDER. THE SELECTED PROPOSER SHALL FURTHER**

INDEMNIFY AND HOLD HARMLESS THE CITY OF WACO, ITS OFFICERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ARISING FROM THE ACTIONS OF THE SELECTED PROPOSER OR AGENTS OR EMPLOYEES OF THE SELECTED PROPOSER CAUSED BY OR ALLEGED TO BE CAUSED BY, OR ARISING OUT OF OR ALLEGED TO ARISE OUT OF, AN ACT OF NEGLIGENCE OR INTENTIONAL TORT OF THE SELECTED PROPOSER OR AN OFFICER, AGENT, OR EMPLOYEE OF THE SELECTED PROPOSER IN CONNECTION WITH THE RESULTING CONTRACT OR THE ACTIVITIES TO BE PERFORMED THEREUNDER.

I. PRICE PROPOSAL AND ALL PRICING INFORMATION

No Price Proposal shall be submitted as part of this request. Price shall be negotiated after a proposer is selected as the most highly qualified proposer on the basis of demonstrated competence and qualifications by the subcommittee identified in Section IV, 5.

II. AWARD OF CONTRACT

1. AWARD BY CITY COUNCIL

After negotiation with the most highly qualified top-ranked proposer and upon staff recommendation, the Waco City Council will make the final award of a contract for the services to be performed in accordance with this RFP.

2. RESERVATIONS BY CITY

The City has the right to accept, reject, or cancel any and all proposals. In addition, the City expressly reserves the following:

- a. waive any defect, irregularity, or informality in any proposal or proposal procedure;
- b. extend the RFP closing time and date;
- c. reissue this RFP in a different form or context;
- d. procure any item by other allowable means;
- e. waive minor deviations from specifications, conditions, terms, or provisions of the RFP, if it is determined that waiver of the minor deviations improves or enhances the City's business interests under the RFP; AND/OR
- f. extend any contract when most advantageous to the City, as set forth in this RFP.

III. ELEMENTS OF CONTRACT

1. RFP AN INVITATION

This Request for Proposal is an invitation for companies to submit proposals. It is not a request for bid or a contract and has no legal binding effect upon the City.

2. PROPOSAL IS OFFER

The proposal submitted by a proposer is an *offer* to contract with the City for the services requested in the RFP.

3. AWARD IS ACCEPTANCE

The selection of a proposal or proposals, reflecting the agreements reached between the City and the proposer during the negotiation process, and award by the Waco City Council is *acceptance* on the part of the City, thereby resulting in a binding contract between the City and the selected proposer.

4. CONSIDERATION

Consideration consists of the services to be performed under the contract awarded in exchange for

compensation to be paid by the City to the selected proposer.

5. AGREEMENT; EXCEPTIONS

- a. Submission of a proposal indicates the proposer agrees to the terms, conditions, and other provisions contained in the RFP, unless the proposer clearly and specifically presents in its proposal any exceptions to the terms, conditions, and other provisions contained in the RFP.
- b. Exceptions presented in a proposal are not to be considered incorporated into the contract between the City and the selected proposer unless and until the City agrees to accept such exceptions.
- c. The selected proposer must acknowledge and agree that the contract resulting from this RFP includes the terms, conditions, and other provisions contained in the RFP, the proposal selected (including any exceptions accepted by the City) which is acceptable to the City and is not in conflict or contravention of the RFP, and any other documents mutually agreed upon by the City and the selected proposer.
- d. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFP or the resulting contract.

IV. EVALUATION OF PROPOSALS

1. GENERAL INFORMATION

- a. A committee consisting of City of Waco staff and designees and Waco MPO staff along with members of the MPO Technical Committee will evaluate submitted proposals. During the evaluation process, the Evaluation Committee and the City of Waco reserve the right, where it may serve their best interests, to request additional information or clarifications from proposers.
- b. The City of Waco reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposer of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Waco and the proposer selected.
- c. It is anticipated the selection of a contractor will be completed by March 1, 2011. Following the notification of the selected contractor, it is expected a contract will be negotiated between the parties by March 15, 2011, which will be sent to the City Council for approval.

2. NATURE OF SERVICES REQUIRED

- a. General
 1. The City of Waco and Waco MPO is soliciting the services of qualified firms to accomplish the project outlined in this RFP. This project is to be performed in accordance with the provisions contained in this request for proposals.
 2. Knowledge and experience in several fields are deemed necessary for completion of this contract service. Of most importance is demonstrated knowledge and experience in the creation of Thoroughfare Plans in which context sensitive solutions (CSS) are utilized. Experience and capability in the fields of transportation or urban planning, demographics, highway or thoroughfare design, engineering, and travel demand modeling may also be required.
- b. Introduction
 1. Federal law mandates the creation of a Metropolitan Planning Organization (MPO) for each area that is defined as "urbanized" by the US Census Bureau. The purpose of the MPO is to oversee

transportation decisions involving federal highway or transit funds for urbanized areas. Transportation planning in the Waco Urbanized Area is performed by the City of Waco which has been designated as the Metropolitan Planning Organization (MPO) by the State of Texas.

2. To account for regional growth as well as for activities that impact mobility within the urbanized area, the MPO studies a larger area referred to as the Metropolitan Area. The Waco Metropolitan Area encompasses all of McLennan County which covers 1,060 square miles and includes an estimated population of 228,123 (2007 estimate). The Waco Metropolitan Area is coextensive with the Waco MSA as defined by the US Census Bureau. Within the Waco Metropolitan Area there are 20 member local governments and 5 member government agencies (state and federal):

- i Local:

- (a) City of Bellmead
- (b) City of Beverly Hills
- (c) City of Bruceville-Eddy
- (d) City of Crawford
- (e) City of Gholson
- (f) City of Hallsburg
- (g) City of Hewitt
- (h) City of Lacy Lakeview
- (i) City of Leroy
- (j) City of Lorena
- (k) City of Mart
- (l) City of McGregor
- (m) City of Moody
- (n) City of Riesel
- (o) City of Robinson
- (p) City of Ross
- (q) City of Waco
- (r) City of West
- (s) City of Woodway

- ii State and Federal:

- (a) McLennan County
- (b) U.S. Department of Transportation
- (c) Texas Department of Transportation
- (d) Federal Transit Administration
- (e) Waco Transit System
- (f) TX DOT Waco District

- c. Scope of Work

1. This section briefly describes the basic services and deliverables required to complete the Thoroughfare Plan Update. At a minimum, proposals should include the work described below. However, additional tasks may be included in the proposed work program if deemed necessary by the proposer(s) submitting the proposal. Any additional tasks need to be justified within the proposal.

