

**LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (LRGVDC) /
VALLEY METRO / EDINBURG ECONOMIC DEVELOPMENT
CORPORATION (EEDC)**



Request for Proposals

*LRGVDC Valley Metro Edinburg Transit Terminal
Office Building 1st Floor Finish-out Phase III*

No: 2025-01

RELEASE DATE:

March 12, 2025

SUBMISSION DEADLINE:

April 01, 2025, by 5pm (CST)

Lower Rio Grande Valley Development Council / Valley Metro
301 W Railroad St. Weslaco, TX 78596

WWW.LRGVDC.ORG

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** Attachment 6 is to be downloaded from the Lrgvdc Procurement website at <https://www.lrgvdc.org/procurement.html>. Please use the link under the RFP Reference number.*

SCHEDULE OF EVENTS

Solicitation Schedule

<i>Release Date of Request for Proposals</i>	March 12, 2025
<i>Pre Bid Meeting</i>	March 19, 2025
<i>Last Day to Submit Written Questions</i>	March 25, 2025
<i>Proposal Submission Deadline</i>	April 01, 2025, by 5:00 P.M. CST
• <i>Official Time Clock is LRGVDC Phone System</i>	
<i>Bid Opening</i>	April 02, 2025
<i>Anticipated Submission Review and Evaluation</i>	April 3-4, 2025 <i>(May be Subject to change)</i>
<i>Anticipated Board Approval Date</i>	April 30, 2025 <i>(May be Subject to change)</i>
<i>Anticipated Award Date</i>	May 02, 2025 <i>(May be Subject to change)</i>

The LRGVDC and Valley Metro reserve the right, in its sole discretion, to change the above dates. Notices of changes to items directly impacting the Original RFP or proposal process will be submitted to each Offer of record as having received a Proposal.

Authorized Agency Contact

The following will be the Contact Guidelines for the Lower Rio Grande Valley Development Council (LRGVDC) and Valley Metro regarding proposals for potential bid submitters.

- All inquiries and questions must be submitted via email only to lrgvdc@lrgvdc.org.
- Questions sent directly to any member of the Lower Rio Grande Valley Development Council (LRGVDC), Valley Metro or Edinburg Economic Development Corporation (EEDC) will not be considered.
- No phone or in-person inquiries regarding the proposal will be accepted unless it is part of the scheduled pre-bid meeting.
- Written inquiries submitted via email will receive a response within three (3) business days.
- All inquiries, questions, and responses will be posted as addendums on the Lower Rio Grande Valley Development Council website. Submitters are encouraged and are responsible to check for updates regularly: www.lrgvdc.org/procurement.

Proposal Submissions

Interested parties should submit one *(1) original signed, (7) copies and one (1) electronic file of the Proposal*. Original documents need to be identified with “Original” lettering on the front page. The electronic file would need to be formatted as a Microsoft Word document or Adobe PDF and saved on a USB flash drive (USB drivers will not be returned and will be considered property of the LRGVDC). Proposals must include all forms and required documentation. *Incomplete submissions will not be considered and deemed disqualified.*

All submissions must be received to the offices of the Lower Rio Grande Valley Development Council (details below) no later than 5:00 P.M. Central Standard Time (CST), **April 01, 2025**. The LRGVDC, Valley Metro and EEDC are not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the receptionist area of the LRGVDC shall be the official time of receipt. *Proposals received late will not be considered or returned.*

Proposal contents considered confidential/proprietary by the Submitter, shall be clearly identified and subject to confirmation by the LRGVDC, Valley Metro and EEDC. Should the material not be deemed confidential/proprietary, the Submitter may withdraw the designated materials from consideration prior to review and the evaluation process.

A cover letter must accompany the Proposal that is being submitted.

All Proposals shall be submitted via sealed envelope displaying name of offeror and project title addressed to the following:

**Hand Delivered
Or
Mail To:**

**Asst. Director of Business Operations
LRGVDC – Procurement Dept.
Building D
301 W Railroad
Weslaco, Texas 78596**

**RFP Title: 2025-01 LRGVDC Valley Metro Edinburg Transit Terminal Office
Building 1st Floor Finish-out Phase III**

LRGVDC office hours of operation are. Monday – Friday / 8:00am to 5:00pm CST

The Lower Rio Grande Valley Development Council will be closed Friday, April 18th, 2025, in observance of the Good Friday holiday.

PRE-BID MEETING

A pre-bid meeting will held at the LRGVDC Valley Metro Transit location. Any questions that arise from the meeting will be posted as an addendum on the LRGVDC website. The contractor will be responsible for the acknowledgement of all addendums posted.

Location: 617 W University Drive Edinburg, TX 78596

Date: March 19, 2025

Time: 2pm (CST)

INTRODUCTION

The Lower Rio Grande Valley Development Council (hereinafter referred to as “The LRGVDC”), its Transit Department Valley Metro, and the Edinburg Economic Development Corporation (hereinafter referred to as the “EEDC”) have entered into joint development and construction of the LRGVDC Valley Metro Edinburg transit office building first floor finish out located at 617 W University Drive, Edinburg, TX 78539. This project (hereinafter known as Phase III of the LRGVDC Valley Metro Edinburg Transit Terminal Construction Plan) will generate economic activity, enhance the value of local property, and is a project of the Downtown Revitalization Plan. As stated in the initialization plan this project will continue its mission to improve the visibility and use of transit services, provide increased mobility and access for the elderly and disabled, as well as improve safety.

Lower Rio Grande Valley Development Council

The Lower Rio Grande Valley Development Council (LRGVDC) is one of twenty-four (24) state planning regions and association of local governments formed under Texas Law to address issues and planning needs that cross the boundaries of individual local governments. The LRGVDC coordinates planning efforts, provides a regional approach to problem solving through cooperative action and provides direct services, when applicable. The designated geographical service area is the 3,643 square miles of Cameron, Hidalgo, and Willacy Counties.

The LRGVDC is comprised of programs in the fields of economic development, public safety, transportation, environmental services and health and human services. Funding to support these programs originates from local, state, and federal sources. The LRGVDC is governed by a twenty- seven (27) member Board of Directors of whom two-thirds are required to be elected officials of the designated boundaries.

Mission Statement

To promote and encourage cooperation among local units of government in order to improve the region's health, safety, and general welfare and to plan for future development. The Lower Rio Grande Valley Development Council (LRGVDC) is dedicated to fostering regional collaboration, economic development, and sustainable growth while enhancing the quality of life for all residents in the Lower Rio Grande Valley. As a multi-county council of governments, our mission is to provide leadership, strategic planning, and essential services that address the unique social, economic, and environmental needs of our communities.

Valley Metro

Valley Metro, the public transportation division of the Lower Rio Grande Valley Development Council (LRGVDC), provides transit services across both urbanized and non-urbanized areas in the Lower Rio Grande Valley. Our operations encompass fixed/flex route bus services and demand response transit, ensuring comprehensive coverage for the community. Valley Metro serves various communities, the counties of Hidalgo, Cameron, Willacy, Starr and Zapata.

