

East Texas Council of Governments



REQUEST FOR PROPOSALS

Consulting Services for Transportation Planning

September 3, 2010

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## SUMMARY

The East Texas Council of Governments (ETCOG) is a voluntary association of counties, cities, school districts and special districts within the fourteen-county East Texas region. ETCOG assists local governments in planning for common needs, cooperating for mutual benefit and coordinating for sound regional development. Established in 1970, ETCOG, either directly, or through its contractors, provides programs and services for East Texas seniors, employers, and job seekers. ETCOG and its contractors also build the 9-1-1 emergency call delivery system, provide peace officer training and homeland security planning services; and deliver rural transportation services, business finance programs, and environmental grant funding for the region.

The East Texas Council of Governments is accepting proposals from experienced individuals, organizations or teams to provide transportation planning services to assist ETCOG staff and the East Texas Regional Transportation Coordination Planning Steering Committee in updating the East Texas Regional Transportation Coordination Plan and other coordination activities. The winning proposer will also provide ongoing planning support to ETCOG staff to fulfill planning needs for ETCOG's transportation division.

The proposal packet may be obtained by submitting a request to Deborah Butts, Director of Innovation and Efficiency by **fax 903-983-1440** or by **email** at [deborah.butts@etcog.org](mailto:deborah.butts@etcog.org). Proposal **packets are available in an electronic format upon request** and may be obtained by going to [www.etcog.org](http://www.etcog.org).

ETCOG will not reimburse responding entities for any expenses incurred in preparing or presenting proposals in response to this request.

The East Texas Council of Governments takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit amendments with the solicitation response may be grounds for deeming a submittal non-responsive. If you experience any problems obtaining this Request for Proposal please call (903) 984-8641 ext. 210, and report your issues.

Public transportation is an integral component of a multimodal transportation system offering tangible transportation benefits to the region. Public transit also offers additional benefits to society as a whole including environmental and economic development benefits. Coordination of public transportation services will allow for greater efficiency, connectivity, and increased awareness and support for transit. Public transportation in East Texas consists of ETCOG's GOBUS, rural demand-response public transportation, plus two small urban systems (Longview and Tyler) with fixed-route and complementary paratransit service. The region is also served by intercity buses operated by Greyhound and Kerrville Bus Company, Amtrak's Texas Eagle, commercial air service out of East Texas Regional Airport at Longview, and Tyler Pounds Field, taxi and shuttle providers, medical transportation, and social service transportation.

ETCOG's region covers almost 10,000 square miles in fourteen counties. Although the region is primarily rural, urban areas include Longview and Tyler with several smaller surrounding towns. According to the 2000 US census, our region had a population of 857,594. The percentages of both elderly and disabled populations in the region are well above the national averages.

The federal transportation bill known as SAFETEA-LU enacted in August 2005 authorized federal expenditures for a range of transportation programs, including transit. The SAFETEA-LU human services transportation coordination provisions require that transportation services optimize efficiency and effectiveness by ensuring that communities coordinate transportation provided through federal programs. In particular, SAFETEA-LU requires the establishment of a locally developed, coordinated public transit-human service transportation plan for all Federal Transit Administration human service transportation programs including Section 5310 Elderly Individuals and Individuals with Disabilities Program, Section 5316 Job Access and Reverse Commute Program, and Section 5317 New Freedom Program. ETCOG, along with other providers in the region, receives federal funds under the aforementioned programs through the Texas Department of Transportation. The Texas Legislature supported coordination efforts through legislation codified as Chapter 461 of the Texas Transportation Code.

The East Texas Regional Transportation Coordination Plan was completed in November 2006 in accordance with Chapter 461 and the provisions of federal law. The coordination plan is a collaborative product providing projects from a “coordinated public transit-human services transportation plan” as required by eliminating waste and ensuring efficiency and maximum coverage in the provision of public transportation services.

The Coordination Plan was developed by a process engaging the general public and representatives of public, private, and non-profit transportation and human services providers within the East Texas region. The Plan identifies efforts for regional service coordination, creates a transportation coordination plan, and creates an action plan for priority projects.

An advisory group, East Texas Regional Transportation Coordination Planning Steering Committee, was created to provide guidance on the process, provide a voice for stakeholders, and advocate for the regional transportation coordination. The members of the Steering Committee include representatives from public transportation providers, interested organizations, local officials, and state agencies. ETCOG maintains its leadership role by staying abreast of big-picture transportation needs and services, keeping others engaged in the planning process, facilitating discussion; and managing the development and implementation of projects in the Coordination Plan as well as the update of the Coordination Plan. ETCOG hired a mobility manager to lead regional coordination efforts.

ETCOG is seeking consultant services to assist in completing an updated, comprehensive regionally coordinated transportation plan and in facilitating public involvement and outreach. In addition, consultant services will involve performing transportation planning to develop implementation strategies for enhancing regional transportation services that lead to seamless public transportation throughout the East Texas region. It is anticipated that the requested coordination services would be performed between **October 15, 2010, and August 31, 2011, with a significant amount of work to be completed by February 20, 2011.**

The contract may be extended, at ETCOG's option, beyond August 31, 2011, for other ETCOG transportation planning assignments for a maximum of up to five years with task orders as approved per ETCOG purchasing procedures. Proposals are being requested from qualified firms or individuals with specific experience to perform this assignment.

## **GENERAL SPECIFICATIONS**

The following information describes specifications and federal requirements that are considered to be extremely important with regard to the response to this request.

