NORTEX REGIONAL PLANNING COMMISSION

5-YEAR PUBLIC TRANSIT-HUMAN SERVICES TRANSPORTATION PLAN CONSULTANT SERVICES

REQUEST FOR PROPOSALS (RFP)

RFP NO. 01-123020

DATE ISSUED: NOVEMBER 20, 2020

DUE DATE: DECEMBER 31, 2020

NORTEX REGIONALLY COORDINATED TRANSPORTATION
PLANNING COMMITTEE (NRCTPC)
ATTN: MR. JOE GAMBILL
4309 JACKSBORO HWY.
P.O. BOX 5144
WICHITA FALLS, TX 76307

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1. INTRODUCTION

Elected Officials comprise the Governing Body of the Commission. Formed January 27, 1966 by Archer, Clay and Wichita Counties. The Nortex Regionally Coordinated Transportation Planning Committee (NRCTPC) is the regional transportation planning organization for the State Planning Area #3 which includes eleven counties (Archer, Baylor, Clay, Cottle, Foard, Hardeman, Jack, Montague, Wichita, Wilbarger and Young.) NRCTPC works with local, state, and federal governments, the private sector, stakeholders, and the region's citizens to plan and coordinate public transportations services designed to move people affordably, efficiently, and safely throughout the region. NRCTPC has served as the regional public transportation planning services since 2006.

The importance of real, comprehensive and continuous public involvement throughout this process cannot be underscored enough. Transportation issues have emerged as a principle concern of citizens throughout the region. The update, make improvement to, develop the Plan is an opportunity to allow input into problems as well as provide a forum to identify trade-offs for tough choices. Furthermore, special attention must be given to extend outreach efforts to low-income, minority and limited English-speaking communities.

2. BACKGROUND

The purpose of regionally coordinated transportation planning is to plan for a more efficient and effective network of public transportation services for people in Texas so that people can get to destinations as desired. As part of this locally-driven process, stakeholders in communities across Texas came together to develop five-year public transit-human services transportation plans for their respective parts of the state following inventories of transportation resources, comprehensive needs assessments and gap analyses in each region. These regional plans address transportation needs for a cross-section of people in the state, including these priority population groups:

- Individuals with disabilities
- Individuals 65 and older
- People with low incomes
- Individuals with limited English proficiency
- Children
- Veterans
- People lacking transportation to and from employment
- Members of the general public

The lead agency for each region engaged these groups in the development and adoption of each plan. The process to develop and adopt these five-year plans engaged other stakeholders, too including urban and rural transportation providers, metropolitan planning organizations, regional planning commissions/councils of government, workforce development, health and human services providers, cities, counties, and institutions of higher learning. Each of the state's 24 planning regions has an adopted five-year public transit-human services transportation plan.

Texas Department of Transportation (TxDOT's) 2020 Coordinated Call for Projects is to assist planning regions in Texas in developing, adopting and implementing a five-year public transit-human services transportation plan.

The Nortex Regionally Coordinated Transportation Planning Committee (NRCTPC) seeks professional consulting firms to update, make improvement to, develop the 2022-2026 Public Transit-Human Services Transportation Plan.

TxDOT Requirements and Specifications
2022-2026 completed Plan and contents should encompass the following:

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

2. TRANSPORTATION RESOURCES IN THE REGION. This section shall include a list and narrative description of:
   - Transportation providers derived from a current, comprehensive inventory of providers including those offering public fixed route and demand-response services, and those offering services through private, non-profit, community-based organizations, health and human services agencies, work force agencies, and others.
   - All agencies responsible for transportation planning in the region.

3. COMPREHENSIVE ASSESSMENT OF THE PUBLIC'S UNMET TRANSPORTATION NEEDS, ASSESSMENT OF OVERLAPS & GAPS IN THE DELIVERY OF TRANSPORTATION SERVICES & GAP ANALYSIS. This section shall be based on a current, comprehensive regional needs assessment and gap analysis and include a narrative description with supporting data explaining the region's unmet needs and inefficiencies based on findings from this needs assessment. This section shall include:
   - Geographic data
   - Demographic data on overall population, age, race, income, persons with disabilities, persons with limited English proficiency, and other data to indicate need for transportation services.
   - A list and narrative description of all health and human services agencies and programs, and work force agencies, and contact information derived from a current, comprehensive inventory of such agencies.
   - Assessment of transportation overlaps and gaps in services including unmet transportation needs of individuals with disabilities, individuals 65 and older, people with low incomes, individuals with limited English proficiency, children, veterans, people lacking transportation to and from employment and other members of the public.
   - A description of the research methodology, observations/findings and recommendations.
   - Research instruments.