Mission Statement

Enhancing public transportation systems to provide accessible, reliable, and efficient mobility solutions for residents. Advancing infrastructure projects that improve connectivity, reduce congestion, and support economic expansion.

Edinburg Economic Development Corporation

The Edinburg Economic Development Corporation (EEDC) is dedicated to making Edinburg an innovative and competitive city for business investment that creates prosperity and employment. The EEDC is a Type A Economic Development Corporation, funded by a portion of local sales tax. The Edinburg Economic Development Corporation focuses on projects that generate primary jobs, that is, jobs that produce goods or services for customers that are predominantly outside the community, such as manufacturing, industrial facilities, distribution centers, etc.

The LRGVDC Valley Metro Edinburg Transit Terminal

The buildings located at 617 W University Drive, Edinburg, TX 78539, serves as the Edinburg Valley Metro Transit Terminal, a transportation hub providing bus services to the local community and surrounding areas. The buildings are situated on a 1.6-acre tract lot. The buildings currently house Valley Metro, the City of Edinburg's transit provider and the Rio Grande Valley Metropolitan Planning Organization (RGVMPO). The office building of this location currently has approximately 4,133 square feet of unfinished space and is the target of this construction solicitation. With the completion of this project, it will also house the EEDC.

Joint Development and Construction

The joint development and construction between the LRGVDC, Valley Metro and EEDC are as follows.

- The EEDC will independently provide Architectural, Engineering, and project management services for the design of the 1st floor build-out via the following:
 - The design and layout will be provided by *Milnet Architectural Services* (608 S 12th Street McAllen, TX 78501).
 - Mechanical Electrical and Plumbing (MEP) will be provided by *Trinity MEP Engineering* (3533 Moreland Dr. Weslaco, TX 78576).
 - Provide project management services via *Milnet Architectural Services* (608 S 12th Street McAllen, TX 78501).
- LRGVDC Valley Metro will provide construction services through a contractor upon a successful award via this Request for Proposal.

PURPOSE

The Lower Rio Grande Valley Development Council (LRGVDC), Valley Metro and Edinburg Economic Development Corporation (EEDC) are seeking proposals from qualified contractors for the first-floor construction finish-out of the LRGVDC Valley Metro Edinburg Transit Terminal office building. This project encompasses approximately 4,133 square feet of unfinished space and aims to complete interior finishes, mechanical, electrical, plumbing, and other necessary improvements to ensure the space is fully operational for business related activities.

The purpose of this Request for Proposals (RFP) is to engage a contractor with proven expertise in commercial interior construction to deliver a high-quality, functional, and aesthetically appropriate finish-out within the specified design, budget and timeline. The selected contractor will be responsible for adhering to all applicable building codes, regulations, the EEDCs' design and operational standards. This project is funded through a Federal Transit Administration (FTA) grant (TX-2019-005) and must comply with all applicable federal, state, and local regulations, including FTA procurement requirements and reporting standards.

This project is a critical component of Valley Metro's ongoing efforts to enhance public transportation infrastructure in the region, providing a comfortable and efficient transit facility for the community.

SCOPE OF WORK

Project Name: LRGVDC Valley Metro Edinburg Transit Terminal Office Building 1st Floor Finish-out Phase III

Project Location: 617 W University Dr, Edinburg, TX 78539

Project Size: 4,133 Sq. Ft.

The project consists of a 4,133 Sq. Ft. interior build-out of the first floor LRGVDC Valley Metro Edinburg Transit Terminal Office Building which will be the new Edinburg Economic Development Corporation offices. Build-out will include office spaces, meeting rooms, restrooms, and a breakroom. The scope of work includes but is not limited to demolition, framing, drywall installation, flooring, ceiling finishes, painting, door and window installation, electrical, plumbing, HVAC, finishes (cabinetry, counter-tops, lighting), and final clean-up.

Design, Layout, MEP & Specifications

- *The design, floor plan, layout and MEP* dated March 12, 2025 provided by Milnet Architectural Service and Trinity MEP Engineering **Exhibit A – Reference# 2025-01 Project# 224004 - DRWGS** is provided with this Request for Proposal and must be obtained via the LRGVDC procurement website.
<https://www.lrgvdc.org/procurement.html>

- The *specifications* provided by Milnet Architectural Services **Exhibit B - Reference# 2025-01 Project# 224004 - SPECS** is provided with this Request for Proposal and must be obtained via the LRGVDC Procurement website. <https://www.lrgvdc.org/procurement>
- It will be the responsibility of the contractor to obtain a copy, review and study these documents before submitting a bid.
 - If any issue is encountered downloading the documents from the LRGVDC Procurement website, please contact the LRGVDC at lrgvdc@lrgvdc.org to report the issue.

General Requirements

These specifications will be based on the Architectural and Engineering designs provided in **Exhibits A & B** located at <https://www.lrgvdc.org/procurement.html>.

1. All construction, including material and workmanship, shall conform to the international building code.
2. All ASTM standards listed here within, shall be as referenced in the latest issue of the annual book of standards of the American society for testing and materials.
3. The contractor shall field verify all dimensions, elevations and site conditions before beginning work. The LRGVDC, architect and engineer shall immediately be notified in writing of any discrepancies.
4. The contractor shall carefully study and coordinate the mechanical, plumbing, and electrical systems with the architectural work prior to installation and shall notify the Architect and the LRGVDC in writing of all apparent inconsistencies. The Architect will coordinate with the LRGVDC and EEDC of such discrepancies for clarification.
5. All omissions and/or conflicts between the various elements of the working drawings and specifications shall be brought to the attention of the Architect and LRGVDC. Work should not proceed until a solution is given by the architect or engineer.
6. In case of conflicts between general requirements/notes and specifications, the specifications shall take precedence over the general requirements/notes. Typical details shall be used whenever applicable. Refer to specifications for information not covered by these notes or drawings.
7. If a specific detail is not shown for any part of work, the construction shall be the same as for similar work.
8. Dimensions are to finish face of walls unless noted otherwise.
9. Additional miscellaneous steel items not shown on structural drawings may be required. The general contractor and fabricator shall coordinate all requirements and shall notify the Architect and LRGVDC in writing of all apparent inconsistencies for clarification. (such as Simpson Strong Ties) Must also comply with all FTA regulations.
10. Do not dimension the drawing from Exhibit A. Any dimensions, questions, should be directed to the LRGVDC for coordination with the architect or engineer.

Regulatory, Safety, Quality, and Documentation Requirements

Permits & Regulatory Compliance:

- Secure all necessary permits before beginning construction.
- Ensure compliance with local, state, and federal building codes, including:
 - Americans with Disabilities Act (ADA) requirements.
 - National Electrical Code (NEC).
 - International Building Code (IBC).
- Plumbing and Mechanical Codes as required by local jurisdiction.
- Comply with all FTA regulations and reporting requirements.
- Ensure all materials meet or exceed industry standards and project specifications.