### **PRE-PROPOSAL CONFERENCE WILL BE HELD:**

**Monday, September 13, 2009 AT 11:00 A.M. (CST)  
EAST TEXAS COUNCIL OF GOVERNMENTS  
LARGE CONFERENCE ROOM  
3800 Stone Road, Kilgore, Texas 75662**

Attendance at this conference is not mandatory. Written minutes and/or notes will not be available; therefore, attendance is encouraged. However, questions and answers from the pre-proposal conference will be entered in the RFP section of the ETCOG web site. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the ETCOG at this Pre-Proposal conference. The ETCOG will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal and post it in the RFP section of ETCOG's website. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

### **Questions and Timeframe**

Questions concerning this RFP should be e-mailed to ETCOG at [deborah.butts@etcog.org](mailto:deborah.butts@etcog.org) or by fax at 903-983-1440, attention Deborah Butts, Director of Innovation and Efficiency. A copy of all questions/responses will be available on the ETCOG website ([www.etcog.org](http://www.etcog.org)). To allow adequate time for ETCOG to research and respond, all **questions must be submitted no later than September 20, 2010, at 5:00 p.m. (CST).**

No oral explanation in regard to the meaning of the request for proposals will be made and no oral instructions will be given before the award of the contract. Request from interested proposers for additional information or interpretation of the information included in the RFP should be directed, by September 20, 2010, in writing to:

Deborah Butts, Director of Innovation and Efficiency  
FAX (903) 983-1440  
E-MAIL: [deborah.butts@etcog.org](mailto:deborah.butts@etcog.org)

**All documents relating to this RFP including but not limited to, the RFP document, questions, and responses to questions, addenda and special notices will be posted on the ETCOG web site ([www.etcog.org](http://www.etcog.org)). It is the proposers' sole responsibility to review this site for questions and answers and retrieve all related documents prior to the RFP due date.**

One original plus eight copies of the proposal, along with an electronic copy in PDF format, are to be submitted to Deborah Butts, Director of Innovation and Efficiency, East Texas Council of Governments, 3800 Stone Road, Kilgore, TX 75662. **Proposals must be received no later than 5:00 p.m. (Central Time), October 4, 2010. Any proposal**

**received after the deadline will not be accepted.** If proposals are sent by mail or courier to the East Texas Council of Governments the proposer shall be responsible for actual delivery of the proposals before the advertised due date and time.

**NOTE: ETCOG will be closed on September 6, 2010 for Labor Day, and is closed during workdays from 12:00 PM to 1:00 PM for lunch.**

ETCOG, in accordance with Title VI of Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000-4 and Title 49, Code of Federal Regulations Part 23, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively assure that, in regard to any contract entered into pursuant to this advertisement, DBEs will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

ETCOG is required, under Title 49, Code of Federal Regulations Part 21 to request from all contractors an Affirmative Action Plan for the contracting entity. Such a plan will be reviewed by ETCOG to determine compliance with federal Equal Employment Opportunity requirements. You are requested to submit a plan, which should include a policy statement and analysis of your workforce.

The number and percent of your employees who would be classified as minorities, including women and ethnic minorities, should be provided. The number and percent of your employees in professional versus nonprofessional positions, or administrative versus clerical positions, should be provided.

ETCOG adheres to TxDOT's goal of **4.6 percent** of the contract amount for participation on the part of DBEs in U.S. Department of Transportation (USDOT) -assisted projects. Failure on the part of a proposer to meet this goal or to show meaningful good faith efforts to meet this goal may be grounds for finding the proposal nonresponsive. In the event the proposer is a non-DBE firm and the above stated goal for DBE participation is not met, the proposer would be required to provide justification and documentation for not reaching the goal.

Joint ventures between prime contractors and DBEs are encouraged. Whenever a joint venture involves a DBE firm(s), the proposer shall submit with the proposal the name(s) of the firm(s), individual qualifications, proposed scope of work and dollar value assigned to each DBE subcontractor and/or joint venture.

For the purposes of this policy, a DBE is defined as a business enterprise that is owned and controlled by one or more socially and/or economically disadvantaged persons. "Owned and controlled" is specified as a business which is: (1) a sole proprietorship legitimately owned by an individual who is a disadvantaged person or (2) a partnership or joint venture controlled by disadvantaged persons and in which at least 51 percent of the voting interest and 51 percent of the beneficial ownership interests legitimately are held by disadvantaged persons. Such persons include individuals who may be women, Black, Hispanic, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or any other minority or individual(s) found to be disadvantaged as defined by the Small Business Administration pursuant to Section 8(a) of the Small Business Act.

The contractor shall maintain for three years beyond the completion of the contract such records as are necessary to determine compliance with their DBE goals and shall submit regular reports to enable the ETCOG to monitor compliance.

## **PROPOSAL CONTENTS**

This section contains a general description of information to be provided within the proposal.

1. Include a brief cover letter summarizing the key points of the proposal and a general description of the approach to accomplishing the work. Name and address of the firm, as well as a contact person, should be included.
2. Include a description of the project organization and management plan to include project staffing and identify the personnel to be involved, their respective role and estimated percentage of time dedicated to the project. If substitutes are provided for on a contingency basis, they should be described. Joint ventures should specifically describe functions and responsibilities of the firm(s) and their staff. If more than one firm would be involved, the proposal should clearly delineate the work to be accomplished by each firm and how the work would be coordinated and managed.
3. Provide information as to the estimated number of hours each staff person would spend on the project and the number of project meetings in the local area that would be necessary for those individuals. An estimate of the amount of time each individual would spend gathering or sub-allocating data in the local area should be provided. Specify the number of proposed meetings to be held in the local area coordinating activities with the ETCOG and the Steering Committee. Include resumes and work history of individuals and firms proposed to accomplish the work.
4. Provide a schedule describing how the work would be accomplished. Include a discussion of previous experience in similar work, and the result of that experience. Include a detailed description concerning quality control and how this would be established and maintained throughout the course of the project. Identify and describe the methodologies and statistical rationale proposed to accomplish the work. The successful firm will be held contractually responsible for collecting appropriate data, identifying and correcting potential anomalies in collected data, reporting and forecasting the data.
5. The project manager must be specified and a clear description provided regarding their involvement in the project, the amount of time they would be in the local area managing the collection or sub-allocation of data for the study, the estimated percent of their time dedicated to the project and estimated number of proposed meetings in the local area to coordinate activities with the ETCOG staff and the Steering Committee. Substitutions for key personnel involved in this project will not be allowed without prior approval and resulting delays will be the responsibility of the Consultant.
6. The Scope of Services and Qualifications should respond to general descriptions provided in the Proposal Contents section, and specific task descriptions provided in the Statement of Work section. Compliance Requirements should be contained in this section and include the Affirmative Action Plan described in General Specifications.

A project budget is required, including but not limited to, identifying labor rates and total costs, benefits, overhead, fees, direct expenses, travel and equipment. The cost proposal should also identify costs associated with proposed subcontract or joint venture agreement(s).

