

HOUSTON-GALVESTON AREA COUNCIL CALL FOR PROJECTS FOR CMAQ COMMUTER AND TRANSIT SERVICES PILOT PROGRAM

PROCUREMENT PROCESS

Project Description: Commuter and Transit Services Pilot Programs

Department Manager: Craig Raborn, MPO Director

Contract Administrator: Aquina Grover, Senior Financial Analyst

Program Manager: Patrick Mandapaka, Assistant MPO Director

Project Manager: Alan Rodenstein, Senior Planner

Procurement Period: August 9, 2018 – August 8, 2022 (4-years)

Format: Written in Microsoft Word, New Roman, 11-point font, bound and signed. *The application may be submitted in pdf form.* The application is limited to 20 single sided pages and must adhere to the format specified in the Proposal Contents section of this Call for Projects (CFP). *Designated attachments will not count towards the 20- page limit.* An electronic copy of the completed application (including all attachments) must be submitted on a Compact Disc or a flash drive in addition to the copies.

Number of Copies: One electronic copy must be submitted.

Submit to: Craig Raborn, MPO Director
Houston-Galveston Area Council
Mail to: PO Box 22777, Houston, TX 77227-2777
Deliver to: 3555 Timmons Lane, Suite 120, Houston, TX 77027
Phone: 713-627-3200
Fax: 713-993-4508

Procurement Period: August 9, 2018 – August 8, 2022 (4-year)

Contract Type: Professional Services

Insurance: A Certificate of Liability Insurance requiring naming H-GAC as an additionally insured is mandatory for such contractors that are not self-insured for all claims for which they are responsible under the Texas Torts Claims Act.

Note: Project Sponsors are expected to be familiar with the contents of this Call for Projects, and to be highly involved in the application process. Project Sponsors are to be present in all meetings and conversations with H-GAC, including discussion of any application feedback, oral interviews and contract negotiation. Project Sponsors whose projects are selected for implementation are expected to remain actively involved during the implementation and the operations process which may be up to three years in length.

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CALL FOR PROJECTS TIMELINE

Activity	Schedule/Timeline
Call for Projects released and posted on H-GAC website	August 9, 2018
Pre-Application Workshop at H-GAC Office	August 28, 2018 - 2:00 – 3:30 PM
Deadline for submitting questions to be answered prior to initial submission of applications	September 10, 2018
Responses to all questions submitted prior to the initial submission of applications are posted on the website	September 17, 2018
Eligible applicants are invited to apply no later than October 9, 2018 for the initial submission (later applications will be considered only based on funding availability)	October 9, 2018, 4:00 PM , and subsequently as received until August 8, 2022 based on funding availability
Last day CMAQ CFP applications can be submitted (subject to funding availability)	August 8, 2022

CONTACTS

For questions regarding this Call for Projects, please contact in writing, responses will normally be posted on the H-GAC website procurement page. at <http://www.h-gac.com/purchasing>

Alan Rodenstein
 Senior Planner
alan.rodenstein@h-gac.com

SIGNATURE PAGE

Note: Submission must be signed by a duly authorized representative(s) of the respondent, which must be the actual legal entity that will perform the contract if awarded.

Respondent is <u>REQUIRED</u> to sign (in blue ink) this Call for Projects (CFP) <i>Signature Page</i> and return with the submitted proposal.	
Legal Name of Entity:	
Entity Mailing Address:	
City, State, Zip Code:	
Billing Address (if different from mailing address):	
Contact Person:	Phone Number:
Email Address:	
Authorized Signature of the person authorized to bind your company to any contract(s) that may result from this CFP:	
Authorized Signature:	Date:
Printed Name:	Title:
Email Address:	

Submission of a response will constitute acknowledgement and acceptance of all the terms and conditions contained in this CFP. Respondents, their authorized representative, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of this CFP at the time a response is submitted to H-GAC.

GOALS AND OBJECTIVES

GOALS

H-GAC is seeking to develop effective and sustainable pilot projects through its Congestion Mitigation Air Quality (CMAQ) Commuter and Transit Pilot Program. The Pilot Program shall assist in the development of alternative travel modes in a varied manner that will reflect the emerging changes of the Houston Galveston – Metropolitan region in 2018, and moving into the future.

OBJECTIVES

H-GAC is working to achieve several objectives with the Commuter and Transit Pilot Projects:

- Continuation of the development of new commuter bus services between the rapidly growing regional suburbs and the still growing urban employment core¹
- Implementation of suburb to suburban employment commuter bus service in the Houston – Galveston Metropolitan Planning Organization (MPO) or Metropolitan Planning Area (MPA)
- Initiation of first-mile/last-mile services that may include, but not limited to the use of advanced vehicle and service support technologies
- Development of rural feeder service to suburban Park and Ride locations to enhance access from smaller rural communities to the urban employment core and other locations
- Public Private Partnerships that will bring additional private sector expertise and technology for the Houston commuter and other transit services
- Other projects as to be determined such as, but not limited to, reverse commuting services and autonomous/connected vehicles