4. PLANNING FOR COMPREHENSIVE SERVICES. This section shall describe how this five-year plan integrates services of various programs including:
   - Section 5310 (Enhanced Mobility of Seniors and Individuals and Individuals with Disabilities) program and other FTA-funded programs.
   - Health and human services programs
   - Work force programs
   - Other

5. INTEGRATED PLANNING PROCESSES. This section shall describe how this five-year public transit-human services transportation plan will align or integrate with other metropolitan, rural, and statewide transportation plans, as appropriate. This section shall include a:
   - Comprehensive list and narrative description of various planning processes concerning transportation needs and/or services conducted in the planning region such as those led by metropolitan planning organizations (MPOs), rural planning organizations (RPOs), other transportation agencies, work force agencies, health and human services agencies, and others.
   - Explanation of how these plans are or will be integrated.

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

7. SUSTAIN PLANNING & IMPLEMENT PLAN. This section shall describe the planning region's capacity to sustain regional transportation planning activities and to implement or "work the plan" once it is developed and approved. This shall include a description of:
   - Organizational infrastructure, staff capacity, and plans for leveraging resources to conduct and pay for activities and projects to achieve identified priorities;
   - How NRCTPC will regularly and meaningfully engage regional stakeholders including individuals with disabilities, individuals 65 and older, people with low incomes, veterans, advocates for children, and other members of the public;

8. PERFORMANCE MEASURES TO EVALUATE EFFECTIVENESS. This section shall list and describe specific, locally-determined metrics for each identified gap in transportation service (or for each priority identified in the plan). Each metric shall objectively measure the extent to which each priority was met or gap filled. This section shall describe how NRCTPC will collect, maintain and assess this data. In addition, this section shall describe how NRCTPC will collect, maintain and provide data on statewide performance measures to the Texas Department of Transportation which will collect common data elements statewide. The statewide performance metrics are listed on page 21 of the Regionally Coordinated Transportation Planning Guidebook.'

3. RFP TIMELINE

SUBJECT: Nortex Regional Planning Commission (Nortex) 2022-2026 Public Transit-Human Services Transportation Plan.

PURPOSE: Nortex seeks proposals in response to this Request for Proposals for professional consulting firms to update, make improvement to, develop the 2022-2026 Public Transit-Human Services Transportation Plan.

STATEMENT OF WORK: See Specifics Under Statement of Work

SCHEDULE:

- **November 20, 2020** Release of RFP. RFP is available via Nortex' website at: http://nortexrpc.org/default.htm
- **December 1, 2020** Deadline for Questions by 5:00 PM CST, Questions will be accepted via email to the attention of:

  Mr. Joe Gambill
  Email: Jgambill@Nortexrpc.Org

- **December 31, 2020** Proposals due by 5:00 PM CST. All proposals must be submitted electronically and e-mailed to the attention of:

  Mr. Joe Gambill
  Email: Jgambill@Nortexrpc.Org

- **January 1-15, 2021** Review of proposals, scoring and selection
- **January 21, 2021** Anticipated Board notification
- **February 1, 2021** Contract begins, anticipated

COST LIABILITY: All costs incurred in the submission of proposals or in making necessary studies, designs, or benchmarks of estimates for the preparation of the proposals are the sole responsibility of the Consultant.

Note: Nortex reserves the right to amend and/or change this schedule at their discretion. It is the Proposers' responsibility to visit the Nortex website regularly at http://nortexrpc.org/default.htm for any updated information on this project.

4. PUBLIC NOTICE

PUBLIC NOTICE 01-123020

REQUEST FOR PROPOSAL (RFP)

Notice is hereby given that Nortex Regional Planning Commission (Nortex) is receiving proposals for the following procurement until **5:00 PM CST, December 31, 2020,** for the following:

PROFESSIONAL CONSULTING FIRM TO UPDATE, MAKE IMPROVEMENT TO, DEVELOP THE 2022-2026 PUBLIC TRANSIT-HUMAN SERVICES TRANSPORTATION PLAN.

Proposal documents are available at: http://nortexrpc.org/default.htm. Only complete documents sets will be issued. Proposers are notified this is the only authorized source of proposal documents in order to ensure an accurate record of proposers for addenda notification purposes. All proposers will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

All proposals and related documents shall be subject to a financial assistance contract between Nortex and the Federal Transit Administration will apply. All proposers will be required to certify they are not on Texas Department of Transportation and Texas Comptroller list of debarred contractors.

Questions will be accepted via email to the attention of:

Mr. Joe Gambill
Nortex Regional Planning Commission
Email: Jgambill@Nortexrpc.Org

5. INSTRUCTIONS TO PROPOSERS

5.1 General

The following instructions by Nortex are intended to afford proposers an equal opportunity to participate in Nortex' contracts.

5.2 Explanations

Any explanation desired by a proposer regarding the meaning or interpretation of these Instructions or any other documents must be requested in writing to Nortex with sufficient time allowed for a reply to reach Proposers before the submission of their proposals. Oral explanations or instructions will not be binding.

Any information given to a prospective proposer concerning a Request for Proposals will be furnished to all prospective Proposers as an amendment to the request if such information is necessary to Proposers on the request or if the lack of such information would be prejudicial to uninformed Proposers.

5.3 Specifications

Proposes are expected to examine the standard provisions, and all instructions. Failure to do so will be at the proposer's risk. Any information submitted on other than authorized forms or with different terms or provisions may not be considered as a responsive statement.