**Please note that Optional Task I: On-call Transportation Planning Assistance is an optional task.** Assignments identified under Optional Task I would be by task order and involve a specific work authorization and budget.

7. The above items provide a general description of what is expected in the proposal. This information is not meant to limit or exclude other information from being included. Other sections in this RFP contain requirements for information which may not be specifically mentioned in this section. Proposals should respond to all requests for information.

## **STATEMENT OF WORK**

The East Texas Council of Governments will utilize consultant services to assist in the completion of the Statement of Work as defined by the tasks and deliverables that follow. Please note that the tasks are numbered to coincide with another document and are not necessarily sequential. Tasks identified "(To be handled by ETCOG staff)" are generally reports that ETCOG staff completes.

***THE FOLLOWING TASKS (may be referred to as FY 2010 tasks) TO BE COMPLETED BY FEBRUARY 20, 2011. Monthly progress reports must be submitted to ETCOG by the fifth of the following month:***

### **TASK 1**

Identify and prepare resources to update the Regionally Coordinated Transportation Plan for Planning Region 6 as described in Attachment D (Table of Contents) and prepare a report on identified resources and plans for using them.

**Scope:**

Identify internal and external resources including personnel, equipment, facilities, and other resources for updating the regionally coordinated transportation plan for Planning Region 6. Present resource-plans to steering committee.

**Deliverables:**

A report on identified resources and plans for using these resources to update the Regionally Coordinated Transportation Plan as described in Attachment D (Table of Contents).

### **TASK 2**

(To be handled by ETCOG staff)

### **TASK 3**

(To be handled by ETCOG staff)

### **TASK 4**

Prepare a detailed outline of the Updated Regionally Coordinated Transportation Plan and timeline for completing the update.

**Scope:**

Develop a detailed outline of the updated plan including but not limited to elements as described in the Table of Contents in Attachment D, and a timeline for completing this update.

Present a draft outline and timeline to the steering committee, get their feedback, and incorporate into a final outline.

**Deliverables:**

A detailed outline and timeline for completing the Updated Regionally Coordinated Transportation Plan as described in Attachment D (Table of Contents).

**TASK 5**

Develop a plan to financially sustain regionally coordinated transportation planning activities during the planning period FY 2010 through FY 2012 and beyond.

**Scope:**

Identify options for financially sustaining regionally coordinated transportation planning activities.

Develop a sustainability plan including goals, objectives, activities, responsible parties, and a timeline.

Present a draft sustainability plan to the steering committee, get their feedback, and incorporate into a final plan.

**Deliverables:**

Final plan to financially sustain regionally coordinated transportation planning activities during the planning period FY 2010 through FY 2012 and beyond.

**TASK 6**

Develop a website to be used specifically as a tool for promoting or conducting activities under the regionally coordinated transportation planning activities. This website shall be designated to most effectively share information with stakeholders on planning activities, meetings, updates, reports, and other information related to the update of the regionally coordinated transportation plan.

**Scope:**

Develop a layout and format for sharing information on these planning activities, meetings, updates, and reports.

Develop database-driven forms as needed.

Develop content on planning activities, meetings, updates, and reports for the website.

This website shall be used for planning purposes; it shall not be designed as a marketing tool for generally increasing public awareness and increase ridership.

**Deliverables:**

1. A preliminary report on the development and planned key components of the website.
2. Final report on the development and key components of the website.

**TASK 7**

Conduct a comprehensive inventory of transportation resources in Planning Region 6 as described in the Table of Contents in Attachment D, and prepare a report on this inventory.

**Scope:**

Obtain from the Public Transportation Division an updated data base (updated in 2009) of all FTA-funded transportation providers in Planning Region 6.

Develop questionnaires, distribute, & conduct a comprehensive inventory of all transportation providers in Region 6 that are not funded by FTA, including those offering services through private, non-profit, community-based organizations, health and human services agencies, work force agencies, and others.

Retrieve data and compile a master data base of all entities providing transportation by combining the list of FTA-funded providers (provided by the Public Transportation Division) with the list of non-FTA-funded providers developed by East Texas Council of Governments, including a brief narrative description of these resources. Conduct an inventory of all agencies responsible for transportation planning in Planning Region 6.

Manage data collection efforts and communication with stakeholders.

**Deliverables:**

A report with finding and recommendations based on the transportation resource inventory in Planning Region 6, including questionnaires or other research tools, list of entities contacted, copy of inventory data base of entities with transportation resources and agencies that conduct transportation planning activities, and a description of the research methodology to conduct the inventory.

**TASK 8**

Plan and conduct public involvement activities to gain insight from stakeholders throughout Planning Region 6 (including riders and potential riders of public transportation) on transportation service needs, gaps, and opportunities for improved services, and assess stakeholder feedback.

**Scope:**

Plan, develop materials, and conduct public involvement activities to be assessed as part of the comprehensive needs assessment described in Task 9 below.

Assess feedback and prepare a report on observations and recommendations.

Present report to steering committee.

**Deliverables:**

1. A plan for carrying out the public involvement activities.
2. Materials distributed at public involvement activities.
3. Report on public involvement activities, including observations, recommendations, and methodology for conducting these activities.

**TASK 9**

Conduct a comprehensive assessment of the public's unmet transportation needs and inefficiencies in the delivery of transportation services in Planning Region 6 as described in the Table of Contents in Attachment D, and prepare a report on this needs assessment.

**Scope:**

Gather geographic data for Region 6.

Gather demographic data on overall population, age, income, persons with disabilities, persons with Limited English Proficiency, and other data to indicate need for transportation services in Region 6.

Gather information on and prepare a narrative description of all health and human services agencies and programs and workforce agencies in Region 6 that serve people needing transportation;

Conduct research among these agencies and other stakeholders to assess the public's transportation needs, identify cooperative or partnership opportunities, and determine gaps in transportation services.

Conduct a gap analysis by evaluating above data, data from the transportation resource inventory, and other appropriate data to assess inefficiencies and service gaps in Region 6 including an assessment of the transportation needs of older adults, children, persons with disabilities, low incomes, Limited English Proficiency, those served by local, state or federally funded health and human service agencies and workforce agencies, and others.