- i Team:

- (a) The proposer will partner with the staff of the City of Waco Planning Department and the Waco MPO. Staff from other member governments, Waco Transit, the Waco District of the Texas Department of Transportation (TxDOT) and important regional stakeholders may also be included. Each proposal will need to specify how the proposer

will partner with the pertinent staff and stakeholders.

ii Resources:

(a) The following plans and documents are the basis for the design and development of the Thoroughfare Plan Update for the Waco Metropolitan Area:

(i) *Connections 2035, The Waco Metropolitan Transportation Plan (MTP)*;

(ii) *Imagine Waco, A Plan for Greater Downtown Waco*;

(iii) *Future Land Use Study for McLennan County*; and

(iv) *Comprehensive Plans of the member local governments*.

iii Thoroughfare Plan Update:

(a) The overarching goal of the update to the existing Thoroughfare Plan is to match the future transportation network with the planned development within the study area. The update is intended to create a cohesive transportation network that will serve the existing residents as well as the future population and regions communities within the Waco Metropolitan Area. The Thoroughfare Plan Update shall also include context sensitive solutions (CSS) to identify appropriate design treatments for arterial and collector highways which fit the settings for particular types of development within the Waco Metropolitan Area.

(b) The following lists other areas that may be addressed in the Thoroughfare Plan. The proposal should specify all areas of focus – those identified within this RFP as well as any other areas as determined by the proposer, such as:

(i) Future patterns of development;

(ii) Protection of local ecology;

(iii) Design treatments to provide for Public Transportation

(iv) Design treatments to provide for Bicycles and Pedestrians

d. Primary Tasks

1. This contract will result in an updated, comprehensive Thoroughfare Plan, meant to supersede (either entirely or in part) the present Master Thoroughfare Plan, adopted in 2000, which applies to the Waco Metropolitan Area.

i Initial Review and Analysis:

(a) Data collection is required to determine the ultimate transportation system to serve the Waco Metropolitan Area. Proposers will be requested to include within their proposals what data will need to be collected and to identify what level of geography they intend to use for the collection of data. Please note that the MPO may have already collected some or all of the necessary data and proposers are urged to contact the Contract Manager prior to the submission of proposals to determine what data may or may not need to be collected.

(b) The proposer will interview appropriate stakeholders involved with and/or impacted by the Updated Thoroughfare Plan. These interviews will include groups and individuals including elected and appointed officials, nonprofit organization leaders, property owners, neighborhood representatives, local design professionals, developers, and business organizations.

(c) The proposer will meet with the MPO and City staff as well as pertinent staff of the member local governments. The purpose of these meetings is to establish initial work tasks.

(d) The proposer will become familiar with the physical layout and features of the Waco Metropolitan Area as well as the historic patterns of development. The proposer will also need to become familiar with the various plans and demographic forecasts developed or adopted by the MPO or member governments.

- (e) The proposer will participate in a press conference with local officials to inform the local citizenry about the planning efforts to be undertaken.
 - (f) The proposer will provide information for the Waco MPO website. As officials deem appropriate, the proposer will provide materials including text, photographs, maps, renderings, and other images for the web site. This material will help explain the planning process.
- ii Public Process:
 - (a) The Waco MPO will provide all necessary base map information and background data as needed by the proposer. These documents will be used to produce the maps and analysis that will be used during the analysis and preparation of the plan. The proposer is encouraged to contact the MPO staff prior to the submittal of any proposal to identify whether required maps or data may already exist to avoid the inclusion of unnecessary work elements within the proposal.
 - (b) The proposer will organize and lead public workshops to engage the community, gather ideas and goals, and formulate implementation strategies. The proposer will tailor the workshop to obtain maximum community input so as to produce the best possible plan. The public process will include discussions of alternatives for street design and street connectivity as well as and town planning strategies that enable the creation of vital community centers and transportation corridors. At the conclusion of the workshop(s), the proposer will present the work generated to-date. Plans and renderings that reflect ideas articulated in the workshops will be publicly presented and further feedback solicited from the community.
- iii Drafting the Updated Thoroughfare Plan:
 - (a) The new plan, in tandem with existing development regulations, will ensure an efficient and rationale transportation network within the Waco Metropolitan Area. The plan will incorporate analysis of existing conditions, street standards (plan and section), land use regulations (as necessary), and other elements needed to implement the principles of functional and vital mobility as well as practical management of growth. Sections of this document would typically include, at a minimum:
 - (i) An overview, including history, definitions, principles, and purpose in clear user-friendly language.
 - (ii) An Illustrative Thoroughfare Plan with schematic representation(s) of the updated thoroughfare plan and system illustrating the location of streets, blocks, public spaces (such as greens, squares, and parks), and other special features.
 - (iii) Street Standards/Land Use Plan including design attributes and geometries that balance the needs of motorists, pedestrians, bicyclists, and transit riders in connection to adjacent existing or future land uses. These standards should include design specifications for sidewalks, travel lane widths, parking, curb geometry, trees, and lighting.
 - (b) The plan must integrate with existing plans of the City of Waco, the Waco MPO and the member governments of the MPO in a manner that insures continuity as well as follows state and local legal requirements.
 - (c) The proposer will establish dates and agendas for work sessions with the MPO and City staff. The purpose is to capitalize on the partnership and, ultimately, to create a highly effective and forward thinking Thoroughfare Plan.
- iv Refining the Updated Thoroughfare Plan:
 - (a) The proposer will present the first draft of the Updated Thoroughfare Plan for the purpose of gathering comments. Copies of the first draft will need to be in digital form

and reviewed by the MPO staff, MPO Technical Committee and MPO Policy Board prior to public release.