The apparent silence of the specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made on the basis of this statement.

5.4 Requirements and Information

Proposers should submit one (1) original proposal in electronic format (.pdf on a standard format USB drive) and three (3) print copies for initial evaluation purposes. In the event that the Proposal is considered for further evaluation, additional print copies may be requested. Maximum page counts have been provided for each section and will be strictly adhered to. Proposals containing page counts in excess of that allowed may be determined to be unresponsive.

5.5 Proposal Format

The Proposal will provide, in the following order, required information in order to demonstrate that the company has the understanding, experience, knowledge, personnel and equipment needed to successfully complete its services. The proposal will be limited to 30 pages, single sided, minimum 11-point font.

The required submittals are:

5.5.1 Cover Letter (maximum of 1 page):

Provide a cover letter introducing your firm and proposal. Letterhead should indicate the address of the performing office.

5.5.2 Services Questionnaire (Attachment A)

5.5.2.1 Project Understanding:

Present your understanding of the Project and the scope of the services required. Include how your firm provides Project Services in the Statement of Work.

5.5.2.2 Qualifications, Experience and Competence:

5.5.2.2.1 Company Overview

Provide an overview of the company detailing the total number and discipline breakdown of professional staff, their professional credentials and the history of the company.

5.5.2.2.2 Project Organization

Provide an organization chart. Identify roles and responsibilities, reporting relationships and use of subconsultants. Identify whether project management services will be self-performed or utilize subconsultants.

5.5.2.2.3 Key Personnel

Provide a detailed resume for the Project Manager candidate and supporting professionals who will be performing the services. Resumes should include years of experience, summary relevant experience, education, professional registrations & certifications and awards / industry recognition.

5.5.2.3 Record of Performance

Provide a maximum of 5 project profiles. For each project include, the client name, project name, project location and summary of services performed. Provide Owner references for three (3) of the projects, including name, title, and phone number.

5.6 Evaluation Criteria

NRCTPC will use a subset of the Committee as the review and selection committee for this plan. This committee will consist of the Lead Agency, Director of the MPO and staff and Wichita Falls Public Transportation Administrator, all of which are board members. The Lead Agency will prepare the shortlist of consultants and/or firms for interview based on the consultant rankings received from the selection committee. The selection committee will evaluate the proposals on the following criteria:

1. Project Understanding (50 pts.)
   Understanding the study area, proposed project approach and methodology, usefulness of proposed products and extra services provided.

2. Qualifications, Experience and Competence (30 pts.)

3. Record of Performance (20 pts.)
   Record of performance in conducting similar projects for other clients.

5.7 Submission Requirements

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of all the terms and conditions hereinafter set forth in the RFP unless otherwise expressly stated in the proposal.

5.7.1 Submission Documents

In order to receive consideration by Nortex, the following documents must be signed and returned for it to be considered responsive:

1. Services Questionnaire (Attachment A),
2. References (Attachment B),
3. Certification Form (Attachment C),
4. Restriction of Lobbying Certification Form (Attachment D),
5. Debarment And Suspension Certification Form (Attachment E),
6. TxDOT Form PTN-130 (Attachment F)
7. Other relevant information, as desired by the firm (Appendix A)

5.7.2 Selection Process

Those proposers who receive the top scores shall be invited answer addition to the Selection Committee. The Selection Committee shall make the final ranking based upon the submitted proposals and the presentations. Nortex shall arrange the time and place and inform all proposers.

ANTICIPATED SELECTION SCHEDULE

The following timetable is anticipated and may change at Nortex' discretion:

- **January 1-15, 2021** Review of proposals, scoring and selection
- **January 21, 2021** Anticipated Board notification
- **February 1, 2021** Contract begins, anticipated

5.8 Award of Contract

The proposer to whom the contract is awarded shall be required to enter into a written contract with Nortex in a form approved by Nortex. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract. The selected Contractor is tentatively to begin full service beginning February 1, 2021. The term of the contract shall initially be for a five-year period as agreed upon by both Nortex and the Contractor.

5.9 Limitations

Notwithstanding any other provision of the RFP, Nortex reserves the right to reject all proposals and to waive any informality in a proposal when to do so would be to the advantage of Nortex. The proposer understands and agrees that Nortex will have no financial responsibility for any costs incurred by the proposer in responding to this RFP.

5.10 Proposal Interpretations and Addenda

Any change to or interpretation of the RFP will be posted in an appropriate location on the Nortex' website and any such changes or interpretations shall become a part of said RFP and may be incorporated into any contract awarded.

5.11 Conflict of Interest

5.11.1 Definition

"A conflict of interest exists wherever an individual could benefit directly or indirectly from access to information or from a decision over which they may have influence. This also includes a perceived conflict where someone might reasonably perceive there to be such benefit and influence. A conflict of interest occurs when a staff member or consultant attempts to promote a private or personal interest that results in an interference with the objective exercise of their job responsibilities, or gains any advantage by virtue of his/her position. Conflicts of interest may be real, potential or perceived."