PROBLEM STATEMENT

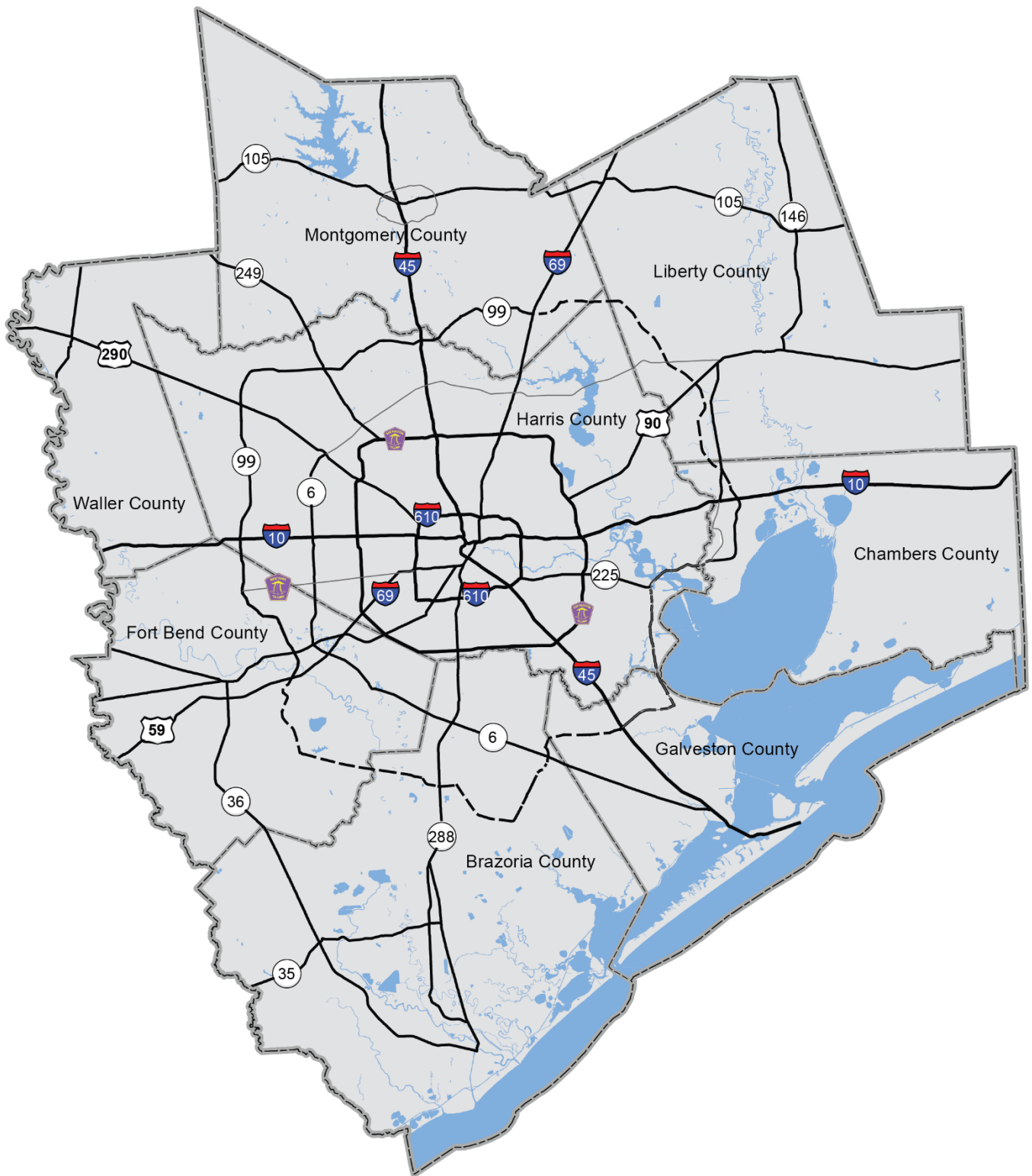
Over the last two decades the Houston – Galveston MPO region has been transformed to a larger, more urban and decentralized area due primarily to the rapid growth in population and employment. The population and employment growth has been faster outside of Beltway 8. However, slower yet substantial growth has continued inside of Beltway 8.

The employment growth has expanded beyond major central Houston employment centers and moved into a wide range of emerging suburban job centers. The “new” suburban employment centers such as the Energy Corridor District, Springwoods Village and the Woodlands are large sprawling job centers. Serving suburban job centers with traditional commuter services alone is challenging. The growth and dispersal of population in the eight-county MPO region has also resulted in many emerging communities lacking substantial or any transit services.

Travelling to employment or residential areas in the suburbs can be challenging. Even when commuter transit service is available, travelling the last mile(s) from the transit station to the destination may be difficult in the future. As suburban areas continue to grow in population, the need for travel to Central Houston from Suburban commuter services to major central Houston employment locations are and will remain viable in the locations further from the urban centers.

HOUSTON – GALVESTON METROPOLITAN PLANNING AREA (MPA)

¹ The urban employment core is defined as the four Central Houston employment centers including: The Central Business District, The Texas Medical Center, The Uptown-Galleria and Th Greenway Plaza District.



**INFORMATION REGARDING AVAILABLE FUNDING
AND ALLOWABLE EXPENSES**

H-GAC will award funding to Project Sponsors in amounts appropriate to the benefits and sustainability of the specific worthy project, subject to budget constraints. **The anticipated total federal funding available for CMAQ Commuter and Transit Pilot Projects will be \$4,015,000.** Federal funding is still subject to TxDOT and federal approval.

Past Project Sponsors have been public transit agencies, government entities or other nonprofit organizations providing public transportation service. **A private for-profit company cannot be a Project Sponsor, but may work closely with any one of the above entities above in a public private partnership.**

The maximum Commuter and Transit Pilot Projects awarded under this CFP **will not exceed \$1.6 million federal funds for the up to five-year life of any specific project.** The minimum anticipated amount of a Pilot Project is \$150,000. Funding is structured for three-year projects, but may be extended to five years.