- (b) After making revisions in response to comments on the first draft, the proposer shall post the second draft to the MPO website and 5 hardcopy versions shall be produced for public review. Once posted to the MPO website, the MPO will commence a 45 day public comment period to solicit comments regarding the second draft. During the public comment period, the proposer shall then present the second draft at no less than 3 public meetings to which interested citizens and stakeholder interests have been invited.
 - (c) The proposer will be responsible for any revisions that may become necessary as a result of comments received during the presentations of the first and second drafts. MPO staff will be responsible for collecting comments, questions, and suggestions for these refinements from various sources and consolidating them into a series of action items for revision or responses.
 - (d) The proposer will attend and participate in additional meetings with MPO and City staff as well as member local governments. The purpose of these meetings is to explain the details of the new plan and obtain further final input and comments.
- v Approval Process:
- (a) Public Hearing Presentations.
 - (i) The proposer will make formal presentations to the MPO Technical Committee and the MPO Policy Board. A final public hearing will be conducted during the MPO Policy Board meeting at which adoption of the plan will be considered.
 - (ii) The preliminary results of this study will be presented before the MPO Technical Committee for their review and comment. The proposer should be prepared to attend the meetings of the MPO Technical Committee where this study will be discussed. The proposer should also incorporate any concerns or comments of the MPO Technical Committee into the final report. The final report will be presented to the MPO Policy Board for their review and adoption. Members of the public will be invited to review the final report at least 10 business days prior to the MPO Policy Board meeting and to provide comments to the MPO Policy Board immediately prior to Policy Board action. The proposer should be prepared to attend this meeting and to respond to questions or comments presented by the public or the Policy Board regarding any recommendations made by the proposer. The proposer shall not be required to respond to questions or comments regarding recommendations made by the MPO staff.
 - (b) The proposer will be responsible for any revisions identified by the MPO Policy Board during adoption of the plan.
 - (c) Submittal.
 - (i) The proposer shall submit 1 digital copy and 1 hardcopy of the final adopted plan within 30 days of adoption by the MPO Policy Board.
 - (ii) All reports (preliminary, final or otherwise) shall be delivered in Microsoft Word format. Any database(s) developed for this project shall be delivered in Microsoft excel file format. Any databases shall consist of a fully operational digital and tabular database files requiring no translation or conversion and suitable for full implementation and use for geographic analysis using ArcGIS software. Any GIS data or information shall be delivered in geodatabase format for use in ArcGIS software. The media used to convey all files shall be one (1) standard CD-ROM.

e. Required Schedule

1. It is anticipated that this project will take approximately 12 months to complete. All times

mentioned herein are times after contract approval by the Waco City Council which is anticipated in March, 2011.

2. Any necessary data collection should be completed within 6 months. Preliminary results should be presented for review by the Waco MPO within 9 months. A final report should be completed within 12 months.
- f. The proposer shall prepare brief progress reports every month beginning one month after contract approval. These reports should describe the work accomplished and technical decisions made during the previous reporting period, and highlight the work to be completed during the next one month period.

3. CITY OF WACO CONTRACT CONTACT

- a. After award of contract, the firm's principal contact with the City of Waco will be the Waco MPO Director or a designated representative, who will coordinate the assistance to be provided by the City of Waco to the firm.

4. SUBMISSION OF PROPOSALS

- a. With the exception of the Proposer's Qualifications Questionnaire (Appendix B), the required contents and limitations for preparation of the technical proposal are described in this section. Failure to provide the requested information or adhere to any stated limitations may result in disqualification of the submitted proposal.
- b. Proposals are to contain the following:
 1. Transmittal Letter and Proposer's Qualification Questionnaire
 - i A Letter of Transmittal
 - (a) A Letter of Transmittal signed by the individual or appropriate officer of the firm or corporation offering the proposal, which contains a statement that the information presented in the proposal is true and correct, that the proposal including the cost projections will remain in effect for at least ninety (90) days after the due date of the proposal and that the proposer acknowledges receipt of any addenda issued by the City of Waco to this RFP.
 - ii Proposer Qualification Questionnaire
 - (a) The Proposer's Qualification Questionnaire shall follow the Letter of the Transmittal and be attached to the front of the proposal and shall contain the Proposer's certification of the submission. It shall be signed by an official who has full authority to enter into a contract. The form of the questionnaire is included as Appendix B of this RFP.
 2. Description of Firm
 - i Background and History
 - (a) Describe the company, its age, organization, officers or partners, number of employees, type of work and operating policies which would affect this contract. State the number of years your organization has been continuously engaged in business.
 - (b) Describe firm's qualifications to perform the work proposed.
 - (c) Describe when and where the firm has performed similar or comparable services to what is requested by the City of Waco.
 - ii Financial Stability
 - (a) Describe the financial status of the company. Attach an audited financial statement.
 3. Project Team/Organization
 - i Contract Manager

- (a) List the experience of the principal individuals of your organization, including the person(s) you expect to assign to this Contract as Contract Manager.
 - ii Project Staff
 - (a) List the professional/technical personnel who will be assigned to work on the project, identified as to his or her role in the project, the number of persons-hours each is expected to devote to each task and the project as a whole, and his/her qualifications to perform such tasks. The proposer should provide an organization chart for the project. Personnel resumes and biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one page limitation on each biographic summary provided.
- 4. Proposer's Previous Relevant Experience
 - i Thoroughfare Plan and Regional Planning Experience
 - (a) List the dates, names, and locations of any contracts where you have prepared and/or updated thoroughfare plans. Please include the names and telephone numbers of former clients who could be contacted by the Evaluation Committee. Indicate if the services are currently being provided.
 - ii Incomplete Work
 - (a) Have you ever failed to renew a contract for any planning studies? Have you ever failed to complete a contract in producing any planning studies? Include a description of any work awarded to your company that was not completed. Explain the reasons for not completing the work, when, where, and the scope of work for the contract.
- 5. Understanding of Scope of Work/Schedule
 - i Description of Work to be Undertaken
 - (a) This section should demonstrate the proposer's understanding of the project need, the work required, and any local issues or concerns. The proposer should present the proposed work plan necessary to complete the work itemized under the scope of services. The proposed work plan should address each of the specific work elements described in the scope of services, but the proposer may propose additional work beneficial to this study. Where appropriate, the methodology to be used to accomplish a specific task should be described. All proposed meetings and/or reviews should be included under each task. All final products should be described. There is no page limitation for this section, but proposers are encouraged to be succinct.
- 6. Schedule
 - i Proposals shall include a detailed implementation schedule indicating key tasks and milestones through completion. This implementation schedule shall be used in negotiating a payment schedule with the proposer. The schedule shall describe the work activities to be followed in order to accomplish the various tasks described in the RFP. For each review proposed by the proposer, the schedule shall reflect the maximum allowable review time available to maintain the schedule as proposed. The schedule shall also reflect expected dates for deliverables, anticipated timing for public meetings (if any), and the maximum allowable time.
- 7. Documentation
 - i Describe the documents and electronic files that will be provided to the Waco MPO.
- 8. Options/Alternatives
 - i Discuss options or alternatives you anticipate for the performance of these services which need to be discussed with the Waco MPO. Describe how the options might be added to the contract at a later date.
- 9. Anticipated Innovative Approaches to Study