5.11.2 Respondent Disclosure

The respondent should disclose conflicts of interest, in writing, to the review and selection committee who will consider the nature of the respondent's responsibilities and the degree of potential or apparent conflict in deciding the course of action that the respondent needs to take to remedy the conflict of interest.

5.12 Execution of Proposals

If the proposer is a partnership, the proposal must be signed in the name of the partnership by a general partner thereof. If the proposer is a corporation, the proposal must be signed on behalf of the corporation by an authorized officer of the corporation. All signatures must be original and in ink on at least one copy of the proposal that shall be submitted to Nortex.

5.13 Terms of Withdrawal

All proposals shall be firm offers and may not be withdrawn for a period of ninety (90) days following the deadline date for submission of proposals noted herein.

5.14 Negotiations

In the event Nortex accepts a proposal, an agreement may be awarded to the proposer who has submitted the proposal deemed to be in the best interest of Nortex. Nortex reserves the right to negotiate the final terms of the agreement with one or more of the highest-rated, responsible proposers. Nortex may require such proposers to participate in negotiations and to submit such price, technical or other revisions of their proposals as may result from negotiations. Terms and conditions negotiated with the selected Contractor are subject to final approval by Nortex.

5.15 Disposition of Proposals

All proposals submitted in response to this RFP shall become the property of Nortex as a matter of public record. The proposer must identify, in writing, all copyrighted material, trade secrets or other proprietary information that it claims is exempt from disclosure under the Texas Public Records Act. Any proposer claiming such an

exemption must also state in its proposal that the proposer agrees to defend any action brought against Nortex for its refusal to disclose such material, trade secrets or other proprietary information to any party making a request therefore. Any proposer who fails to include such a statement should be deemed to have waived its right to an exemption from disclosure as provided by said Act.

5.16 Proposal Protest Procedure

In the event that a PROPOSER desires to protest any procedure, the PROPOSER should present such protest, in writing, to the Nortex Executive Director within five (5) business days following the Statement of Qualifications due date. The protest shall state the name and address of the protestor, refer to the project number and description of the RFP, and contain a statement of the grounds for protest and any supporting documentation. For federally assisted contracts, certain additional protest procedures apply and may be found in the Supplemental Conditions contained within the RFP.

6. STATEMENT OF WORK

6.1 Introduction

The following tasks will ensure sound direction, communication, and coordination during the course of the work authorization between the NRCTPC and the Consultant. The Consultant will develop a Project Management Plan that will ensure management and coordination of all activities to ensure the project completes on schedule. The project must be completed, accepted, approved and submitted to TxDOT-PTN no later than February 13, 2022.

6.2 Project Statement of Services

The respondent selected to perform the plan will provide the services and products outlined in the Statement of Work below:

6.2.1 TASK 1 – Project Management and Quality Assurance

6.2.1.1 Project Coordination

The Lead Agency will be responsible for directing and coordinating all Consultant activities with the NRCTPC. The Consultant will be responsible for the coordination of any work performed by sub-consultants.

6.2.1.2 Project Schedule

The Consultant will prepare and maintain a master Project Schedule for completing the work. The Consultant will submit the schedule to NRCTPC for review and approval. This schedule will indicate Tasks and Sub-Tasks with critical dates, milestones, deliverables, and NRCTPC reviews. As necessary, the Consultant will update the Project Schedule to address any deviations from the original project schedule.

6.2.1.3 Progress Meetings

The Consultant will schedule and conduct a progress meeting every quarterly (minimum) with NRCTPC to review the progress of the work. The Consultant will coordinate with the Lead Agency to determine the location and time of each of these meetings. The Consultant will attend one (1) kickoff meeting. The NRCTPC will participate in the progress meetings as needed and determined by the Lead Agency.

6.2.1.4 Progress Reports (quarterly)

The Consultant will prepare and submit quarterly progress reports to the NRCTPC, detailing ongoing and completed tasks during the preceding quarter. The progress reports will include current schedule status. The Consultant will submit the progress report via email within the first week of each quarter.

6.2.1.5 Progress Reports (monthly)

The Consultant will prepare and submit to the Lead Agency a monthly email progress reports, detailing tasks ongoing/completed during the preceding monthly, and proposed tasks for the following monthly. These

progress reports will include items of concern including issues that may potentially delay work. The Consultant will submit these reports via email to the Lead Agency on the first Monday of each month.

6.2.1.6 Correspondence

The Consultant will route all correspondence for outside distribution through the Lead Agency for review and comment. A master correspondence file will be established and kept by the Lead Agency including outgoing copies and incoming original documents. The Consultant will use Microsoft Office formats or other common formats such as Adobe Acrobat for all correspondence.

6.2.1.7 Invoicing

The Consultant will review and validate sub-consultant invoices prior to submitting Consultant invoices to NRCTPC as support for work done by the Consultant. The Consultant will attach a copy of the corresponding progress report to each invoice for submission to NRCTPC. The Consultant will invoice NRCTPC on a quarterly basis.