Safety & Security Measures:

- Implement OSHA-compliant safety measures for workers and visitors.
- Secure the site with fencing and signage to prevent unauthorized access where applicable.
- Provide and enforce the use of Personal Protective Equipment (PPE).
- Maintain a hazard-free work environment, including proper housekeeping and waste disposal practices.

Project Coordination & Documentation:

- Conduct monthly progress meetings with the LRGVDC, Architect and EEDC.
- Submit progress reports, change orders, and update schedules as required.
- Provide as-built drawings and final documentation upon project completion.

Workmanship & Quality Assurance:

- All work shall be performed to the highest industry standards.
- Materials and finishes shall be approved prior to installation.
- Conduct pre-final and final inspections to ensure compliance with project specifications.

Detailed Work Scope

Demolition & Site Preparation

- Remove existing non-structural elements in the designated work area.
- Protect existing structural components, utilities, and adjacent spaces.
- Dispose of all debris in compliance with environmental and waste disposal regulations.
- Prepare surfaces for new framing, drywall, and finishes.

Framing & Drywall Installation

- Install metal stud framing for new partitions and room divisions.
- Apply insulated drywall where soundproofing or thermal insulation is required.
- Tape, sand, and finish drywall to a smooth Level 4 or 5 finish, as specified.
- Install fire-rated drywall where necessary for code compliance.

Flooring

- Install commercial-grade flooring per design specifications, which may include:
 - Carpet tiles for office spaces.
 - Ceramic or porcelain tiles for restrooms and breakroom.
 - Luxury Vinyl Tile (LVT) or epoxy flooring for high-traffic areas.
- Ensure all flooring meets slip-resistance and ADA compliance.
- Apply appropriate moisture barriers and subfloor leveling as needed.

Ceiling Finishes

- Install suspended acoustical ceiling tiles (ACT) in office spaces and meeting rooms.
- Install drywall ceilings where required, ensuring smooth finish.
- Integrate lighting fixtures, HVAC diffusers, fire sprinklers, and security cameras as per design.

Painting & Wall Finishes

- Apply primer and two coats of commercial-grade paint in approved colors.
- Install wall protection panels in high-traffic areas.
- Apply decorative or textured wall finishes in conference rooms and break areas if specified.

Doors, Windows, & Hardware

- Install solid-core wood or metal doors with ADA-compliant hardware.
- Install interior glass partitions for meeting rooms and offices as per design.
- Ensure doors and frames are fire-rated where necessary.
- Provide automatic door closers and ADA-compliant handles where required.

Electrical & Lighting

- Install all electrical wiring, outlets, and circuit breakers per NEC code.
- Provide energy-efficient LED lighting fixtures, including:
 - Recessed and surface-mounted fixtures.
 - Emergency exit and egress lighting.
 - Motion-sensor lighting in low-occupancy areas.
- Install necessary wiring for data, phone, and security systems.

Plumbing

- Install all plumbing fixtures, including:
 - ADA-compliant sinks, toilets, and urinals in restrooms.
 - Breakroom sink and water supply for appliances.
- Ensure proper venting, drainage, and backflow prevention.
- Conduct pressure tests and inspections to confirm leak-free operation.

HVAC (Heating, Ventilation, & Air Conditioning)

- Install HVAC ductwork, vents, and thermostats to maintain indoor comfort levels.
- Ensure HVAC integration with existing mechanical systems where applicable.
- Conduct air balancing and system testing for efficiency and proper airflow.

Interior Finishes & Fixtures

- Install custom cabinetry and countertops in breakroom and offices.
- Provide and install all trim, moldings, and baseboards.
- Install window blinds, signage, and other finishing elements as specified.

Final Clean-Up & Punch List

- Conduct comprehensive site cleaning, including:
 - Window and glass cleaning.
 - Dust removal and floor polishing.
 - Disposal of construction waste.
- Address all punch list items identified in the final walkthrough.
- Submit final closeout package, including warranties and operation manuals.

Work Instructions & Restrictions

Work Hours & Scheduling

- Work hours: Monday – Friday, 7:00 AM – 6:00 PM.
- Any work outside regular hours requires prior written approval.
- Contractor must submit a detailed construction schedule and adhere to agreed milestones.

Site Access & Security

- Contractor is responsible for securing tools, equipment, and materials after work hours.
- The contractor will assume full responsibility for the protection and safekeeping of products stored on the site which are a result of an executed contract via this RFP.
- Work must be scheduled to minimize disruptions to surrounding areas.

Material Handling & Storage

- Materials must be stored in designated areas, protected from weather and damage.
- Move any stored Products, under Contractor's control, which interfere with operations of the LRGVDC or its tenants.
- Deliveries should be coordinated to prevent on-site congestion.

Waste Disposal & Environmental Compliance

- All construction waste must be disposed of legally and in designated containers.
- The Contractor must ensure proper handling of hazardous materials (if any).

Quality Control & Inspections

- The project will undergo periodic inspections at key milestones.
- The contractor must correct any defects or non-compliant work at no extra cost.
- Final acceptance will occur only after all punch list items are addressed.

Construction Cost Control

Budget will be based on the contractors' base bid and will establish the project budget for the proposed project.

- The contractor shall work within and adhere to the project budget once the project is awarded. The contractor agrees to work closely with the Architect, LRGVDC, Valley Metro and EEDC to control costs. The contractor shall keep the Architect, LRGVDC, Valley Metro and EEDC aware of project costs throughout the project.
- In the event of an unforeseen situation where an adjustment in the project budget is required to meet the overall objectives of the LRGVDC, Valley Metro and EEDC, the contractor shall promptly notify the LRGVDC and provide the necessary supporting documentation to allow the LRGVDC, Valley Metro and EEDC to make a decision. The contractor shall not proceed with the adjustment without the prior written authorization of the LRGVDC and Valley Metro.
- If an adjustment to the project budget is not feasible, the contractor shall work with Architect, LRGVDC, Valley Metro and EEDC to modify the project to reduce the scope of construction to fit within the approved budget.
- The contractor shall remain responsible to maintain the project within the approved budget. If project costs exceed the budget due to the action, inactions, and/or errors or omissions of the contractor, the LRGVDC may direct the contractor to redesign the facility at no additional cost to bring the work within budget.

Completion & Handover

Contractor must meet all deadlines and deliver a turnkey-ready facility. A final walkthrough will be conducted with the Architect, Engineer, LRGVDC, Valley Metro and EEDC. The contractor must provide as-built drawings, warranties, and maintenance manuals.

INSTRUCTIONS & RESPONSIBILITIES

The Lower Rio Grande Valley Development Council (LRGVDC), Valley Metro and Edinburg Economic Development Corporation (EEDC) shall pay no costs or other amount incurred by any entity in responding to this RFP. The LRGVDC & Valley Metro reserves the right to refuse and reject any and all submitted proposals that are deemed incomplete and/or are missing any required information in response to this RFP. All proposals will become part of the LRGVDC official procurement files and will be available for public inspection.