- i Describe any innovative or creative approaches you anticipate including in the deliverables due to the Waco MPO in response to this contract.
- 10. Exceptions
 - i Please describe any exceptions to the terms and conditions of the Contract. Include any suggested alternatives.
- 11. Other Relevant Information
 - i In addition to the above, proposals should include all other information requested in the technical specifications and deemed appropriate by the proposer.
- 12. Use of Subcontractors
 - i If one or more subcontractors are intended to perform some or all of the work tasks, please provide the same information for sections 4, (b), 1 through 12 for each subcontractor. Please list the tasks each subcontractor is intended to perform.

5. EVALUATION PROCEDURES

- a. Review of Proposals
 - 1. These are the minimum requirements for the selection procedure to determine the most highly qualified proposer.
 - 2. The Evaluation Committee comprised of City of Waco staff member(s), Waco MPO staff member(s) and members of the Waco MPO Technical Committee will rank the proposals based on a total of one hundred (100) points. After the proposals have been ranked, the Evaluation Committee may interview the top three candidates, if deemed necessary. The Evaluation Committee will then select the most highly qualified proposer and recommend that proposer to the City of Waco. The City of Waco may then enter into negotiations. Once negotiations are concluded, the City Manager or designee will make a recommendation to the Waco City Council stating their ranking of the various firms. The Waco City Council will choose the proposer and will authorize a contract with that proposer. The factors below will be used in the ranking / scoring process and are not in any particular order.
- b. Evaluation Criteria of Proposals
 - 1. Proposals will be evaluated on a 100-point scale using the following criteria.
 - i Understanding of the Waco MPO's requirements as indicated in the RFP. (Maximum points – 15)
 - (a) General understanding of the project.
 - (b) Clarity and brevity of response.
 - ii Quality of the Proposal - adherence. (Maximum points – 5)
 - (a) Requested information included and thoroughness of response.
 - (b) Sample documentation, brochures, maps, charts and / or art work are relevant and clearly demonstrate the qualifications of the firm.
 - iii Conceptual and technical approach to the requirements. (Maximum Points - 45)
 - (a) Creativity of proposed approach to solving the problem.
 - (b) Efficient use of available data sources including knowledge of the data requirements for the MPO.
 - (c) Demonstrated knowledge of the problem and methodologies for solving it.
 - (d) General geographical knowledge of the proposed study area, local governments and current local issues relating to the study.
 - iv Proposed management of the project. (Maximum Points – 35)
 - (a) Background of the firm.
 - (b) Relevant experience of the firm and of key staff.

- (c) References.
 - (d) Provision of required skills and disciplines.
 - (e) Availability to Waco MPO staff.
 - (f) Timeliness completion of previous projects.
 - (g) Professional responsibility, financial condition, and resources to sustain the project.
2. Oral Presentations and Demonstrations
- i If deemed necessary, the Evaluation Committee may require finalists to give oral presentations regarding their proposals, relevant experience, and perception of the scope of work after the Closing Date. The committee may handle such presentations by teleconference. During such presentations, the firms will have an opportunity to present their proposals and answer questions from the Evaluation Committee. After the Oral presentations, firms will be ranked by the committee on a scale using the following criteria:
 - (a) Firm qualifications and experience (Maximum points - 45)
 - (b) Project management approach (Maximum points - 35)
 - (c) Communication ability (Maximum points - 20)
3. Final Selection
- i The proposer will be selected based on the highest final score after evaluation of the proposals and, if deemed necessary, after evaluation of the oral presentations. In the event that negotiations are conducted and an agreement cannot be reached, the City of Waco reserves the right to enter into negotiations with the next highest ranked proposer without the need to repeat the formal solicitation process. The Evaluation Committee recommendations are subject to approval by the Waco City Council.
4. Right to Reject Proposals
- i Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Waco and the firm selected.
 - ii The City of Waco reserves the right without prejudice to reject any or all proposals.

V. ASSURANCES

1. COMPLIANCE WITH REGULATIONS

- a. The contractor shall comply with all regulations relative to federally-assisted programs of U.S. Department of Transportation, as they may be amended from time to time (hereinafter referred to as Regulations).

2. FLY AMERICA REQUIREMENTS

- a. The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of 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

air transportation.

3. CHARTER SERVICE OPERATIONS

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

4. SCHOOL BUS OPERATIONS

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

5. ENERGY CONSERVATION

- a. 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.

6. CLEAN WATER

- a. 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 and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. 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.

7. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352, AS AMENDED BY THE LOBBYING DISCLOSURE ACT OF 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

- a. Contractors who apply or bid for an award of \$100,000 or more 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 the recipient.

8. ACCESS TO RECORDS

- a. The following access to records requirements apply to this Contract:
 - 1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
 - 2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
 - 3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
 - 4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
 - 5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - 6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
 - 7. FTA does not require the inclusion of these requirements in subcontracts.
- b. Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material

breach of this contract.

9. CLEAN AIR

- a. 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 the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. 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.

10. CONTRACT WORK HOURS AND SAFETY STANDARDS

- a. Overtime requirements
 - 1. 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.
- b. Violation; liability for unpaid wages; liquidated damages
 - 1. In the event of any violation of the clause set forth in paragraph (a.) of this section the contractor and any subcontractor responsible therefor 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 (a.) 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 (a.) of this section.
- c. Withholding for unpaid wages and liquidated damages
 - 1. The City 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 (b.) of this section.
- d. Subcontracts
 - 1. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a.) through (d.) 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 (a.) through (d.) of this section.

11. NO OBLIGATION BY THE FEDERAL GOVERNMENT

- a. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the

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

- b. 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.

12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

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

13. TERMINATION

- a. Termination for Convenience
 - 1. 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.
- b. Termination for Default
 - 1. 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 (Recipient) 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.

2. If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- c. Opportunity to Cure
 1. The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor fifteen (15) 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.
 2. If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within fifteen (15) days after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- d. Waiver of Remedies for any Breach In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

14. SUSPENSION AND DEBARMENT

- a. 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.
- b. 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.
- c. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
 1. The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the 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.