6.2.1.8 Quality Assurance/Quality Control (QA/QC)

The Consultant will implement a quality control program internally, and with the sub-consultants, to ensure accuracy and completeness and that the work completes in accordance with this agreement. Upon request, the Consultant will provide NRCTPC and the Lead Agency a copy of the Quality Control documents showing comments, corrections, and changes made.

6.2.2 TASK 2 – Demographics and Analysis

6.2.2.1 Identify and Define Public Transit Corridors

The Consultant will use existing Wichita Falls Transit System (WFTS), Sharp Lines Rural Public Transportation, and Texoma Area Paratransit System (TAPS) route maps to identify and define all of the public transit corridors within the regional boundary. This will help match potential riders with the location of commonly needed facilities or services.

6.2.2.2 Identify Transportation Resource Inventory

The Consultant will identify all agencies responsible for transportation planning in the region as well as a thorough listing of transportation providers, including public, private, non-profit, community-based, health and human services, and workforce agencies.

6.2.2.3 Identify Needs Assessment and Gap Analysis

The Consultant will identify unmet transportation needs in the region that are relevant and strategic. A transportation needs index (TNI) may be used to determine the areas within a region with the highest transportation need based on economic and sociodemographic analysis.

6.2.2.4 Identify Employment Along Public Transit Corridors

The Consultant should identify employment sites that need or use public transit services. The Consultant should look for ways to match public transit with employment centers. Planning for public transportation must include consideration of where major employment centers are located or planned, so that public transit services can connect to job centers.

6.2.2.5 Identify Daily Activities and Services

The Consultant should identify the need to expand and/or improve transportation services for persons needing to get to and from health care appointments, daily activities, places of employment, and schools as evident in the assessment of the priority populations.

6.2.2.6 Identify Needs to Coordination and Collaboration

The Consultant should identify any need to coordinate Public Transportation Services within the region, inter-regionally, and among border regions, with traditional and nontraditional providers.

6.2.2.7 Identify Needs to Improve Connectivity and Access

The Consultant should identify the need for and ways to accomplish transportation coordination efforts with new destinations where there is a demand for inter-regional connectivity and establish reliable connections with other public transportation services.

6.2.2.8 Identify Needs to Improve Outreach and Marketing

The Consultant should identify opportunities to increase outreach and marketing of Public Transportation Services within the region. Any recommendations should include a methodology to improve a greater user experience and a skillset to access and use public transportation services.

6.2.3 TASK 3 – Final Analysis and Recommendations

6.2.3.1 Draft Final Plan

The consultant will prepare a draft final plan documenting the results, analyses, conclusions, and recommendations for presentation to the NRCTPC and the Lead Agency for their review and approval.

6.2.3.2 Final Plan

Prepare the final plan. The final plan will address all comments and corrections requested by the NRCTPC oversight committee.

6.2.3.3 Print Copies for NRCTPC Approval

Following the NRCTPC approval, print 10 copies of the final Nortex Public Transportation Plan 2022-2026 for presentation to Nortex Regional Planning Commission, Regional Public Transportation Providers and TxDOT Public Transportation Division. All sets shall be typed on 8 ½" X 11" paper and bound. All exhibits on larger paper shall be folded and

referenced in the text.

6.2.3.4 Electronic Media

The final report, plan, and executive summary are required to be on electronic media for future reproduction.

7. STANDARD SERVICE TERMS AND CONDITIONS

7.1 Service Standards

Contractor shall perform all work set forth in the specifications in a "first class" manner, consistent with all applicable regulations and industry standards. All work shall be performed to the reasonable satisfaction of Nortex or their designee, and any defective or substandard performance shall be promptly remedied.

7.2 Invoices And Payments

Contractor shall submit separate invoices, in duplicate, specified in the contract documents to Nortex, Attn: Mr. Joe Gambill, 4309 Jacksboro Hwy., P.O. Box 5144, Wichita Falls, TX., 76307, Email: Jgambill@Nortexrpc.Org. Invoices shall indicate the contract number and shall be itemized in accordance with the different components of work set forth in the Price Schedule. Payment shall not be due until thirty (30) days after the date the above instruments are submitted or the work is actually performed, whichever is later. In the event payment has not been made by the due date, Contractor shall submit a reminder invoice marked "overdue." Nortex reserves the right to review all of Contractor's invoices after payment and recover any overcharges resulting from such review.

7.3 Tools, Equipment And Supplies

Contractor shall provide such tools, equipment, supplies, materials, employees, management, and any other items or services as may be necessary in order to enable Contractor to provide the services required under the terms of this Contract.

7.4 Estimated Quantities

Any estimated quantities for services, supplies or work to be performed are approximate. These quantities are to be used only for the comparison and are based on past and projected usage. Contractor agrees and understands that the actual quantities to be utilized are within the sole and absolute discretion of Nortex. Should the actual quantities be greater or lesser than the estimates, the Contractor agrees that, regardless of the amount of such variance, it shall not be the basis for deviating from the quoted unit prices. Further, Contractor agrees to honor quoted unit prices for the duration of this Contract.