CMAQ Commuter and Transit Pilot Project funding will provide federal assistance (at up to 80% per year for three-year projects). Five-year projects will spread Year Three funding among Years Three through Five of the project. Years One and Two will remain at up to 80% federal funding, with a requirement for 20% local funding. Expending the Year Three through Five funding is illustrated in the 2014 policy per CMAQ guidance and examples.

CMAQ Project Year	CMAQ Federal Funding (up to)	Required Local Funding (minimum)
Year 1	80%	20%
Year 2	80%	20%
Year 3	80%*	20%*
If funding for Year 4 and 5	See CMAQ guidance	Amount to be determined

*Only if final year of project funding

The link for the most recent 2014 CMAQ guidance with specific examples is:

https://www.fhwa.dot.gov/environment/air_quality/cmaq/policy_and_guidance/cmaq13ig.cfm

The Project Sponsor must demonstrate how the project will be financially sustainable during and after completion of the project.

CMAQ projects can use funding for operating, maintenance, administrative and marketing expenses. The purchase of major capital equipment or facilities does not qualify for funding under this CMAQ Call for Projects.

Project Sponsors are not required to directly operate Commuter or Transit service and can subcontract out to a private provider for some or all the project's operations and marketing functions. However, the full responsibility for the Pilot Project remains with the Project Sponsor. Contracts between H-GAC and the Project Sponsor are for a one-year period, and are renewed by mutual agreement.

SCOPE OF WORK

All CMAQ commuter and transit pilot projects should be coordinated with local governments and existing transit providers within the proposed service area. Coordination efforts developed should be documented in the application.

The application should clearly identify the overall H-GAC/MPO/regional goals met by the project. Describe how the service plan will meet the identified needs. In addition to the Service Plan, the applicant will provide a Marketing Plan, a Financial/Management Plan and baseline data which will allow H-GAC to estimate the project's air quality and mobility benefits.

A. DEVELOP A DETAILED SERVICE PLAN

Service Purpose and Project Goal – The Project Sponsor will explain the Pilot Project's key purposes and the potential rider needs that would be served because of implementing this program. The project's goals should be clearly stated, how they link to the proposed service plan and how they tie to the H-GAC/MPO goals of improved air quality and congestion mitigation.

Service Objectives – The Project Sponsor will describe how the Pilot Project is going to meet its measurable service objectives while addressing area and regional needs. Service objectives (such as passengers per revenue hour and farebox recovery ratio), should be clearly stated. Please provide a brief narrative including the methodology, input, data and results.

Service Description – The Project Sponsor will describe what kind of service the Pilot Project will provide.

- Indicate how it will be delivered and who, if known, will provide the service.
- Estimate the daily and annual total of service and revenue hours²
- Identify the primary and any alternate markets for the service
- State the frequency and intended hours of daily transit service
- Describe the service schedule in detail
- Indicate the trip purposes for the project in detail and the way they shall be addressed
- Illustrate the routes and service map within the parameters of the service area defined. Maps should be placed in Attachment A
- If commuter service is proposed, the estimated catchment area of potential demand should be identified separately. Clear maps and routes, preferably in GIS format, are required in Attachment A
- Service attractors and destinations should be clearly identified
- One-way fare to be charged and any discounted fares to be provided should be described along with estimated average fare
- (First mile/last mile only) Describe briefly the technological tools will be used to manage the service from the provider side?
- (First mile/last mile only) Describe briefly the technological tools that will be used to manage the service from the customer side?
- If innovative service elements are to be used, please clearly describe what they are and why they are relevant to the project

Implementation Schedule – The Project Sponsor will indicate when service will be developed, prepared and implemented as well as any activities associated with the start of service. It is expected that revenue service will be implemented within 120 days of H-GAC's Notice to Proceed or CMAQ funding may be forfeited. The Notice to Proceed will be normally issued within 10 days after the contract is executed (signed by both responsible parties).

² Service hours include all hours the transit revenue vehicle is on the road including hours it is not providing service to passengers (deadhead hours). Revenue hours are total service hours minus deadhead hours.

Guaranteed Ride Home – Indicated if proposed commuter service shall provide a Guaranteed Ride Home Service and describe the relevant details.

Project Feasibility and Challenges – The Project Sponsor will summarize why the pilot project is expected to be successful. What elements in the application will increase the likelihood of success? Please also consider what potential challenges exist that may limit the level of success the project may achieve.

Multiagency and Private Partnerships – Should the project intend to work with multiple agencies or as a public-private partnership, the nature of the relationship should be described in detail.

B. DEVELOP A MARKETING PLAN

A strong and effective Marketing Plan is a critical component of a successful new transportation service by assisting in the increase in ridership over time. It is expected that the Project Sponsor is committed to a robust and detailed Marketing and Outreach Plan that will be described in the response. H-GAC is not mandating the specific steps or requirements of the Marketing Plan, but will review it as part of the evaluation process. The Marketing Plan can include the use of traditional and consider the use of social media in both the start-up of service and during an ongoing effort for the full three-year period of project implementation. Valid marketing activities as determined by H-GAC is considered an allowable operating cost.

C. DEVELOP A FIVE YEAR FINANCIAL AND MANAGEMENT PLAN

Vital to the sustainability of any CMAQ Pilot Project is a realistic forecast of how project funding will be developed and maintained for the period of CMAQ implementation. Even if the CMAQ Project is intended for a shorter period (three years), a five-year Financial and Management Plan is needed. The Financial and Management Plan shall be prepared in the spreadsheet included in **Attachment B**, but *may be converted* to a PDF file for submission.