15. EQUAL EMPLOYMENT OPPORTUNITY – BASIC REQUIREMENTS

- a. The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include, but not 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. The contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

16. CIVIL RIGHTS

- a. The following requirements apply to the underlying contract:
 1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
 2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - i Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - ii Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - iii Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

17. DISPUTES; NO WAIVER OF RIGHTS

- a. Disputes
 1. Disputes arising in the performance of this Contract which are not resolved by agreement of the

parties shall be decided in writing by the Assistant City Manager responsible for transit operations. 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 City 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 City Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

- b. Performance During Dispute
 - 1. Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- c. Claims for Damages
 - 1. 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.
- d. Rights and Remedies
 - 1. 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 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.

18. DISADVANTAGED BUSINESS ENTERPRISES

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%.
- b. 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 the City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. 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 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.
- e. The contractor must promptly notify the 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 the City.

19. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

20. DRUG AND ALCOHOL TESTING

- a. The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the Texas Department of Transportation, 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 Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 on or before the date determined by the City and to submit the Management Information System (MIS) reports on or before the date determined by the City to the City Manager of the City of Waco. 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.

21. INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS

- a. In accordance with 18 U.S.C. subsection 431, no member of, or delegates to, the Congress of the United States shall be permitted to a share or part of this contract or to any benefit arising therefrom.

22. PROHIBITED INTERESTS

- a. No employee, officer, or agent of the grantee shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
 1. The employee, officer or agent;
 2. Any member of his/her immediate family;
 3. His/her partner; or
 4. An organization which employs, or is about to employ, has a financial or other interest in the firm selected for award.
- b. The grantee's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties of subagreements.

23. CONSERVATION

- a. The contractor shall recognize the 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 USC Section 6321 et seq).

24. DRUG-FREE WORKPLACE ACT

- a. The contractor certifies that it complies with the Drug-Free Workplace Act requirements through signing the Drug-Free Workplace Act Certification.

VI. TERMS AND CONDITIONS

1. RELEASE AND HOLD HARMLESS

a. INDEMNIFICATION

1. **IF THE SELECTED PROPOSER FAILS TO PROVIDE SUCH INSURANCE NAMING CITY AS ADDITIONAL INSURED, THEN THE SELECTED PROPOSER AGREES TO ASSUME FULL RESPONSIBILITY AND LIABILITY FOR THE SERVICES RENDERED UNDER THE RESULTING AGREEMENT, AND HEREBY AGREES TO INDEMNIFY, PROTECT AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, AGENTS AND SERVANTS, OF AND FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTIONS OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, PERSONS AND ANY LOSSES FOR DAMAGES TO PROPERTY CAUSED BY OR ALLEGED TO BE CAUSED, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, EITHER DIRECTLY OR INDIRECTLY OR IN CONNECTION WITH THE SERVICES TO BE RENDERED UNDER THE RESULTING CONTRACT, WHETHER OR NOT SAID CLAIMS, DEMANDS, CAUSES OF ACTIONS ARE CAUSED BY THE SOLE NEGLIGENCE OF THE CITY, ITS EMPLOYEES, AGENTS, OR SERVANTS, OR WHETHER IT WAS CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND A PARTY TO THE RESULTING AGREEMENT, OR WHETHER IT WAS CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND SOME OTHER THIRD PARTY. IF THE SELECTED PROPOSER PROVIDES THE APPROPRIATE INSURANCE NAMING CITY AS AN ADDITIONAL INSURED, THEN THIS SECTION SHALL NOT APPLY. THE SELECTED PROPOSER FURTHER AGREES TO WAIVE ANY AND ALL CLAIMS AND SUITS COVERED BY THIS INDEMNITY AGREEMENT AND AGREES THAT ANY INSURANCE CARRIER INVOLVED SHALL NOT BE ENTITLED TO SUBROGATION UNDER ANY CIRCUMSTANCES AGAINST THE CITY, IT OFFICERS, OFFICIALS, AND EMPLOYEES.**

2. TAX CERTIFICATION; OFFSET OF OTHER DEBTS AGAINST CITY

- a. Selected proposer hereby certifies that it is not delinquent in the payment of taxes owed to the City and will pay any taxes owed to the City so that such taxes will not become delinquent. If this certification is subsequently determined to be false, such false certification shall constitute grounds for termination of the contract awarded under this RFP, at the option of City. Furthermore, Selected proposer agrees the City is entitled to counterclaim and offset against any debt, claim, demand, or account owed by the City to the selected proposer, pursuant to the awarded contract, for any debt, claim, demand, or account owed to the City, including other than the taxes mentioned above. The City may withhold from payment under the awarded contract an amount equal to the total amount of debts, claims, accounts, or demands including taxes owed to the City by the selected proposer. The City may apply the amount withheld to the debts and taxes owed to the City by the selected proposer until said debts are paid in full. No assignment or transfer of such debt, claim, demand or account

after the said taxes or debts are due shall affect the right of the City to offset the taxes and the debt against the same.

3. FORCE MAJEURE

- a. In the event performance by the selected proposer of its obligations under this contract shall be interrupted or delayed by or as a consequence of a fire, flood, severe weather, or other act of God, war, insurrection, civil disturbance, or act of state, the selected proposer shall be excused from such performance for the period of time such occurrence shall have lasted or such period as is reasonably necessary to rebuild or take other action necessary to resume performance. The period of time reasonably necessary to rebuild or take other action necessary to resume performance shall be as determined by the agreement of the parties, which agreement shall be negotiated and arrived at in good faith.
- b. Vendor shall notify the RFP Administrator of any matter covered above, the occurrence of which interferes or threatens to interfere with the performance of any of its obligations under the contract. Upon such notice, the selected proposer and the City shall consult and cooperate as to measures which may be taken to overcome the interference or as to alternative measures which may be undertaken by the parties with a view to the continued performance of the contract.

4. INDEPENDENT CONTRACTOR

- a. The selected proposer will be an independent contractor under the contract. Services provided by the selected proposer shall be by the employees or authorized subcontractors of the selected proposer and subject to supervision by the selected proposer, and not as officers, employees or agents of the City. Selected proposer will be required and agrees to comply with all state and federal employment laws as well as all other federal, state and local laws, rules and regulations affecting the performance of all obligations taken herein.