General Instructions

- Proposers should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- Proposals, which are qualified with conditional clauses, or alterations, or items, not called for in the RFP documents, or irregularities of any kind, are subject to disqualification by LRGVDC and Valley Metro, at its option.
- Each proposal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the LRGVDC, Valley Metro and EEDC's needs.
- LRVDC and Valley Metro make no guarantee that an award will be made as a result of this RFP and reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP or resulting Agreement when deemed to be in the LRGVDC and Valley Metro's best interest. Representations made within the proposal will be binding on responding submitters. The LRGVDC and Valley Metro will not be bound to act by any previous communication or proposal submitted by the bidder other than this RFP.
- Failure to comply with the requirements contained in this Request for Proposals may result in the rejection of your proposal.
- Submissions must be signed by Proposer's company official(s) authorized to commit such statement of qualifications and proposal. Failure to sign and return these forms will subject your statement of qualifications to disqualification.
- Where conflicts occur between the drawings and specifications, between different drawings, between different portions of this section of the specifications, or between different sections of the specifications, the more stringent requirements and the greater quantity shall apply.
- Each Bidder shall be responsible for determining during the bidding period the extent to which any addenda issued during the bidding period may affect this section of the specifications.

Proposal Submission Requirements

To be considered for this project, all proposals must adhere to the following submission requirements. Proposers must submit a complete and well-organized response demonstrating their qualifications, experience, and ability to successfully complete the project.

Proposal Format & Content

Each proposal must be structured as follows and include all the required information:

Cover Letter

- A letter of interest signed by an authorized representative of the company.
- A brief summary of the proposer's understanding of the project.
- Contact information, including company name, address, phone number, and email.

Company Information & Qualifications

- Legal name and business structure of the proposing contractor.
- Number of years in business and experience in commercial construction projects of similar scope.
- Qualifications of key personnel, including project managers, site supervisors, and subcontractors.
- List of current licenses, certifications, and bonding/insurance information.

Relevant Experience & References

- Description of at least three (3) similar projects completed within the past five (5) years.
- Include project name, location, client, scope of work, contract value, and completion date.
- Contact information for references from each project.

Technical Approach & Project Management

- Detailed project approach, including methodology for executing work.
- Proposed project schedule, including key milestones and completion timeline.
- Description of quality control measures and safety procedures.
- Plan for subcontractor management, if applicable.

Compliance & Certifications

- Acknowledgment of compliance with all Federal Transit Administration (FTA) grant requirements.
- Statement of adherence to local, state, and federal regulations.
- Documentation of DBE (Disadvantaged Business Enterprise) participation, if applicable.

Cost Proposal

- Detailed cost breakdown, including labor, materials, equipment, permits, and contingencies.
- Proposed payment schedule and terms.
- Statement confirming that the proposal price is valid for at least 90 days.

Additional Information (*Optional but Recommended*)

- Any additional information that may help evaluate the proposer's ability to perform the work.
- Value-added services or project innovations that may improve efficiency or reduce costs.

Required Attachments

LRGVDC and Valley Metro aspires to achieve as uniform a review process as possible to ensure the maximum degree of comparable balance among proposals received. Therefore, before submitting a proposal, make sure all items indicated below are returned with submitted proposals.

Proposers shall complete all noted Attachments and submit with the proposal, Attachment Number.

Attachment Number	Attachment Title
Attachment No. 1	Solicitation Request Acknowledgement Form
Attachment No. 2	DBE Certification Form
Attachment No. 3	Conflict of Interest Questionnaire <i>*note</i>
Attachment No. 4	Suspension and Debarment Certification
Attachment No. 5	References
Attachment No. 6	DBE/HUB Subcontracting
Attachment No. 7	Copeland Anti-kickback Compliance Certification
Attachment No. 8	Davis-Bacon Compliance Certification
Attachment No. 9	Addenda Acknowledgement From

** NOTE: When completing this Questionnaire, please be certain to answer each and every question; indicate "Not Applicable", if appropriate. Please sign and date.*

EVALUATION CRITERIA

Proposals received will be evaluated and ranked according to the following criteria:

The selection of offeror will be based on the following Ranking/Selection Criteria, Project Schedule, and Support Information. The LRGVDC, Valley Metro, and EEDC retain the right to apply the selection criteria as allowed in Texas Government Code, Sec. 2269.155. The following support information shall be submitted and attached to the proposal. Provide a table of contents and separate each section with divider tabs. Copies should equal the number specified in this RPF.

Ranking / Selection Criteria

1. Proposal Price Amount: 50 Points Max

- **1.1 Based on Proposal Submitted and Pricing Differential**
 - 1.1A Base Proposal
 - 1.2B Alternate Proposal(s)

2. Project schedule: 20 Points Max

- **2.1 Proposed Project Timeline**

- 2.1A Provided a clearly defined project timeline.
- 2.2B Are Milestones and deliverables established.

- **2.2 TimeLine Performance**

- 2.2A Address history and proposed procedures to adhere to construction schedule from date of notice to proceed to completion of punch list items.
- 2.2B Address history and procedure of securing contracts between general contractor and its subcontractors/suppliers in a timely manner.

3. Support Information: 30 Points Max

- **3.1 Reputation**

- 3.1A Provide contractor's qualification statement form AIA 305 (filled out and signed).
- 3.1B Provide information on contractor acting as surety on performance and payment bonds.
- 3.1C Provide three (3) letters of recommendation/references from previous clients.
- 3.1D How long has your company been in existence?

- **3.2 Past experience**

- 3.2A List all relevant projects for which contractor has provided services in the past five (5) years. Provide name, telephone number and email address of contact person.
- 3.2B Describe past efforts in working with similar entities, their agents and design team in resolving construction issues. List a minimum of two (2) examples.
- 3.2C Describe history of providing fair assessment of change order pricing/additional pricing requests and proposed method for detailing cost documentation of these.
- 3.2D For the past five (5) completed projects, list the total number of change orders, additional pricing requests, change proposals/requests that were approved.

- **3.3 Contractor Personnel**

- 3.3A Provide resume of proposed project manager, project superintendent and other key personnel. Provide current workload of project manager.
- 3.3B Address History and process for maintaining assigned personnel for the duration of the project.

- **3.4 Workforce**

- 3.4A Provide list of work to be performed by contractor's own forces and list of proposed subcontractors. (include all major trade subcontractors.)

- **3.5 Financial Strength**

- 3.5A Provide a bank letter of reference regarding the company's financial strength.
- 3.5B Has the contractor or contractor's principals ever filed for bankruptcy?

Scoring

Each proposal will be evaluated based on the criteria outlined above, with a total of 100 points available. The offeror with the highest cumulative score will be ranked accordingly. The LRGVDC and EEDC reserve the right to weigh and interpret scores in accordance with project needs and best value considerations. In the case of tied scores, the LRGVDC and EEDC may conduct further evaluations, including interviews, additional documentation requests, or reference verifications, to determine the final selection.