The analysis will include an assessment of:

- A clear identification of funding source(s) for the 20% local share in Years 1 and 2
- A clear identification of funding source(s) for the local share for Years 3-5 depending on allocation of federal share
- Total estimated allowable operating, administrative, maintenance and marketing expenses.
 - less up to 80% of net federal share
 - = the local share (20%) in Year 1-3 for a non-extended approach for project funding.
 - Should an extended funding approach be used for Years 3-5, net federal costs allocated in accordance with the 2014 CMAQ federal guidance (see page 7).
- If only non-CMAQ funds intended to be used for the 4th and 5th year of the project; other federal, state, local and/or private sources of funding should be clearly identified in the Financial and Management Plan
- The Financial and Management Plan from the Project Sponsors should be signed by the responsible official (e.g., Mayor or County Judge) or the organization's Executive Director.
- Project cost items should be clearly identified
- Estimated hourly and annual total cost of transit service should be identified
- Amount of fares to be charged and estimated revenues to be received annually should be specified
- The Project Sponsor may directly operate the service or conduct the service through an agreement with a private or public service operator. If the Project Sponsor is teaming with a private service provider, please identify the provider and describe their role in service delivery.

- Additional relevant information can be included that is not specified in the spreadsheet.

For the assistance of Project Sponsors, an example of a five-year Pilot Project Financial and Management Plan is shown after the blank template. Please be advised that the example has been created solely to illustrate how to complete the blank form in Attachment B and does not represent any Pilot Project - past, present or future.

D. AIR QUALITY IMPROVEMENT/CONGESTION MITIGATION

Due to the region's ongoing issues with meeting air quality standards for ozone, it is essential that project sponsors demonstrate a measurable net decrease in ozone precursors resulting from the operations of the proposed project. Ozone precursors include nitrogen oxides (NOx) and volatile organic compounds (VOCs). **The net emissions for the project are derived from the emissions of the transit vehicle(s) minus the emission reductions due to the decrease in Vehicles Miles Travelled (VMT) resulting from the implementation of CMAQ service.**

H-GAC requires the Route and Vehicle Information Form be completed that is included below to determine if the proposed response meets the required emissions reductions and CMAQ cost effectiveness determination. **Should the project meet the requirements, H-GAC will continue to process the application. If the project fails to demonstrate a net emissions reduction, H-GAC will discuss with the Project Sponsor possible avenues to augment the application, so that it can qualify. If avenues to enable the application to qualify are not feasible, the application will then be deemed non-responsive and rejected.**

H-GAC staff will perform all emissions impact projections for the full five-year period. It will base their CMAQ cost-effectiveness determination on the annual projected NOx reductions, averaged over the five years of the project.

COMMUTER AND TRANSIT SERVICES PILOT PROGRAM

CALL FOR PROJECTS FORM

Commuter and Transit Services Pilot Project Application: Route and Vehicle Information

If the service has multiple routes fill out a sheet for each route:

Route Name: _____

One Way Distance of the Entire Route _____

Distance (as travelled by the transit vehicle from the beginning of the route to every proposed stop:

Stop 1 _____ Stop 2 _____ Stop 3 _____

Stop 4 _____ Stop 5 _____ Stop 6 _____

Stop 7 _____ Stop 8 _____ Stop 9 _____

Estimated Average Passenger Trip Length _____

Number of Annual Service Days _____

Farebox Revenue Projection	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Existing Ridership						
Increased Ridership						
Ridership Projections						
Proposed Fare Schedule (Average Fare)						
Total Farebox Revenue						
Transit Service Costs						

Transit Vehicle Engine Information

Accurate transit vehicle engine information is critical to assess the emissions impact of a proposed transit project on regional air quality.

Project Sponsors utilizing commuter or transit buses as part of an application may use any fuel type to power the project vehicles if the project does not result in a net increase in ozone precursors, NO_x and VOCs. In practice, the lowest emissions will come from transit vehicles with engines that adhere to the 2009 Tier 2 heavy-duty motor vehicle and fuel emissions standard or better. Significant emission reductions can also be realized using alternative fueled engines that meet the EPA and CARB certifications including the CARB optional low NO_x emissions standard. CARB stands for the California Air Resource Board.

For first mile/last mile projects, hybrid-electric, plug-in hybrid-electric, or all-electric drivetrains are required. Other propulsion types will not be accepted for first mile/last mile projects and will result in the application being considered non-responsive.

Transit Vehicle Information (if known)

Vehicle Type _____

Vehicle/Engine Model Year _____

Passenger Capacity _____

Fuel Type _____

H-GAC requires that no higher than 0.2 NO_x in Grams Per Brake Horsepower-Hours (g/bhp/hr). A lesser amount is desirable and will be viewed favorably.

CRITERIA FOR EVALUATION

Commuter Pilot Projects and First Mile/Last Mile Criteria

Applications will be evaluated according to compliance with the application requirements stated above. All applications will be evaluated using the same criteria. The maximum total possible score is 100 points. A passing score will be considered a **minimum of 75 points**, and the application will be considered for funding. If the application scores are **between 65 and 74**, a meeting may be held at the discretion of H-GAC to see if adjustments can be made to the application to improve the score to above 74. If the adjustments cannot improve the score to above 74, the application will be rejected. Should the score be **64 or lower**, the application will be automatically rejected.

The following criteria will be used with scoring points for each section:

Project Justification – (5 points) – Identify why the project is needed.