5. NO JOINT ENTERPRISE/JOINT VENTURE

- a. It is not the intent of this RFP or the contract to be awarded to create a joint enterprise or joint venture.

6. SUSTAINED DAMAGES

- a. In the event the City terminates the awarded contract for breach or any other reason, the selected proposer shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the contract by the selected proposer or otherwise, and the City may withhold any payments to the selected proposer for the purpose of an offset until such time as the amount of damages due the City from the selected proposer can be determined.

7. CONFIDENTIALITY OF DOCUMENTS

- a. ALL PROPOSALS SUBMITTED WILL BE SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT.
- b. In the event a request for public information is filed with the City which involves a proposer's proprietary information submitted to the City in a proposal, the proposer affected by such public information request will be notified by the City of the request in order to give the affected proposer

an opportunity to provide correspondence to the Attorney General as to why such information should not be released. The proposer must clearly mark each page of the proposal that contains proprietary information which the proposer believes should not be disclosed in response to a request for public information.

8. SUBCONTRACTING PROPOSAL

- a. If subcontracting with another company or individual is proposed, that fact, along with providing the same information for the subcontractor that is required to be provided by the proposer under this RFP, must be provided and clearly identified in the proposal. Following the award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City.

9. MISCELLANEOUS

- a. There is no expressed or implied obligation for the City to reimburse proposers for any expenses incurred in preparing proposals to respond to this RFP.
- b. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.
- c. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether or not that proposal is selected.
- d. Each proposal shall state that it is valid for a period of ninety (90) days from the date of opening of the proposal by the City.

10. NON-NEGOTIABLE TERMS

- a. **THE FOLLOWING TERMS OR CONDITIONS ARE NOT NEGOTIABLE:**
 1. Unfunded Liability
 - i The City will not incur a debt or obligation to pay selected proposer any amounts the City does not have the current funds available to pay, unless the contract includes a provision for the City to appropriate funding for the debt or obligation.
 2. Indemnification
 - i The City will not agree to indemnify selected proposer or any third party unless the City decides on its own to set aside funds to fund the indemnification.
 3. Advance Payments
 - i The City will not make advance payments to a selected proposer or any third party pursuant to this RFP or resulting contract.
 4. Gift of Public Property
 - i The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected proposer.
 5. Procurement Laws
 - i The City will not agree to any terms or conditions that cause the City to violate any federal, Texas, or local procurement laws, including its own charter.
 6. Limitation of Liability
 - i The City will not agree to allow the selected proposer to limit its liability for breach or default of contract to the contract amount or to the amount the City has paid up to the time of the breach or default.
 7. Attorney's fees; Legal Costs

- i The City will not agree to pay the selected proposer's attorney's fees or other legal costs under any circumstances.
- 8. Venue; Applicable Law
 - i This RFP and any resulting contract will be governed and construed according to the laws of the State of Texas. The terms and conditions of the contract awarded pursuant to the RFP are fully performable in McLennan County, Texas and venue for any dispute regarding contract shall be in McLennan County, Texas.

PROPOSAL DOCUMENT SECTION

AUTHORIZED SIGNATURE PAGE

The undersigned agrees, if this offer is accepted within 90 calendar days after date of opening, to fully comply in strict accordance with the information provided in response to the Request For Proposal.

Firm:_____

Authorized Signature:_____

Printed Name:_____

Title:_____

Telephone:_____

Fax:_____

E-mail:_____

Date:_____

DRUG-FREE WORK PLACE ACT CERTIFICATION

1. The contractor certifies that it will provide a drug-free work place by:
 - (a) Publishing a statement notifying employees that unlawfully manufacturing, distributing, possessing or using a controlled substance in the contractor's work place is prohibited and specifying the actions that will be taken against employees for violation of such prohibition.
 - (b) Establishing a drug-free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the work place;
 - (2) the contractor's policy of maintaining a drug-free work place;
 - (3) any drug counseling, rehabilitation, and employee assistance programs that are available; and
 - (4) the penalties that may be imposed upon employees for drug abuse violations in the work place.
 - (c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a).
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.
 - (e) Notifying the City of Waco within ten (10) days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
 - (f) Taking one of the following actions within thirty (30) days of receiving notice under subparagraph (d)(2) with respect to any employee so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 - (g) Making a good faith effort to continue to maintain a drug free work place through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The contractor's headquarters is located at the following address. The addresses of all other work places maintained by the contractor are provided on the accompanying list.

Name of Contractor: _____

Street Address: _____

City: _____ County: _____

State: _____ Zip Code: _____

SIGNED BY: _____ **Date Signed:** _____

Print Or Type Name And Title: _____

REQUIREMENTS FOR CORPORATION

When an instrument is signed on behalf of a corporation, documentation must be submitted that states the person signing on behalf of the corporation has the authority to do so. That documentation may be in the form of a resolution approved by the Board of Directors, charter provisions, or by-laws.

If a corporation has a document authorizing one or more individuals to enter into contracts or execute and delivery any instrument in the name of the corporation that it may deem necessary for carrying on the business of the corporation, a certified copy of that document may be submitted. The secretary of the corporation must certify that the submitted document is a true and correct copy of the resolution and has not been revoked, amended, or altered and is still in full force and effect. (A certification form is presented below for your convenience.)

If a corporation does not have such a document authorizing someone to enter into a contract on behalf of the corporation, a resolution form is attached for your convenience.

CERTIFICATION

I, _____, certify that the attached
(Secretary of Corporation)

resolution was adopted by the Board of Directors of _____
(Corporation)

_____ at a meeting on the ____ day of _____, 20____,

and has not been revoked, altered, or amended and is still in full force and effect.

(Signature)

(Print Name), Secretary

RESOLUTION

BE IT RESOLVED by the Board of Directors of _____

_____ that
(Name of Corporation)

_____ is hereby authorized to execute a contract
(Name)

with the City of Waco to complete/construct _____

(Name of Project, Project No.)

_____, Secretary, is authorized to attest the
signature binding the corporation.

Corporate Name

(Corporate Seal)

By: _____

Title: _____

ATTEST:

Secretary of Corporation

CERTIFICATION

I, _____, certify that the above resolution
(Secretary of Corporation)

was adopted by the Board of Directors of _____
(Corporation)

at a meeting on the _____ day of _____, 20__.