7.5 Indemnification

Contractor shall indemnify and hold harmless Nortex, its officers, employees, agents, attorneys, representatives, successors and assigns from any and all claims, demands, costs, expenses (including attorney's fees and expert witness fees), liabilities and losses of whatsoever kind or character arising out of or in connection with any act or omission of Contractor or its officers, employees or agents, during the term of this Contract. Contractor shall assume on behalf of Nortex and the indemnified parties described above, and conduct with due diligence and in good faith, the defense of any and all such claims, whether or not Nortex is joined therein, even if such claims be groundless, false or fraudulent.

7.6 Independent Contractor

At all times during the term of this Contract, Contractor shall be an independent contractor to Nortex, and Contractor shall not in any event be deemed an employee or other representative of Nortex. Any persons employed by Contractor shall at all times hereunder be deemed to be the employees of Contractor, and Contractor shall be solely liable for the payment of all wages and other benefits made available to such employees in connection with their employ. Contractor shall remain solely responsible for the supervision and performance of any such employees in completing its obligations under this Contract. Contractor warrants that any such employees shall be fully covered by workers' compensation insurance and that each of such employees has been carefully screened as to character and fitness for the performance of his or her job.

7.7 Assignment

Contractor shall not assign or subcontract any of its rights, duties, or obligations under this Contract without prior written consent of Nortex. Contractor shall be entitled to assign, pledge or encumber its right to receive payments under this Contract pursuant to security interests created in conformity with the Uniform Commercial Code so long as Nortex shall never be obligated to negotiate with any such third party in respect to compliance with the terms and conditions of this Contract. Any such assignment, pledge or encumbrance shall be limited by any rights of offset by Nortex for damages or claims arising under this Contract or any other obligation owed by Contractor to Nortex.

7.8 Amendments

No amendments, modifications or other changes to this Contract shall be valid or effective absent the written agreement of both parties hereto.

7.9 Termination

Nortex shall have the right to terminate for default all or any part of its Contract if the Contractor breaches any of the terms hereof or if Contractor becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Nortex may have in law or equity, specifically including, but not limited to, the right to sue for damages or demand specific performance. Nortex additionally has the right to terminate this Contract without cause by delivery to Contractor of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

7.10 Advertising

Contractor shall not advertise or publish, without Nortex' prior consent, the fact that it has entered into this Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local authorities.

7.11 Standards Of Conduct

Nortex is prohibited from solicitation the acceptance of gifts, gratuities, favors or anything of monetary value from proposers, potential proposers, or third-party contracts. Penalties, sanctions, or disciplinary actions for violation of standards by proposers, contractor, or any agent or representative of contractor, to any officer, representative, or employee of Nortex with a view toward securing a contract or

securing favorable treatment with respect to a contract.

7.12 Equal Opportunity

Contractor agrees that during the performance of this Contract it will:

7.12.1 Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.

7.12.2 Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or requests.

Contractor shall be advised of any complaints filed with Nortex alleging that Contractor is not an equal opportunity employer. Nortex reserves the right to consider such complaints in determining whether or not to terminate any portion of this Contract for which the services have not yet been performed; however, Contractor is specifically advised that no equal opportunity employment complaint will be the basis for denial of payment for any services already completed.

7.13 Enforceability

This Contract shall be interpreted, construed, and governed by the laws of the United States and the State of Texas and shall be enforceable in any state court of competent jurisdiction in Wichita Falls, Texas. Contractor shall comply with all applicable laws and regulations in performing under this contract.

7.14 Notices

Notices shall be given to the parties by delivering or mailing such notice to the addresses set forth in the Contract documents, or at such other addresses as the parties may designate to each other in writing.

7.15 Interpretation

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting party has knowledge of the performance and opportunity for objection.

7.16 Liquidated Damages

For this RFP, liquidated damages have not been included under the Statement of Work of this solicitation. Said damages are not imposed as a penalty but as an estimate of the damages that the Nortex will sustain from delays or poorly performed work. These damages by their nature are not capable of precise proof. The Nortex may withhold the amount of liquidated damages from monies otherwise due the Contractor.

8. COMPLIANCE WITH FEDERAL REGULATIONS

The successful Proposer will be required to comply with, in addition to other provisions of the Request for Proposal, the conditions required by all applicable Federal and State regulations as detailed in the attachment C, including the following:

Civil Rights Requirements

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, the Agency 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 Agency agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2) **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to the underlying contract:
   a) Race, Color, Creed, National Origin, Sex
   In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 5332, the Agency r agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (USDOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 relating to Equal Employment Opportunity as amended by Executive Order 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 Agency 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 Agency agrees to comply with any implementing requirements FTA may issue.

   b) Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C, 1212, the Agency agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

   c) Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C., 12112, the Agency 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 CFR 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 Agency 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.

4) TxDOT FORM PTN-130 – Encompasses all state and federal requirements.