**Deliverables:**

1. Report on the comprehensive needs assessment of the public's unmet transportation needs and inefficiencies and gaps in the delivery of transportation services in Planning Region 6 as described in Attachment D (Table of Contents) and the scope above. This report shall include a description of the methodology used to conduct the needs assessment as well as observations and recommendations.
2. A list & narrative description of all health and human services agencies & programs, & workforce agencies.
3. Questionnaires and/or other research tools used to conduct the needs assessment.

**TASK 10**

Develop a prioritized set of coordination-strategies and programs to improve services to meet the public's transportation needs in Planning Region 6, based on findings from the comprehensive needs assessment described under Task 9 above.

**Scope:**

Develop a prioritized set of coordination-strategies and programs. Present to the steering committee, get their feedback, and refine into final set of proposed strategies and programs.

**Deliverables:**

1<sup>st</sup> and final draft of prioritized set of coordination-strategies and programs, based on comprehensive needs assessment.

**TASK 11**

Develop a refined detailed work plan for FY 2011.

**Scope:**

Prepare a draft of the refined work plan, including regional goals, objectives, activities to accomplish the goals and objectives, responsible parties, and milestone measures. Present the draft refined work plan to the steering committee.

Also present each Steering Committee member with a clear, written explanation of the purpose and value of this regionally coordinated transportation planning effort and an explanation of members' roles.

**Deliverables:**

1. A refined, detailed work plan for FY 2011.
2. Agenda & minutes of the Steering Committee meeting indicating discussion of refined work plan.
3. Document containing a clear written explanation of the purpose and value of this regionally coordinated transportation planning effort and an explanation of members' roles.

**TASK 12**

(To be handled by ETCOG staff)

**TASK 13**

(To be handled by ETCOG staff)

**TASK 14**

(To be handled by ETCOG staff)

**TASK 15**

(To be handled by ETCOG staff)

**THE FOLLOWING TASKS (may be referred to as FY 2011 tasks) TO BE COMPLETED BY AUGUST 20, 2011. Monthly progress reports must be submitted to ETCOG by the fifth of the following month:**

**TASK 1**

Prepare a first draft of the updated regionally coordinated transportation plan, as described in the Table of Contents in Attachment D.

**Scope:**

Conduct activities to carry out all elements described in Attachment D (Table of Contents). In addition to the transportation resource inventory and comprehensive needs assessment described under Tasks 7, 8, and 9 (due February 20, 2011), this shall include all elements described in sections on "Planning for Process to Sustain Planning and Services", "Vision, Mission, Goals, and Objectives", "Leveraging Resources/Sustainability", and "Performance Measures to Evaluate Effectiveness". Compile each developed section of the updated plan into a cohesive draft document.

**Deliverables:**

1<sup>st</sup> draft of the Updated Regionally Coordinated Transportation Plan for Planning Region 6.

**TASK 2**

Conducts an inventory of possible funding sources to underwrite selected priorities and prepare applications for funding for targeted funds.

**Scope:**

Identify funding sources to underwrite selected priorities.

Designate lead agencies to prepare grant applications for targeted funds to address priority-activities.

Oversee development of funding proposals.

Review and present funding proposals to steering committee.

**Deliverables:**

1. List of funding sources to underwrite selected priorities.
2. List of designated agencies to prepare applications.
3. Copy of funding proposals.

**TASK 3**

Plan and conduct public involvement activities to gain feedback from stakeholders on the draft of the updated regionally coordinated transportation plan for Planning Region 6, and prepare a report on this feedback.

**Scope:**

Plan, develop materials, and conduct public involvement activities.

Assess feedback and prepare report with observations and recommendations.

**Deliverables:**

1. A plan for carrying out public involvement activities.
2. Materials distributed at public involvement activities.
3. Report with observations, recommendations, and description of methodology for conducting methodology for conducting public involvement activities.

**TASK 4**

Prepare a final version of the Updated Regionally Coordinated Transportation Plan for Planning Region 6, as described in Attachment D (Table of Contents), incorporating feedback from stakeholders received through public involvement activities.

**Scope:**

Incorporate recommendations from stakeholders throughout Region 6 including suggestion from the public involvement activities.  
Identify regional mobility priorities, incorporate into the updated plan, and make recommendations for the improvement of transportation through specific coordination actions, activities, and policies.

Finalize draft.

**Deliverables:**

A final updated regionally transportation plan as described in the tasks above and in the Table of Contents in Attachment D.

**TASK 5**

Develop a plan to market the Updated Regionally Coordinated Transportation Plan for Planning Region 6 to ensure broad distribution to all stakeholders throughout the region.

**Scope:**

Identify stakeholder throughout Region 6 to receive the updated plan.  
Develop a distribution plan on how, when, and by whom the updated plan will be distributed to all stakeholders throughout Region 6.

**Deliverables:**

A final plan to market the updated regionally coordinated transportation plan.

**TASK 6**

Develop a budget for carrying out the marketing plan described under Task 5 above.

**Scope:**

Develop budget.  
Present budget to the steering committee for discussion and approval.

**Deliverables:**

A final budget for carrying out the marketing plan.

**TASK 7**

Develop a roster of individuals to make public presentations on the plan update throughout Planning Region 6 in support of the marketing plan described under Task 5 above.

**Scope:**

Identify persons to make presentations.  
Develop roster.  
Present roster to the Steering Committee for discussion.

**Deliverables:**

Roster of Presenters.

**TASK 8**

Revise the financial sustainability plan developed in FY2010 described under Task 5 above (FY2010).

**Scope:**

Review and refine the sustainability plan as needed, including goals, objectives, activities, responsible parties, and a timeline.  
Determine roles and responsibilities of partner-agencies.  
Present revised financial sustainability plan, description of proposed roles and responsibilities, and proposed agreements to steering committee for comment.

**Deliverables:**

1. Revised financial sustainability plan.
2. Written description of roles and responsibilities of partner-agencies.
3. Agreement-documents and report explaining these agreements.

**TASK 9**

Develop a detailed work plan for FY2012.

**Scope:**

Prepare a draft of the work plan.

The work plan shall articulate regional goals, objectives, activities to accomplish the goals and objectives, responsible parties, and outcome measures.

Present the draft work plan to the steering committee.

Also present each steering committee member a clear, written explanation of the purpose and value of this regionally coordinated transportation planning effort and an explanation of members' roles.