(Signature)

(Print Name), (Secretary)

MINORITY/WOMEN OWNED BUSINESS CERTIFICATION

**CITY OF WACO
Purchasing Services**

The City of Waco is committed to assuring that all businesses are given prompt, courteous, and equal opportunity to provide goods and services to the City. To achieve this goal, the City Council requests the minority women owned status of each vendor on the City vendor list.

Definition: A Disadvantaged Minority and Woman owned Business Enterprise means a business concern owned and controlled by socially and economically disadvantaged individuals. This means any business concern that a) is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of publicly owned businesses, at least 51% of the stock which is owned by one or more socially or economically disadvantaged individuals; and b) whose management and daily operations are controlled by one or more other socially and economically disadvantaged individuals who own it. The groups included in this program are Black Americans, Hispanic Americans, Women, Asian Pacific Americans, and Native Americans.

Certification: Bidder/proposer declares a minority and/or women owned business status:

____ YES ____ NO

If yes, check one of the blocks (indicate male or female):

Black M/F____; Hispanic M/F____; Woman____; Asian M/F____;

Native American M/F_____.

COMPANY NAME:_____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

INSTRUCTIONS FOR COMPLETING CONFLICTS OF INTEREST QUESTIONNAIRE

H.B. 914, passed during the 2005 Texas legislative session, as amended by H.B. 1491 passed in 2007, requires certain persons who wish to conduct business or be considered for business with a city to file a “conflict of interest questionnaire.” The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (FORM CIQ). These laws are codified in Chap. 176 of the Texas Local Government Code.

What vendors/persons are subject to Chapter 176?

- The word “person” includes a partnership, corporation or other corporate body, including those performing professional services. Such partnerships or corporations act through individuals, but it is the partnership or corporation that would be seeking to do business with the city.
- Any “person” who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- A vendor shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer that results in taxable income exceeding \$2,500 during the 12 month period preceding the date a contract is executed or a contract is being considered; or
 - (2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value of more than \$250 in the 12 month period preceding the date a contract is executed or a contract is being considered

What triggers the requirement to file a “conflict of interest questionnaire”?

When a person begins (1) contract discussions or negotiations with the city or (2) submits an application, response to request for proposals or bids, correspondence, or another writing related to a potential agreement, Form CIQ must be completed. Whether the person initiates the discussion or the city initiates the discussions, Form CIQ must be completed. Even if the vendor has no affiliation or business relationship with an officer or employee of the city, Form CIQ must be completed and submitted

To what type of contracts does the bill apply?

Any written contract and any implied contract, such as purchase orders, procurement card purchases, utility purchases, or any exchange of money or other consideration for some service or property. The monetary amount or value of the contract/purchase does not matter.

When must a vendor file the conflict of interest questionnaire?

No later than seven days after the date the person: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment relationship with a local government officer or family member of the officer, or (d) becomes aware of a qualifying gift..

What has to be revealed?

Section 176.006 requires disclosure of a person’s employment or business relationships. This includes each employment or business relationship with a corporation or other business entity with respect to which a local government officer services as an officer or director or holds an ownership interest of 10% or more.

How do I go about filling out the Conflict of Interest Questionnaire form?

[Each number below corresponds with the number on FORM CIQ:]

1. Fill in the full name of the person who is trying to do business with the City. If the person is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ.
2. Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Waco or begins contract discussions or negotiations with the City.
3. Complete this Section by listing the name of the local government officer (member of City Council or City Manager) with whom there is an affiliation to or business relationship and you checked the "Yes" box in Section 3 A, B, or C. If there is more than one local government officer (City Council or City Manager) with whom there is an affiliation or business relationship, more than one page two may be needed to provide information on each local government officer.
4. State whether the local government officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.
5. State whether the filer receives or is likely to receive taxable income, other than investment income, from or at the direction of the local government officer named on the form AND the taxable income is not received from the local governmental entity.
6. State whether the filer is employed by a corporation or other business entity with which the local government officer serves as an officer or director or holds an ownership interest of 10% or more.
7. Describe each employment or business relationship with the local government officer named on the form.
8. Signature box. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.
9. **Chapter 176 of the Texas Local Government Code can be accessed at <http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>**

A signature is required in box #4 regardless of any other entry on the form.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1. Name of person doing business with local governmental entity.

RFB / RFP / Contract #

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 the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with governmental entity

Date Signed

**INSTRUCTIONS FOR COMPLETING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant (BIDDER/PROPOSER/ SUBRECIPIENT) is providing the certification.
2. The certifications in this clause are 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 (BIDDER/PROPOSER/ SUBRECIPIENT) knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) shall provide immediate written notice to the person to whom this bid/proposal is submitted if at any time the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) 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 is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction, "without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that 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 Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



Purchasing Department

Post Office Box 2570
Waco, Texas 76702-2570
254 / 750-8060
Fax: 254 / 750-8063
www.waco-texas.com

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

Project Name: _____
Location: _____
RFB/RFP #: _____

TO: CITY OF WACO
GENERAL SERVICES
P.O. BOX 2570
WACO, TX 76702-2570

This certification is required or may be required by the regulations implementing Executive Order 12549. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). For further assistance in obtaining a copy of the regulations, contact the City of Waco Purchasing Department.

READ INSTRUCTIONS BEFORE COMPLETING CERTIFICATION

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

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

Company

Name and Title of Authorized Representative

Signature

Date

LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your bid/proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One YES NO

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of Waco or any other Federal, State or Local Government, or Private Entity?

Circle One YES NO

3. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of Waco or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One YES NO

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your bid/proposal.

BID AND PROPOSAL PROTEST PROCEDURE

Adopted October 12, 2004

1. Any actual or prospective bidder or proposer who believes they are injured as a result of a bid or proposal posted by the City of Waco may file a protest. Only written protests may be considered. A written protest includes a protest sent by email or facsimile to the purchasing services department of the city.
2. The protest must be in writing and delivered to the purchasing services department of the City of Waco. The protest may be delivered in person to the department offices located at **1415 N. 4th St., Waco, Texas, 76707**, or by certified mail, return receipt requested, to the following address:

Purchasing Services

c/o City of Waco

Post Office Box 2570

Waco, Texas 76702-2570

3. The department must receive the written protest within five (5) business days from the date of receipt of notification of city staff's bid/proposal award recommendation being submitted to the Waco City Council for award.
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) any documentation or other evidence supporting the protest.
5. The purchasing services department, in necessary conjunction with the department responsible for the bid or proposal solicitation, will attempt to resolve the protest, including, at the purchasing services director'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 assistant city manager.
6. If the purchasing services department is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the city manager or designee assistant city manager.
7. A request for the city manager's review must be in writing and received by the purchasing services department within three (3) business days from the date the purchasing services department informs the protesting party the protest cannot be resolved. The request for review must be delivered in person to the purchasing services department at the address stated above or by certified mail, return receipt requested, to the mailing address stated above.
8. 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.
9. Applicable documentation and other information applying to the protest may be submitted by the protesting party to the purchasing services department before review by the city manager. If the protesting party requests a review by the city manager, such documentation will be forwarded to the city manager or designee assistant city manager for consideration. The city manager or designee assistant city manager may likewise notify the protesting party or any city department to provide additional information.

