



**REQUEST FOR PROPOSAL  
FOR  
SMART TRANSIT HUBS**

## PART 1 REQUEST FOR PROPOSAL

**1.1 Invitation:** VIA Metropolitan Transit (hereinafter "VIA") is seeking proposals from qualified firms for Smart Transit Hubs. Smart Transit Hubs is a pilot program designed to improve first and last mile options at key VIA transit and park & ride locations.

**1.2 Introduction:** VIA is a Metropolitan Transit Authority created according to Chapter 451, Texas Transportation Code ("VIA") to provide public transportation services for the citizens of Bexar County. The system's legal name is VIA Metropolitan Transit. VIA is a Political Subdivision of the State of Texas and governed by a Board of Trustees who are appointed by its County and Municipal Governments. VIA provides fixed route transit service, paratransit service for mobility-impaired customers, special event and park and ride service. In total, VIA's service area is approximately 1,200 square miles.

Our Mission: VIA Metropolitan Transit provides regional multimodal transportation options that connect our community to opportunity, support economic vitality and enhance quality of life throughout our region.

VIA's Board-adopted Supplier Diversity Policy:

VIA is committed to enhancing business/supplier diversity opportunities for all who want to do business with the Agency. VIA believes it is fundamental to its commitment to the local economy to allow competition in order to grow and develop a portfolio of critical and valued business partners. VIA believes that generating open competition brings value to the Agency and an ability to leverage the best resources in the marketplace. Supplier diversity increases VIA's access to creativity and innovation.

VIA believes that it is the responsibility of its Procurement process and the responsibility of every staff member at VIA who secures products and services and who makes purchasing decisions for the Agency to strive to meet this commitment. The VIA Board of Trustees supports its Procurement overall objectives which focus on obtaining the best quality and service at minimum cost and which guard against favoritism and profiteering at public expense. VIA seeks to provide equal opportunities for all businesses to participate. It is integral element of each VIA staff member's responsibility to look to minority-and small-business firms for contracting opportunities. Broadening the supplier pool means better service and value for VIA.

### **1.3 Procurement Schedule:**

**1.3.1 Summary of Salient Dates:** Following are the salient dates of the procurement process:

<u>Date</u>	<u>Time*</u>	<u>Event</u>
<u>November 27, 2018</u>		Request for Proposal Issued.
<u>December 7, 2018</u>		Last Day to Submit Request for Clarifications and/or Modifications to the Procurement/Contract Documents.
<u>December 21, 2018</u>	<u>5:00 P.M (CST)</u>	Deadline for submitting Proposal Package.

\*Unless a specific time is indicated, the time shall be 5:00 P.M. (CST)

**1.3.2 Inquiry and Questions:** Effective immediately upon release of the Request for Proposal (RFP), and until notice of contract award, all official communications from proposers regarding the requirements of this RFP shall be directed to the Contracting Officer (See section 4.6 Code of Ethics). Proposal Packages should be submitted to, and any requests and all questions should be directed to:

VIA Metropolitan Transit  
Procurement Department  
Attn: Albert Gonzalez, Contracting Officer  
800 W. Myrtle, Suite 203

P.O. Box 12489  
San Antonio, Texas 78212  
Telephone: 210-362-2408  
Fax: 210-362-2588  
E-mail: [albert.gonzalez@viainfo.net](mailto:albert.gonzalez@viainfo.net)

### **1.3.3 Pre-proposal Conference: Reserved**

**1.3.4 Request for Clarification and/or Modifications:** Proposers must submit requests for changes, clarifications and modifications of the specifications in writing as provided in Section 4.2.2., Proposers Requests and Appeals, of the contract documents. The Request for Proposal documents (which will ultimately form the Contract) can only be modified in writing. The Contracting Officer must receive requests for changes to, or approval of equals, clarifications or modifications to the request for proposal no later than 5:00 p.m. (CST), on the date indicated above. Those requests may be faxed to (210) 362-2588. The Contracting Officer shall issue a response to those requests to all prospective proposers via email and copies will be posted on VIA's internet site ([via.mwdsbe.com](http://via.mwdsbe.com)). Proposers are responsible for ensuring that they have received all modifications and incorporated any changes in their proposals.

**1.3.5 Receipt of Proposal:** Prior to the time and date indicated above, (in the section entitled, "Summary of Salient Dates") all Proposal Packages shall be delivered to the Contracting Officer at the address indicated above, (in the section entitled "Inquiry and Questions"). Proposal Packages received after the above time and date shall not be considered, except as provided in the section entitled "Late Submissions." An unbound original and 8 bound copies of the technical proposal, and one unbound original of the price proposal shall be submitted in separate sealed packages. The technical proposal package shall be labeled "**Technical Proposal – Smart Transit Hubs**" and the price proposal envelope shall be labeled "**Price Proposal – Smart Transit Hubs**" and addressed as indicated above, (in the section entitled "Inquiry and Questions").

**1.3.6 Amendment and/or Postponement:** VIA reserves the right to postpone, for its own convenience, the deadline for submitting proposals. Further, VIA reserves the right to unilaterally revise or amend the scope of services up to the time set for submitting proposals. Such revisions and amendments, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective proposers. The deadline for submitting proposals shall be at least five (5) working days after the last addendum and the addendum shall include an announcement of the new date, if applicable, for submitting proposals. Proposers are requested to acknowledge receipt of all addendums as part of the technical proposal. Failure to acknowledge an addendum will not automatically disqualify a proposer, but failure to address any changes in the proposal may lead to a lower score than would otherwise be the case. Any Proposer whose proposal has already been submitted to VIA when the decision to postpone is made will be afforded the opportunity to revise or withdraw their proposal.

**1.4 Acceptance Period:** Proposals shall remain valid for a period of ninety (90) calendar days from the date of submission. If a Best and Final Offer has been requested of the Offeror/Proposer, the Proposal shall remain valid for a period of up to ninety (90) additional days from the date of submission of the Best and Final Offer.

### **1.5 Evaluation and Selection of Proposals:**

#### **1.5.1 General:**

**1.5.1.1 Separate Packages:** Proposers are required to respond to this RFP with two separate packages: a technical proposal and a price proposal. VIA's Evaluation Committee will first evaluate the technical proposals and determine which are technically acceptable. These will be ranked within a technical competitive range.

**1.5.1.2 Responsiveness:** In order for a Proposer to be eligible to be awarded the Contract, the Proposal must be responsive to the Request for Proposal, and VIA must be able to determine that

the proposer is responsible to perform the Contract satisfactorily. Responsive Proposals are those complying in all material aspects of the solicitation. A Proposer may, at any time after the submission of the Proposal, be requested to submit further written evidence verifying that the firm(s) meets the criteria necessary to be determined a responsible Proposer. Refusal to provide requested information may result in the Proposer being declared nonresponsive, and the Proposal may be rejected.

Proposers are expected to agree with the terms contained or referenced herein. Proposers should therefore not make any changes to these terms, nor restate any provisions in their Proposal or supporting material. However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to the RFP. VIA is under no obligation to entertain or accept any such specific exceptions.

VIA will accept proposals that offer exceptions to VIA's general terms and conditions. VIA may negotiate such exceptions with Proposers that fall within the overall competitive range. Should VIA and a proposer fail to come to acceptable terms, that proposer shall be eliminated from consideration for contract award.

**1.5.1.3 Organization of Technical Proposal Materials:** To enhance the comparability and facilitate evaluation, all proposals must be organized addressing each of the evaluation criteria as set forth in the following section entitled "Evaluation of Technical Proposal." VIA shall appoint an Evaluation Committee to evaluate all proposals submitted for this project.

## **1.5.2 Evaluation of Technical Proposal:**

**1.5.2.1 Initial Evaluation:** All proposals will be initially evaluated and ranked based on weighted evaluation criteria listed below or that may be issued in addenda. Evaluation criterion is deemed to include any unstated "sub-criterion" that logically might be included within the scope of the stated criterion.

**1.5.2.2 Review:** The technical submittals shall be reviewed and evaluated by the Evaluation Committee on the basis of the 100-point rating system. The technical evaluation shall be based on the responsiveness of the technical submittal to the needs of VIA and to the requirements of the technical specifications with a maximum numerical rating as indicated herein.

**1.5.2.3 Evaluation Form:** Each member of the Evaluation Committee shall complete an evaluation form for each technical proposal submitted. The final technical rating for each proposal shall be based on the average of the total score compiled by members of the Evaluation Committee.

<b>CRITERIA</b>	<b>WEIGHT</b>
A. Statement of Project Understanding:	<b>10</b>
B. Project Approach: Proposal addresses full scope of services necessary to deploy the Smart Transit Hubs pilot program. The proposed pilot aligns with stated VIA goals. The proposer shall prepare a detailed description of the services offered.	<b>45</b>
C. Relevant Experience/Past Performance/References/Key Team Members: Proposal demonstrates successful past performance developing and implementing a similar project. Firm and team member qualifications will be considered.	<b>15</b>
D. Data Collection/Reporting Proposal describes a plan for measuring performance, including indicators that are tied to the project goals, such as increased first and last-mile options, increased utilization of existing transit services and programs, increased transit ridership, and/or other relevant metrics.	<b>15</b>

E. Quality Control/Performance Monitoring:

15

Coupled with tracking performance of the program to ensure success, the proposal identifies plans to modify the Pilot if it is not performing as intended, to better serve demand, or resolve unanticipated issues.

**TOTAL 100**

Proposals should be submitted in three-ring binders. To be acceptable, proposals shall not be more than 40 pages single-sided or 20 pages double-sided with both using twelve (12) point or greater font size. The total pages do not include the required forms, resumes and brochures. Any resume submitted shall be a two (2) page maximum, double-sided using twelve (12) point or greater font size.

Proposals shall be formatted as follows:

1. Statement of Project Understanding - Describe your firm's understanding of VIA 's existing conditions, challenges, and needs. Clearly state your understanding of the project goals, needs, and any significant opportunities or constraints posed by the Pilot. Briefly discuss how your proposed approach aligns with VIA's stated goals. (2-page limit response)
2. Project Approach - Provide a clear statement of the general approach to be undertaken on the project, including the level of effort required for the work proposed. Submittals are to propose a comprehensive Pilot project approach, describing a specific business or program model, technology platform, and service to customers. If your proposal requires a modification or addition to the Scope of Work in the interest of innovation, please state this here and describe why your approach varies and is innovative.

**Please address any or all of the following questions/considerations in the Project Approach section that are relevant to Your Proposal:**

**A. Increase first and last-mile options at specific transit center locations**

1. How can your solution increase first and last-mile options?
2. What solution do you have to make first and last-mile options more available? More reliable?
3. What technology would you propose to implement that address the needs unique to the San Antonio region (e.g. heat, safety, low density)?
4. Why is your solution an improvement to the first and last-mile options that currently exist in San Antonio?
5. What business model would you propose to offer for your solution?
6. How will your solution improve first and last-mile connections? Please describe.
7. Will your solution focus on a specific transit center listed in scope of work Goal 1? If so, where and why?
8. How many people will use your solution? How will you track utilization? Please describe.
9. What physical specifications will you require to offer your solution at specific transit centers?

**B. Leverage existing VIA transit services, technologies, and programs**

1. Which elements of VIA's existing transit services, technologies, and programs would you seek to leverage? How?
2. Which routes and/or service currently offered by VIA do you see as best paired with your alternative transportation solution?
3. How will your solution integrate with and/or compliment VIA's current fare structure?
4. Will your solution integrate VIA's current app-based payment structure, goMobile, which is provided by moovel?
5. How will your solution attract more ridership to VIA's current system?
6. What discounts/incentives will you offer customers to incentivize more transit ridership?

**C. Leverage existing first and last-mile programs, technologies, and business practices**

1. Of the first and last-mile programs currently offered in San Antonio, which ones would you seek to leverage for the benefit of VIA customers? How?
2. Will your solution seek to leverage any other transportation programs not related to first and last-mile solutions? How?
3. Will your solution include upgrades to technology that exist in current first-mile/last-mile programs? Please describe

**D. Create new first and last-mile technologies, and business practices that address gaps in current and existing first and last-mile programs**

1. Why will your program be unique and/or competitive to other existing programs?
2. Describe in detail the structure of your program and how it will contribute something new to the current first-mile/last-mile landscape.

**E. Create opportunities to improve first and last-mile program equity for vulnerable populations**

1. How will you seek to partner with community-based organizations to deploy your solution?
2. How would you measure your progress and ultimate success in reaching low income populations or disadvantaged populations?
3. What programs would you seek to implement, expand, or continue to improve the access of low income populations to first-mile/last-mile programs? How would these programs be funded?
4. Would your technology improve the ability of disabled persons to access first and last-mile programs? If so, how?

**F. Other possibilities:**

1. Would you be open to daily, weekly, and/or monthly passes to combine your solution with a VIA transit pass on VIA goMobile? Please describe how you envision this working.
2. Would you be open to joint marketing and branding efforts designed to help support VIA's existing marketing and branding efforts? Please describe how you envision this working.
3. VIA is considering a rider rewards program that may work in two different ways:
  - VIA riders earn transit rewards from using a third-party mobility partner or shopping at another business
  - Mobility partners donate credits for VIA monthly (or equivalent spend) pass riders to use on companion first/last mile solutions, which would encourage more riders on VIA and on mobility partners
3. Please describe your interest in working with VIA on a rider rewards program.
4. Data Sharing – how could your solution allow you to share data with VIA to help encourage more inter-modal rides, trip planning, and more. Please describe how you would share data based on the solution proposed.

3. Project Timeline: Provide a schedule for performing the tasks identified in the Scope of Work.

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

Please also provide firm size, number of employees, primary type of business, other affiliated businesses or services, and other descriptive material. This shall also include the following information: Your firm's legal name, address, telephone number, fax number, e-mail, and web address. Provide a written description of your firm's knowledge areas and relevant experience.

5. Data Collection/Reporting: Include a plan for measuring program performance, including indicators that are

tied to the project's goals, such as increased first and last-mile options, increased utilization of existing transit services and programs, increased transit ridership, and/or other relevant metrics.

6. Quality Control/Performance Monitoring: Identify how the proposal could be modified if the program is not performing as intended. Include how the proposal can be adjusted to better serve demand or resolve unanticipated issues.
7. Other Information: Since the preceding sections are to contain only the data that is specifically requested, any additional information that is considered essential to the proposal should be included in this section.
8. Required Forms (Forms from Part 9 of the RFP document)

**1.5.2.4 Technical Evaluation:** Following an initial evaluation and ranking of the technical proposals submitted, VIA will identify those firms technically qualified to perform the work regardless of price. If VIA determines that a Proposal is not technically sufficient, or a Proposer is not technically qualified, that Proposal will not be evaluated further.

**1.5.2.5 Further Discussions/clarification:** After determining which of the technical proposals are within the competitive range, the Committee shall determine whether acceptance of the most favorable initial proposal without discussion is appropriate and in the best interest of VIA or whether negotiation should be conducted with all proposers within the competitive range. If the Committee determines it is in the best interest of VIA to enter into negotiations with the proposers in the competitive range, the committee may submit, only to the proposers in the competitive range, questions regarding their proposals which it feels are appropriate for discussion or which need additional clarification. Proposers shall be prepared to respond, in writing, to all questions within the time frame provided by the Technical Evaluation Committee. If deemed necessary by the Committee, oral interviews and discussions with the proposers may be required.

**1.5.2.6 Re-evaluation (if necessary):** When discussions (if conducted) have been completed, the technical proposals from the proposers in the competitive range shall be re-evaluated and ranked on the basis of documented changes and modifications to the proposals. All changes or modifications to the proposal must be documented in writing to be considered in the re-evaluation.

### **1.5.3 Evaluation of Price Proposal:**

**1.5.3.1 Opening of Price Proposal:** VIA will only evaluate the Price Proposals of those firms who are determined to be technically acceptable to perform the work and ranked within the technically competitive range.

**1.5.3.2 Scoring:** The total cost for all five years will be used in determining the points received. Points for the price proposal submitted will be based on the following:

Revenue stream or no cost to VIA = 60 points

\$1.00 to \$999	= 50 points
\$1,000 to \$1,999	= 40 points
\$2,000 to \$2,999	= 30 points
\$3,000 to \$3,999	= 20 points
\$4,000 to \$4,999	= 10 points
Above \$5,000	= 0 points

- 1.5.4 Combined Proposal Scoring:** The sum total points scored on both the technical (100-point maximum) and price (60-point maximum) will be considered in the determination of the overall competitive range and contract award.