Evaluation Criteria	Available Points
Monetary Value	50
Proposed Project Schedule	20
Support Information	30
Total Points	100

Scoring Committee

The Selection committee will consist of 4 members of the LRGVDC, 2 members of the EEDC, and 1 member of the City of Edinburg.

Eligibility for Award

In order for a proposer to be eligible to be awarded the contract, the proposal and statement of qualifications must be responsive to the solicitation and the LRGVDC, Valley Metro and EEDC must be able to determine that the proposer is responsible and has the resources and capacity to perform the resulting contract satisfactorily. Responsive proposals are those that comply with all material aspects of the solicitation, conform to the solicitation documents, and meet the requirements set forth in this solicitation. Proposals which do not comply with all the terms and conditions of this solicitation will be rejected as non-responsive.

GENERAL TERMS, CONDITIONS & CERTIFICATIONS

A response to this RFP does not commit or obligate the Lower Rio Grande Valley Development (LRGVDC), Valley Metro or Edinburg Economic Development Corporation (EEDC) to award a contract nor to pay for any other costs incurred prior to the execution of a formal contract.

LRGVDC reserves the right to accept or reject any bid proposal received, as well as cancel the RFP in its entirety at any time during the entire bidding process including the negotiations phase if started, without notice or explanation, which may result due to unforeseen irregularities, low response, or program needs not being met by submitted proposals, and/or extend the RFP by up to two (2) additional weeks from original bid submission date if deemed warranted.

Proposers who are partnering with other companies or agencies must list the names of all service providers or joint providers and the amount to be spent by each partner. All sub awarded costs must be itemized in the budget so it is clear how the funds will be allocated and spent by each partner. Subawards may be written independently with each of the organizations.

If the execution of work to be performed by the Proposer requires hiring of subcontractors, it must clearly state this in the proposal. Subcontractors must be identified and the work they will perform must be defined. The proposal should provide the name, address, and Federal Employer Identification Number (FEIN) of the subcontractor. The LRGVDC will not refuse a proposal based upon the use of subcontractors; however, retains the right to refuse the subcontractors the proposer selected.

Proposer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the agreement including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the proposer shall furnish the Board with satisfactory proof of its compliance.

Terms and Conditions Attached to Response

Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response. TEX GOVT CODE § 2155.0012

Indemnification

Proposer shall indemnify and hold harmless LRGVDC, Valley Metro and EEDC, its officers, agents, and employees from any injuries or damages received by any person during any operations connected with an awarded contract, by use of any improper material, equipment, or by any act or omission of the Proposer/contractor or his subcontractor, agents, servants, or employees whenever applicable.

Antitrust Affirmation

Respondent represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Response to any competitor or any other person engaged in the same line of business as Respondent.

Public Information Act

Respondent understands that the LRGVDC will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Solicitation or any resulting

contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

E-Verify Program

Respondent certifies that for contracts for services, Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:

1. all persons employed by Respondent to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Respondent to perform work pursuant the contract within the United States of America.

Critical Infrastructure Affirmation

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

Conflict of Interest

Respondent represents and warrants that the provision of goods and services or other performance under the RFP will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Respondent will disclose in writing to LRGVDC any and all existing or potential conflicts of interest relative to the performance of this RFP.

Pursuant to Section 2155.003 of the Texas Government Code, Respondent represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the solicitation.

The proposer must disclose any potential conflicts of interest that may arise in connection with this Federal Transit Administration (FTA)-funded project. All proposers, subcontractors, and affiliated entities must adhere to the following conflict of interest requirements:

General Conflict of Interest Provisions

- The proposer affirms that neither it, its employees, nor any of its subcontractors have any financial or personal interest that would conflict in any manner with the performance of services required under this contract.
- The proposer shall immediately disclose any actual, perceived, or potential conflicts of interest to the contracting agency upon discovery.

Organizational Conflicts of Interest

- An organizational conflict of interest exists when:
 - A proposer has relationships that could provide an unfair competitive advantage.
 - The proposer has previously participated in the development of the project scope, specifications, or requirements.
 - The proposer has a financial interest in any other entity involved in the procurement or execution of this project.

Prohibited Conduct

- No officer, employee, or agent of the contracting agency shall participate in the selection, award, or administration of this contract if they have a real or apparent conflict of interest as defined by FTA and federal regulations.
- The proposer shall not offer, provide, or solicit gifts, favors, or gratuities to any person or entity involved in the contract decision-making process.

Disclosure & Remedies

- If a conflict of interest is identified:
- The proposer must immediately notify the contracting agency in writing.
- The contracting agency will determine whether the conflict requires mitigation, disqualification, or waiver under federal procurement guidelines.

Federal Compliance

This RPF is subject to all applicable FTA regulations and federal laws, including but not limited to:

- 2 CFR Part 200.318(c)(1): Government-wide conflict of interest provisions.
- FTA Circular 4220.1F: Third-party contracting requirements.
- 49 CFR Part 18: Uniform administrative requirements for grants.

By submitting a proposal, the proposer certifies that they are in full compliance with these provisions and will report any conflicts of interest promptly.

Suspension and Debarment

- A. Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Non-procurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government-Wide Debarment and Suspension (Non-procurement),” 2 CFR part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.
- B. Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally-funded contract (which includes review of SAM at sam.gov, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200) and are not presently declared by any Federal department or AGENCY to be: (1) debarred from participation in any federally-assisted Award; (2) suspended from participation in any federally-assisted Award; (3) proposed for debarment from participation in any federally-assisted Award; (4) declared ineligible to participate in any federally-assisted Award; (5) voluntarily excluded from participation in any federally-assisted Award; or (6) disqualified from participation in any federally-assisted Award.
- C. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
 - The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The contractor shall comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Government Wide Debarment and Suspension

By signing and submitting its bid or proposal, the bidder or offer certifies as follows: The certification in this clause is a material representation of fact relied upon by the LRGVDC, Valley Metro, and EEDC. If it is later determined that the bidder or offer or knowingly rendered an erroneous certification, in addition to remedies available to LRGVDC, Valley Metro, and EEDC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or offer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or offer or further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Termination

Termination for Convenience

The LRGVDC may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the LRGVDC, Valley Metro, or EEDC's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the LRGVDC to be paid the Contractor. If the Contractor has any property in its possession belonging to LRGVDC, Valley Metro or EEDC, the Contractor will account for the same, and dispose of it in the manner LRGVDC directs.

Termination for Default [Breach or Cause]

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the LRGVDC may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the LRGVDC that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the LRGVDC, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure

The LRGVDC, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to The LRGVDC's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from the LRGVDC setting forth the nature of said breach or default, the LRGVDC shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the LRGVDC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that the LRGVDC elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by the LRGVDC shall not limit the

LRGVDC's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Federal and State Tax Liability

The Proposer certifies that:

- It has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- Is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; signing and submitting the statement of qualifications is so certifying to such non-delinquency.
- Contractor agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the State of Texas.
- Contractor certifies that it does not have any outstanding, delinquent federal tax liabilities that have been assessed and remain unpaid unless such liability is being contested in good faith through a proper administrative or judicial process. The Contractor further agrees that, if during the term of this contract, it is determined that the Contractor has an unresolved federal tax delinquency, the Recipient reserves the right to take appropriate actions, including but not limited to withholding payments, terminating the contract for default, or reporting the delinquency to the appropriate federal authorities.