- 1) Examination of current transportation needs and justification for services
- 2) Recommending service that meets with identified local need, HGAC/ MPO goals, and/or regional benefits
- 3) Identify if service provides benefits of innovative elements while demonstrating practical applications

Project Concept and Approach – (20 points) – Proposed applications should demonstrate both an understanding of and an ability to achieve the objectives stated in the submittal request. Applications must demonstrate that the project sponsor or respondent has a clear understanding of the scope of work and technical issues, related to the process, including:

- 1) Project purpose and goals
- 2) Describe project service objectives
- 3) Provide a detailed service description including how and whom shall provide service including coordination with key area stakeholders
- 4) Identify what trip purposes shall be addressed and how
- 5) Describe the Marketing Plan and Strategy
- 6) Define Implementation Schedule
- 7) State the funding sources that will be used
- 8) Identify the fully allocated cost of service
- 9) Provides innovative services that have not been present in the region earlier

Ability to Improve Air Quality and Relieve Congestion – (30 points) – The implementation of proposed projects must result in the annual reduction of NOx and other pollution emissions. Reductions in congestion as measured in fewer Single Occupancy Vehicles (SOV) using the roads should be verifiable.

- 1) Reduction in Vehicle Miles Travelled (VMT)
- 2) Increased Passenger miles travelled for first five years of project service
- 3) Decrease in NOx emissions resulting from project vehicles in revenue service.
- 4) H-GAC to conduct cost benefit analysis to determine each project's value

Sustainability – (30 points) – Proposed applications must include a five-year Financial and Management Plan that demonstrate funding sustainability during and after the period of the pilot program that increases the potential for project continuity.

Planning Achievements (15 points) - Provide connections to regional service which enhance the overall transportation network:

- 1) Develop multi-agency and innovative private public partnerships
- 2) Provide Guaranteed Rides Home (Commuter Bus Projects Only)
- 3) Ability to support non-work travel purposes and non-peak travel purposes
- 4) Ability to replicate service elsewhere in the region

GUIDELINES FOR SUBMITTAL

The project application should be written in Microsoft Word, New Roman, 11-point font, bound and signed. An electronic copy of the completed application (including all appendices) must be submitted on a Compact Disc or a flash drive.

Written in Microsoft Word, New Roman, 11-point font, bound and signed. *The application may be submitted in pdf form.* The application is limited to 20 single sided pages and must adhere to the format specified in the Proposal Contents section of this Call for Projects (CFP). *Designated attachments will not count towards the 20- page limit.*

Should a potential Project Sponsor consider applying after the time in which the initial applications are accepted, additional submittals will only be evaluated if funding is available. Initial pilot project applications are accepted **no later than 4:00 PM, October 9, 2018**. Applications will be accepted after that date but will be considered only based upon the funding available, until August 8, 2022. If project funding is available for the potential project, the application will be evaluated at any time during this Call for Projects.

Number of Copies to Submit: Ten (10) including Original, (9) copies **and** one electronic copy.

COMMUNICATIONS WITH H-GAC BY PROJECT SPONSORS

Once the Call for Projects is released to the public, communications and questions regarding the application are restricted to the Project Manager. No other individual at H-GAC should be contacted by the Project Sponsors or anyone else associated with the proposed project. **Under no circumstances should members of the H-GAC Board of Directors be contacted regarding the proposal at any time during the procurement process.**

Respondent(s) will not offer any gratuities, favors, or anything of monetary value to any official or employee of H-GAC (including all members of the evaluation committee) for the purposes of influencing consideration of any proposal.

Answers to the questions will **not be provided** prior to the Pre-Application Workshop on August 28, 2018.

Questions can only be asked in two formats:

First, by email to the individual listed below. For questions regarding the content of this Call for Projects, please contact **by e-mail only**:

Alan Rodenstein
Senior Planner/Project Manager
alan.rodenstein@h-gac.com

Second, questions may be asked at the Pre-Application Workshop.

Answers to questions asked to H-GAC in either manner prior to September 10, 2018 shall be posted on the website no later than September 17, 2018. Questions posed after September 10, 2018 will be posted in a reasonable time on the website, but will not be answered in time for the initial Call for Projects on October 9, 2018. All answers will be posted on <http://www.h-gac.com/purchasing>. It is the responsibility of Project Sponsors to check the website for any possible changes and for updated questions and answers.

Any changes, corrections, additions, or deletions made to this Call for Projects will be posted to the H-GAC website <http://www.h-gac.com/purchasing>. It is the responsibility of Project Sponsors to check the website for any possible changes.

THE PRE-APPLICATION WORKSHOP

The August 28, 2018 pre-application workshop is optional, but strongly recommended. It is designed to review the requirements of the Call for Projects with the Project Sponsors and any associated parties. The pre-application workshop is intended to provide clarification regarding the elements of the Call for Projects. It also will provide a forum to ask questions regarding the Call for Projects.

ORAL PRESENTATIONS AND REQUEST FOR CLARIFICATIONS

The H-GAC Evaluation Committee reserves the right to request an in person oral presentation or request written clarifications for any application submitted. The oral presentation or written clarification will provide a better opportunity to understand the nature of the application.