An example of the combined scoring follows:

<u>Firm</u>	<u>Technical Score</u>	<u>Price Score</u>	<u>Total Score</u>
A	89 points	60.00 points	149.00 points
B	86 points	50.00 points	136.00 points
C	93 points	40.00 points	133.00 points

In this example, Firm A is the highest rated firm in the overall competitive range.

#### **1.5.5 Interviews, Discussions, and Negotiations:**

**1.5.5.1 Interviews:** The committee will determine whether acceptance of the most favorable initial proposal without discussion is appropriate, or whether interviews and/or discussions should be conducted with all Proposers within the competitive range. VIA personnel may visit the Contractor's work facility during the evaluation period.

**1.5.5.2 Negotiations:** The committee or designated members of the committee may negotiate with each Proposer whose proposal falls within the overall competitive range. Each Proposer remaining within the overall competitive range at the close of negotiations may be allowed to submit a final supplement called a "Best and Final Offer."

**1.5.6 Best and Final Offer:** The best and final offer will contain all information and documents necessary to state the Proposer's entire proposal without reference to the original proposal or to any supplements that may have been submitted during negotiations. All Proposers that submit best and final offers will be evaluated by the committee, or designated committee members, based upon those best and final offers.

**1.5.7 Multiple Contract Award:** It is VIA's desire to contract with firms that can provide the expertise, quality, experience and resources to effectively provide the services required. VIA reserves the right to contract with multiple firms within the competitive range. Award of this contract shall be determined by combining the total points of the written proposal submitted. Therefore, VIA may not necessarily make an award to the offeror with the lowest price. VIA will make the award to the responsible offeror whose proposal is most advantageous to VIA with price and other factors considered.

#### **1.6 Late Submissions:**

**1.6.1 Receipt Prior to Award:** Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

- (a) was sent by registered or certified mail and postmarked no later than the fifth calendar day before the date specified for receipt of proposals (e.g., a proposal submitted in response to a solicitation requiring receipt of proposals by the 20th of the month must have been postmarked on or before the 15th); or
- (b) was sent by courier service which guaranteed delivery by the submittal deadline; or
- (c) is the only proposal received.

**1.6.2 Postmark:** The only acceptable evidence to establish the postmark date of a proposal or modification sent by registered or certified mail is the U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service.

**1.6.3 Courier Delivery Date:** The only acceptable evidence to establish the courier service guaranteed delivery date is a receipt or other documentary evidence which will establish that the proposal or modification was sent by a courier service to be timely delivered.



**1.6.4 Time/date Stamp:** The only acceptable evidence to establish the time and date of receipt at VIA is the time/date stamp on the proposal wrapper or other documentary evidence of receipt maintained by VIA.

**1.7 Documents to be Submitted with Technical Proposal:** The following documents/forms (attached hereto in the sections indicated) must be completed by the Offeror and submitted with the Technical Proposal. Failure to do so may deem the proposal as non-responsive.

**1.7.1 Forms:**

**9.1.1** Offer and Certifications Form

**9.1.2** Acknowledgment of Addenda

**9.1.3** List of Similar Contracts/References (**This form must be submitted for all Subcontractors**)

**9.1.4** Business Questionnaire (**This form must be submitted for all Subcontractors**)

**9.1.5** Conflict of Interest Questionnaire

**9.1.6** VIA's Declaration of Agency Sustainability

**1.8 Price Proposal Submission:** Proposers must submit their Price Proposals utilizing the forms provided in this document as **Part 10, Price Proposal**.

**1.9 Disadvantaged Business Enterprise Goal/Small Business Enterprise Target for Federally Assisted Contracts and Small Business Enterprise Participation (%) for Locally Funded Contracts:**

VIA has established opportunities for small business enterprise "Target or Participation" on both federally and locally funded contracts which foster small business enterprise cooperation regardless of race or gender. VIA confirms SBE certification through its certifying agency, the South-Central Texas Regional Certification Agency (SCTRCA) or other affiliated Unified Certification Agencies. VIA, as part of its Business/Supplier Diversity Policy, sets "SB Participation" (small business participation percentage to be achieved) in all phases of VIA's contracting activities and encourages all small businesses to seek work as either a prime Contractor or a subcontractor when qualified and when work is available. VIA staff will:

- review scope of work/task breakdowns and Independent Cost Estimates (ICE) to determine if SBE participation contracting opportunities exist;
- reduce the complexity and potential scope of large multiple-award contracts so that possible contracting opportunities encourage small business participation as a prime contractor. In addition, when possible, VIA may unbundle large contracts.

VIA established an **SBE participation goal of 0%** for this procurement. The SBE participation percentage is based on the scope of work for this project.

Please contact VIA's DBE/SBE office at 210-362-2077 for information regarding VIA's DBE/SBE program which includes DBE goals, SBE Targets for federally assisted contracts, per FTA guidelines, and a Small Business Participation Program for locally funded contracts.

**1.10 Proof of Insurability:** Proposers must submit a copy of their current certificate of insurance (COI) with their proposal. If the COI does not include the required coverage and minimum limits as specified in the RFP, Proposers must also submit a letter from their insurance provider stating the provider's commitment to insure the Proposer, if awarded the contract, for the types of coverage and at the limits specified in the RFP.

## PART 2 SCOPE OF WORK, TERMS AND CONDITIONS

**2.1 Contract:** Submission of a proposal constitutes an offer to perform the work specified and to be bound by the terms contained or referenced herein. Upon acceptance of the offer, and upon award of the Contract to the successful offeror (if any), this procurement solicitation document (entitled "Request for Proposal") together with the completed and executed forms required herein, and all attachments hereto, together with the documents listed below (incorporated into this Contract by reference) shall collectively constitute the Contract. In case of any conflict among these documents where the intended resolution is not clear, the order of precedence shall be:

- 1) Change Orders or Contract Modifications
- 2) Best and Final Offer
- 3) Negotiation Memorandum (if any)
- 4) Addenda to the RFP
- 5) VIA's Scope of Work, Terms and Conditions
- 6) Contractor's original proposal

### **2.2 Contract Period:**

**2.2.1 Commencement:** Contractor agrees to commence work within ten (10) business days from the date the Contract is awarded.

**2.2.2 Performance Deadlines:** Subject to any delays by strikes, fires, or other casualties, and any other causes of delay over which the Contractor may have no control, Contractor agrees to use due diligence in completing the work set out in the scope of work.

**2.2.3 Term:** The term of the Contract's Pilot Program shall be for one (1) year from the date specified in the Notice of Award with four (4) additional one-year options. Exercise of option years shall be based on Contractor(s) successful performance and at VIA's sole discretion.

### **2.3 Scope of Services:**

**2.3.1 General Information:** The Contractor, in accordance and compliance with the terms, provisions and requirements of this Contract shall manage, perform and provide all activities and services and produce all reports set out in the Scope of Work. Modifications or alterations to the Scope of Work may be made only pursuant to prior notification and written approval of VIA.

**2.3.2 Background:** VIA Metropolitan Transit's mission is to provide regional multimodal transportation options that connects the San Antonio community to opportunity, supports economic vitality and enhances quality of life throughout the region. VIA services over 1,213 square miles throughout greater Bexar County with over 7,200 bus stops, 479 buses, 6 transit centers, and 8 park and ride facilities. Over 36 million passenger trips occur annually over scheduled lines, and over 1.2 million annual trips occur over VIAtrans services.

Several corridors throughout VIA's system operate routes at a high frequency service (12 minutes or better). These corridors include Fredericksburg Road between the South Texas Medical Center and Downtown, San Pedro Avenue between North Star Mall and Downtown, Commerce/Old Highway 90 between Kel-Lac Transit Center and Downtown, the New Braunfels corridor, the MLK Corridor, and in 2019 new higher frequency services will be introduced along additional corridors (see Exhibit 2 for proposed January 2019 Transit Services).

VIA's Vision 2040 Long range Plan is focused on ensuring public transportation will remain an essential part of the San Antonio region's transportation solution as the community continues to grow and flourish. As a region, Greater San Antonio is experiencing extraordinary growth, with an anticipated 1.6 million additional residents between 2010 and 2040. With these new residents will come new economic opportunities, and an unprecedented pressure on the area's existing transportation systems.

Based on an in-depth assessment of transportation needs and community priorities throughout the region, Vision 2040 envisioned 3 core elements for investing in public transportation including:

- 1) **Better Bus System** to include robust systemwide improvements to the bus network
- 2) **Rapid Transit Network** of corridors connecting the region's major community destinations and employment centers, and
- 3) **Innovative Solutions** that match people with the most efficient travel options and keep the transit system smart and flexible.

This Request for Proposals is considered a key step in implementing the 3) Innovative Solutions component of the agency's long-range plan, also frequently referred to as "Smart Transit".

VIA is broadly exploring opportunities to optimize the transit network's efficiency and create space for opportunities to provide future transportation technologies that help customers begin and end their transit journeys more efficiently and safely. Given the exploratory nature of this effort, this RFP is designed to provide flexibility in soliciting responses from a broad pool of professionals spanning transit services and operations, businesses, non-profits, local, national, and international firms, equipment vendors, operators, technology experts, entrepreneurs, advocates, and those enthusiastic about improving mobility in San Antonio.

**2.3.3 Introduction:** VIA Metropolitan Transit (VIA) is soliciting proposals from qualified partners to assist with the development and implementation of a Smart Transit Hubs pilot program, (Pilot) within a to-be-determined time frame. A turnkey solution is desired, and proposals should include provisions for the items included herein. The next section provides a list of transit centers and park & ride locations to serve as anchors for Smart Transit Hubs, however proposals can include other locations that effectively offer first and last-mile solutions to transit customers.

The Pilot is intended to serve the general population by connecting key transit locations to places where people work, live, and play. The Pilot is anticipated to be either entirely funded by the Proposer or locally funded. The locations included in the initial Pilot may be scaled to match available resources, contingent upon any award of funding.

An award of funding or use of VIA's property to any individual or firm does not exclude VIA to provide award of funding or use of VIA's property to additional individual's or firms based on responses received from this RFP.

**The intent is for the proposer to provide this service either at no cost or at minimal cost to VIA. All services proposed must adhere to City Ordinance 2018-10-11-0803. The ordinance may be found at the following link.**

<https://sanantonio.legistar.com/LegislationDetail.aspx?ID=3693288&GUID=76A18573-CB0F-4ADB-B024-248B60800BF7&Options=&Search>

**2.3.4** VIA is seeking proposals that will address each of the following goals. Proposers can opt to address all goals included within this RFP or opt to address individual goals. Firms and individuals interested in participating are encouraged to collaborate on joint proposals to maximize the number of goals addressed.

#### **Goal 1: Increase First and Last-Mile Options at Specific Transit Center Locations**

VIA recognizes the potential benefit partnerships can provide in increasing transportation options for customers. With the recent addition of dock-based bike share, TNC providers, and most recently dockless scooters, now more than ever San Antonio's residents and visitors are exploring ways to get around without the necessity of driving and parking a privately-owned single occupancy vehicle. VIA seeks opportunities for technology, partnerships, and business models designed to provide people greater access to jobs, work, and recreation by establishing designated locations within VIA's key transit centers (see Exhibit 1 for transit center aerial or visual). Key transit centers include:

- Centro Plaza: 909 W. Houston St., San Antonio, TX 78207
- Five Points Transit Station: Fredericksburg Road and North Flores, San Antonio, TX 78212
- Crossroads Park & Ride: 151 Crossroads Blvd., Balcones Heights, TX 78201
- Ellis Alley Park & Ride: 212 Chestnut St., San Antonio, TX 78202
- Ingram Transit Center: 3215 Northwestern Drive, San Antonio, TX 78238
- Kel-Lac Transit Center: 7183 Highway 90 W., San Antonio, TX 78227
- Madla Transit Center: 1584 Cantrell, San Antonio, TX 78221
- South Texas Medical Transit Center: 5330 Medical Drive, San Antonio, TX 78229
- North Star Transit Center: 7538 San Pedro Ave., San Antonio, TX 78216
- Randolph Park & Ride: 9400 IH 35 North, San Antonio, TX 78233
- Robert Thompson Transit Center: 101 Montana St., San Antonio, TX 78206
- Brooks Transit Center (under construction, to be opened in 2019)
- Stone Oak Park & Ride: 22139 U.S. Highway 281 North (Phase I complete, Phase II under construction)

#### **Goal 2: Leverage existing VIA transit services, technologies, and programs**

VIA currently offers numerous routes throughout the city operating at a high-frequency (12 minutes or better). Several transit centers and park & rides (as listed in Goal 1) also serve as key points of origin/destination and transfer within the current system. In addition, VIA also offers goMobile, an app-based service for e-ticket purchase options. VIA seeks opportunities to place first-and last mile infrastructure at key transit locations throughout the region, as well as new partnerships in the form of technology and/or fare policy agreements to enhance and build upon goMobile payment options.

#### **Goal 3: Leverage existing first and last-mile programs, technologies, and business practices**

VIA is seeking new opportunities to create unique partnerships both with existing programs, and new programs that are designed to build upon and enhance currently offered programs. These partnerships could include agreements to collaborate across providers for customer benefit, as well as technology upgrades such as platform synchronization across providers.

#### **Goal 4: Create new first and last-mile programs, technologies, and business practices that address gaps in current and existing first and last-mile programs**

Several first and last-mile programs, technologies, and business practices are focused exclusively on San Antonio's urban core area and are credit card and/or smartphone based. Several transit centers and park and rides within VIA's service area serve geographies outside of the urban core area and serve customers through various cash-based payment methods. New first and last-mile programs could be designed to provide a new technology currently unavailable, as well as serve geographies or methods of payment that are not currently serviced by existing first and last-mile programs.

#### **Goal 5: Create opportunities to improve first and last-mile program equity for vulnerable populations**

VIA is committed to growing first and last-mile programs, technologies, and business practices that are deployed in a socially, economically, and racially equitable manner. Opportunities to improve first and last-mile program equity for vulnerable populations could include partnerships with community-based organizations.

#### **2.3.5 Key Program Metrics:**

- Ridership (including time and direction) to and from Smart Transit Hub locations
- Increased transit ridership

- Improved customer experience (could include but not be limited to improved travel cost and/or time)
- Reduction of single-occupancy vehicle ownership among users
- Reduction of parking demand in high demand areas
- Reduction of vehicle miles traveled per capita

As part of the pilot program, VIA will provide access to real-estate, including potentially bus stops and transit locations beyond those included in Goal 1, and will potentially offer in-kind assistance in terms of utility costs for any charging equipment, and permit fee waivers for equipment installation. If a Contract is awarded as a result of this RFP, both VIA and the awarded firm will agree to terms and conditions for use of VIA property through a formally signed agreement.

**Equipment Acquisition:** If proposal includes new equipment acquisition on behalf of the Proposer or VIA, a detailed cost-estimate of all equipment must be included in the Proposal.

**Equipment Maintenance:** Proposals must include a detailed plan and schedule for equipment maintenance, along with clear assignments of roles and responsibilities on behalf of the Proposer and VIA.

## **PART 3 GENERAL TERMS**

- 3.1 Relationship and Work in General:** Contractor, an independent contractor, covenants and agrees to perform for the stated compensation, all of the services described in Part 2, entitled "Scope of Work, Terms and Conditions" of this Contract. Contractor agrees to complete the work in a professional and workmanlike manner with a high degree of care to ensure the accuracy and timeliness thereof.
- 3.1.1 Assignment of Personnel:** Contractor agrees to assign qualified staff members including a Project Director who shall be responsible for the task administration and work performance.
- 3.1.2 Employment of Personnel:** Contractor agrees to employ, at its own expense, all personnel required in performing the services under this contract. Personnel employed by Contractor shall not be employees of, nor have any contractual relationship with VIA. All personnel engaged in the work shall be fully qualified and shall be authorized or licensed to perform such work as required.
- 3.1.3 Subcontracts:**
- 3.1.3.1 Use of Subcontractors:** The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- 3.1.3.2 Written Approval of VIA:** No work or services under this Contract shall be subcontracted without the prior written approval of VIA and then only by written contract or agreement. To obtain approval, Contractor must submit to VIA a written statement concerning the proposed award to the subcontractor that includes, at a minimum, the following:
- (a) A description of the supplies or services to be called for by the subcontract; and
  - (b) Identification of the proposed subcontractor.
- 3.1.3.3 Responsibility for Subcontractor(s) Acts:** VIA's approval of a subcontract notwithstanding, VIA shall not be obligated to any third party, including any subcontractor retained by Consultant, for payment of any work or services performed under this Contract, or to provide any work or services as compensation for any work or services performed under this contract. The Contractor is and shall be fully responsible to VIA for acts and omissions of Contractor's subcontractors and any person directly or indirectly employed by the subcontractor.
- 3.1.3.4 Binding of Subcontractors:** Unless specific waiver is granted in writing by VIA, subcontractor shall be subject to each and every relevant and applicable provision of this Contract. Compliance by subcontractors with this Contract shall be sole responsibility of the Contractor.
- 3.1.3.5 Lack of Privity:** Nothing contained in this contract shall create any contractual relation between any subcontractor and VIA.
- 3.1.3.6 Consent Not Acceptance of Price or Waiver:** Neither consent by the Contracting Officer to any subcontract nor any provisions thereof nor approval of the Contractor's procurement system shall be construed to be a determination of the acceptability of any subcontract price or of any amount paid under any subcontract or to relieve the Contractor of any responsibility for performing this contract, unless such approval or consent specifically provides otherwise.
- 3.1.3.7 Cost-Plus Subcontract:** The Contractor agrees that no subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost-basis.
- 3.1.3.8 Substitution of Subcontractors:** Any Subcontractor receiving approval in accordance with this paragraph 3.1 must be utilized by the Contractor for the portion of the Work for which they were

approved. VIA will generally not entertain substitutes for any such Subcontractor in the absence of compelling circumstances to do so.