The Contractor shall ensure that this requirement is flowed down to all subcontractors engaged in the performance of this contract.

Bonding Requirements

Bid Bond Requirements

Bid Bond will be five (5) percent of the bid price and must be issued by a fully qualified surety company acceptable to the LRGVDC and listed as a company currently authorized under 31 C.F.R., Part 223 as possessing a Certificate of Authority as described thereunder. In submitting this Bid, it is understood and agreed by bidder that the right is reserved by the LRGVDC to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of the LRGVDC.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of the LRGVDC, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, or refuse or be unable to furnish adequate and acceptable insurance, he shall forfeit his bid security to the extent of the LRGGDC, Valley Metro, and EEDC damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by the LRGVDC as provided in ["Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense the LRGVDC, Valley Metro and EEDC for the damages occasioned by default, then the undersigned bidder agrees to indemnify the LRGVDC and pay over to the LRGVDC the difference between the bid security and the LRGVDC's total damages, so as to make the LRGVDC whole. The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance Bonds

The penal amount of performance bonds shall be 100 percent of the original contract price, unless the LRGVDC determines that a lesser amount would be adequate for the protection of the LRGVDC.

The LRGVDC may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The LRGVDC may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

Payment Bonds

A payment bond of 100 percent of the original contract price unless the LRGVDC determines that a lesser amount would be adequate for the protection of the LRGVDC.

Liquidated Damages

- a. If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the LRGVDC in the amount to be specified and based on the bid pricing, for each calendar day of delay until the work is completed or accepted.
- b. If the LRGVDC terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to any excess costs incurred by the LRGVDC in completing the work.
- c. The Contractor acknowledges that the liquidated damages specified herein are not a penalty but are a reasonable estimate of the damages that the LRGVDC will incur as a result of delayed performance

DBE / HUB Subcontracting

The contractor shall comply with the Disadvantaged Business Enterprise (DBE) regulations as outlined in 49 CFR Part 26 to ensure nondiscrimination in the award and administration of federally assisted contracts. The purpose of this clause is to create a level playing field for DBEs and to increase their participation in transportation-related contracts.

DBE Participation and Good Faith Efforts

- a. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the administration of the Project. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination or other such remedy as the LRGVDC deems appropriate.
- b. Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. DOT assisted contracts. Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- c. Contractor is required to pay its Subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the awarded contractor's receipt of payment for that work from the Department.
- d. Contractor must promptly notify the LRGVDC whenever a DBE subcontractor is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of LRGVDC.
- e. Contractors and assignors of FTA funds must meet applicable DBE program requirements when funds are used in whole or in part to finance procurements for applicable products and services. To that end, Sub-recipients with contracting opportunities must sign and submit a Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Sub-recipients.
 - The established DBE participation goal for this project is **10%**.
 - The contractor must make good faith efforts to achieve this goal, including soliciting bids from certified DBEs, negotiating in good faith, and documenting outreach efforts.
 - If the contractor cannot meet the DBE goal, it must provide written documentation of good faith efforts, subject to approval by the LRGVDC.

Reporting and Compliance

The contractor shall submit monthly DBE utilization reports and other documentation as required by the funding agency. The contractor shall maintain accurate records of DBE participation and make them available for inspection upon request. Failure to comply with DBE requirements may result in withholding of payments, contract termination, or other enforcement actions.

Prompt Payment to Subcontractors

The contractor shall pay all subcontractors, including DBEs, for satisfactory performance of their subcontracts no later than 30 days from receipt of each payment received from the contracting agency. Retainage withheld from subcontractors shall be released within 30 days of the subcontractor's work being satisfactorily completed and accepted. Failure to comply with this prompt payment requirement may result in sanctions, including withholding of progress payments or contract termination. If a contractor or subcontractor fails to make timely payments, the subcontractor may report the issue to the contracting agency for investigation and enforcement.

Veterans Employment

Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in U.S.C. Section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the Contract. This requirement shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

No Government Obligation to Third Parties

- f. The LRGVDC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the LRGVDC, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- g. The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

Notification to FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the LRGVDC and Valley Metro, which must then promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region 6. Contractor must include an equivalent provision in its sub agreements at every tier for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

- A. *Types of Legal Matters Requiring Notification.*** The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- B. *Matters Affecting the Federal Government.*** Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the Contract, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- C. *Additional Notice to U.S. DOT Inspector General.*** Contractor must promptly notify the LRGVDC, which must then promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region 6 if Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Contract or another agreement between the LRGVDC and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the LRGVDC. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision also applies to all divisions of the LRGVDC, including divisions tasked with law enforcement or investigatory functions.

Program Fraud and False or Fraudulent Statements and Related Acts

The contractor acknowledges that any false, fraudulent, or misleading statements made in connection with this contract may result in criminal and/or civil penalties, including fines and imprisonment, as provided under 49 U.S.C. § 5323(l) and 31 U.S.C. §§ 3801-3812.

Notification Related to Fraud, Waste, Abuse or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify the LRGVDC so that it can notify Federal Transportation Administration (FTA) or Federal Government Entity. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any

Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements. Contractor agrees to include a similar notification requirement in subcontracts exceeding \$25,000 financed in whole or in part with federal assistance provided by FTA and must require each subcontractor to include an equivalent provision in its federally assisted subcontracts exceeding \$25,000.

Access to Records and Reports

Contractor agrees to provide LRGVDC, Valley Metro, EEDC, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives' access to any books, documents, papers and records of 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 reasonably needed. In accordance with 2 CFR 200.333, Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor failure to so comply shall constitute a material breach of this contract.

Civil Rights Requirements

The contractor agrees to comply with all applicable civil rights laws, including Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and all other federal nondiscrimination requirements.

A. Nondiscrimination in Federal Public Transportation Programs.

1. Contractor must prohibit: (a) discrimination based on race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age; (b) exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; (c) denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; and (d) discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
2. Contractor must follow the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent

consistent with applicable federal laws, regulations, requirements, and guidance. However, FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its agreement supported with federal assistance under the Tribal Transit Program.

B. Nondiscrimination – Title VI of the Civil Rights Act. Contractor must:

1. Contractor must prohibit discrimination based on race, color, or national origin,
2. Contractor must comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.; (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21; and (c) Federal transit law, specifically 49 U.S.C. § 5332; and
3. Contractor must follow: (a) the most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance; (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3; and (c) all other applicable federal guidance that may be issued.