KICKOFF MEETING

Should an applicant's project be selected, a meeting at H-GAC will be held at least three weeks before service on the CMAQ pilot project begins. H-GAC and the Project Sponsor shall hold a pre-implementation kickoff meeting. The Project Sponsor must attend the meeting, although other partners may be present as well. Among the elements of the kickoff meeting are:

- Review of relevant elements of the project contract along with the expectations of H-GAC for service delivery and performance
- Review the billing process, data needs, required forms, and the need for on-time submission of invoices and along with the invoice review and payment schedule
- Preparations for the CMAQ project kickoff should be confirmed along with the guidelines for H-GAC participation

APPENDIX A CMAQ FUNDED PROJECTS 1999-2017

Project	Sponsor	Status	Year Begin	Type of Project
<i>Conroe Park and Ride</i>	<i>City of Conroe</i>	<i>TBD</i>	<i>2018 TBD*</i>	<i>New (P&R)</i>
Fort Bend Expansion – TMC	Fort Bend Transit	Year 3	2016	Expansion (P&R)
League City P&R to Galveston/UTMB Expansion	Connect/ Gulf Coast Center	Suspended	2015	Expansion (P&R)
Energy Corridor Car Share	Energy Corridor	Completed	2014	New (TDM support)
League City P&R to Galveston/UTMB Original Service	Connect/ Gulf Coast Center	Completed	2012	<i>New (P&R)</i>
League City Park and Ride Northbound	Connect/ Gulf Coast Center	Closed	2012	<i>New (P&R)</i>
Fort Bend County Express – TMC	Fort Bend Transit	Completed	2012	<i>New (P&R)</i>
Island Connect Park and Ride	Connect/ Gulf Coast Center	Closed 2016	2009	<i>New (P&R)</i>
Pasadena Park and Ride	Harris County	Closed 2010	2009	<i>New (P&R)</i>
Sterling Ridge Park and Ride	BTD/Woodlands Township	Completed	2008	<i>New (P&R)</i>
Baytown Park and Ride	Harris County	Completed	2007	<i>New (P&R)</i>
The Woodlands Waterway Trolley	BTD/Woodlands Township	Completed	2007	<i>New (Circulator)</i>

Project	Sponsor	Status	Year Begin	Type of Project
Fort Bend Express - Greenway Plaza	Fort Bend Transit	Completed	2001	<i>New (P&R)</i>
Fort Bend Express - Uptown/Galleria	Fort Bend Transit	Completed	2000	<i>New (P&R)</i>
Greenspoint Flyer Circulator	Greenspoint Management District	Completed	2004	<i>New (Circulator)</i>
Uptown Galleria Lunch Town Shuttle	Uptown Management District	Closed 2007	2005	<i>New (Circulator)</i>
Waller County Inter County Circulator	Colorado Valley Transit (CVT)	Completed	1999	<i>New (Circulator)</i>
Waller County Intra County Circulator	CVT	Completed	1999	<i>New (Circulator)</i>
Waller County to Katy Mills	CVT	Completed	1999	<i>New (Circulator)</i>
Westchase District Shuttle	Westchase Management District	closed 2000	1999	<i>New (Circulator)</i>
Clear Lake Circulator	Bay Area Transportation Partnership	closed 2001	1999	<i>New (Circulator)</i>
Green Line Express	North Houston Association	Completed	1998	<i>New</i>

ATTACHMENT A

PILOT PROJECT ROUTES AND SERVICE MAP(S)

ATTACHMENT B³

FINANCIAL AND MANAGEMENT PLAN SPREADSHEET

Data	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Days of Service per Year						
Daily Passengers (Unlinked Trips)						
Annual Passengers						
Daily Passenger Miles Travelled						
Annual Passenger Miles Travelled						
Daily Vehicle Hours						
Annual Vehicle Hours						
Expenses						
Operating Expenses						
Marketing Expenses						
Administrative Expenses						
Total Gross Expenses						
Funding/Revenues						
Total Gross Expenses						
Fare Charged (average)						
Farebox Revenue (Annual Passengers times average fare)						
Net Expenses						
CMAQ Funding Levels						
CMAQ Funding Dollars Year 1-3						
Local/Non CMAQ Funding Level						
Local Funding Dollars Year 1 -3						
Total Funding Dollars Years 1-3						
% Federal Funding Year 4 + 5						
\$ Federal Funding Year 4 + 5						
% State Funding Year 4 + 5						
\$ State Funding Year 4 + 5						
% Local Funding Year 4 + 5						
\$ Local Funding Year 4 + 5						
% Other Funding Year 4 + 5						
\$ Other Funding Year 4 + 5 (Total)						
Describe Other funding source(s)						
Total Funding Year 4 + 5						

³ Additional information may be provided if needed.