Special Notes:

Proposers should note that this procurement is subject to a financial assistance contract between Nortex, TxDOT, and the Federal Transit Administration (FTA) of the United States Department of Transportation (DOT). This RFP complies with all federal and state rules and Nortex policies and procedures. Proposer awarded will comply with all applicable federal and state rules including all clauses referenced in the Consolidated Certification Form (Form PTN-130).

The successful firm or firms will be required to comply with, in addition to other provisions of the Request for Proposals, the conditions required by applicable state and federal regulations including but limited to the following:

A. Access To Records And Reports
B. Bonding Requirements
C. Bus Testing
D. Buy America Requirements
E. Cargo Preference Requirements
F. Charter Service
G. Clean Air Act And Federal Water Pollution Control Act
H. Civil Rights Laws And Regulations
I. Disadvantaged Business Enterprise (DBE)
J. Employee Protections
K. Energy Conservation
L. Buy America
M. Government-Wide Debarment And Suspension
N. Lobbying Restrictions
O. No Government Obligation To Third Parties
P. Patent Rights And Rights In Data
Q. Pre-Award And Post-Delivery Audits Of Rolling Stock Purchases
R. Program Fraud And False Or Fraudulent Statements And Related Acts
S. Public Transportation Employee Protective Arrangements
T. Recycled Products
U. Safe Operation Of Motor Vehicles
V. School Bus Operations
W. Seismic Safety
X. Substance Abuse Requirements
Y. Termination
Z. Violation And Breach Of Contract

9. ATTACHMENTS & APPENDIX

Please fill out and sign the following forms:

- Services Questionnaire (Attachment A),
- References (Attachment B),
- Certification Form (Attachment C),
- Restriction of Lobbying Certification Form (Attachment D),
- Debarment And Suspension Certification Form (Attachment E),
- TxDOT Form PTN-130 (Attachment F),
- Other relevant information, as desired by the firm (Appendix A)

Do <u>NOT</u> Alter Any Forms.

10. ATTACHMENT A – SERVICES QUESTIONNIARE

This Request for Proposal (RFP) Questionnaire has been prepared to ask for key information required to develop an RFP.

The RFP is an official statement to proposers about the service/product required. More importantly, it is the foundation upon which Nortex and the proposer relationship is established. Therefore, information provided under each heading should be carefully crafted in order to get the best quality service/product from a qualified firm.

Please fill in the information specific to your requirements. It is important that the information is explained in sufficient detail to allow the reader (proposer) to understand the requirement and respond appropriately.

Upon completion, Nortex may meet with you and/or your committee to review and discuss each element of the RFP document and make appropriate changes and additions prior to publication.

The contact person should be available during the public posting of the RFP to assist with answering any questions that the proposer community may have about the RFP.

Please submit the completed RFP Services Questionnaire, along with all other required documents.

General Information
Title of RFP: Click here to enter text.
Name of Firm: Click here to enter text. Address: Click here to enter text. Phone Number: Click here to enter text. Email: Click here to enter text. Company Contracting Liaison: Click here to enter text. Proposed Contract Manager: Click here to enter text.
Background Information
1. Type of work performed by your company: Click here to enter text. 2. Have you ever defaulted on a Contract? Click here to enter text. 3. Have you ever failed to complete any work awarded to you? Click here to enter text. 4. Taxpayer Identification Number: Click here to enter text. 5. DUNS Number: Click here to enter text. (Required). A DUNS number may beobtained by accessing the DUN & BRADSTREET website at: https://www.dnb.com/duns-number/get-a-duns.html **Disadvantaged Business Enterprise (DBE)** 6. Is your firm considered a disadvantaged business enterprise (DBE)? Click here to enter text. 7. If you answered yes to the DBE question, explain type: Click here to enter text.

Project Understanding

Present your understanding of the Project and the scope of the services required. Include how your firm provides Project Services in the Statement of Work. Click here to enter text.

Qualifications, Experience and Competence:

Company Overview

Provide an overview of the company detailing the total number and discipline breakdown of professional staff, their professional credentials and the history of the company.

Click here to enter text.

Project Organization

Provide an organization chart. Identify roles and responsibilities, reporting relationships and use of subconsultants. Identify whether project management services will be self-performed or utilize subconsultants. Click here to enter text.

Key Personnel

Complete the table below for the Project Manager candidate and supporting professionals who will be performing the services:

Name: Click here to enter text.
Discipline/Area: Click here to enter text.
Education: Click here to enter text.
Experience/Recognition: Click here to enter text.

Name: Click here to enter text.
Discipline/Area: Click here to enter text.
Education: Click here to enter text.
Experience/Recognition: Click here to enter text.

Name: Click here to enter text.
Discipline/Area: Click here to enter text.
Education: Click here to enter text.
Experience/Recognition: Click here to enter text.

Name: Click here to enter text.
Discipline/Area: Click here to enter text.
Education: Click here to enter text.
Experience/Recognition: Click here to enter text.

Name: Click here to enter text.
Discipline/Area: Click here to enter text.
Education: Click here to enter text.
Experience/Recognition: Click here to enter text.

Name: Click here to enter text.
Discipline/Area: Click here to enter text.
Education: Click here to enter text.
Experience/Recognition: Click here to enter text.