The decision reached by the city manager or designee assistant city manager will be final, but the protesting party may still appear before the city council during the hearing of the visitors session.

APPENDIX A – LIST OF PERSONS PROPOSERS MAY NOT CONTACT

Chair: The Honorable Randy Riggs.....Council Member, City of Waco

Vice-Chair: Mr. Jed Walker, P.E.....Chair - City of Waco Transportation Committee, Walker Partners

Members

Mr. Keith Bond.....Public Works Director, City of Lacy-Lakeview

The Honorable Jim Bush.....Mayor, City of Waco

Mr. Robert Cervenka.....City Manager, City of Robinson

The Honorable Malcolm Duncan, Jr....Council Member, City of Waco

Dr. William R. Falco.....Director, Planning Services, City of Waco

Mr. Larry D. Groth, P.E.....City Manager, City of Waco

The Honorable Jim Jaska.....Mayor, City of Ross

The Honorable Francisco Leos.....Mayor Protem, City of McGregor

The Honorable Jim Lewis.....County Judge, McLennan County

The Honorable Joe Mashek.....County Commissioner, Pct. 3, McLennan County

Mr. Adam Miles.....City Manager, City of Hewitt

The Honorable Alice Rodriguez.....Council Member, City of Waco

Mr. Richard J. Skopik, P.E.....District Engineer, Texas Dept of Transportation

The Honorable Kevin Wilson.....Mayor, City of Bellmead

Mr. Yousry Zakhary.....City Manager, City of Woodway

Ex-Officio Members

The Honorable Charles "Doc" Anderson State of Texas House of Representatives

The Honorable Kip Averitt.....State of Texas Senator

The Honorable Marva Beck*.....State of Texas House of Representatives

The Honorable John Comyn.....United States Senator

The Honorable Bill Flores*.....United States Congressman

The Honorable Kay B. Hutchison.....United States Senator

Ms. Barbara Maley, AICP.....Federal Highway Administration, Texas Division

Mr. Tony Ogboli.....Federal Transit Administration

*Pending Oath of Office

City Council Members:

Hon. Jim Bush Mayor

Hon. Wilbert Austin, Sr. District 1

Hon. Alice Rodriguez District 2

Hon. Randy Riggs District 3

Hon. Toni Herbert District 4

Hon. Malcolm Duncan District 5

APPENDIX B - PROPOSER'S QUALIFICATIONS QUESTIONNAIRE

INSTRUCTIONS: Proposers are to provide all information requested in the format below. Attach additional sheets if needed.

1. Proposer's Official/Legal Name:

2. Legal Address:

Local Address, If Appropriate

3. Give the name, title, telephone number, and address of the individual who is the proposer's point of contact for this RFP.

4. The proposer shall delete the inapplicable word or words:

The proposer is (is not) owned or controlled by a parent company. If the proposer is owned or controlled by a parent company, enter the name and address of the parent company:

Parent Company's Official/Legal Name:

Parent Company's Legal Address

5. The proposer represents that it operates as the following type of business organization: (check whichever applies and fill in any appropriate blanks)

_____ an individual proprietorship

_____ a general partnership

_____ a limited partnership

_____ a joint venture consisting of _____, and _____, and _____
_____. (List joint ventures on a separate sheet if this space is inadequate.)

_____ a non-profit organization

_____ a corporation incorporated under the laws of _____

6. How long has the Proposer been in business? _____

7. List below the names, business address, titles, and telephone numbers of the following people; if a corporation, of the president, executive officers, and any other officers directly responsible for this proposal; if a partnership, of the partners directly responsible for this proposal; or, if another form of business entity, of the principals directly responsible for this proposal.

Name	Address	Title	Tel. No.
------	---------	-------	----------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

8. Give the Proposer's financial references, for example, financial statements and/or bank references.

9. Number of employees: _____

10. The proposer is required to list client references for which the City of Waco and the Waco MPO may view similar consulting work:

Reference's Business Name & Address	Contact Tel. No.	Project	Dates of Work
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A.

B.

C.

D.

E.

11. Describe any contractual obligations which might have an influence on the capabilities of the Proposer to perform the work/services called for by this RFP.
If none, state "None".

12. Provide a list of current contracts showing the issuing organization, amount, type of work, and percentage completed.

13. If the Proposer intends to use the services of a subcontractor or free-lance proposer to perform any task(s) requested in this RFP or assist with any of the required work, list the name, address, and principal contact person at the proposed firm. Also list the type and amount, as a percentage of the total contract, of work anticipated to be performed by this firm/organization and if the firm/organization qualifies as a Disadvantaged Business enterprise. Use additional space if necessary.

Company

Name: _____

Contact: _____

Legal

Address: _____

Local Address if

Appropriate: _____

Qualified D.B.E. (yes or no): _____

Proposed percentage of contract: _____

14. The proposer is required to submit the certification found within Appendix E certifying whether it or any intended subcontractors qualifies as a Disadvantaged Minority and/or Woman owned Business Enterprise.
15. This section should include a description of the firm's qualifications for performing the proposed work. This description is to be limited to no more than 2 pages.
16. A brief description of the firm's most recent or applicable thoroughfare plan contracts shall be provided. For each project, a client contact name and telephone number (may be the same as in question #10) should be included for reference purposes. Additionally, the names of the personnel proposed for this RFP that participated in the previous contracts listed should be noted. This project list shall be limited to no more than 5 pages.
17. Proposer's Certification

A Proposer will not be eligible for award of a contract under this RFP unless and until such Proposer has submitted the Certification regarding Debarment, which will be deemed a part of the resulting contract.