**Deliverables:**

1. A refined work plan for FY 2012.
2. Document containing a clear written explanation of the purpose and value of this regionally coordinated transportation planning effort and an explanation of members' roles.

**TASK 10**

(To be handled by ETCOG Staff)

**TASK 11**

(To be handled by ETCOG Staff)

**TASK 12**

(To be handled by ETCOG Staff)

**TASK 13**

(To be handled by ETCOG Staff)

**Optional Task I: On-Call Transportation Planning Assistance (Optional – separate task order work authorization/budget)**

Having responsibility for transportation in fourteen counties, ETCOG's Transportation staff may need assistance with unanticipated, short-deadline tasks. This task set involves miscellaneous tasks that are not currently identified that may develop during the course of (and beyond) this coordination update project. A scope and budget will be developed as additional assignments are identified.

## PROPOSAL GUIDELINES AND REQUIREMENTS

This is an open and competitive process. **Proposals received after October 4, 2010, at 5:00 pm CST will not be accepted.** Submissions must include, but are not limited to the following components:

- The proposal must contain the signature of a duly authorized officer or agent having the authority to bind the organization in a contract.
- The price quoted should be inclusive for the project or projects bid upon. If the price excludes certain fees or charges, a detailed list of excluded fees with a complete explanation of the nature of those fees must be provided.
- If the execution of work to be performed by the applicant requires hiring of sub-contractors, it must clearly state this in the proposal. Sub-contractors must be identified and the work they will perform must be defined. The proposal should provide the name, address, and EIN of the sub-contractor. ETCOG will not refuse a proposal based upon the use of sub-contractors; however, we retain the right to refuse the sub-contractors you have selected.
- Provide an example of a similar or suggested work plan and critical path. Full details describing the general approach or development strategy, activity plans with time frames and explanations of how the RFP requirements will be achieved.
- Describe the Consultant's work in related areas.
- Include evidence of an understanding of the goals and challenges of strategic planning for governmental and nonprofit agencies.
- Provide an overview of the services and relevant experience.
- Include three relevant references. References must include client name, contact person, phone number, and a project description.
- Submit verification that the Consultant has been in operation for a minimum of five (5) years.
- Describe the proposed timeline for completion.
- Detail the project(s) costing: A breakdown of the related costs of performing the deliverables for the organization, travel, and planning sessions must be included.

Thorough attention to detail, excellent communication and people skills, strong organization and good correspondence skills are important. Specific expertise and proven experience in and business plan development are essential.

Provisions of this RFP and the contents of the successful responses are considered available for inclusion in final contractual obligations.

A response to this request does not commit ETCOG to award a contract or pay any costs incurred in the preparation of a response nor to pay for any other costs incurred prior to the execution of a formal contract.

ETCOG reserves the right to accept or reject any or all proposals received and to cancel this RFP in part or in its entirety.

ETCOG reserves the right to make any changes to this RFP as it deems necessary. ETCOG will provide notification of such changes to all organizations recorded as having received or requesting an RFP.

*In addition to the provisions contained in this RFP, proposing organizations and collaborating entities are subject to the following General Provisions:*

1. **Joint proposals or Co-proposals are allowable.** A description of the relationship and the joint proposers must be included.
2. **All contracts negotiated as a result of this request for proposals will be cost reimbursement.** A cost reimbursement contract is a contract format wherein all allowable costs detailed in the budget attached to the executed contract are reimbursed. Contractors are required to maintain documentation which substantiates the expenditures in order for their invoice to be paid. The proposer shall have the fiscal capability to wait for their reimbursement of funds. Reimbursements are generally processed within 30 days of receipt.
3. **Proposer must agree to comply with East Texas Council of Governments fiscal policies.** ETCOG will consider comparable policies if the policies meet grant requirements and are approved as a part of the contract negotiation.
4. Funding is provided through the Federal and State grants, which are subject to the provisions contained provided in the contracts between the East Texas Council of Governments (ETCOG) and its Federal and State funding sources. Excerpts from these contracts identifying these provisions are available upon request.
5. ETCOG reserves the right to accept, reject or negotiate proposals received as well as to vary or waive any provisions set forth in this request for proposals in the best interests of the East Texas region.
6. This request for proposals does not commit or obligate the ETCOG to pay for any costs incurred in the preparation of a response or in advance of the execution of a contract.
7. Proposers may not hire ETCOG management, support staff, or policy board members that were involved in the evaluation and/or selection process under this Request for Proposals in order to provide services through the proposal.

8. Proposals not selected for funding may be appealed only with respect to any fault or violation of law or regulation regarding the review process. Appeals must be filed within ten calendar days of the final action with David Cleveland, Executive Director, at the address identified above.
9. Proposers may elect to submit for any or all of the projects as listed in the Project Scope.
10. A proposal may be withdrawn at any time prior to the selection announcement date, by writing the primary contact person. Proposals may be amended at any time after submission but prior to the due date by writing to the authorized contact person. Proposals may be amended after the due date only at the direction of ETCOG.
11. ETCOG reserves the right to amend or withdraw this RFP at any time. The ETCOG's governing boards reserve the right to reject any or all proposals under this offering.

ETCOG reserves the right to contact any individual, agency, or employer listed in a proposal or to contact others who may have experience and/or knowledge of the proposer's relevant performance/qualifications. ETCOG also reserves the right to negotiate the final terms of any agreement or contract with the proposer.

## **CONTRACT TERMS**

ETCOG anticipates that this solicitation will result in a contract between ETCOG and the successful proposer. The award of such a contract shall be to the proposer whose qualifications are deemed to be the most responsive to this solicitation according to the evaluation criteria contained within.

A fixed-price type contract shall be awarded to the chosen party with whom negotiations have been successful. ETCOG will negotiate contract terms upon selection. All contracts are subject to review by ETCOG legal counsel, and a project will be awarded upon signing of an agreement or contract, which outlines terms, scope, budget and other necessary items. The consultant may submit requests for reimbursement to ETCOG no more frequently than monthly and only upon completion of respective deliverables as approved by ETCOG.

Proposers shall review and comply with applicable Federal Contract Clauses (attachment A), show proof of and maintain throughout the contract period insurance requirements (attachment B), and complete and submit the business questionnaire with proposal (attachment C).