Name: Click here to enter text.
Discipline/Area: Click here to enter text.
Education: Click here to enter text.
Experience/Recognition: Click here to enter text.

Other relevant information: Click here to enter text.

Record of Performance

Provide a maximum of 5 project profiles. For each project include, the project description, actual design completion date, client's project completion date and actual completion date.

Project 1 Description: Click here to enter text.
Actual Design Completion Date: Click here to enter text.
Client's Project Completion Date: Click here to enter text.
Actual Completion Date: Click here to enter text.

Project 2 Description: Click here to enter text.
Actual Design Completion Date: Click here to enter text.
Client's Project Completion Date: Click here to enter text.
Actual Completion Date: Click here to enter text.

Project 3 Description: Click here to enter text.
Actual Design Completion Date: Click here to enter text.
Client's Project Completion Date: Click here to enter text.
Actual Completion Date: Click here to enter text.

Project 4 Description: Click here to enter text.
Actual Design Completion Date: Click here to enter text.
Client's Project Completion Date: Click here to enter text.
Actual Completion Date: Click here to enter text.

Project 5 Description: Click here to enter text.
Actual Design Completion Date: Click here to enter text.
Client's Project Completion Date: Click here to enter text.
Actual Completion Date: Click here to enter text.

Other relevant information: Click here to enter text.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by Nortex in verification of the recitals comprising this document.

Signature: _____

Printed Name: _____

Title: _____ Date: _____

11. ATTACHMENT B – REFERENCES

Provide Owner references for three (3) of the projects, including company, owner, contact, address, telephone, email, project, date completed and cost.

1. Company: Click here to enter text. Owner: Click here to enter text.
   Contact: Click here to enter text.
   Address: Click here to enter text.
   Telephone No.: Click here to enter text. Email Address: Click here to enter text.
   Project: Click here to enter text.
   Date Completed: Click here to enter text. Cost: Click here to enter text.

2. Company: Click here to enter text. Owner: Click here to enter text.
   Contact: Click here to enter text.
   Address: Click here to enter text.
   Telephone No.: Click here to enter text. Email Address: Click here to enter text.
   Project: Click here to enter text.
   Date Completed: Click here to enter text. Cost: Click here to enter text.

3. Company: Click here to enter text. Owner: Click here to enter text.
   Contact: Click here to enter text.
   Address: Click here to enter text.
   Telephone No.: Click here to enter text. Email Address: Click here to enter text.
   Project: Click here to enter text.
   Date Completed: Click here to enter text. Cost: Click here to enter text.

CONTRACTS ON HAND: The Proposer must provide a list of contracts that the firm is currently in process: Click here to enter text.

12. ATTACHMENT C – CERTIFICATION FORM

In submitting this Certification, the undersigned certifies on behalf of its firm and any proposed subcontractors as follows:

1) **Proposal Validity:** If this proposal is accepted within one hundred twenty (120) calendar days from the due date, to furnish any or all services upon which prices are offered at the designated point within the time specified;

2) **Restriction on Lobbying Certification:** Certifies that any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

3) **Non-Collusion:** Has made this Statement of Certification independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to this Request for Statement of Certification with any other FIRM or with any other competitor,

4) **Affirmative Action/DBE:** Is in compliance with the Common Grant Rules affirmative action and Department of Transportation's Disadvantaged Business Enterprise requirements.

5) **Non-Conflict:** Represents and warrants that no employee, official, or member of Nortex is or will be pecuniary benefited directly or indirectly in this Contract,

6) **Non-Inducement:** The undersigned hereby certifies that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of Nortex with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of this Contract.

7) **Debarment and Suspension Certification:** Certifies that it is not included on the U. S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards provisions, and from Federal programs under DOT regulations 2CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4

8) **Integrity and Ethics:** Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A)

9) **Public Policy:** Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325(j)(2)(B)

10) **Administrative and Technical Capacity:** Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D)

11) **Licensing and Taxes:** Is in compliance with applicable licensing and tax laws and regulations

12) **Financial Resources:** Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U. S. C. Section 5325 (j)(2)(D)

13) **Production Capability:** Has, or can obtain, the necessary production, construction, and technical equipment and facilities.

14) **Timeliness:** Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

15) **Performance Record:** Is able to provide a satisfactory current and past performance record.

Signature	Printed Name
Title	Date

14. ATTACHMENT D – RESTRICTION OF LOBBYING CERTIFICATION FORM

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

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.,* apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

Date: _____

15. ATTACHMENT E – DEBARMENT AND SUSPENSION CERTIFICATION FORM

Choose one alternative:

○ The Proposer,_____, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlements, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

OR

○ The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provision of Title 31 USC § Sections 3801 are applicable thereto.

Executed in (City) _____, state of _____

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

Date: _____

16. ATTACHMENT F – TXDOT FORM PTN-130 (PROFESSIONAL SERVICES)

17. APPENDIX A – OTHER RELEVANT INFORMATION, AS DESIRED BY THE FIRM