**3.1.3.9 INDEMNITY:** BY SUBMISSION OF A BID/PROPOSAL/STATEMENT OF QUALIFICATIONS (AS THE CASE MAY BE) THE CONTRACTOR AGREES THAT HE/SHE/IT WILL INDEMNIFY AND SAVE VIA HARMLESS FROM ALL CLAIMS GROWING OUT OF THE LAWFUL DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, AND ALL SUPPLIES, INCLUDING COMMISSARY, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. THE CONTRACTOR SHALL, AT VIA'S REQUEST, FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED BE PAID, DISCHARGED, OR WAIVED. IF THE CONTRACTOR FAILS TO DO SO, THEN VIA MAY, AFTER HAVING SERVED WRITTEN NOTICE, DIRECT, OR WITHHOLD FROM THE CONTRACTOR'S UNPAID COMPENSATION A SUM OF MONEY DEEMED REASONABLY EFFICIENT TO PAY ANY AND ALL SUCH CLAIMS UNTIL SATISFACTORY EVIDENCE IS FURNISHED THAT ALL LIABILITIES HAVE BEEN FULLY DISCHARGED WHEREUPON PAYMENT TO THE CONTRACTOR SHALL BE RESUMED, IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT, BUT IN NO EVENT SHALL THE PROVISIONS OF THIS SENTENCE BE CONSTRUED TO IMPOSE ANY OBLIGATIONS UPON VIA TO EITHER THE CONTRACTOR OR HIS SURETY.

## **3.2 Termination of Contract:**

**3.2.1 Termination for Convenience:** VIA may terminate this contract, in whole or in part, at any time without cause and solely for the convenience of VIA by giving written notice of termination to the Contractor, which will not be less than ten (10) business days. The Contractor will be paid fees and expenses for work performed up to the time of termination and that meet the bargained for standards under the contract. VIA reserves the right to direct, within the termination notice, what work may be performed prior to the effective date of termination. To be paid, unless an extension is authorized in writing by VIA, the Contractor must submit its final invoice/claim within thirty (30) calendar days of the date of termination. If the Contractor has any property in its possession belonging to VIA, the Contractor will account for same and dispose of it in the manner VIA directs, including but not limited to returning same to VIA. Upon disposal of any VIA property as directed, VIA shall then pay Contractor's final invoice, provided however, that such payment does not exceed the maximum amount of this Contract.

### **3.2.2 Termination for Default:**

**3.2.2.1 Default:** In the event the Contractor breaches the terms or violates the conditions of this Contract and does not cure the default within ten (10) business days after receiving written notice of such default from VIA, VIA may immediately terminate the Contract, and pursue any and all legal and equitable remedies available to it against the Contractor.

**3.2.2.2 Notice:** Termination shall be affected by serving a written notice of termination on the Contractor setting forth the manner in which the Contractor is in default. Service shall be obtained by personal delivery or delivery by mail, registered or certified, postage prepaid with return receipt requested and addressed to the Contractor at the most recent address provided by Contractor.

**3.2.2.3 VIA Options:** In addition to any and all other remedies at law or in equity that are available to VIA, default by the Contractor may result in the occurrence of one or more of the following:

- (a) VIA may complete such contract without further liability to the Contractor for compensation for any labor, supplies or materials furnished by the Contractor under the contract; and
- (b) To the extent applicable, VIA may direct the Contractor to remove any equipment delivered and/or installed by the Contractor and to refund to VIA any amounts paid by VIA to the Contractor, and VIA shall have no further liability to the Contractor; and

- (c) VIA may contract to acquire supplies or services similar to those terminated and Contractor shall remain liable to VIA for any difference in the total costs and expenses incurred by VIA.

**3.2.2.4 Compensation and Liability:** The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance bargained for and set forth in the contract. In addition to any other available remedies, the Contractor and to the extent applicable, the Contractor's surety or sureties shall be liable to VIA for all costs, loss or damage incurred for supplies or services to complete the contract.

- 3.2.3 Termination of Subcontracts:** As directed to do so in the notice of termination, Contractor agrees to and shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts which relate to the performance of this Contract. To this effect, VIA shall not be liable to Contractor nor Contractor's creditors for any expense, encumbrances or obligations whatsoever incurred after the date of termination.

### **3.3 Breaches and Dispute Resolution:**

- 3.3.1 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 Contracting Officer. This decision shall be final and conclusive unless within ten (10) working days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Vice President of Fiscal Management. 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 Vice President of Fiscal Management shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

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

- 3.3.4 Rights and Remedies:** The duties and obligations imposed by the Contract 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 VIA 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.

- 3.4 Inspection of Work:** VIA shall have the right to review and inspect the progress of the work described herein at all times.

- 3.5 Copyright:** No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor. All reports, maps, and other documents produced under this contract shall become the property of VIA. The Contractor shall, at its expense, defend all suits or proceedings instituted against VIA and pay any award of damages assessed against VIA in such suits or proceedings, insofar as the same are based on any claim that materials furnished, or work performed, under the contract constitutes an infringement of any patent, trade secret, copyright, or any other proprietary right.

- 3.6 Proprietary Rights:** Contractor agrees not to release data or information about the results of the project to any person outside of VIA without first obtaining written authorization to release such information from VIA.

- 3.7 Indemnification:** CONTRACTOR covenants and agrees to **FULLY INDEMNIFY and HOLD HARMLESS**, VIA, the Board of Trustees, and its employees, officers and representatives, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings,



actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal bodily injury, death and property damage, made upon VIA, directly or indirectly arising out of, resulting from or related to CONTRACTOR'S activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this Agreement, all without, however, waiving any governmental immunity available to VIA under Texas law and without waiving any defenses of the PARTIES under Texas law. **IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF VIA, THE BOARD OF TRUSTEES, EMPLOYEES, OFFICERS, AND/OR REPRESENTATIVES OF VIA, UNDER THIS AGREEMENT.** The provisions of this INDEMNITY are solely for the benefit of the PARTIES hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall promptly advise VIA in writing of any claim or demand against VIA or CONTRACTOR known to the CONTRACTOR related to or arising out of CONTRACTOR'S activities under this Agreement and shall see to the investigation and defense of such claim or demand at CONTRACTOR'S cost. VIA shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph. **IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION 3.7, IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY, PROTECT AND HOLD HARMLESS VIA FROM THE CONSEQUENCES OF VIA'S OWN NEGLIGENCE, PROVIDED HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF VIA IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF VIA IS THE SOLE ACTIVE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF VIA AND IN THE NAME OF VIA, ANY CLAIM OR LITIGATION BROUGHT AGAINST VIA AND ITS BOARD OF TRUSTEES, EMPLOYEES, AGENTS, OFFICERS, AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS HEREIN SET FORTH.**

- 3.8 Ownership of Documents:** The parties agree and understand that any and all documents produced under this Contract are the sole and exclusive property of VIA and VIA retains ownership of all such documentation including, but not limited to, studies, plans, specifications, and all related documents. To the extent necessary, CONTRACTOR HEREBY ASSIGNS AND TRANSFERS ANY AND ALL COPYRIGHTS TO VIA.
- 3.9 CONTRACTING AUTHORITY PROTECTION: ANY AND ALL OF CONTRACTOR'S EMPLOYEES WHILE ENGAGED IN THE PERFORMANCE OF ANY WORK REQUIRED BY VIA UNDER THIS AGREEMENT SHALL BE CONSIDERED EMPLOYEES OF CONTRACTOR ONLY AND NOT OF VIA, AND ANY AND ALL CLAIMS THAT MAY ARISE FROM THE WORKERS COMPENSATION ACT ON BEHALF OF SAID EMPLOYEES WHILE SO ENGAGED, AND ANY AND ALL CLAIMS MADE BY ANY THIRD PARTY AS A CONSEQUENCE OF ANY ACT OR OMISSION ON THE PART OF CONTRACTOR'S EMPLOYEES WHILE SO ENGAGED IN ANY OF THE WORK OR SERVICES PROVIDED TO BE RENDERED HEREIN, SHALL BE THE SOLE OBLIGATION AND RESPONSIBILITY OF CONTRACTOR. TO THE EXTENT ALLOWED BY LAW, CONTRACTOR INDEMNIFIES, SAVES, AND HOLDS HARMLESS VIA AGAINST ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION OF WHATSOEVER NATURE OR CHARACTER, AS PERMITTED BY LAW, ARISING OUT OF ANY REASON OF THE EXECUTION OR PERFORMANCE OF THE WORK PROVIDED FOR HEREIN AND FURTHER AGREES TO DEFEND, AT ITS SOLE COST AND EXPENSE, ANY ACTION OR PROCEEDING COMMENCED FOR THE PURPOSE OF ASSERTING ANY CLAIM OF WHATSOEVER CHARACTER ARISING HEREUNDER.**
- 3.10 Maintenance of Records:** Contractor must maintain records to show actual time involved in performance of the Work, or each Task Order issued (if this is an Indefinite Quantities Contract) by VIA and costs incurred.
- 3.11 Progress Reports:** The Contractor shall submit to VIA monthly progress reports. Such reports shall outline the Contractor's work accomplished during the previous month. The Contractor is responsible for managing the project and maintaining Contractor Services within budget. Monthly progress reports submitted will

include, but not be limited to, the percentage of completion of the work and each work task, special problems or delays encountered or anticipated, changes in the estimated value of each task, comparison of actual Contractor expenditures and charges to originally budgeted amounts, the anticipated work activities for the next work period, any necessary corrective action by the Contractor to accomplish project services within established cost limits, and a brief description of work accomplished, methodologies used, and conclusions reached, if any, for each task.

**3.12 Effect of Extensions of Time:** Granting of or acceptance of extensions of time to complete the work or furnish the labor or materials will not operate as a release to the Contractor from the covenants and conditions of the Contract.

**3.13 Changes and Modifications:**

**3.13.1 Changes by Contractor:** If, during the performance of Work under the Contract, the Contractor finds it impracticable to comply strictly with the specifications, the Contractor will notify the Contracting Officer immediately in writing.

**3.13.2 Written Acceptance by VIA:** Any proposals by Contractor that vary or add to this Contract shall be construed as additional terms or modifications and shall not become part of the Contract unless accepted in writing, by the Contracting Officer.

**3.13.3 Change Orders/Contract Modifications:** All changes in the work contemplated herein, or the work otherwise specified in Task Orders issued hereunder (if this is an Indefinite Quantities Contract), shall be made only with the prior approval of the Contracting Officer and only by appropriate written Change Order or Contract Modification as appropriate. The Contracting Officer may, at any time, by a written Change Order or Contract Modification, and without notice to the Surety (if any), make changes within the general scope of this Contract. If the change affects the Contractor's costs, then the Contracting Officer shall also make an equitable adjustment in the Contractor's compensation, after compliance by the Contractor with the Price Request procedure provided below. Charges or credits for the work covered by such approved Change Orders or Contract Modifications shall be determined by one or more, or a combination, of the following methods:

- (a) Unit prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost of:
  - 1) Labor, including foremen;
  - 2) Materials entering permanently into the work;
  - 3) The ownership or rental cost of construction plant and equipment during the time of use on extra work;
  - 4) Power and consumable supplies for the operation of power and equipment;
  - 5) Insurance;
  - 6) Social Security and old age and unemployment contributions;
  - 7) An equitable allowance for profit.

**3.13.4 Price Requests:** Where the Contracting Officer foresees issuing a Change Order affecting Contractor's costs, a Price Request will be issued to the Contractor. Unless otherwise specified therein, the Contractor shall fully respond to the Price Request within 10 days of issuance.

**3.14 Assignment:** The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the whole or any part of this Contract or his right, title or interest in or to any monies due or to become due under this Contract without VIA's express written consent. If such consent is given, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Contract.

- 3.15 Whole Agreements:** The Contract constitutes the whole of the agreement between the parties hereto and neither thereof has been induced to make or enter into the Contract by reason of any promise, agreement, representation, statement, or warranty other than contained herein.
- 3.16 Partial Invalidity:** If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 3.17 Titles and Headings for Convenience Only:** As used throughout this Contract, titles and headings of sections are for convenience only, and shall not be used to aid in interpretation of the provisions contained herein.
- 3.18 Notice, Waiver and Applicable Law:**
- 3.18.1 Notices:** Notice given to Contractor and VIA shall be given to the parties in writing by certified mail at the respective designated addresses.
- 3.18.2 Waiver:** Waiver by VIA of a breach by Contractor of any provision of this Contract shall not be deemed a waiver of future compliance therewith, and such provision, as well as other provisions hereunder, shall remain in full force and effect.
- 3.18.3 Applicable Law and Venue:** The rights and duties of the parties hereto shall be determined by the laws of the State of Texas, and to that end venue shall lie, and this agreement shall be considered and construed as a contract made and to be performed in San Antonio, Bexar County, Texas. All work performed, materials and supplies and/or construction furnished pursuant to this solicitation and Contract shall be in compliance with the laws and regulations of the State of Texas and the United States of America and local rules and ordinances as may be applicable. Contractor shall, if requested by VIA, supply certification and evidence of such compliance.
- 3.19 Access to Records and Reports:**
- 3.19.1 Audits:** Upon three (3) days written notice, Contractor agrees to and shall provide VIA or any VIA representative, access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as determined by VIA or its representative.
- 3.19.2 Maintenance of Records:** The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period as required by the appropriate retention statutes but in no case less than three (3) 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 VIA has disposed of all such litigation, appeals, claims or exceptions related thereto.
- 3.20 Environmental and Sustainability Management System Program:** VIA has adopted an Environmental and Sustainability Management System (ESMS) Program to implement sustainable practices in VIA's operations. The ESMS is based on and utilizes the "International Organization for Standardization's ISO 14001:2004" standard. **TO THE EXTENT APPLICABLE, ALL CONTRACTORS AND ANYONE UNDER CONTRACTOR'S DIRECTION ENTERING ONTO A VIA SITE UNDER THIS CONTRACT SHALL ADHERE TO THE REQUIREMENTS OF THE ESMS. CONTRACTOR ACKNOWLEDGES, AGREES TO AND WARRANTS THAT IT WILL COMPLY WITH AND/OR HAS COMPLIED WITH THE ESMS AND ANY AMENDMENTS THERETO. FOR BREACH OF THIS WARRANTY, VIA SHALL HAVE THE RIGHT TO ANNUL THIS CONTRACT WITHOUT LIABILITY AND/OR EMPLOY ANY OTHER REMEDY IT MAY HAVE AT LAW OR IN EQUITY.**

Upon request, a copy of VIA's Environmental and Sustainability Management System (ESMS) Policy and Program shall be made available to Contractor.

### 3.21 General Definitions:

"Appeal" means a formal request for reconsideration of a determination rendered by the Contracting Officer in respect of:

- (a) a request, prior to contract award, as set forth in the section entitled, "Bidders' Requests," herein; or
- (b) a dispute concerning a question of fact, arising after contract award as set forth in the section entitled "Disputes," herein.

"Apprentice" (in the context of construction contracts) means (a) a person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training or with a State apprenticeship agency recognized by the Bureau; or (b) a person in his first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship council (where appropriate) to be eligible for probationary employment as an apprentice.

"Authorized Signature" is the written authorization of the person who is executing this Contract on behalf of the Bidder/Contractor and who is authorized to bind the Bidder/Contractor.