Before signing a contract, the proposer must familiarize itself with the Scope of Work, laws, regulations, and other factors affecting performance of work. The proposer shall carefully correlate its observations with requirements of the Request for Proposal, the contract and other wise satisfy itself as to the expense and difficulties attending the performance of the work. The signing of a contract will constitute a representation of compliance by the proposer. There will be no subsequent financial adjustment, other than that provided by the contract for lack of such familiarization.

To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend ETCOG, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services.

**TIMELINE**

Issuance of RFP	9/3/2010
<b>Proposers Conference</b>	<b>9/13/10 at 11AM</b>
Questions Deadline	9/20/10 at 5pm
Official Responses to Questions Posted	9/24/10, or as soon thereafter as practical
<b>Proposals Due</b>	<b>10/4/2010 at 5PM</b>
Review Team meeting to review and rank proposals	10/5/2010 to 10/6/2010
Executive Committee Approval of Contract	10/14/2010
Notification of Contract Award	10/15/10, or as soon thereafter as practical.
Pre-Award and Contract Negotiations	10/15/10, or as soon thereafter as practical.

- This RFP is dated September 3, 2010. Proposers may also request a copy be sent via email by contacting the Deborah Butts at [deborah.butts@etcog.org](mailto:deborah.butts@etcog.org).
- Proposer's conference will be held September 13, 2010 at 11:00 AM at ETCOG Offices located at 3800 Stone Road, Kilgore, Texas. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available; therefore, attendance is encouraged. However, questions and answers from the pre-proposal conference will be entered in the RFP section of the ETCOG web site. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the ETCOG at this Pre-Proposal conference. The ETCOG will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal and post it in the RFP section of ETCOG's website. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

- Proposals are due to ETCOG no later than 5:00 p.m. Central Standard Time (daylight savings time) on **October 4, 2010**. Time will be based on the clock in the reception area of ETCOG. ETCOG is not responsible for lateness or non-delivery of mail, carrier, etc.
- Proposals will be opened and evaluated soon after. During this time we may require interviews at the ETCOG office with ETCOG staff. You will be notified if this is requested.
- The name of the proposer selected will be decided on or about October 14, 2010.
- The ETCOG Executive Committee will consider and approve the contract award at its October 14, 2010, meeting.
- Negotiations with the successful proposer will begin upon ETCOG Executive Committee approval and should conclude no later than October 15, 2010.
- All other proposers will be notified on or about October 15, 2010.
- **Period of Performance:** The length of the contract shall be from October 15, 2010, to August 31, 2011. (Contract length may vary based upon the estimated timeframe for completion of the project and/or possible options).

## BUDGET

Please provide cost proposals to accomplish the Statement of Work as outlined previously. The budget must encompass all costs for travel, personnel, and any miscellaneous items.

List pricing for:

- Development of work plans to accomplish each Task detailed in Statement of Work. Pricing shall be provided for each required task.
- Meetings with ETCOG staff.
- Assist ETCOG staff with the completion of Tasks identified in the Statement of Work.

## EVALUATION CRITERIA and SELECTION PROCESS

During the evaluation process, ETCOG reserves the right to request additional information or clarifications from proposers or to allow corrections of errors or omissions. Qualifications that meet the mandatory requirements, as stated above, will be evaluated for a total of 100 points for the following criteria with points allotted for each criterion as follows:

Criteria	Possible Points
Quality of response	10
Recent experience in projects comparable to the proposed project	10
Demonstrated Ability, including experience of firm and staff	15
References and Reputation	10
Current workload and ability to meet project schedules or deadlines	15
Interview, as deemed necessary	15
Price	25
<b>TOTAL</b>	<b>100</b>

**Quality of Response-** The information is presented in a clear, logical manner and is well organized.

**Recent experience in projects comparable to the proposed projects-** Expertise in recommending and communicating appropriate recommendations and proposed solutions that meet the needs and criteria set forth in the RFP.

**Demonstrated Ability-** Refers to the qualifications necessary to undertake this project, prior experience in related projects, and in providing services similar to those requested in this RFP. Customer satisfaction and financial stability will also be considered as part of this criterion.

**References and Reputation-** Proposer has successfully completed similar projects.

**Interview-** The top ranking proposal received, if determined necessary, will be contacted for an interview with the evaluation team.

Contracting opportunities for historically underutilized businesses and disadvantaged business enterprises (HUBs/DBEs as defined in FTA regulations and Texas Government Code 481-1010) shall be considered in the procurement process. (A HUB/DBE proposer will be chosen in the case of a tie.) Proposer must submit verification of its HUB/DBE status with its response to the RFP.

## FORMAT FOR PROPOSALS

One original and eight (8) copies, along with an electronic copy in PDF format, of your proposal must be received no later than **5:00 p.m., Monday, October 4, 2010**. All costs associated with the delivery of the project should be presented in a flat rate, fee for service format. Responding parties must clearly mark the sealed envelopes as follows:

### RFP – Consultant for Transportation Planning

Deliver proposals to the attention of:

**Deborah Butts  
East Texas Council of Governments  
3800 Stone Road  
Kilgore, Texas 75662**

Please use the following as a guideline to format your proposal:

**Length and Font Size:**

Please use fonts no smaller than 10 point. Maximum proposal length including title page, cover letter, proposal, qualifications and budget should not exceed 35 pages.

**Title Page:**

Consultant/Advisor Proposal, company name, address, web site address, telephone number, fax number, e-mail address and primary contact person.

**Cover Letter:**

Signed by the person or persons authorized to sign on behalf of the company (1-2 pages).

**Proposal:**

Discuss your proposed solution, including the features, benefits and uniqueness of your solution. You should also include your ability to deliver the project in the timeframe as noted in this RFP (3-10 pages maximum).

**References:**

Provide the contact information for three (3) business references for services similar to those being proposed.

**Budget:**

List budgets as requested above. Identify staff you anticipate working on the project and their hourly rates for work.

**CONTACT**

**Deborah Butts  
Director of Innovation and Efficiency  
East Texas Council of Governments  
3800 Stone Road  
Kilgore, Texas 75662  
deborah.butts@etcog.org  
fax: 903-983-1440**

## **ATTACHMENT A**

### **APPLICABLE FEDERAL CONTRACT CLAUSES**

#### **1. Energy Conservation Requirements**

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

#### **2. Clean Water Requirements**

1)The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser 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.