C. Equal Employment Opportunity.

1. Federal Requirements and Guidance. Contractor must prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor must also comply with: (a) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; (b) Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; (c) Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs; (d) federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement; and (e) FTA Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients.” Further, Contractor must follow other federal guidance pertaining to EEO laws, regulations, and requirements.
2. Affirmative Action. If required to do so by U.S. DOT regulations (49 CFR Part 21) or U.S. Department of Labor regulations (41 C.F.R. chapter 60), Contractor must take affirmative action that includes, but is not limited to: (a) recruitment advertising, recruitment, and employment; (b) rates of pay and other forms of compensation; (c) selection for training, including apprenticeship, and upgrading; and (d) transfers, demotions, layoffs, and terminations.
3. Indian Tribe. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer.”

4. Equal Employment Opportunity for Construction Activities. When undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), Contractor must comply with: (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60; and (b) Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

Special DOL EEO Clause for Construction Projects

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(b). These regulations prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of the LRGVDC that would cause the LRGVDC to be in violation of the FTA terms and conditions. Contractor shall include this clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA.

Energy Conservation Requirements

Contractor shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §§ 6321 et seq.).

Buy America

- A. Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR part 661, which provide that federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA, or the product is subject to a general waiver. General waivers are listed in 49 CFR

§ 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR § 661.11. The contractor must submit to the LRGVDC the appropriate Buy America certification with its offer. Offers that are not accompanied by a completed Buy America certification will be rejected as non-responsive.

- B. Construction materials used in FTA-funded projects are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S.

Lobbying Restrictions (Byrd Anti-Lobbying Amendment)

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the LRGVDC.

Clean Air and Clean Water Acts Compliance

Contractor shall ensure that it: (A) will not use any violating facilities; (B) will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;" (C) will report violations of use of prohibited facilities to FTA; and (D) will comply with the inspection and other requirements of the Clean Air Act, as amended (42 U.S.C. §§ 7401– 7671q); and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251- 1387).

Environmental Protections

Contractor shall comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

A. National Protection Policy Act

1. Contractor shall comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to: **(a)** federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139; **(b)** the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 et seq., as limited by 42 U.S.C. § 5159, and CEQ's

- implementing regulations 40 C.F.R. part 1500 – 1508; (c) joint FHWA and FTA regulations, “Environmental Impact and Related Procedures,” 23 C.F.R. part 771 and 49 C.F.R. part 622; (d) Executive Order No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” March 5, 1970, 42 U.S.C. § 4321 note; and (e) other federal environmental protection laws, regulations, and requirements applicable to Contractor.
2. Contractor shall follow federal guidance to the extent that the guidance is consistent with applicable authorizing legislation, which may include: (a) joint FHWA and FTA final guidance, “Interim Guidance on MAP-21 Section 1319, Accelerated Decision making in Environmental Reviews,” January 14, 2013; (b) joint FHWA and FTA final guidance, “SAFETEA-LU Environmental Review Process (Pub. L. 109-59),” 71 Fed. Reg. 66576, November 15, 2006; and (c) other federal environmental guidance applicable to the Contractor.

B. Other Environmental Federal Laws

Contractor shall comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to “Protection of Wetlands,” and Executive Order Nos. 11988 and 13690 relating to “Floodplain Management.”

Employee Protections

A. Prevailing Wage & Anti-Kickback

1. For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. Contractor will comply with the Davis- Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
2. In addition, Contractor shall pay wages not less than once a week. Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

B. Contract Work Hours/Safety Standards for Awards Involving Construction.

1. For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 CFR part 5. Under 40 U.S.C. § 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.
2. In the event of any violation of the clause set forth herein, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.
3. The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.
4. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Contract.

C. Contract Work Hours/Safety Standards for Awards Not Involving Construction.

1. Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions

Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 CFR part 5.

2. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
3. Such records maintained under this paragraph shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.
4. Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

D. Withholding

The LRGVDC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, The LRGVDC may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

E. Payrolls and Basic Records

1. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program

described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

2. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to LRGVDC for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- a. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. part 5 and that such information is correct and complete;
- b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. Part 3;
- c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of Title 31 of the United States Code.

3. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

F. Apprentices and Trainees

Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 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 Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Trainees - Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. Part 30.

G. Compliance with Copeland Act Requirements

The contractor shall comply with the requirements of 29 C.F.R. Part 3, which are incorporated by reference in this contract.

H. Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.

I. Contract Termination: Debarment

A breach of the contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. 5.12.

J. Compliance with Davis-Bacon and Related Act Requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

K. Disputes Concerning Labor Standards

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

L. Certification of Eligibility

1. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).
2. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).
3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contract Work Hours and Safety Standards Act

Contractor agrees to comply with and assure compliance by subcontractors and other project participants for construction employees with the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., specifically the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and safety Standards Act)," 29 C.F.R. Part 5; and the safety requirements of section 107 of that Act at 40 U.S.C. § 3704, and implementing U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

Contractor further agrees to comply with and assure compliance by other project participants for non-construction employees with the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and safety Standards Act)," 29 C.F.R. Part 5.

Seismic Safety

Contractor shall design and construct any new building or addition to an existing building in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations (49 CFR part 41) and will certify its compliance to the extent required by the regulation. Contractor shall ensure that all work performed under this Contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

Recycled Products

To the extent applicable, Contractor agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

Breaches and Disputes

- A. Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the LRGVDC. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the LRGVDC. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the LRGVDC shall be binding upon the Contractor and Contractor shall abide by the decision.
- B. Performance During Dispute - Unless otherwise directed by the LRGVDC, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- C. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- D. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the LRGVDC and 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.
- E. Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the LRGVDC, Architect 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.

Insurance Requirements

The Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work. The cost of such insurance shall be included in the Contractor's bid price. The following minimum coverage requirements shall apply:

Commercial General Liability (CGL):

- Coverage of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage.
- Coverage shall include contractual liability, products-completed operations, and broad-form property damage.

Automobile Liability:

- Coverage of no less than \$1,000,000 per accident for bodily injury and property damage.
- Coverage shall include all owned, non-owned, and hired vehicles.

Workers' Compensation & Employer's Liability:

- Workers' Compensation in compliance with all applicable federal and state laws.
- Employer's Liability: Minimum coverage of \$1,000,000 per accident for bodily injury or disease.

Builder's Risk Insurance:

- Coverage equal to the full contract value for property damage during construction.

Umbrella/Excess Liability Insurance:

- Minimum coverage of \$2,000,000 per occurrence and \$2,000,000 aggregate to supplement the required policies.

Additional Insured & Waiver of Subrogation:

- The LRGVDC, Federal Transit Administration (FTA), and any other designated entities shall be named as Additional Insureds on all policies except Workers' Compensation.
- All policies shall contain a Waiver of Subrogation in favor of the LRGVDC and funding agencies.

Proof of Insurance:

- The Contractor shall provide Certificates of Insurance prior to contract execution and maintain coverage for the duration of the project.
- Policies shall include a 30-day notice of cancellation provision.