"Bidder" is the person or legal entity responding to this procurement solicitation. The term also includes "Proposer," "Offeror" and/or "Contractor."

"Contracts Specialist" is that person designated by VIA to enter into and administer this Contract and make determinations and findings up to his/her level of authority, in regard to the Contract on behalf of VIA. For the purpose of this Contract, the Contracts Specialist is the individual identified in the section entitled "Inquiry and Questions" or otherwise designated by VIA.

"Contracting Officer" is that person designated by VIA to make determinations and findings in regard to the Contract on behalf of VIA. The Contracting Officer will be identified at the time of Contract Award.

"Contractor" means the person or legal entity prior to contract award, submitting a response to a procurement solicitation (IFB, RFQ or RFP); it also means the successful Bidder to whom the Contract is ultimately awarded. Any reference to "Bidder," "Proposer," or "Offeror," also applies to Contractor after award. It is generally intended that these terms be interchangeable.

"Day" unless otherwise defined, shall be defined as a calendar day.

"DEO" means Diversity and Economic Opportunity department for VIA Metropolitan Transit.

"Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern –

- (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
- (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it

"Small Business Concern" means a for profit small business as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations implementing the Small Business Act, except that a small business concern shall not include any concern or group of concerns controlled by the same

socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$17,420,000 over the previous three fiscal years.

"Socially and Economically Disadvantaged Individuals" (in the context of Disadvantaged Business Enterprise provisions) means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is –

- (1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are reputably presumed to be socially and economically disadvantaged:
  - (i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
  - (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - (iii) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - (iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Mariana Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
  - (v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
  - (vi) Women;
  - (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

"Final Acceptance" (used in the context of construction contracts) means all provisions of the Contract have been completed to VIA's satisfaction, including punch list items.

"FTA" means Federal Transit Administration a division of the United States Department of Transportation.

"Liquidated Damages" means the amount assessed in lieu of actual damages, for the failure to complete the work in a timely manner and not as a penalty, at the agreed rate per calendar day expressed herein in the section entitled "Liquidated Damages."

"Indefinite Quantities Contract" or "IDQ" refers to those service Contracts providing for a specific term and fixed labor rates, pursuant to which specific Task Orders may be issued as the need arises.

"Invitation for Bid" or "IFB" means the formal procurement issued by VIA (see also, "Procurement") and, where the context allows, also includes "Requests for Qualifications" (RFQs) and "Requests for Proposal" (RFPs).

"Notice of Award" is the written notice sent by VIA notifying the selected Bidder of the award of contract, and acceptance of Bidder's offer to perform under the terms contained herein. In the absence of a formal Notice of Award, the receipt of a Notice to Proceed or Purchase Order issued by VIA shall serve as notice of the award.

"Notice to Proceed" (in the context of construction contracts) is the written notice sent by VIA after the Contractor has complied with the submission of the required DBE information, a Performance Bond, Payment Bond, Warranty Bond and/or Insurance as required by VIA, and which notifies the Contractor to commence performance under the Contract. For contracts not requiring a Performance Bond, Payment Bond, Warranty

Bond and/or Insurance, VIA will issue a Purchase Order. Issuance of a Purchase Order shall serve as a Notice to Proceed.

"Plans" (in the context of construction contracts) are the parts of the Contract which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Architect/Engineer and/or Contracts Specialist.

"Procurement" means the formal solicitation issued by VIA, for services, goods, supplies, or work, and includes Invitations for Bid (IFBs), Requests for Qualifications (RFQs) and/or Requests for Proposal (RFPs), as applicable.

"Protest" means a formal request contesting:

- (a) a final ruling issued by the Contracts Specialist in the case of a request for clarification of the specifications or a request for approval of an equal or modification of the specifications;
- (b) any alleged impropriety or other similar situation arising prior to bid opening; or,
- (c) the award of contract.

"Protest Committee" is the three (3) member group established by VIA for the purpose of reviewing protests submitted by a Bidder or supplier.

"Provide" means to furnish and install completely and ready for use.

"Purchase Order" means the written order sent by VIA on its form ordering the equipment or supplies in accordance with the terms and conditions of the Procurement.

"Request for Proposals" or "RFP," see "Procurement."

"Request for Qualifications" of "RFQ," See "Procurement."

"Reserved" is a term utilized to delete standard terms and conditions that are not applicable to a specific procurement.

"Specifications" means the written description and statement of necessary requirements of the equipment, construction, services and/or supplies to be provided, including the technical specifications, if any.

"South Central Texas Regional Certification Agency" or "SCTRCA" means that agency whose membership consists of various local governmental entities, including VIA; the purpose of which is to provide a unified resource for firms to seek DBE certification and information on doing business with DBE-certified firms. SCTRCA may be reached at (210) 362-2077.

"Subcontractor" means any person, firm or corporation supplying services, labor and/or materials under separate contract or agreement with, the Contractor.

"Subject Data" is recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Contract. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

"Supplier" means any manufacturer, company, or agency providing units, components, or subassemblies for inclusion.

"Task Order" (in the context of Indefinite Quantity Contracts (IDQs)) means the specific scope-of-work for a particular assigned project issued at VIA's discretion.

"Technically Competitive Range" – The range of prospective contractors that demonstrates a technically satisfactory approach and has satisfactory qualifications as well as a reasonable chance of being selected for award of a contract.

"Texas Open Records Act" or "TORA" means Chapter 552, Texas Government Code.

"VIA" means VIA Metropolitan Transit, San Antonio, Texas. References to "grantee," "recipient" or "purchaser" shall also mean "VIA."

"Work" is any and all labor, supervision, services, materials, machinery, equipment, tools, supplies, and facilities called for by the Contract and necessary to the completion thereof.

"Work On (At) the Project" means work to be performed at the location of the project including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any subcontractor.

**PART 4**  
**GENERAL SOLICITATION POLICY PROVISIONS**

- 4.1 Covenant Against Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, VIA shall have the right to annul this Contract without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 4.2 Proposers' Requests and Appeals:**
- 4.2.1 Appointments:** Proposers may make appointments with the Contracting Officer to discuss any question a Proposer may have concerning the specifications, which may impact upon proposal submission.
- 4.2.2 Pre-proposal Approvals:** The Contracting Officer's written approval must be obtained prior to proposal submission for:
- a. any clarification of the specifications; or
  - b. any brand name or product proposed as equal to the one specified, unless the technical specifications explicitly permit approval after award; or
  - c. any sample or engineering detail which the technical specifications required to be submitted before proposing, including substitution of any required proposal or contract form; or
  - d. any modification to the specifications which the Proposer maintains are restrictive and which the Proposer proposes be altered, amended or changed.
- 4.2.3 Submission:** Submissions under Section 4.2.2, Pre-proposal Approvals, must be in writing and received by the Contracting Officer no later than the date specified in Section 1.3.4, Requests for Clarification and/or Modifications, of the Request for Proposal; and
- a. supported by evidence such as technical data, test results, and/or other pertinent information that demonstrates that the substitute offered is equal to or better than the specification requirement; or
  - b. in the instance of submission of a request for modification of the specifications, must contain a draft of the recommended language relating to the specification(s) which is/are proposed to be altered, amended or changed.
- 4.2.4 Appeal:** Any appeal of the Contracting Officer's determination in response to a request for pre-proposal approval must be submitted in writing and received by the Contracting Officer within seven (7) working days of the date issuance of the Contracting Officer's determination.
- 4.2.5 Final Ruling:** After receipt of an appeal, if any, a final ruling will be issued by the Contracting Officer and provided contemporaneously to all Proposers. Proposers may protest a final ruling under Section 4.2.2, Proposers' Requests, as provided in Section 4.7, Protest Procedures.
- 4.2.6 Withdrawal:** Proposers may withdraw a request or an appeal at any time prior to the Contracts Specialist's issuance of a final ruling. There will be no further review by the Contracts Specialist of a request or an appeal after a final ruling is issued.
- 4.2.7 Denial:** Any pre-proposal request for approval is denied unless such request is approved by the Contracting Officer in writing prior to proposal submission.



- 4.3 Non-collusive Affidavit:** The Contractor represents and warrants that its proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, and that the Contractor has not, directly or indirectly, induced or solicited any other person to submit a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the Contractor has not in any manner sought by collusion to secure itself an advantage over any other proposer.
- 4.4 Penalty for Collusion:** If at any time it shall be found that the person, firm, or corporation to whom a contract has been awarded has, in presenting any proposal, colluded with any other party or parties, then the contract so awarded shall be voidable by VIA; and the Contractor shall be liable to VIA for all loss or damage which VIA may suffer thereby.
- 4.5 Covenant Against Gratuities:** The Contractor warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of VIA with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of this Contract. For breach of this warranty, VIA shall have the right to annul this Contract without liability and/or employ any other remedy it may have at law.
- 4.5.1 Local Government Code 176.006:** Any person who seeks to contract for the sale or purchase of property, goods or services with VIA shall file a completed conflict of interest questionnaire promulgated by the Texas Ethics Commission as required by the law (See Part 9, Forms).
- 4.6 Code of Ethics:** On July 11, 1995, the VIA Board of Trustees adopted a *Code of Ethics and Conduct Related to Business Transactions*, establishing general standards of ethical conduct for VIA employees, Board members, Contractors and vendors. Contractor agrees to and warrants that it will comply and has complied with the *Code of Ethics and Conduct Related to Business Transactions* and any amendments thereto. For breach of this warranty, VIA shall have the right to annul this Contract without liability and/or employ any other remedy it may have at law. Upon request, a copy of the *Code of Ethics and Code of Conduct Related to Business Transactions* shall be made available to Contractor.

Vendors and Contractors shall pay particular attention to Section IV.C. of the *Code of Ethics and Code of Conduct Related to Business Transactions* (as amended) which prohibits any business contracting or attempting to contract with VIA from communicating with a Board member or VIA employee (other than VIA's Contracting Officer designated for this procurement in the Contract or an individual designated in writing by the Contracting Officer) regarding details of a procurement or other contract opportunity or extension or change to an existing contract.

**4.7 Procurement Protest Procedure:**

- 4.7.1 Protest:** In the event VIA receives a protest according to the terms referenced herein, specifically 4.7.2. Timeliness, VIA will suspend the procurement process until the protest is resolved. A protest, if any, shall be in writing, received within the time limits set forth below (see "Timeliness") and shall be supported by sufficient information to enable the protest to be considered. Protests containing mere allegations or unsubstantiated expressions of suspicion without actual evidence to support the claim may be considered by VIA to be insufficiently supported. Protests (if any) must be submitted to VIA's Contracting Officer for referral to VIA's Director of Internal Audit, who will determine whether the protest is timely and otherwise meets the minimum requirements of this section and, if so, will transmit the protest for consideration by VIA's Protest Committee. If a protest is deemed by the Director of Internal Audit or the Protest Committee to be insufficient, the protester will be notified. A determination of insufficiency is final and may not be appealed; however, the protest deficiencies may be corrected, and the protest re-filed, provided the protest is re-filed in a timely manner (see, "Timeliness," below) and no additional time shall be allowed without good cause shown (such determination to be in VIA's sole discretion). Protests shall (at a minimum) include the following information:

- (a) name, address, and fax and telephone numbers of the protester;
- (b) solicitation or contract number;

- (c) detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester;
- (d) copies of relevant documents;
- (e) statement as to the form of relief requested;
- (f) all information establishing that the protester is an interested party for the purpose of filing a protest; and
- (g) all information establishing the timeliness of the protest.

A protest, if any, must be based upon one or more of the following:

- (a) substantial allegations of restrictive procedures, alleged improprieties or other similar situations arising prior to bid opening (in procurements utilizing the Invitations for Bid "IFB" process) or in all other cases, arising prior to contract award;
- (b) substantial allegations of the issuance of an improper or clearly incorrect final ruling relating to requests for changes to or approval of equals, clarifications and modifications of the specifications; or
- (c) substantial allegations of an improper award of contract or alleged impropriety arising after bid opening (in procurements utilizing the Invitations for Bid "IFB" process) or in all other cases, arising after contract award.

**4.7.2 Timeliness:** To be effective, a protest must be submitted so that it is received by the Contracting Officer by the following deadlines:

- (a) a protest based upon substantial allegations of restrictive procedures, alleged improprieties or other similar situations arising prior to bid opening (in procurements utilizing the Invitations for Bid "IFB" process) or in all other cases, arising prior to contract award, must be submitted so that it is received by VIA's Contracting Officer no later than seven (7) working days prior to the specified bid opening date (in procurements utilizing the Invitations for Bid "IFB" process) or in all other cases, no later than seven (7) working days prior to the date of contract award, and may only be protested once;
- (b) a protest based upon substantial allegations establishing the issuance of an improper or clearly incorrect final ruling relating to a request for changes to or approval under the specifications must be submitted so that it is received by VIA's Contracting Officer within seven (7) working days following the issuance of the Contracting Officer's final ruling; and
- (c) a protest of an allegedly improper award of contract or alleged impropriety arising after bid opening (in procurements utilizing the Invitations for Bid "IFB" process) or in all other cases, arising after the date of contract award, must be submitted so that it is received by VIA's Contracting Officer within seven (7) working days following the earlier of the date (1) on which the Bidder knew, or (2) the date on which a diligent Bidder would have known, of the allegedly improper award or alleged impropriety. Notwithstanding the above, unless allowed by VIA in its sole discretion (upon good cause shown), a protest of an allegedly improper award of contract or alleged impropriety arising after bid opening (in procurements utilizing the Invitations for Bid "IFB" process) or in all other cases, arising after the date of contract award, must be filed within seven (7) days after contract award.

**4.7.3 Final Determination:** VIA's Protest Committee will use its best efforts to issue, within seven (7) working days of receipt, a final determination of the protest.

**4.7.4 Withdrawal:** A Bidder may withdraw its protest at any time prior to VIA's Protest Committee issuing a final determination. There will be no further review by VIA of a protest after a final determination is issued.

**4.7.5 FTA Review:** In accordance with 49 CFR 18.36, reviews of protests by the Federal Transit Administration ("FTA") may be requested only after exhaustion of all administrative remedies with VIA and will be limited to:

- (i) violations of Federal law or regulations; and/or,
- (ii) violations of VIA's protest procedures for failure to review a complaint or protest in accordance therewith.

A copy of any such request for review submitted to FTA must be provided contemporaneously to VIA.

**4.8 Release of Information:** Contractor agrees and understands that access to government records is governed by the Texas Public Information Act more commonly referred to as the Texas Open Records (TORA). Any proprietary information, trade secrets or confidential commercial and financial information which a Contractor believes should be exempted from disclosure to a third party **shall be specifically identified and marked as such by Contractor at the time Contractor submits its bid.** Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information is not sufficient to establish confidentiality. **The specific proprietary information, trade secrets or confidential communication and financial information must be clearly identified as such.** Upon request for records from a third party regarding this procurement, VIA will notify, in writing, in the manner required under TORA, the Contractor if and only if the information requested was identified by Contractor, as required under this paragraph. VIA may determine in its sole discretion whether sufficient legal justification exists for withholding the records and whether an opinion should be requested from the Texas Attorney General. **TO THE FULLEST EXTENT ALLOWED BY LAW, CONTRACTOR AGREES TO AND HEREBY DOES IDEMNIFY VIA FOR ITS COSTS ASSOCIATED WITH CONTRACTOR'S REFUSAL TO PRODUCE SUCH IDENTIFIED INFORMATION FOR PURPOSES OF TORA.** Further, Contractor agrees to fully cooperate with VIA and to provide VIA full and complete access to any and all records requested under TORA regarding this Contract at no cost to VIA.

**4.9 Rejection of Proposals:** VIA reserves the right to reject any and all proposals that are not responsive or unreasonably priced or impose modifying conditions. VIA may reject the proposal of any party who has been determined to be non-responsible in any former contract with VIA. VIA reserves the right to reject any or all proposals, and to waive technical defects as the interest of VIA may require. Each Proposer shall be notified if all proposals are rejected.

**4.10 Preparation Costs:** All costs related to responding to this procurement solicitation, including (if applicable) the cost of any oral presentations required, shall be the sole responsibility of and shall be borne by each proposer.