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

#### **3. Access to Records**

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 ETCOG, 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).

#### **4. 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 TxDOT 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.

#### **5. Clean Air Requirements**

1)The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to 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.

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

#### **6. No Government Obligation to Third Parties**

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

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

#### **7. Program Fraud and False or Fraudulent Statements**

1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49

## ATTACHMENT A (continued)

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

2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

### 8. Civil Rights Requirements

1). **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2). **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

**(a) Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**(b) Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**(c) Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. 3)The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **ATTACHMENT A (continued)**

### **9. State and Local Disclaimer**

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.

### **10. Incorporation of FTA Terms**

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

### **11. Conflict of Interest**

1). The Contractor covenants that both itself, its principals and its subcontractors presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. 2). Prior to entering into this Contract, the Contractor is required to inform ETCOG of any real or apparent organizational conflict of interest. Such organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction on future activities, results in an unfair competitive advantage to the Contractor, or may impact the contractor's objectivity in performing the contract work.

### **12. Termination Provisions**

If the Contractor does not perform the service in accordance with the contract provisions and the contractor fails to provide the Vans and/or service as requested herein, The ETCOG may terminate the 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 service rendered up to the date of the notice from ETCOG.

### **13. Disadvantaged Business Enterprises (DBE)**

In connection with this solicitation and any resulting contract, ETCOG has established the following goals for Disadvantaged Business Enterprise (DBE) participation: **DBE Goal: 4.6% of the total dollar value of the proposal (Total Proposal)**

The bidder, using the DBE Participation Schedule (see Attachments H, I and J), is required to furnish the following documentation at the time of its proposal:

1. The names and addresses of DBE firms that will participate in the Contract;
2. A description of the work that each DBE will perform; and
3. The dollar amount of the participation of each DBE firm participating. A proposer will be required to submit the following information to ETCOG within five (5) working days of receiving a written request for the information from ETCOG:
4. Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written confirmation from the DBE that it is participating in the Contract as provided in the bidder's commitment; and
6. If the contract goal is not met, evidence of good faith efforts must be provided. In particular, bidder should note the requirements for counting DBE participation in the current DBE regulation, 49 CFR Part 26. The requirements of 49 CFR Part 26 are reflected in the attached DBE Participation Schedule.

## **ATTACHMENT A (continued)**

### **14. Suspension and Debarment**

This IFB is a covered transaction for purposes of 49 CFR 29. As such, the Contractor is required to verify that none of the Contractor's principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Part C and must include the requirement to comply with 49 CFR 29, Part C in any lower-tiered transaction it enters into. By signing and submitting its bid, the bidder certifies as follows:

*The certification in this clause is a material representation of fact relied upon by ETCOG. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to ETCOG, 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. Breach and Dispute Resolution**

**Disputes:** Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of ETCOG. 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 Program 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 program Manager shall be binding upon the Contractor and the Contractor shall abide by the decision. **Performance during Dispute:** Unless otherwise directed by (ETCOG), Contractor shall continue performance under the contract while matters in dispute are being solved. **Claims for Damages:** Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage. **Remedies:** Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the ETCOG and the contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court in Gregg County, State of Texas where ETCOG is located.

**Rights and Remedies:** The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the ETCOG 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.

### **16. Lobbying (31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20)**

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.) – CONTRACTOR, if this Agreement is for \$100,000 or more, shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying," and shall include this clause in each subcontract for \$100,000 or more and shall require its inclusion in all lower tier transactions for \$100,000 or more. "Each contractor tier shall certify 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 contractor 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 contractor tier up to ETCOG.

## ATTACHMENT A (continued)

### 17. ADA Access

1. The CONTRACTOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The CONTRACTOR also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, ETCOG agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
3. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
4. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
5. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
6. U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
7. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
9. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
10. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
11. Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

## **ATTACHMENT B**

### **INSURANCE REQUIREMENTS:**

The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by ETCOG, nor shall the Contractor allow any sub-contractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. The Contractor shall take out and maintain during the life of this contract:

**Compensation Insurance - Worker's Compensation or Employee's Liability Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Texas statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

**Comprehensive General Liability Insurance** - such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

**COMMERCIAL Automobile Liability** – automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

**Proof of Carriage of Insurance** - The Contractor shall furnish ETCOG with Certificate(s) of Insurance which name the East Texas Council of Governments as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as ETCOG has made final acceptance of the facility contracted.

## ATTACHMENT C

### BUSINESS QUESTIONNAIRE

This statement is an integral part of a determination to deem financial responsibility. All references and information shall be current and traceable. If the bidder is a joint venture, each one shall prepare a separate form.

A. Name of Proposed Contractor ("Business", herein): \_\_\_\_\_  
Doing Business As (d/b/a): \_\_\_\_\_  
(other business name, if applicable) \_\_\_\_\_

2. Business Mailing Address: \_\_\_\_\_

City: State: Zip Code: \_\_\_\_\_

3. Business Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

4. Business Type:  Individual  Corporation  Partnership  Joint Venture

5. Number of Years in Business under current business name \_\_\_\_\_

6. Annual Average Gross Receipts of Proposer for the past three years: (M represents Millions)  
 \$1M or Less  \$1M-\$5M  \$5M-\$10M  \$10M-\$16M  \$16M or Over

7. Number of Employees:  
 100 or less  101-500  501-750  751-1,000  1,001 or over  
Number Inside East Texas region? \_\_\_\_\_ Number Outside East Texas region? \_\_\_\_\_

8. Is Business Owned by Minority Ethnicity? Yes No

9. Ethnic Group: Black American Hispanic American Native American  
Asian Pacific American Subcontinent Asian American Other

10. Woman Owned?  Yes  No

11. Physically Challenged?  Yes  No

12. Type of Work Performed:  Construction  Wholesale/Distributor  Manufacturing  
 Professional Service  Retail  General/Technical Service

13. Please provide a brief description of your materials and/or services: \_\_\_\_\_  
\_\_\_\_\_

14. Is the Business a subsidiary of another entity?  Yes  No

15. Has the Business, or any officer or partner thereof, failed to complete a contract?  Yes  No \_\_\_\_\_

16. Is any litigation pending against the Business?  Yes  No  
If yes, who \_\_\_\_\_

17. Has the Business ever been declared "not responsible"?  Yes  No

18. Has the Business been debarred, suspended, proposed for debarment, and declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting?  Yes  No

19. Has the Business been a defaulter, as principal, surety or otherwise?  Yes  No

20. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default?  Yes  No

## ATTACHMENT C (CONTINUED)

### BUSINESS QUESTIONNAIRE

21. Is the Business in arrears upon a contract or debt? \_\_\_\_\_Yes \_\_\_\_\_No

22. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract? \_\_\_\_\_Yes \_\_\_\_\_No

23. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason? \_\_\_\_\_Yes \_\_\_\_\_No

24. If a "yes" response is given under questions 14 through 23, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). ETCOG reserves the right to inquire further with respect thereto.