Right to Appeal

Procedure

- a) A protest must be submitted to the LRGVDC designated official at lrgvdc@lrgvdc.org within seven (7) calendar days of the time the basis of the protest became known or should have become known.
- b) The protest must be submitted in writing and identify the protester, the solicitation being protested and specifically identify the basis for protest, providing all pertinent information regarding the solicitation, contract and/or actions of LRGVDC.
- c) A grievance hearing may be held at the request of the protester.

All interested parties must be given

- 1) Written notice of the date, time and place of the hearing.
- 2) An opportunity to present evidence.
- 3) A written decision within 60 days after the hearing; and
- 4) Notice of appeal rights.

~ End ~

Attachment 1

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (LRGVDC)

Solicitation Request Acknowledgement Form

Solicitation Number: _____

Solicitation Title: _____

The undersigned hereby proposes and agrees to be bound by the requirements, terms and conditions and any and all amendments issued by the LRGVDC and made a part of this RFP as set forth or referenced in this RFP. The undersigned further certifies that he/she is legally authorized to make the statements and representations in its response to this solicitation and that said statements and representations are true and accurate to the best of his/her knowledge. The undersigned understands and agrees that when evaluating bids and making an award decision, the LRGVDC relies on the truth and accuracy of the statements and representations presented in the bid response. Accordingly, the LRGVDC has the right to suspend or debar the undersigned from this process and/or terminate any contract award that may have resulted from this solicitation if the LRGVDC determines that any statements or representations made were not true and accurate. If awarded the undersigned agrees to furnish all services as described on the scope of services and any negotiations thereafter.

EXECUTED this ____ **day of** _____, 20____ .

Signature: _____

Printed Name: _____

Title: _____

Firm: _____

SWORN TO AND SUBSCRIBED before me by _____,

on the ____ day of _____, 20____ .

Notary Public, State of Texas

Commission Expiration

This Acknowledgement must be filed with the Lower Rio Grande Valley Development Council and be maintained as part of the permanent procurement record.

Attachment 2

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (LRGVDC)

Disenfranchised Business Enterprise (DBE) / Historically Underutilized Business (HUB)
Proposer Identification FORM

Solicitation Number: _____

Solicitation Title: _____

(Reproduce as necessary)

I HEREBY DECLARE AND AFFIRM THAT I AM THE _____ and duly
(Title – Owner, President, CEO, etc.)
authorized representative of _____ and I hereby declare and affirm
(Name of Firm)
that I am a certified DBE and/or HUB.

This firm has current DBE certification from the following agencies and/or state(s):

A copy of the current certification letter notifying the firm that it has been DBE/HUB certified must be attached to this form.

☐ Check if Not Applicable. *(must sign below)*

(Sign)

(Date)

(Printed)



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

This questionnaire reflects changes made to the law by H.B. 23, 84th 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 governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), 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 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

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 of 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 vendor 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.



Lower Rio Grande Valley Development Council / Debarment Certificaton

Solicitation Number: _____

Solicitation Ref: _____

**LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (LRGVDC) /
VALLEY METRO**

SUSPENSION AND DEBARMENT CERTIFICATION

Solicitation Number: _____

Solicitation Title: _____

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. LRGVDC does not do business with parties that have been suspended or debarred.

Firms receiving individual awards and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

Name of Firm: _____

Signature of Authorized Official:

Printed Name:

Date Signed:



Lower Rio Grande Valley Development Council / Reference Form

Solicitation Number: _____

Solicitation Ref: _____

Please provide three (3) references from entities other than LRGVDC, but similar, who can verify performance of similar or like services rendered specific in nature to this RFP.

NOTE: *Inaccurate, obsolete, or negative responses may result in rejection of proposals.*

Reference One:

Company Name: _____

Address: _____

Contact Person/Title: _____

Phone: Email: _____

Scope of Work Performed: _____

Contract Period: _____

Reference Two:

Company Name: _____

Address: _____

Contact Person/Title: _____

Phone: Email: _____

Scope of Work Performed: _____

Contract Period: _____

Reference Three:

Company Name: _____

Address: _____

Contact Person/Title: _____

Phone: Email: _____

Scope of Work Performed: _____

Contract Period: _____



Lower Rio Grande Valley Development Council (LRGVDC)
Procurement Dept: Copeland Anti-Kickback Act Certification Form
301 W Railroad St. Weslaco, TX 78596 Ph: 956-682-3481

Copeland Anti-Kickback Act Compliance Certification Form

Project Name: _____

Project Number: _____

Project Location: _____

Contractor/Subcontractor Name: _____

I, the undersigned, do hereby certify that:

1. The contractor/subcontractor has complied with the Copeland Anti-Kickback Act (40 U.S.C. 3145) and its implementing regulations at 29 CFR Part 3.
2. No worker employed on the above-referenced project has been induced to give up any part of the compensation to which they are entitled under their employment contract.
3. Payrolls and other related records accurately reflect the full wages earned by each worker without any illegal deductions, rebates, or kickbacks.
4. All payroll reports have been submitted as required, and accurate wage records have been maintained for compliance verification.
5. The undersigned understands that falsification of any information provided in this certification may result in civil or criminal penalties, including but not limited to prosecution under 18 U.S.C. 1001 for making false statements.

Certification Statement:

I certify that the information provided above is true and correct to the best of my knowledge.

Authorized Representative:

Name: _____ **Title:** _____

Company Name: _____

Signature: _____ **Date:** _____



Lower Rio Grande Valley Development Council (LRGVDC)
Procurement Dept: Davis-Bacon Act Certification Form
301 W Railroad St. Weslaco, TX 78596 Ph: 956-682-3481

Davis-Bacon Act Compliance Certification Form

Project Name: _____

Project Number: _____

Project Location: _____

Contractor/Subcontractor Name: _____

I, the undersigned, do hereby certify that:

1. All laborers and mechanics employed by the undersigned contractor or subcontractor on the above-referenced project have been paid wages at rates not less than those required by the Davis-Bacon Act and the applicable wage determination.
2. The undersigned contractor/subcontractor has complied with all provisions of the Davis-Bacon Act, including maintaining accurate payroll records and submitting certified payroll reports as required.
3. No deductions have been made from wages other than those permitted by law and approved by the contracting officer.
4. Apprentices and trainees employed on this project have been properly registered and paid in accordance with applicable apprenticeship and training program standards.
5. The undersigned is aware that falsification of any information provided in this certification may result in civil or criminal penalties, including but not limited to prosecution under 18 U.S.C. 1001 for making false statements.

Certification Statement:

I certify that the information provided above is true and correct to the best of my knowledge.

Authorized Representative:

Name: _____ **Title:** _____

Company Name: _____

Signature: _____ **Date:** _____



Lower Rio Grande Valley Development Council / Addenda Form

Solicitation Number: _____

Solicitation Ref: _____

In the space provided below, acknowledge receipt of addenda: (if applicable)

Date Received:	Initial
#1 _____	_____
#2 _____	_____
#3 _____	_____
#4 _____	_____
#5 _____	_____
#6 _____	_____
#7 _____	_____
#8 _____	_____