## PART 5 INSURANCE

- 5.1 General Insurance Requirements:** The Contractor shall purchase and maintain in full force and effect during the entire period of this Contract, including any maintenance period thereof, insurance of the following types and in amounts not less than the amounts stated below. Such insurance shall protect Contractor from any and all claims and damages, which may arise out of or result from, Contractors operations whether such operations are performed by Contractor or by its subcontractor or by anyone for whose acts the Contractor may be liable. All costs associated with these insurance coverages are the sole responsibility of the Contractor. The Contractor must adhere to the following requirements:
- 5.1.1 Additional Insured:** The Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to name VIA and its officers, trustees and employees as additional insured regarding Contractor's operations as well as completed operations in performance of this Contract.
- 5.1.2 Waiver of Subrogation:** The Commercial General Liability, Commercial Automobile Liability, Workers' Compensation and Employer's Liability, shall be endorsed to provide a waiver of subrogation in favor of VIA, its officers, trustees, and employees. If Contractor is an approved self-insurer, Contractor will waive all rights of recovery against VIA, its officers, trustees, and employees for any and all claims.
- 5.1.3 Coverage Primary:** Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to VIA. The limits of liability required herein may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies; but, in no event shall the total limits of liability available for any one occurrence or accident be less than the amounts required.
- 5.1.4 No Commencement without Coverage:** The Contractor shall not commence work under this Contract until all required insurance is obtained and approved by VIA. Approval of the insurance by VIA shall not relieve or decrease the liability of the Contractor hereunder.
- 5.1.5 Certificates:** Two (2) copies of all required endorsements and completed certificates of insurance evidencing coverage shall be furnished to the VIA Contracting Officer prior to commencement of work and within ten (10) calendar days after the date of Notice of Award. Certificates and endorsements shall be provided by contractor and anyone involved in the performance of work under this contract by and through contractor (not otherwise included under contractor's coverage), including all subcontractors. All certificates must be issued reflecting VIA Metropolitan Transit as the certificate holder. All Certificates of Insurance shall reflect the VIA project number, name of the Contracting Officer and be signed by a person authorized by that insurer to bind coverage on its behalf. Failure to furnish the required certificates of insurance and accompanying endorsements within the time allowed shall not be considered cause for modification of any contractual time limits. All certificates, endorsements and/or policies of insurance presented as proof of compliance with the above requirements shall be on forms and with insurance companies approved by VIA. All such insurance documents shall be provided by insurance companies authorized to do business in the State of Texas and having a Best's rating of A- (VII) rating or greater, as shown in the most current issue of A.M. Best's Key Rating Guide. Policies of insurance issued by insurance companies not rated by Best's or have a Best's rating lower than A-(VII) will not be accepted as complying with the insurance requirements of the Contract unless such insurance companies are approved in writing by VIA prior to the award of the Contract. Certificates of Insurance and if applicable, any endorsements shall contain transcripts from the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location and the endorsements as required below. If any of the foregoing insurance coverages are required to remain in force after the final payment and are reasonably available, an additional certificate with endorsement evidencing continuation of such coverage shall be submitted with Contractor's final invoice for payment.
- 5.1.6 No Lapse or Cancellation:** The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse. Except as otherwise may be provided in this contract, all insurance policies shall include an endorsement that the policy shall not be canceled, non-renewed, reduced, restricted, or limited without 30 days written notice. In the event of cancellation or lapse of insurance, the

Contractor shall notify VIA immediately, in writing, by certified or registered mail, return receipt requested. Contractor shall also provide written notification to VIA, within ten (10) days, of any cancellation due to non-payment of premium, notice of expiration, cancellation, nonrenewal or material change in coverage it receives from its insurer. In addition to any other remedies VIA may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, VIA shall have the right to order Contractor to stop work hereunder and/or withhold payment(s) which become due to Contractor until Contractor demonstrates compliance hereof and unless otherwise directed by VIA, shall cease work until evidence of acceptable insurance coverage is supplied to VIA.

- 5.1.7 Breach:** Failure to maintain insurance coverage, as required herein, constitutes a material breach of this Contract.
- 5.1.8 Responsibility of Payments:** Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.
- 5.1.9 Own Equipment and/or Property:** Contractor and its subcontractors are responsible for all damage to their own equipment and/or property.
- 5.1.10 Other Obligations:** It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.
- 5.1.11 Changes:** VIA reserves the right to review the insurance requirements of this Contract during the effective date of the Contract and at renewal or any extension hereof and to modify insurance coverages and limits when deemed necessary and prudent based upon changes in statutory law, court decisions, or circumstances surrounding this Contract.

## **5.2 Specific Insurance Requirements:**

- 5.2.1 Workers' Compensation Insurance:** Coverage is required for workers' compensation providing Statutory Benefits in accordance with the Workers' Compensation Act of the State of Texas and/or any other state or Federal law as may be applicable to the work being performed under this Contract.
- 5.2.2 Employer's Liability Insurance:** Coverage is required for employer's liability with limits of liability not less than:
- \$ 500,000 Each Accident
  - \$ 500,000 Policy Limit for Disease
  - \$ 500,000 Each Employee for Disease
- 5.2.3 Commercial General Liability Insurance:** Coverage is required for general liability, including coverage for the following where exposure exists and for amounts not less than:
- 1) Premises/Operations
  - 2) Independent Contractors
  - 3) Products/Completed Operations
  - 4) Personal Injury
  - 5) Contractual Liability
  - 6) Explosion/Collapse/Underground Property Damage (where applicable):
- \$ 2,000,000 General Aggregate
  - \$ 2,000,000 Products/Completed Operations Aggregate
  - \$ 1,000,000 Personal Injury per occurrence
  - \$ 1,000,000 Each Occurrence

**5.2.4 Commercial Automobile Liability Insurance:** Coverage is required for automobile liability, covering all owned/leased, hired and non-owned motor vehicles including fuel transports used in connection with the work being performed under the Contract with limits of liability not less than:

\$ 1,000,000 Combined Single Limit

**5.2.5 Subcontracts:** Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder, purchase and maintain, during the term of the Contract, the same minimum levels of applicable insurance coverages that are necessary and appropriate for the work performed and as required of Contractor herein. Contractor shall provide to VIA certificates of insurance and endorsements Contractor receives from its subcontractor(s) that name the Contractor and VIA as additional insured. Contractor shall provide VIA with said certificates and endorsements prior to the commencement of any work by that subcontractor.

**PART 6**  
**BILLING AND PAYMENT**

- 6.1 Compensation:** The Contractor shall be reimbursed by VIA for authorized costs incurred in performance of the work under this Contract. Authorized costs shall include Contractor's direct labor, payroll burden, general and administrative, reimbursable expenses and fixed fee based on the prices specifically described in the Best and Final Offer. Detailed records must be maintained to show actual time devoted and costs incurred. The Contractor shall include as part of their invoice a list of all DBE subcontractors and the amounts to be paid to each of the subcontractors from this invoice. This requirement is in accordance with FTA Circular 4716.1.

Errors on the invoice will cause the invoice to be sent to the Contractor to be corrected. The invoice will be checked entirely for accuracy before submittal to VIA. The rate of payments will be according to the schedules included (whether expressly or by reference) in this document. The invoice will be on the Contractor's letterhead and signed by the Chief Financial Officer or designated representative of the company.

Payment will only be made after receipt of a proper invoice. A proper invoice shall include the Contract/Purchase Order number, the date of the invoice, a description of the goods and/or services delivered, and **applicable project numbers**. All invoices must be emailed to [acctpayable@viainfo.net](mailto:acctpayable@viainfo.net) or mailed to VIA Metropolitan Transit, Attn: Accts Payable, PO Box 12489, San Antonio, Texas 78212.

After verification, VIA will submit payment to the Contractor within thirty (30) days after receipt of a properly submitted invoice. In the event payment is not made within (30) days, the Contractor shall submit a reminder invoice marked overdue. If the invoice contains an error, the invoice will not be classified as a properly submitted invoice.

- 6.2 Prompt Payment:** The Contractor agrees to pay each Subcontractor under this prime Contract for satisfactory performance of its Contract no later than ten (10) days from the receipt of each payment the Contractor receives from VIA. The Contractor agrees further to return retainer payments to each Subcontractor within thirty (30) days after the Subcontractor's work is satisfactorily completed and corresponding retainage is released by VIA. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of VIA. This clause applies to DBE and non-DBE Subcontractors.

If the Contractor fails or refuses to comply with the terms of this Program, as it is set forth in such Contractor's Contract, the Commission will issue an order stopping all or part of payment and/or work until satisfactory action has been taken. If the Contractor still fails to comply, the Commission may issue a termination for default proceeding.

**6.3 Discounts:**

- 6.3.1 Evaluation of Offers:** Discounts for early payment shall not be considered in the evaluation of offers, except in the case of a tie bid provided that a minimum of ten (10) days is offered in which to take the discount.

- 6.3.2 Binding:** Discounts that are included in offers become a part of the resulting contracts and are binding on the Contractor for all orders placed under the Contract. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.

- 6.3.3 Time Computation:** Time will be computed, for discount computation purposes, from:

- (a) the date of delivery to and acceptance by VIA; or
- (b) the date a proper invoice is received in the office specified by VIA, if the latter date is later than the date of delivery.

- 6.3.4 Payment Date:** Payment will be deemed to have been made on the date which appears on payment checks.

**6.4 Acceptance of Final Payment:** The acceptance by the Contractor of final payment shall be and shall operate as a release to VIA of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of VIA and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or the Contractor's Surety or Sureties from any obligation under this Contract or Performance and Payment Bond.

**6.5 E-Payables:** VIA can offer payment to Contractors through e-payables. The e-payable payment method provides the following advantages to the Contractor:

- Card acceptance offers business development opportunities for suppliers because buyers assign “preferred supplier” status to suppliers that accept cards
- Card acceptance can provide the opportunity to expand into online sales.
- Expedited receipt of cash, improving Days Sales Outstanding
- Reduced check processing costs
- Reduced collection costs associated with lost or misplaced checks
- More efficient handling of exception items
- Remittance data transmitted with payment for more efficient back-end reconciliation
- Paperless

Payments are processed as credit card transactions and standard bank fees will apply. There are no additional fees imposed by users or the issuing bank. Bidders interested in this alternative payment method should contact VIA's Procurement department at (210) 362-2400.



**PART 7  
FEDERAL PROVISIONS  
RESERVED**

**PART 8**  
**DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**  
**RESERVED**

## **PART 9 FORMS**

### **9.1 Forms to be Submitted with Proposal:**

#### **9.1.1 Offer and Certifications Form:**

The undersigned Bidder/offeror having read and examined the Procurement (see section entitled "Definitions") documents, and which will ultimately comprise the Contract for the above designated Work, and thoroughly familiarized himself/herself with the factors which will affect the execution of the Work and the cost thereof, does hereby offer to furnish all materials and labor to complete the work set forth in this offer. All prices stated herein are firm and shall not be subject to escalation provided this offer is accepted within one hundred twenty (120) days after the official opening of the proposal.

Furthermore, the undersigned hereby declares that he has thoroughly reviewed all the Procurement documents (which will ultimately comprise the Contract) and has found no discrepancies with the information or accuracy of the documents that might affect either the cost or the time of the work.

The following certifications are made in connection with the bid/offer and the performance of the Contract (the references to "Bidder/offeror" shall also mean and apply to "Contractor" upon acceptance of the Bid/offer):

##### **9.1.1.1 Good Faith Offer:**

The Bidder/offeror hereby declares that only the persons or firms interested in the offer as principal or principals are named herein and that no other persons or firms then herein mentioned have any interest in this offer or in the contract to be entered into; that this offer is made without connection with any other person, company, or parties likewise submitting a bid or offer; and that it is in all respects for and in good faith.

##### **9.1.1.2 Contractor Compliance with VIA's Drug/Alcohol-Free Workplace Policy:**

The Bidder/offeror certifies that it will comply with VIA's Policies and Procedures for maintaining a drug and alcohol-free work environment, the essence of which is as follows:

1. While operating as a contractor or subcontractor performing work on VIA's premises, neither the Bidder/offeror or its subcontractor(s) will engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conduct of any contracting activity paid for by VIA. (Authority -- 49CFR 29.600 Subpart F)
2. At its sole option, VIA may elect to subject Contractor and/or subcontractor personnel to random testing for the presence of controlled substances when such employees are performing safety sensitive work on VIA's premises. (A copy of VIA's Drug and Alcohol Policy is available upon request.) (Authority -- 49CFR 40.1)
3. Upon determination of one or more confirmed instances of the presence of a controlled substance involving Contractor or subcontractor personnel, VIA may elect to take punitive action against Contractor including, but not limited to Termination for Default.

##### **9.1.1.3 Affidavit of Non-Collusion:**

The Bidder/Offeror certifies that:

The attached Bid/offer has been arrived at by the bidder independently, and has been submitted without collusion with, and without agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, services described in the Procurement documents, designed to limit independent bidding or competition; and the contents of the Bid/offer have not been communicated by the bidder or its employees or agents, to any person not an employee or agent of the Bidder/offeror or its surety on any bond furnished with the Bid/offer, and

will not be communicated to any such person prior to the official opening of the bid or consideration of the proposal.

#### **9.1.1.4 Certification of Restrictions on Lobbying:**

The Bidder/offeror certifies that:

1. No Federally appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1431 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

THE BIDDER/OFFEROR CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE BIDDER/OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. 3801 ET. SEQ., APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

#### **9.1.1.5 Bid/offer:**

By execution below, the Bidder/offeror agrees to faithfully and diligently complete the work as bid herein, and as specified in VIA's Procurement documents including those described in the section entitled "Contract" under Part 2, "Scope of Work, Terms and Conditions." Bidder/offeror understands and agrees that by execution below, it is offering to be bound by the terms contained or referenced in the section entitled "Contract" under Part 2, "Scope of Work, Terms and Conditions" and that, in the event VIA accepts this offer, such documents will form and constitute a legally binding contract.

By execution below, Bidder/offeror provides all the certifications and assurances described in this Bid/offer, and further certifies that all information provided or otherwise contained in its response to VIA's Procurement Solicitation is true and correct, including but not limited to the information contained in the following forms:

**Acknowledgment of Addenda**  
**List of Similar Contracts/References**  
**Business Questionnaire**  
**Conflict of Interest Questionnaire**  
**VIA's Declaration of Agency Sustainability**

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PROPOSED CONTRACTOR (Bidder/offeror)

\_\_\_\_\_  
(Name should be the same as the response to question #1 "Business Questionnaire").

\_\_\_\_\_  
(individual or officer authorized to sign on behalf of Bidder/offeror)

\_\_\_\_\_  
(title, or legal capacity - attach power of attorney, if any)

ATTEST: (if Bidder/offeror is a corporate entity)

By \_\_\_\_\_ [Affix CORPORATE SEAL here]  
\_\_\_\_\_  
(Title - usually, "corporate secretary")

ACKNOWLEDGED, SWORN TO and SUBSCRIBED before me, the undersigned authority, on this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Notary Public

**AWARDED**, executed and effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

VIA Metropolitan Transit

By: \_\_\_\_\_

### 9.1.2 ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the Bidding Documents:

ADDENDUM NO. \_\_\_\_\_, DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_, DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_, DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_, DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_, DATED \_\_\_\_\_

NOTE: Failure to acknowledge receipt of all addenda may cause the bid to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the bid.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Address

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Position and/or Title

\_\_\_\_\_  
Type of Entity

\_\_\_\_\_  
Date

**9.1.3 LIST OF SIMILAR CONTRACTS/REFERENCES (All Formal Solicitations)**

1. Project:  
Contact Person:  
Company Name:  
Telephone Number:  
Fax Number:  
E-mail Address:

2. Project:  
Contact Person:  
Company Name:  
Telephone Number:  
Fax Number:  
E-mail Address:

3. Project:  
Contact Person:  
Company Name:  
Telephone Number:  
Fax Number:  
E-mail Address:

4. Project:  
Contact Person:  
Company Name:  
Telephone Number:  
Fax Number:  
E-mail Address:

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Address

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Position and/or Title

\_\_\_\_\_  
Type of Entity

\_\_\_\_\_  
Date

**BUSINESS QUESTIONNAIRE:**  
**(For Solicitations Valued at \$5,000 and above)**

**This questionnaire must be submitted for all potential Contractors and subcontractors listed on the Schedule of Participation.**

1. Name of Proposed Contractor ("Business", herein): \_\_\_\_\_

Doing Business As: \_\_\_\_\_

Other business name, if applicable)

EIN# \_\_\_\_\_

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

Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

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

E-mail address: \_\_\_\_\_

4. Business Type: ☐ Individual ☐ Corporation ☐ Partnership ☐ Joint Venture

5. Number of Years in Business: \_\_\_\_\_

6. Annual Gross Revenue: (M represents Millions)

☐ \$1M or less ☐ \$1M-\$5M ☐ \$5M-\$10M ☐ \$10M-\$16M ☐ \$16M or Over

7. Number of Employees:

☐ Less than 50 ☐ 50-100\* ☐ 101-750 ☐ 751-1,000 ☐ 1,001 or over

8. Is Business Owned by Minority Ethnicity? ☐ Yes ☐ No

9. Ethnic Group: ☐ African American ☐ Hispanic American ☐ Native American  
☐ Asian Pacific American ☐ Subcontinent Asian American ☐ Caucasian  
☐ Other (Please Specify) \_\_\_\_\_

10. Female Owned Business? ☐ Male Owned Business? ☐

11. Physically Challenged? ☐ Yes ☐ No

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

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

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

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

REV 2/15/13



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
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). VIA reserves the right to inquire further with respect thereto.
25. List the name and business address of each person or legal entity that has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

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

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

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

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

Officer familiar with bidders account: \_\_\_\_\_

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

27. Please check all classifications that apply to your business:

\_\_\_\_\_AABE \_\_\_\_\_ACDBE \_\_\_\_\_DIBE \_\_\_\_\_DBE \_\_\_\_\_MBE \_\_\_\_\_SBE  
 \_\_\_\_\_VBE \_\_\_\_\_WBE \_\_\_\_\_ESBE \_\_\_\_\_AIBE \_\_\_\_\_LGBT

28. How were you notified of this solicitation? (Check all that apply—your response to this will help improve our outreach efforts.)

☐Newspaper ☐VIA Website ☐TX Marketplace  
☐Direct Mail ☐E-mail ☐VIA Outreach  
☐Telephone ☐Networking Event ☐Other (Identify) \_\_\_\_\_

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) VIA will have the grounds to terminate any or all contracts which VIA has or may have with the business; 2) VIA may disqualify the business named above from consideration for contracts and may remove the business from VIA's bidders list; or/and 3) VIA 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 VIA to report the amount of subcontracting activity with all businesses that offer the commodities and services used by VIA.**

\* Contractors that employ 50 or more transit related employees will be required to submit a copy of their EEO program.

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

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

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

Questions about this document should be directed to the Contracts Specialist

REV 2/15/13

**9.1.5 CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local government entity**

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84<sup>th</sup> Leg., Regular Session.**

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

☐ YES

☐ NO

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

☐ YES

☐ NO

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

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

**7**

\_\_\_\_\_  
Signature of person doing business with the governmental entity    Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

- (2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

#### 9.1.6 VIA METROPOLITAN TRANSIT'S DECLARATION OF AGENCY SUSTAINABILITY



As the primary provider of public transportation in the San Antonio region, VIA Metropolitan Transit has long recognized its role as a steward of the environment and is continually exploring innovations to lessen its impact. Implementation of an Environmental and Sustainability Management System (ESMS) is one way VIA serves and protects San Antonio.

VIA's Environmental and Sustainability Management System (ESMS) Policy states:

*VIA Metropolitan Transit shall implement an Environmental & Sustainability Management System (ESMS) to provide a strategic and systematic approach to the management of environmental impacts. Implementation of an ESMS maximizes organizational benefit through risk mitigation, prevention of pollution, and regulatory compliance, and will help VIA to provide the community with safe, reliable and sustainable transportation. Each of VIA's employees is entrusted with incorporating the actions necessary in their work to fulfill this commitment.*

*By enacting this Environmental & Sustainability Management System, VIA commits to:*

- *Implementation and continual improvement of environmental management practices and solutions*
- *Prevention of pollution and utilization of environmentally safe methods of disposal and recycling to maintain a safe and clean environment*
- *Compliance with applicable legal and other requirements to which VIA subscribes which relate to its environmental aspects*
- *Minimization of significant environmental impacts by establishing environmental objectives and targets*
- *Evaluation of environmental performance and progress through periodic review of the ESMS and related objectives and targets*
- *Integration of sustainable practices during planning and decision-making processes and in all other work conducted at VIA*

*VIA is committed to becoming an environmental leader in the industry and pledges to provide necessary education and tools to all persons working for or on behalf of VIA to successfully carry out this program. VIA promotes implementation of goals and programs that will continuously reduce our environmental impact on the community and environment. This environmental and sustainability management system policy will be documented, regularly reviewed, communicated to all persons working for or on behalf of VIA, and be made available to the public.*

We are committed to assessment of the environmental impacts associated with our activities and services, and we will develop and track measures of our progress. It is our goal to have VIA Metropolitan Transit recognized as a regional environmental steward as well as a sustainability leader among transit agencies.

Please sign below to acknowledge that you have read VIA's ESMS Policy.

---

Signature

---

Date

**PART 10  
PRICE PROPOSAL**

**10.1 Price Proposal**

**10.1.1 Responsiveness:** To be responsive, proposals must include this form completed in ink or by machine, as indicated, and specified in 1.3.5, Receipt of Proposal, and 1.8, Price Proposal Submission. Any modifications to this form or to any of the terms of the Request for Proposal will render this proposal non-responsive.

**10.1.2 Completion:** The Proposer shall respond to each item on the Price Proposal.

**10.1.3 Offer:** \_\_\_\_\_ offers to supply goods or services to VIA Metropolitan Transit without exception according to all terms of the Request for Proposal issued by VIA November 27, 2018 for **VIA Contract # 19-097** in consideration of payment of the following price:

**The intent is for the proposer to provide this service either at no cost or at minimal cost to VIA.**

**If there is a cost to VIA, provide a price breakdown to show how the total yearly cost is derived.**

ITEM NO.	DESCRIPTION	PRICE
A	(See Part 2, Scope of Work, Terms and Conditions)	
	Smart Transit Hubs (Year 1)	\$ _____
	Smart Transit Hubs (Option Year 2)	\$ _____
	Smart Transit Hubs (Option Year 3)	\$ _____
	Smart Transit Hubs (Option Year 4)	\$ _____
	Smart Transit Hubs (Option Year 5)	\$ _____
	Total Cost for all 5 Years	\$ _____

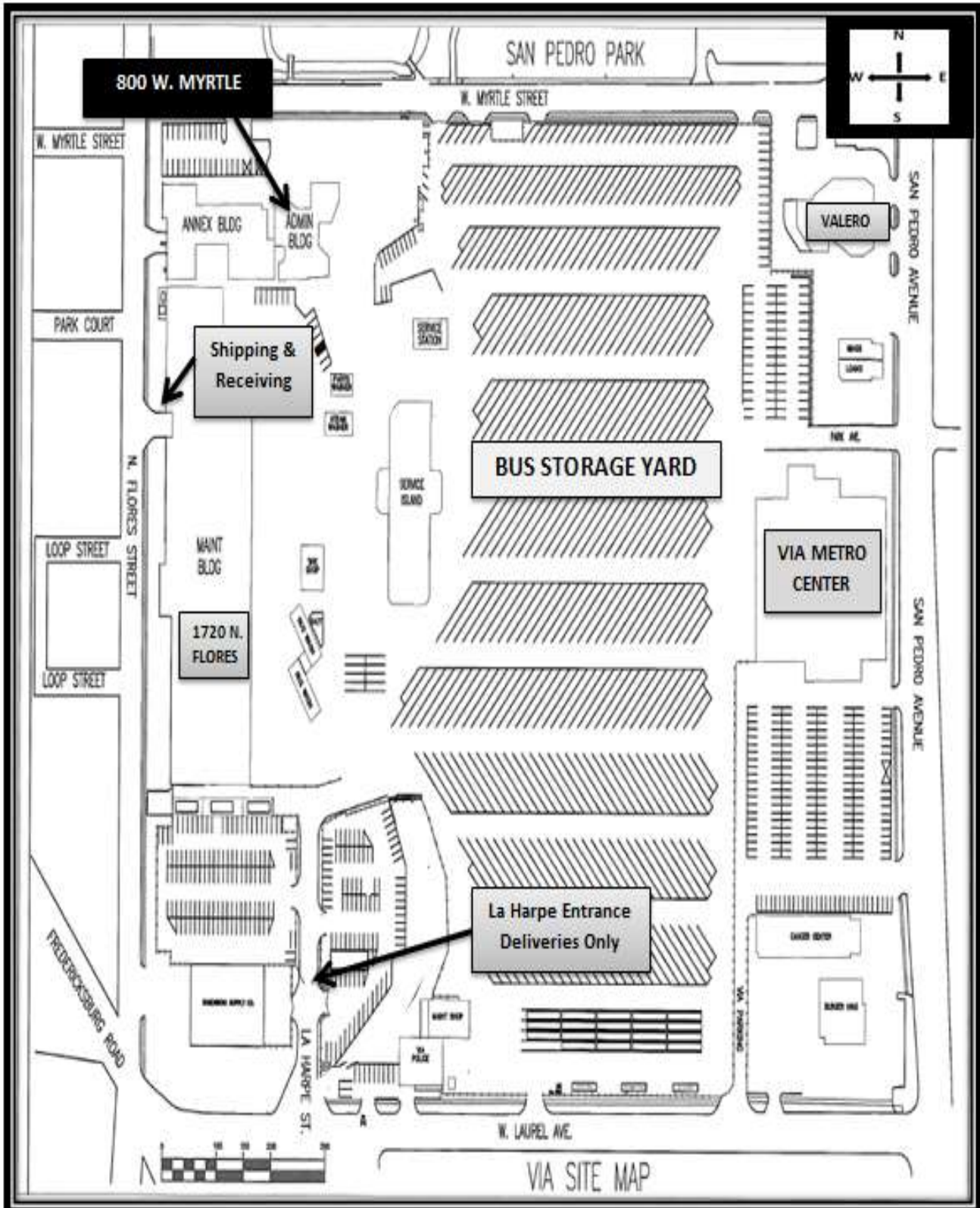
VIA may choose at the time of award or later, to award options. VIA will include the price of options considered for award in the price adjudication. Prices will be adjudicated on an "all or none" basis.

**PROMPT PAYMENT DISCOUNT:** The following prompt payment discount is hereby offered for payments made within the period specified after receipt of invoice.

\_\_\_\_\_ %      \_\_\_\_\_ days

## VIA METROPOLITAN TRANSIT SITE MAP

Prior to the time and date indicated in the bid document, Bids/Proposals are to be delivered to the Contracting Officer at VIA's Procurement Department, VIA Metropolitan Transit, 800 W. Myrtle, Suite 203, San Antonio, Texas 78212.





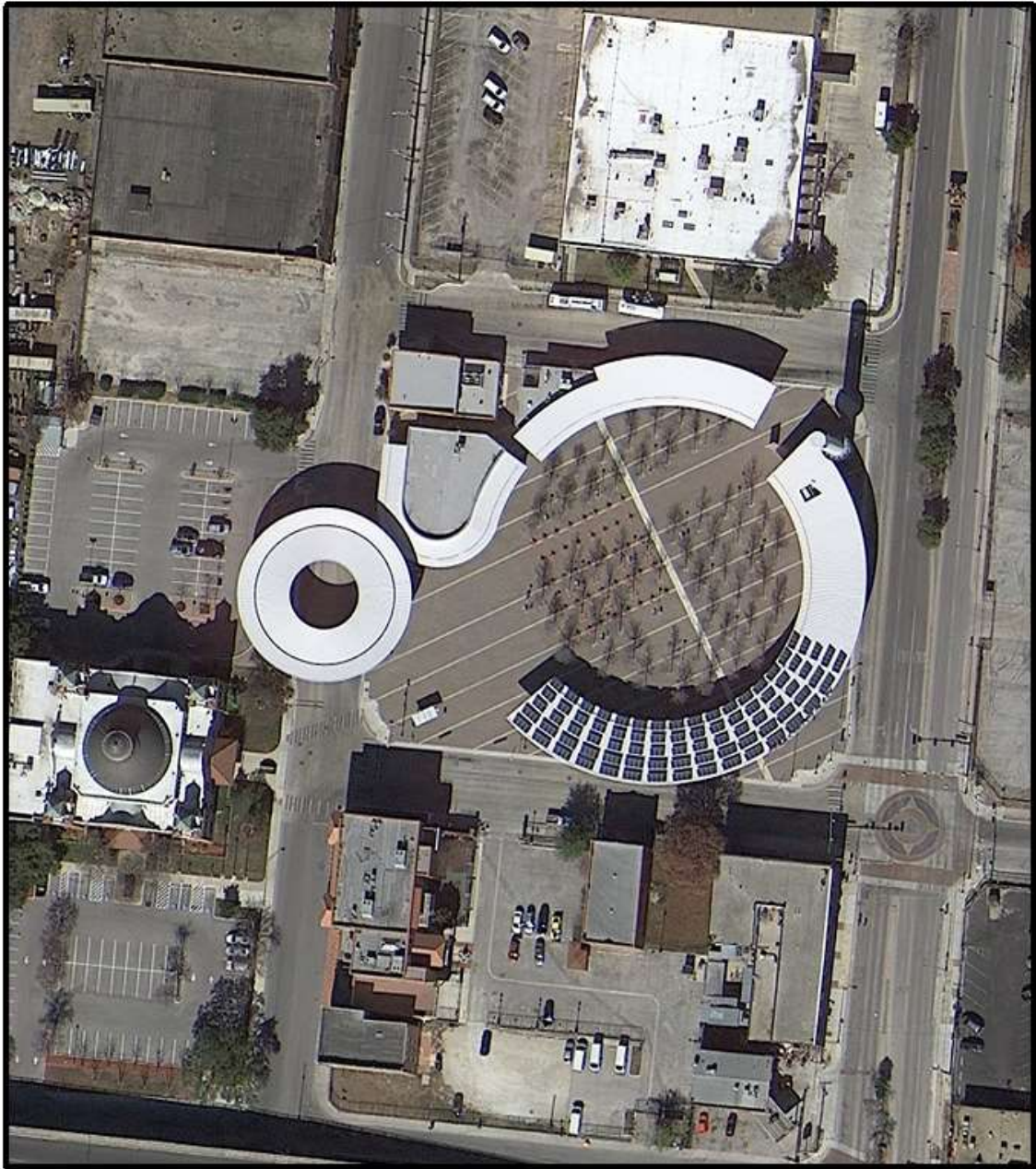
Brooks Transit Center: northwest corner of South New Braunfels Avenue  
and Sidney Brooks (under construction, to be opened in 2019))



0 50 100 200  
Feet



Centro Plaza: 909 W. Houston St., San Antonio, TX 78207

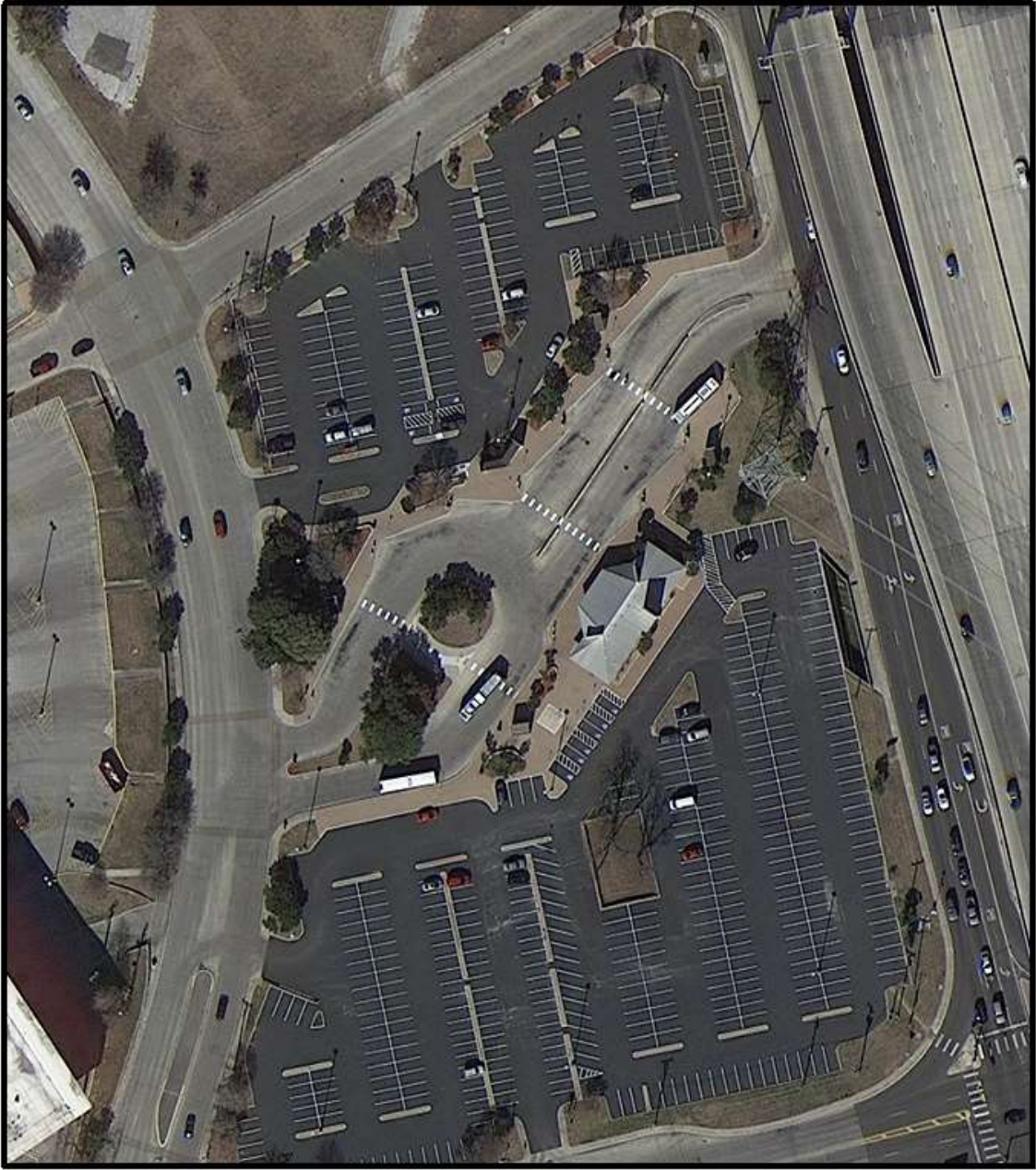


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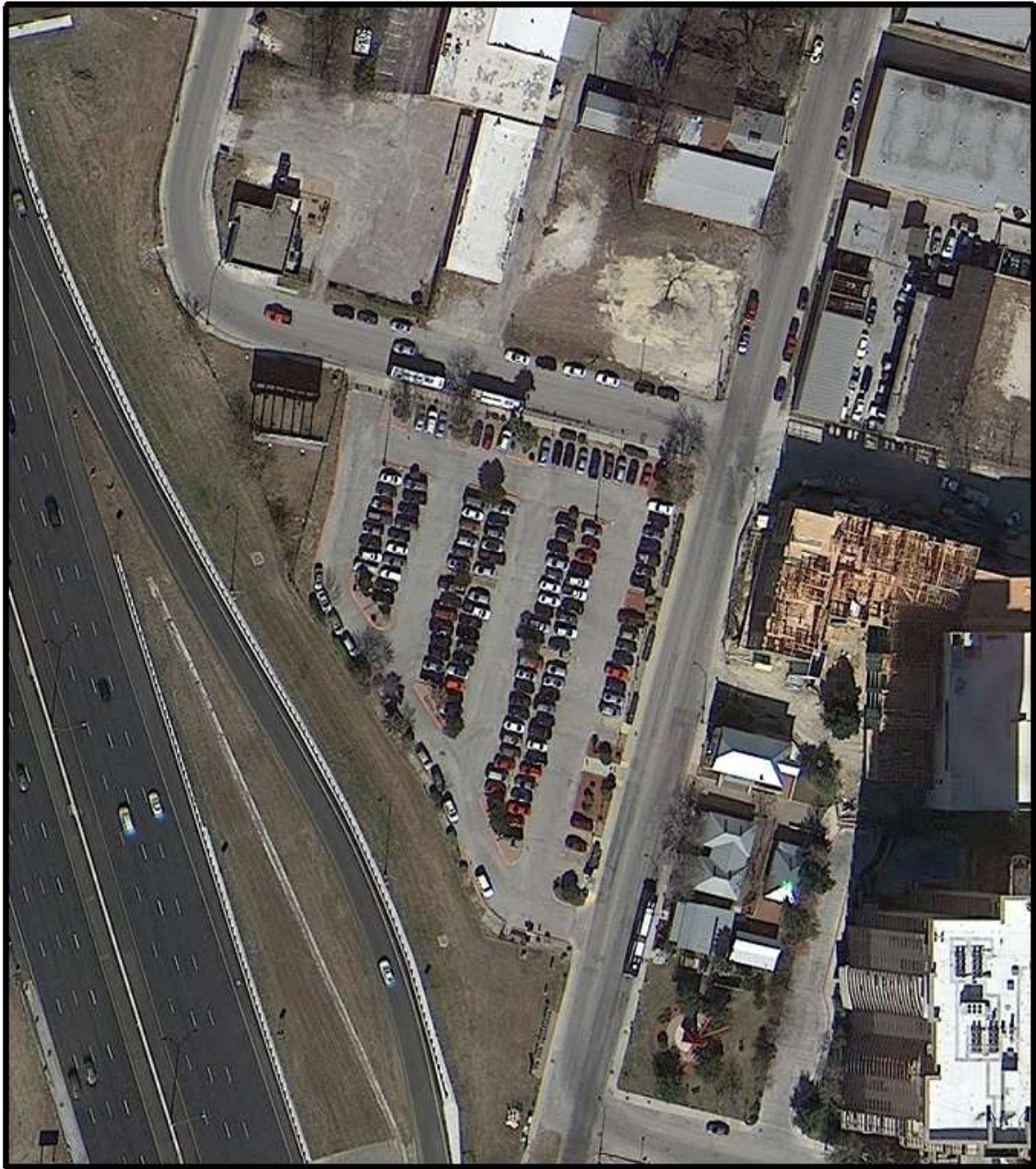
Crossroads Park & Ride: 151 Crossroads Blvd., Balcones Heights, TX 78201



0 25 50 100  
Feet



Ellis Alley Park & Ride: 212 Chestnut St., San Antonio, TX 78202

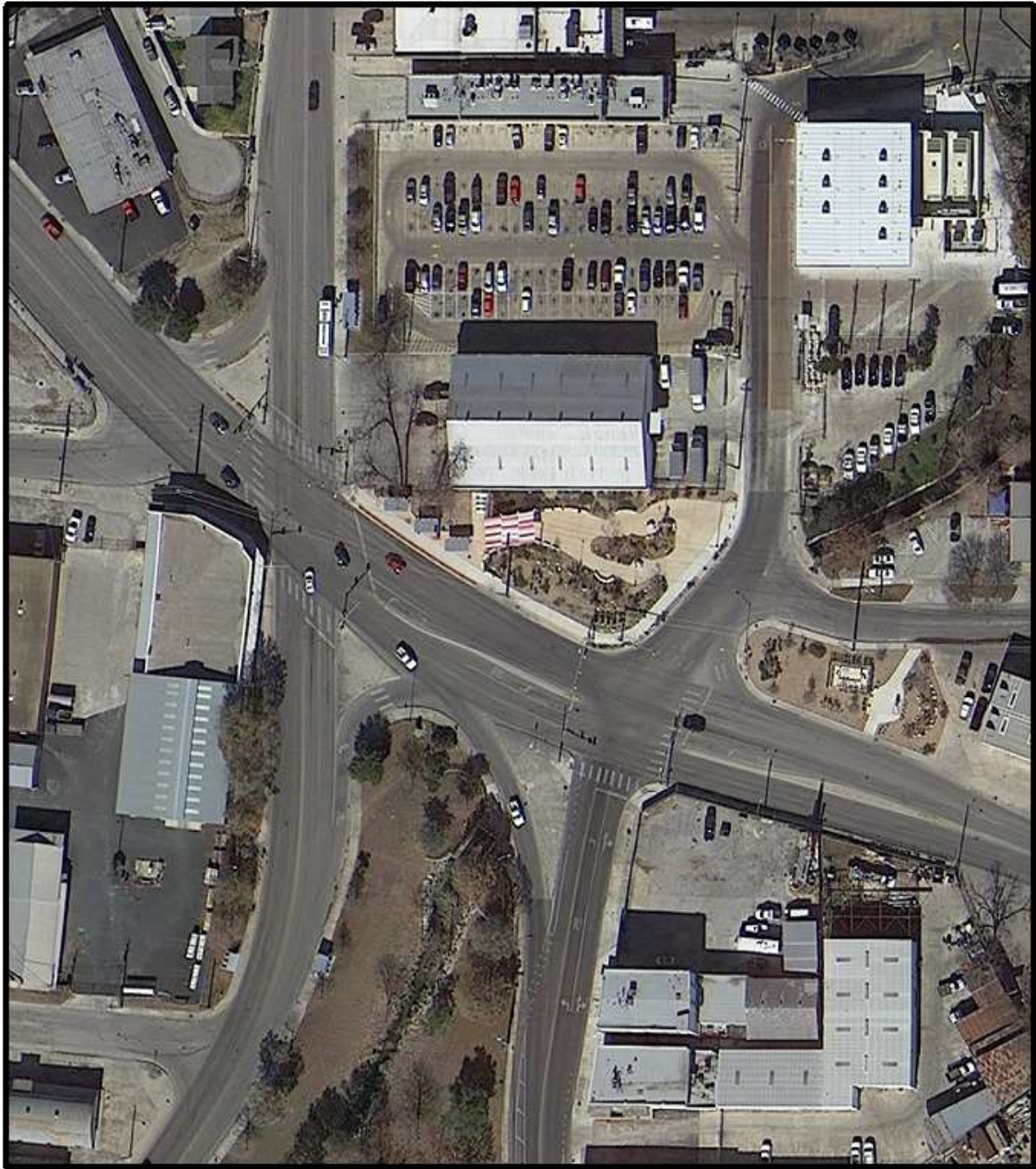


0 25 50 100  
Feet





Five Points Transit Station: Fredericksburg Road and North Flores, San Antonio, TX 78212

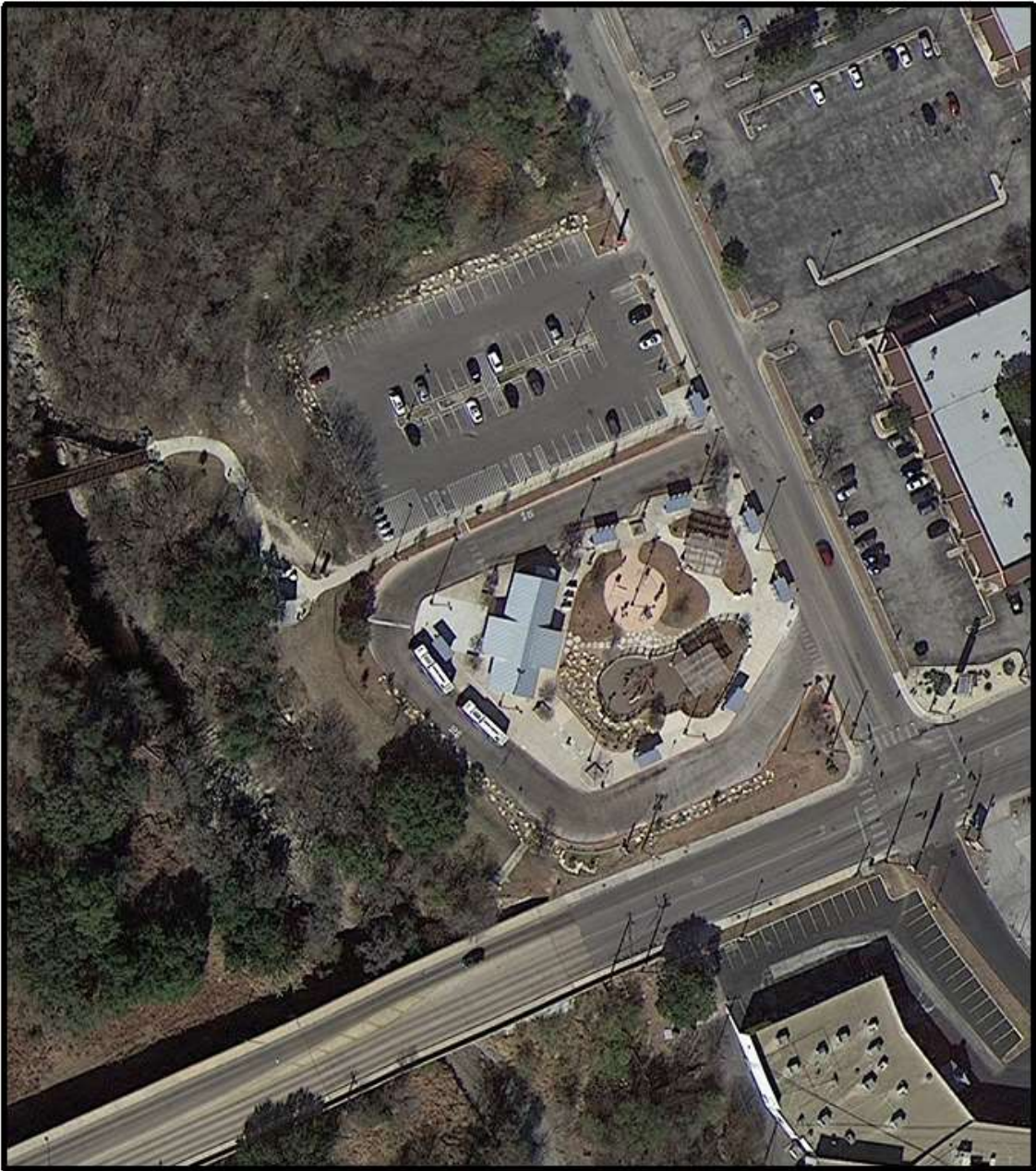


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Feet





Ingram Transit Center: 3215 Northwestern Drive, San Antonio, TX 78238

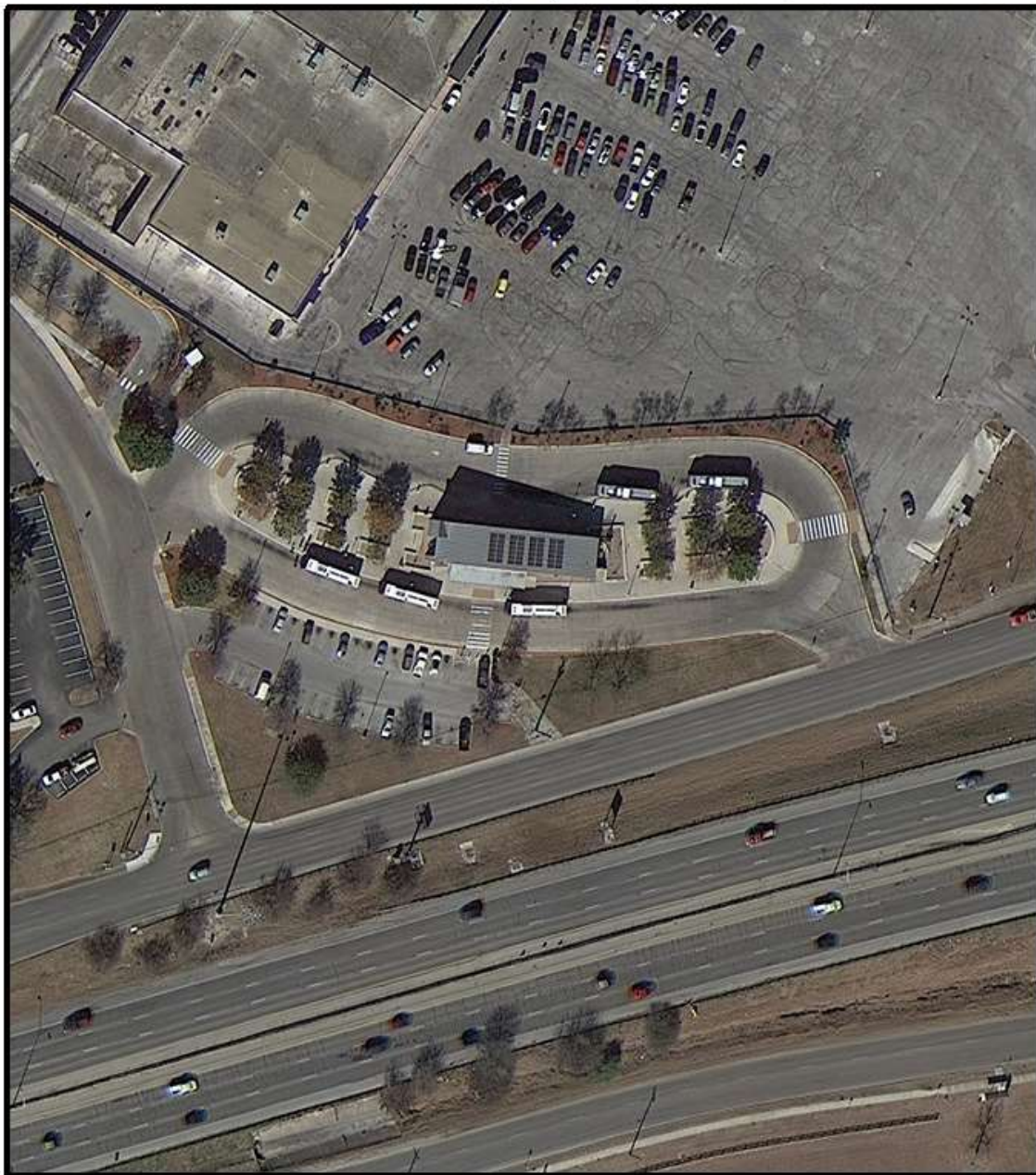


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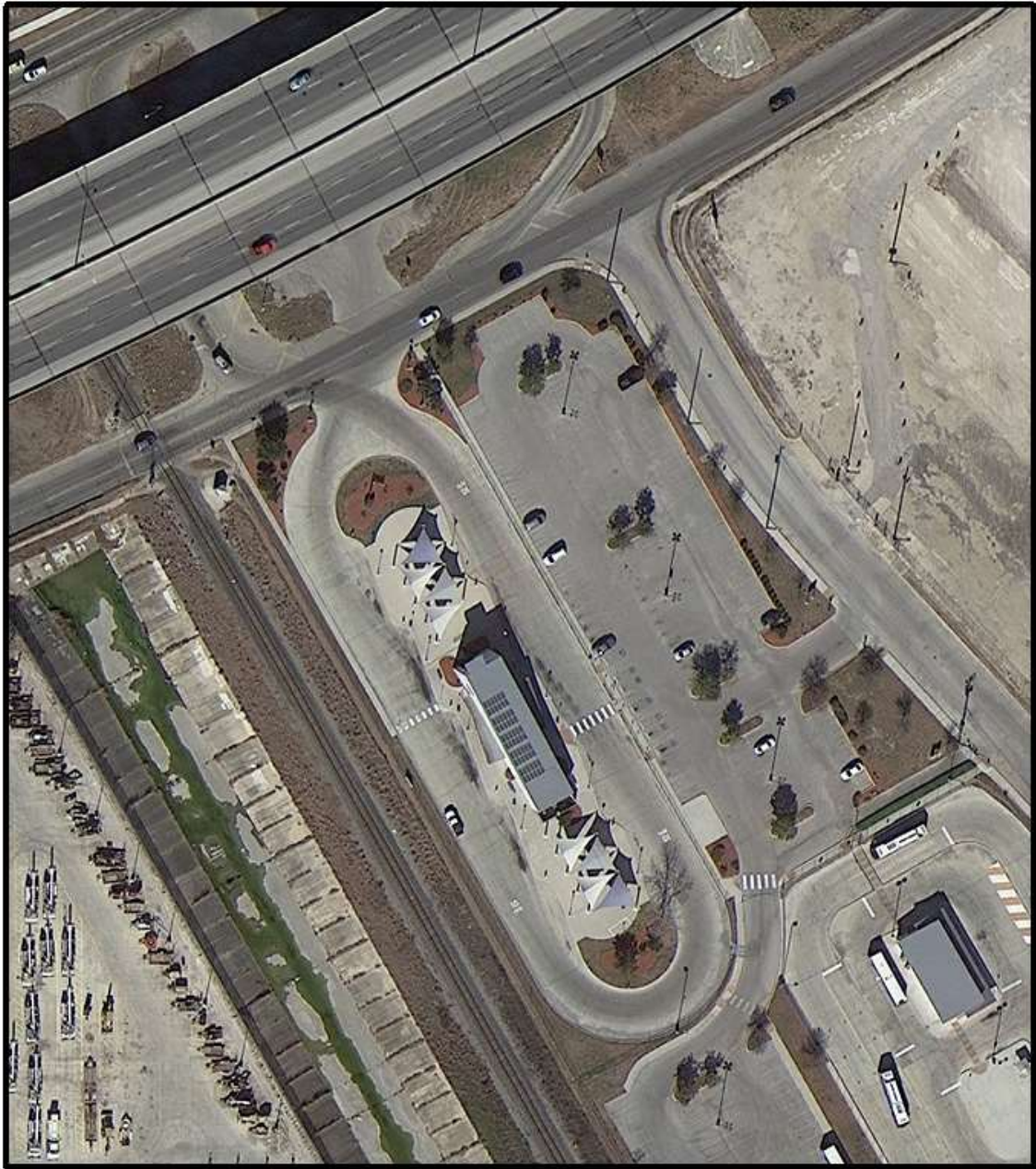
Kel-Lac Transit Center: 7183 Highway 90 W., San Antonio, TX 78227



0 25 50 100  
Feet



Madla Transit Center: 1584 Cantrell, San Antonio, TX 78221

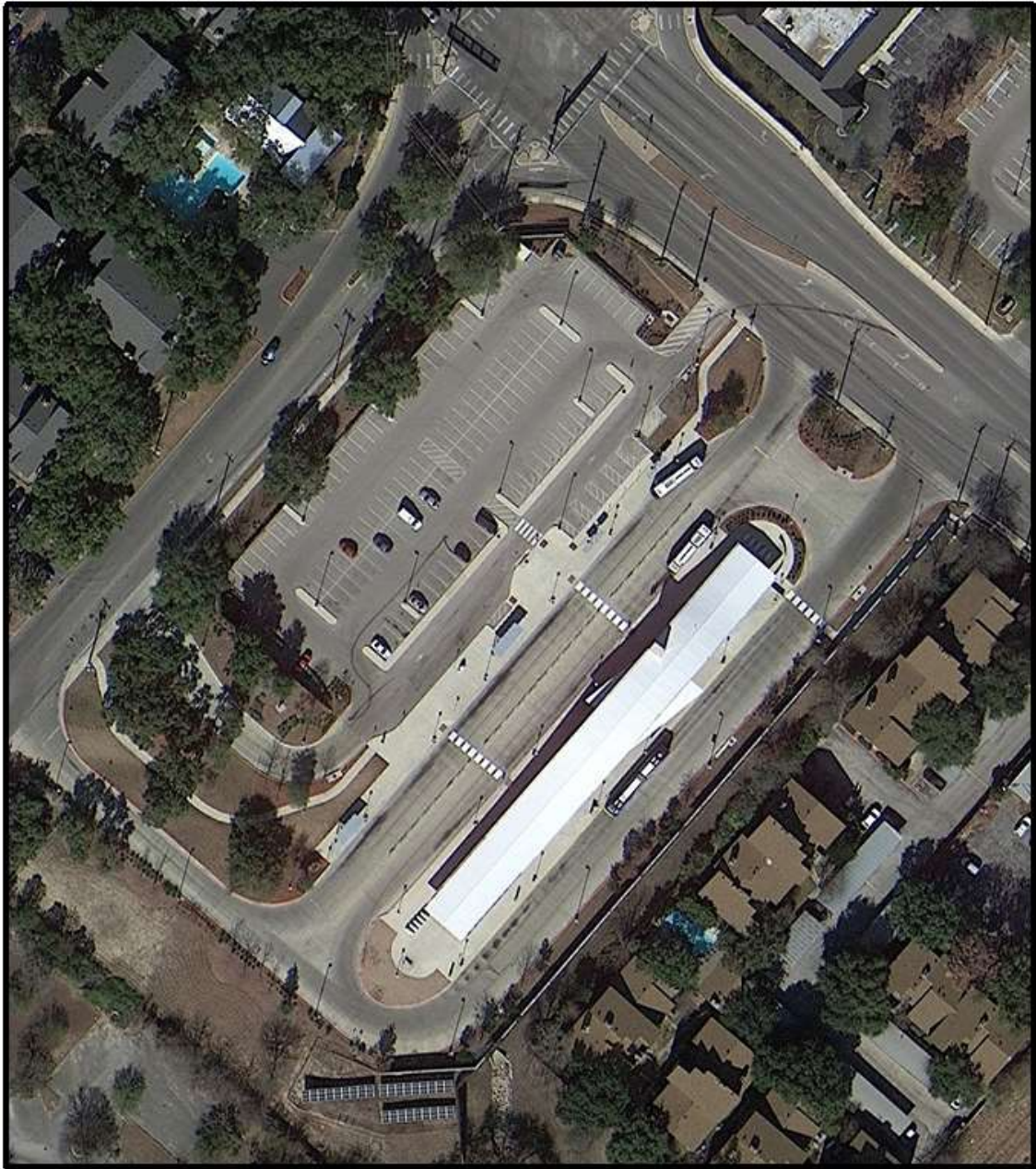


0 25 50 100  
Feet





South Texas Medical Transit Center: 5330 Medical Drive, San Antonio, TX 78229



0 25 50 100  
Feet





North Star Transit Center: 7538 San Pedro Ave., San Antonio, TX 78216

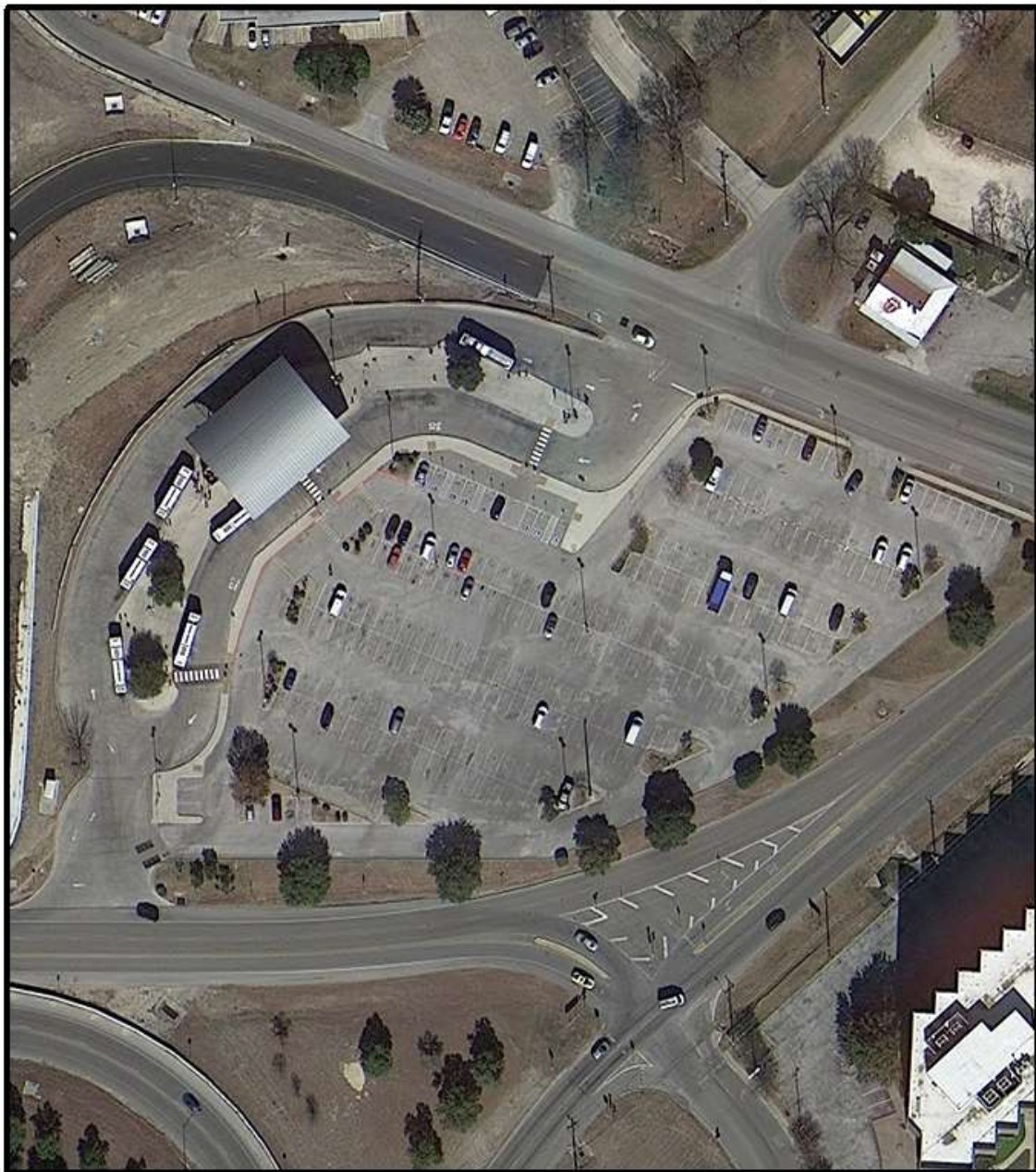


0 25 50 100  
Feet





Randolph Park & Ride: 9400 IH 35 North, San Antonio, TX 78233



0 25 50 100  
Feet



Stone Oak Park & Ride: 22139 U.S. Highway 281 North  
(Phase I complete, Phase II under construction)

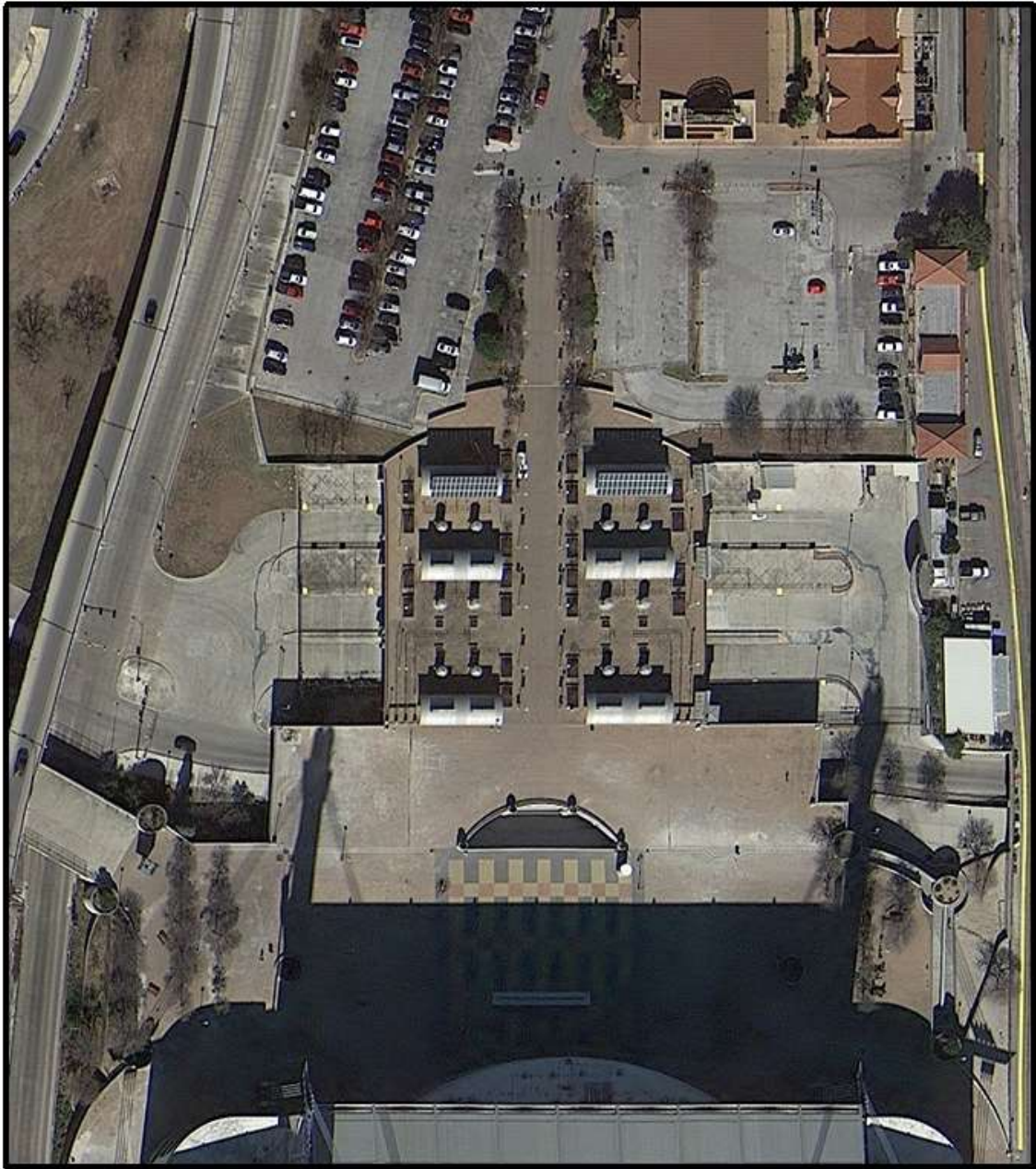


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Feet





Robert Thompson Transit Center: 101 Montana St., San Antonio, TX 78206



0 25 50 100  
Feet



## Proposed January 2019 Transit Services