CREATED EXAMPLE OF SPREADSHEET TEMPLATE

Data	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Days of Service	255	255	255	255	255	255
Daily Passengers	250	300	325	350	360	1,585
Annual Passengers	63,750	76,500	82,875	89,250	91,800	404,175
Daily Passenger Miles Travelled	5,000	6,000	6,500	7,000	7,200	31,700
Annual Passenger Miles Travelled	1,275,000	1,530,000	1,657,500	1,785,000	1,836,000	8,083,500
Daily Service Hours	25	25	25	25	25	25
Annual Service Hours	6,375	6,375	6,375	6,375	6,375	31,875
Expenses						
Operating Expenses	\$834,721	\$859,763	\$885,556	\$ 912,122	\$939,486	\$4,431,648
Marketing Expenses	\$13,391	\$13,793	\$14,207	\$14,633	\$15,072	\$71,096
Administrative Expenses	\$44,638	\$45,977	\$47,356	\$48,777	\$50,240	\$236,987
Total Gross Expenses	\$892,750	\$919,533	\$ 947,118	\$ 975,532	\$1,004,798	\$ 4,739,731
Funding/Revenues						
Total Gross Expenses	\$892,750	\$919,533	\$947,118	\$ 975,532	\$1,004,798	\$ 4,739,731
Fare Charged (average)	\$4.50	\$4.50	\$4.50	\$5.00	\$5.00	
Farebox Revenue (Annual Passengers times average fare)	\$286,875	\$344,250	\$372,938	\$ 446,250	\$459,000	\$ 1,909,313
Net Expenses	\$605,875	\$575,283	\$574,181	\$529,282	\$545,798	\$ 2,830,418
CMAQ Funding Levels	80%	70%	70%	0%	0%	
CMAQ Funding Dollars Year 1-3	\$484,700	\$402,698	\$401,927			
Local/ Funding Levels	20%	30%	30%	100%	100%	
Local Funding Dollars Year 1 -3	\$ 121,175	\$172,585	\$172,254			
Total Funding Dollars Years 1-3	\$605,875	\$575,283	\$574,181	NON CMAQ	NON CMAQ	
% Federal Funding Year 4 + 5				50%	50%	
\$ Federal Funding Year 4 + 5				\$264,641	\$272,899	
% State Funding Year 4 + 5				15%	15%	
\$ State Funding Year 4 + 5				\$79,392	\$81,869	
% Local Funding Year 4 + 5				30%	30%	
\$ Local Funding Year 4 + 5				\$158,785	\$163,739	
% Other Funding Year 4 + 5				5%	5%	
\$ Other Funding Year 4 + 5				\$26,464	\$27,290	
Describe Other funding source(s)	Private Grants Private Grants					
Total Est. Funding Year 4 + 5				\$529,282	\$545,798	

Numbers were created as an example and are not reflecting any existing or future project

ATTACHMENT C – TERMS AND CONDITIONS

By applying, the respondent agrees that it has read and fully intends to comply with the terms and conditions contained in this solicitation document as applicable to any subsequent contract or funding agency requirements or agreements.

A. H-GAC Terms and Conditions

1. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.
2. All materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a
3. part of an application, are considered public information, unless otherwise noted in the application itself as a trade secret or proprietary information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. H-GAC is not responsible for the return of creative examples of work submitted.
4. H-GAC will not be held accountable if material from responses is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.
5. Contract Termination:

a. Convenience

H-GAC may terminate this Agreement in whole or in part without cause at any time by written notice by certified mail to the Applicant whenever for any reason H-GAC determines that such termination is in the best interest of H-GAC. Upon receipt of notice of termination, all services hereunder of the Applicant and its employees and subcontractors shall cease to the extent specified in the notice of termination. In the event of termination in whole, the Applicant shall prepare a final invoice within 30 days of such termination reflecting the services actually performed which have not appeared on any prior invoice. Such invoice shall be satisfactory to the Executive Director or his designee. H-GAC agrees to pay the Applicant, in accordance with the terms of the Agreement, for services actually performed and accruing to the benefit of H-GAC, less payment of any compensation previously paid.

The Consultant may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to H-GAC. The Consultant may not give notice of cancellation after it has received notice of default from H-GAC. In the event of such termination prior to completion of the Agreement provided for herein, H-GAC agrees to pay services herein specified on a prorated basis for work performed and invoiced in accordance with the terms of this Agreement, less payment of any compensation previously paid.

b. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreement so that completion of the services herein specified within the agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

In the event of such termination, all services of the Contractor and its employees and subcontractors shall cease and the Contractor shall prepare a final invoice reflecting the services performed pursuant to the Agreement which have not appeared on any prior invoice. Such invoice must be satisfactory to the Executive Director of H-GAC or his designee. H-GAC agrees to pay the Contractor, in accordance with the terms of this Agreement, for services performed and accruing to the benefit of H-GAC as reflected on said invoice, less payment of any compensation previously paid and less any costs or damages incurred by H-GAC as a result of such default, including incremental costs that H-GAC will incur to have the Agreement completed by a person other than the contractor.

B. Right and Privileges

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisitions Regulations Council (Councils) as authorized by 41 U.S.C 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to the Federal Rule above, when federal funds are expended by the Houston-Galveston Area Council, the Houston-Galveston Area Council reserves all rights and privileges under the applicable laws and regulations with respect to this agreement in the event of breach of contract by either party.

C. Anti-Competitive Behavior

Respondent will not collude, in any manner, or engage in any practice, with any other Respondent(s) which may restrict or eliminate competition or otherwise restrain trade.

Respondent(s) will not offer any gratuities, favors, or anything of monetary value to any official or employee of H-GAC (including any and all members of the Evaluation Committee) for the purposes of influencing consideration of any application.

D. Interpretation of Specifications

The specifications and/or product references contained herein are intended to be descriptive rather than restrictive. H-GAC is requesting application which meets its requirements. Specific services and collection references may be included in this CFP for guidance, but they are not intended to preclude Respondents from recommending alternative solutions offering comparable or better performance or value. Results of informal meetings or discussions between a potential Respondent and H-GAC official or employee may not be used as a basis for deviations from the requirements contained in this CFP.

E. Ownership of Materials

Ownership of all data, materials and documentation originated and prepared for H-GAC pursuant to this CFP and the resulting contract will belong exclusively to H-GAC.

F. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government

Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to the Federal Rule above, Respondent certifies that during the term of the agreement, the Respondent agrees to comply with all applicable requirements as referenced.

G. Suspension and Debarment

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that it is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that during the Term of the Agreement, the Respondent certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Respondent shall immediately provide the written notice to the Houston-Galveston Area Council if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The Houston-Galveston Area Council may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the Houston-Galveston Area Council knows the certification is erroneous.