25. List the name and business address of each person or legal entity, which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

26. Provide a listing of the business names and addresses of all present clients.

27. Name of principal financial institution for financial responsibility reference.

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

City and State: \_\_\_\_\_

Officer familiar with bidder's account: \_\_\_\_\_

Federal Taxpayer I.D. number: \_\_\_\_\_

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) ETCOG will have the grounds to terminate any or all contracts which ETCOG has or may have with the business; 2) ETCOG may disqualify the business named above from consideration for contracts and may remove the business from ETCOG's bidders list; or/and 3) ETCOG may have grounds for initiating legal action under federal, state or local law.

**Note: This questionnaire is also a certification form; the information requested will be used to determine small business status as per 13 CFR Part 121. Additionally, this information will allow ETCOG to report the amount of subcontracting activity with all businesses who offer the commodities and services used by ETCOG.**

Printed Name: Title: \_\_\_\_\_

Signature of Owner: \_\_\_\_\_

(Owner, CEO, President, Majority Stockholder or Designated Representative)

**I authorize the release of credit information for verification of financial responsibility.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Typed or Written)

## **UPDATED REGIONALLY COORDINATED TRANSPORTATION PLAN TABLE OF CONTENTS**

### **EXECUTIVE SUMMARY**

#### **I. INTRODUCTION**

This section shall include a general description of the background and purpose of this updated plan and the methodology used to update it including a description of outreach and public involvement activities.

#### **II. TRANSPORTATION RESOURCES IN THE REGION**

This section shall include a list and narrative description of:

- Transportation providers derived from a current, comprehensive inventory of providers including those offering public fixed route and demand-response services, and those offering services through private, non-profit, community-based organizations, health and human services agencies, work force agencies, and others. Between June and August 2009, the Public Transportation Division, under contract with the Texas Transportation Institute (TTI), will update the 2006 provider inventory. TTI will obtain information directly from recipients of funding from the Federal Transit Administration (FTA). Lead agencies shall survey non-FTA recipients for inclusion in the inventory.
- All agencies responsible for transportation planning in the region.

#### **III. COMPREHENSIVE ASSESSMENT OF THE PUBLIC'S UNMET TRANSPORTATION NEEDS AND INEFFICIENCIES IN THE DELIVERY OF TRANSPORTATION SERVICES**

This section shall be based on a current, comprehensive regional needs assessment and include a narrative description with supporting data explaining the region's unmet needs and inefficiencies based on findings from this needs assessment. Some sample needs assessment tools are posted at the [regionalserviceplanning.org](http://regionalserviceplanning.org) website ([sample documents](#)). 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 inefficiencies and service gaps including transportation needs of older adults, children, persons with disabilities, low incomes, limited English proficiency, those served by local-, state-, or federally funded health and human services agencies, and work force agencies, and others.
- A description of the research methodology, findings, and recommendations of a current, comprehensive regional needs assessment, as well as research instruments.

#### **IV. PLANNING FOR COMPREHENSIVE SERVICES**

This section shall describe how this updated plan integrates services of various programs including:

- FTA-funded programs including Job Access Reverse Commute, New Freedom, Elderly Individuals and Individuals with Disabilities, Urban Formula, and Non-Urbanized formula programs
- Health and human services programs
- Work force programs
- Other

## **V. EFFORTS TO STREAMLINE PARALLEL PLANNING PROCESSES**

This section shall identify parallel planning processes occurring in the region and describe how regionally coordinated transportation planning activities will align or integrate with other transportation planning processes and activities in the region. 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, other transportation agencies, work force agencies, health and human services agencies, and others.
- Description of how this updated plan satisfies requirements of various other funded programs.

## **VI. STAFF STRUCTURE AND PROCESS TO SUSTAIN PLANNING AND SERVICES**

This section shall describe the organizational structure, infrastructure, and process to sustain regionally coordinated transportation planning activities in the region, including:

- The lead agency's role and staffing capacity to carry out regional transportation planning activities;
- Steering committee member roles; committee membership, structure, and how the committee will operate, including discussion of the use of by-laws or other tools to enhance operations and effectiveness;
- How the lead agency will routinely and meaningfully engage steering committee members; how the lead agency will regularly reach out to engage other stakeholders including riders, potential riders, and other members of the public;
- How the lead agency and steering committee will regularly update this regionally coordinated transportation plan.

## **VII. VISION, MISSION, GOALS, AND OBJECTIVES**

This section shall include vision and mission statements of the steering committee as well as clearly articulated goal(s) and measurable, time-limited objectives to address identified needs and transportation service gaps.

Lead agencies shall determine the vision and mission statements, goals and objectives using a deliberative process actively involving the steering committee and other stakeholders including riders and potential riders. The Public Transportation Division encourages use of a skilled, neutral facilitator to aid this discussion and process. Lead agencies and steering committees shall prioritize objectives (identifying those that are short- or long-term) and address implementation based on time, resources, and feasibility.

## **VIII. LEVERAGING RESOURCES / SUSTAINABILITY**

This section shall describe how the region will leverage other resources to sustain regionally coordinated transportation planning activities beyond FY 2012.

## **IX. PERFORMANCE MEASURES TO EVALUATE EFFECTIVENESS**

This section shall list and describe specific, locally-determined a) process and outcome measures to evaluate this updated plan, and b) performance measures for assessing progress towards achieving the locally-defined goal(s) and objectives.