H. Conflict of Interest Questionnaire (If awarded a contract)

Chapter 176 of the Texas Local Government Code requires contractors and consultants contracting or seeking to contract with H-GAC to file a conflict of interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer’s close family member. The required questionnaire and instructions is located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf> H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. The CIQ must be completed and filed with a bid/proposal response if an employment or business relationship defined in the law exists.

I. Certificate of Interested Parties Form – Form 1295 (If awarded a contract)

Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. A copy of the filed form must be provided to H-GAC with the proposal response.

J. H-GAC Responsibilities

H-GAC is responsible for project administration and final decisions on all contractual matters. All responses to inquiries about the CFP and attachments will be posted on the H-GAC website as often as possible. Visit <http://www.h-gac.com/purchasing> to access the CFP page. H-GAC has sole discretion and reserves the right to cancel this CFP or to reject any or all proposals received prior to the contract award. H-GAC reserves the right to waive any formalities concerning this CFP, or to reject any or all proposals or any part thereof.

K. Title VI Requirements

The (Title of Recipient), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

L. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

M. ADA Accessibility

Federal Transit Administration (FTA) regulations with respect to the Americans with Disabilities Act (ADA) apply to all potential applications associated with this Call for Projects. Technological innovations in mobility, specifically developed by Transportation Networking Companies (TNC)’s and others should be balanced with basic adherence to civil rights as it applies to access to transportation for persons with disabilities.

N. Compliance with Federal Law, Regulations, and Executive Orders

Respondent’s attention is called to the fact that any contract between H-GAC and the selected respondent(s) will be subject to financial assistance contracts between the H-GAC and various State or Federal agencies various State or Federal agencies various State or Federal agencies. The contract to be awarded, therefore, is subject to the terms of these agreements and will not proceed without these agreements having been duly executed. The successful respondent will be required to comply with, in addition to other provisions of the agreement, the conditions required by applicable federal regulations, including those regulations which must be documented in the proposal, as indicated the Proposal Contents section of this RFP. Contractor will comply will all applicable federal law, regulations, executive orders, policies, procedures, and directives.

O. Byrd-Anti Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must 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 tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Respondent agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Pursuant to the Federal Rule above, Respondent certifies that during the term and after the awarded term of the agreement, that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the Respondent, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence an officer or employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Respondent shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) Respondent shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

P. Clean Air and Water Pollution Control Act

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Respondent certifies that during the term and after the awarded term of the agreement, that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Q. Compliance with EPA Regulations Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts

Respondent certifies that Respondent is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

R. Compliance with Energy Policy and Conservation Act

Respondent certifies that Respondent will be in compliance 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 (Pub. L. 94-163, 89 Stat. 871).

S. Procurement of Recovered Materials

The Houston-Galveston Area Council and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

T. Copeland “Anti-Kickback” Act (Add if Budget over \$100k)

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

U. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;

- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

V. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly.

W. Management Plans/Consortiums, etc.

Consortiums, joint ventures, or teams submitting proposals will not be considered responsive to this CFP unless they have demonstrated in a management plan that all contractual responsibility rests solely with The Project Sponsor of the team. A duly authorized official of the Project Sponsor must sign the cover letter and other pertinent certifications.

X. Insurance

Respondent must provide professional liability, general liability and property insurance in amounts in accordance with applicable State Statute or Federal Regulation sufficient to cover applicable contractual liability, protect program equipment, and facilities. Respondent must ensure that any owned, leased, or non-owned automobiles used in performance of any contractual agreement by Respondent's employees or agents are covered by sufficient automobile liability insurance. Respondent further represents to H-GAC that it either has Workers' Compensation insurance in the amount required by statute or is self-insured for Workers' Compensation coverage under statute. All insurance certificates, policies, and binders must be maintained by Respondent at its program site for review by H-GAC at any time, and a copy must be provided to H-GAC upon contract award.

Y. Drug-Free Workplace

Respondent must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy upon contract award.

Z. Publicity

Any publicity released by the Respondent giving reference to this contract, whether in the form of press releases, brochures, photographic coverage, or verbal announcement shall be issued only with pre-approval of H-GAC.

AA. Applicability to Subcontractors

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this procurement solicitation will be bound by the foregoing terms and conditions.

BB. Resolution of Protested Solicitations and Awards

Any Respondent who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement, and up to five (5) days after the H-GAC Board of Directors public agenda is posted for action regarding the questioned item. Grievances filed more than five (5) working days after action by the H-GAC Board of Directors will not be deemed timely and will not be considered. In order for a Respondent to enter the grievance process, a written complaint must be sent to the Chief Operations Officer of H-GAC by certified mail and sent to 3555 Timmons Lane, Houston, Texas 77027, which includes the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of the reasons for the protest.
4. Supporting exhibits, evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of H-GAC's Procurement Procedures, a violation of State or Federal Law (if applicable), or a violation of applicable grant or contract agreements to which H-GAC is a party. Failure to receive a procurement award from H-GAC in and of itself does not constitute a valid grievance. Upon receipt of grievance, the Chief Operations Officer will initiate the informal resolution process.

The Procurement Administrator or Department Director responsible for the solicitation will contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from the date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Chief Operations Officer of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Administrator or Department Director is not successful in resolving the allegations, the complaint, along with the comments, will be forwarded to the Chief Operations Officer immediately. The Chief Operations Officer will review all documentation. All interested parties will be given written notice of the date, time, and place of hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

The complainant may appeal the Chief Operations Officer's decision by submitting a written appeal, within five (5) working days, to the Executive Director of H-GAC. The Executive Director, upon receipt of a written notice of appeal, will contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of H-GAC has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer will conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee will be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The Respondent may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction