

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



Invitation To Bid

LRGVDC Valley Metro Rural Fleet Overhaul

No: 2025-02

RELEASE DATE:

April 02, 2025

SUBMISSION DEADLINE:

April 16, 2025, by 5pm (CST)

Lower Rio Grande Valley Development Council (LRGVDC)
301 W Railroad St. Weslaco, TX 78596

WWW.LRGVDC.ORG

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** Attachment 7 is to be downloaded from the Lrgvdc Procurement website at <https://www.lrgvdc.org/procurement.html>. Please use the link under the ITB Reference number.*

SCHEDULE OF EVENTS

Solicitation Schedule

<i>Release Date of Invitation to Bid</i>	April 02, 2025
<i>Pre Bid Meeting</i>	NA
<i>Last Day to Submit Written Questions</i>	April 11, 2025
<i>Proposal Submission Deadline</i>	April 16, 2025, by 5:00 P.M. CST
• <i>Official Time Clock is LRGVDC Phone System</i>	
<i>Bid Abstract</i>	April 17, 2025
<i>Anticipated Submission Review and Evaluation</i>	April 21, 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 01, 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 ITB 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) or Valley Metro Department 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 a numbered addenda 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 a signed *electronic file of the Bid* to the email lrgvdc@lrgvdc.org, mailed or hand delivered to the LRGVDC building D reception area. 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) if hand delivered or mailed. 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) or emailed no later than 5:00 P.M. Central Standard Time (CST), **April 16, 2025**. The LRGVDC and Valley Metro are not responsible for lateness or non-delivery of mail, carrier, email, etc. The date/time stamp at the receptionist area of the LRGVDC shall be the official time of receipt for mailed or hand delivered Bids. *Proposals received late will not be considered or returned.*

Proposal contents considered confidential/proprietary by the Bidder, shall be clearly identified and subject to confirmation by the LRGVDC and Valley Metro. 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 Bids submitted via Email, mail or hand delivered must display name of offeror and project title. Mailed or hand delivered Bids must be 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**

ITB Title: 2025-02 LRGVDC Valley Metro Rural Fleet Overhaul

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.

INTRODUCTION

The Lower Rio Grande Valley Development Council (LRGVDC) transit department Valley Metro is responsible for providing safe, reliable, and efficient public transportation services to rural communities through the Valley Metro system. To maintain the operational efficiency and safety of the rural service fleet, LRGVDC is undertaking an overhaul of 11 buses currently in service.

These buses, models ranging from **2019 to 2022 Ford HD350 Starcraft** Cutaways are crucial in supporting transit-dependent individuals in rural areas by providing access to employment, education, healthcare, and other essential services. Over time, key vehicle components such as the engine, transmission, brakes, suspension, and electrical systems have experienced wear and tear. The overhaul will extend the useful life of these vehicles, ensuring continued service reliability, improved safety, and reduced operational costs.

This procurement is funded through the Texas Department of Transportation (TxDOT) grant **TX-5339-R-2024-LRGVDC-00029** and must comply with all applicable state and federal procurement regulations. LRGVDC is seeking Bids from qualified vendors to supply the necessary OEM or equivalent parts to complete the overhaul of these vehicles.

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.

Valley Metro Transit Fleet

The fleet of Ford HD350 Starcraft buses serves as a critical component of the Valley Metro rural transit service. These vehicles are designed to provide accessible, comfortable, and efficient transportation to passengers, including individuals with disabilities. Due to extended use in rural operations, key mechanical and electrical systems require replacement to ensure continued safety and reliability. The following are the specifications of the buses undergoing overhaul:

Year: (8) 2019 – (2) 2022 – (1) 2022

Make: Ford

Model: HD350 StarCraft

Body Manufacturer: StarCraft Cutaway

Engine Type: 6.8L V10 Gasoline Engine

Transmission: 6-Speed Automatic Transmission

Fuel Type: Gasoline

Seating Capacity: 14 Passengers + 2 Wheelchair Positions

Wheelbase: 158 inches

Gross Vehicle Weight Rating (GVWR): 12,500 lbs

ADA Compliance: Equipped with wheelchair lifts and securement systems

YEAR	MAKE	MODEL	VIN #
2019	Ford	HD350 StarCraft	1FDRS8PM6KKB26990
2019	Ford	HD350 StarCraft	1FDES8PM4KKB85924
2019	Ford	HD350 StarCraft	1FDES8PM3KKB85929
2019	Ford	HD350 StarCraft	1FDES8PM6KKB85956
2019	Ford	HD350 StarCraft	1FDES8PM9KKB85921
2019	Ford	HD350 StarCraft	1FDES8PM6KKB85939
2019	Ford	HD350 StarCraft	1FDES8PM5KKB85964
2019	Ford	HD350 StarCraft	1FDES8PM9KKB85918
2020	Ford	HD350 StarCraft	1FDRS6PG6LKB13043
2020	Ford	HD350 StarCraft	1FDRS6PG2LKB13041
2022	Ford	HD350 StarCraft	1FDEE3FN7NDC24826

PURPOSE

The purpose of this procurement is to secure high-quality OEM replacement parts to restore and enhance the functionality of 11 Valley Metro buses serving rural areas. This effort aligns with the LRGVDC and Valley Metro’s mission to provide safe and sustainable public transit while ensuring cost-effective fleet management.

By completing this overhaul, LRGVDC aims to:

Improve Service Reliability – Ensure that the buses can continue to operate efficiently without unexpected breakdowns, reducing service interruptions for passengers.

Enhance Passenger Safety – Replace worn-out components that could compromise vehicle safety, including brakes, suspension, and engine parts.

Extend Vehicle Lifespan – Maximize the investment in these buses by prolonging their usability, delaying the need for costly fleet replacements.

Reduce Maintenance Costs – Addressing key mechanical issues now helps prevent more expensive repairs in the future.

Ensure Compliance with Regulatory Standards – Maintain compliance with federal and state transportation regulations by keeping fleet vehicles in optimal condition.

SCOPE OF WORK

Project Name: LRGVDC Valley Metro Rural Fleet Overhaul

Project Location: Weslaco & Harlingen, TX

Project Size: 11 Units 2019-2022 Ford HD350 StarCraft Cutaways (see list above)

The overhaul of these vehicles requires the procurement of essential components to restore their mechanical and operational integrity. Vendors are invited to submit Bids to supply the following parts. The selected vendor will be responsible for providing parts that meet or exceed OEM (Original Equipment Manufacturer) standards to ensure compatibility and reliability. All supplied parts will be replaced in house but Valley Metro Maintenance Team.

Engine Part	Part #	Qty
	GK4Z6006CRM -REMAN	8
	LK4Z7000DA - NEW	2
	LC3Z6006B - NEW	1
Transmission Part	Part #	Qty
	GK4Z7000FRM	8
	LK4Z7000DA - NEW	2
	LC2Z7000A - NEW	1
Brake System	Part #	Qty
Brake Pads/Shoes	<i>FRT</i> - CK4Z2001B	8
	<i>REAR</i> - CK4Z2200C	
	<i>FRT</i> - LK4Z2201B	2
	<i>REAR</i> - LK4Z2200J	
	<i>FRT</i> - 8C2Z2V001D	1
	<i>REAR</i> - 9C2Z2V00B	
Rotors/Drums	<i>FRT</i> - KU2Z1V125E	10
	<i>REAR</i> - CK4Z2C026D	
	<i>FRT</i> - 8C2Z1102D	1
	<i>REAR</i> - NC2Z2C026D	
Master Cylinder	CK4Z2140B	10
	LC2Z2140A	1
Electrical System	Part #	Qty
Alternator	CK4Z10346E	8
	L1MZ10346F	2
	LC4Z10346A	1
Starter	CK4Z11002C	8
	LK4Z11002C	2
	LC3Z1002A	1

Suspension System	Part #	Qty
Shock/Strut	<i>FRT - BK3Z18124A</i>	8
	<i>REAR - FK4Z18125C</i>	
	<i>FRT - LK4Z18124N</i>	2
	<i>REAR - FK4Z18125C</i>	
	<i>FRT - 8C2Z18124D</i>	1
	<i>REAR - 8C2Z18125D</i>	
Spring/Coil	<i>FRT - CK4Z5310S</i>	8
	<i>REAR - CK4Z5560P</i>	
	<i>FRT - CK4Z5310U</i>	2
	<i>REAR - NO SPRINGS</i>	
	<i>FRT - 9C2Z5310X</i>	1
	<i>REAR - 8C2Z5560Y</i>	
Cooling System	Part #	Qty
Radiator	CK4Z-8005B	9
	LK4Z8005J	1
	HC2Z8005A	1
	BR3Z8501Q	8
Water Pump	LK4Z8501B	2
	LC3Z8501A	1

Project Requirements:

Parts Quality and Standards:

- All parts must be new, unused, and meet OEM specifications.
- Parts must be durable, high-quality, and designed for heavy-duty fleet operations.
- The vendor must provide proof of compliance with relevant industry standards and certifications.

Packaging and Labeling:

- Each part must be clearly labeled with the part number, description, and compatibility details.
- Product must be secure to prevent damage during shipping and handling.

Delivery and Logistics:

- Vendors must provide a detailed delivery timeline, ensuring all parts are delivered within the agreed-upon schedule.
- The vendor is responsible for ensuring proper shipping and handling to prevent delays and damages.
- Any Core exchanges must be coordinated with Valley Metro Staff and detailed by the bidder in their proposal.

The delivery location may vary between 3 Valley Metro locations transit maintenance facility and will be coordinated on a per vehicle basis with maintenance personnel.

Weslaco Facility

510 S Pleasantview Dr
Weslaco, TX 78596

Harlingen Facility

4406 Glasscock Ave
Harlingen, TX 78550

Harlingen Terminal

201 T Street
Harlingen, TX 78550

Warranty and Support:

- Vendors must provide applicable warranty for all parts supplied.
- Vendors must provide documentation detailing warranty coverage and claim procedures.
- Technical support must be available to address compatibility or installation issues.

Vendors that cannot supply all parts listed in this ITB are encouraged to submit proposals for the parts they are able to provide. LRGVDC reserves the right to make multiple awards to different vendors to ensure all necessary components are procured efficiently. Partial bids will be considered based on the best interests of LRGVDC and its operational needs.

INSTRUCTIONS & RESPONSIBILITIES

The Lower Rio Grande Valley Development Council (LRGVDC) and Valley Metro shall pay no costs or other amount incurred by any entity in responding to this invitation to bid (ITB). 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 IFB. All proposals will become part of the LRGVDC official procurement files and will be available for public inspection.

General Instructions

- Bidders should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- Bids, which are qualified with conditional clauses, or alterations, or items, not called for in the ITB documents, or irregularities of any kind, are subject to disqualification by LRGVDC and Valley Metro, at its option.
- Each Bid should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this ITB. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the LRGVDC and Valley Metro's needs.

- LRVDC and Valley Metro make no guarantee that an award will be made as a result of this ITB 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 ITB 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 Bids submitted by the bidder other than this ITB.
- Failure to comply with the requirements contained in this Invitation to Bid may result in the rejection of your proposal.
- Submissions must be signed by Bidders company official(s) authorized to commit such statement of qualifications and Bid. Failure to sign and return these forms will subject your statement of qualifications to disqualification.
- Where conflicts occur between the part numbers and specifications, vendor should rely on OEM standards on an equivalent or equal to value.
- 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 Bids must adhere to the following submission requirements. Bidders 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 Bidder'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 Bidder.
- Number of years in business and experience in projects of similar scope.
- List of any current applicable licenses and certifications.

Technical Approach & Project Management

- Detailed project approach, including methodology for executing supply of parts.
- Proposed lead times, including key milestones and delivery completion timeline.
- Provide approach on core exchange procedures if applicable.

Compliance & Certifications

- Acknowledgment of compliance with all TxDOT requirements, form PTN 130.
- Statement of adherence to local, state, and federal regulations.
- Documentation of DBE (Disadvantaged Business Enterprise) participation, if applicable.

Cost Proposal

- Vendors must provide itemized pricing, including all associated costs (shipping, handling, etc.).
- Proposed payment schedule and terms.
- Statement confirming that the proposal price is valid for at least 180 days, specify of different.

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 Bids received. Therefore, before submitting a proposal, make sure all items indicated below are returned with submitted proposals.

Bidders 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	TxDOT PTN Form 130
Attachment No. 7	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 Bidder will be based on the following Ranking and Scoring Criteria. The LRGVDC and Valley Metro retain the right to apply the selection criteria as allowed in Texas Government Code, Sec. 2269.155.

Ranking Criteria

Proposals will be evaluated based on the following criteria:

- Price Competitiveness (30%) – Reasonable and competitive pricing structure.
- Delivery & Logistics (30%) – Ability to meet required delivery schedule.
- Warranty & Support (15%) – Coverage and service guarantees.
- Quality & Compliance (15%) – Adherence to OEM standards and regulatory requirements.
- Experience & References (10%) – Vendor's previous performance on similar contracts.

Each Bid will be reviewed to determine compliance with the technical specifications and overall requirements outlined in this ITB. Vendors providing superior quality parts, timely delivery, and strong past performance will be given preference in the ranking process.

Scoring

Each proposal will be evaluated based on the criteria outlined above, with a total of 100 percentage points available. The Bidder with the highest cumulative score will be ranked accordingly. The LRGVDC and Valley Metro 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 Valley Metro may conduct further evaluations, including interviews, additional documentation requests, or reference verifications, to determine the final selection. This additional review process ensures that the awarded contract meets the best interests of the project and aligns with organizational objectives.

Evaluation Criteria	Available Points
Price Competitiveness	30
Delivery & Logistics	30
Warranty & Support	15
Quality & Compliance	15
Experience & References	10
Total Points	100

Scoring Committee

The Selection Committee will consist of members of the LRGVDC Procurement department, Executive Financial Analyst, and Valley Metro.

Eligibility for Award

In order for a Bidder to be eligible for contract award, the proposal and qualifications must be responsive to the solicitation. The LRGVDC and Valley Metro must determine that the Bidder is responsible and possesses the resources and capacity to perform the resulting contract satisfactorily.

- Responsive Bids are those that comply with all material aspects of the ITB, conform to the solicitation documents, and meet the requirements set forth in this solicitation.
- Responsible Bidders are those that demonstrate the capability, experience, and financial stability to fulfill the contract requirements.

Proposals that do not comply with all the terms and conditions of this solicitation will be rejected as non-responsive. Vendors may be required to provide additional documentation to verify their qualifications. LRGVDC and Valley Metro reserve the right to conduct background checks, financial reviews, and request further evidence of compliance before awarding any contract.

GENERAL TERMS, CONDITIONS & CERTIFICATIONS

A response to this ITB does not commit or obligate the Lower Rio Grande Valley Development (LRGVDC) and Valley Metro 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 ITB 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 ITB by up to two (2) additional weeks from original bid submission date if deemed warranted.

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

Bidder shall indemnify and hold harmless LRGVDC and Valley Metro, 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 Bidder or his subcontractor, agents, servants, or employees whenever applicable.

Antitrust Affirmation

Bidder represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Bidder nor the firm, corporation, partnership, or institution represented by Bidder, 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 Bidder.

Public Information Act

Bidder 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, Bidder 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

Bidder certifies that for contracts for services, Bidder 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 Bidder to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Bidder to perform work pursuant the contract within the United States of America.

Critical Infrastructure Affirmation

Pursuant to Government Code Section 2274.0102, Bidder certifies that neither it nor its parent company, nor any affiliate of Bidder 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

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

Pursuant to Section 2155.003 of the Texas Government Code, Bidder 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 Bidder must disclose any potential conflicts of interest that may arise in connection with this Texas Department of Transportation (TxDOT) project. All bidders and affiliated entities must adhere to the following conflict of interest requirements:

General Conflict of Interest Provisions

- The bidder 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 bidder 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 bidder has relationships that could provide an unfair competitive advantage.
 - The bidder has previously participated in the development of the project scope, specifications, or requirements.

- The Bidder 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 TxDot and federal regulations.
- The bidder 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 bidder 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.

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

Suspension and Debarment

Bidder certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Termination

Termination for Convenience

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

Termination for Default [Breach or Cause]

If the Bidder does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Bidder fails to perform in the manner called for in the contract, or if the Bidder fails to comply with any other provisions of the contract, the LRGVDC may terminate this contract for default. Termination shall be affected by serving a Notice of Termination on the Bidder setting forth the manner in which the Bidder is in default. The Bidder 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 Bidder 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 Bidder, the LRGVDC, after setting up a new delivery of performance schedule, may allow the Bidder 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 Bidder [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 Bidder 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 Bidder 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 Bidder. Any such termination for default shall not in any way operate to preclude the LRGVDC from also pursuing all available remedies against Bidder 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 Bidder 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 Bidder 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.
- Bidder agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the State of Texas.
- Bidder 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 Bidder further agrees that, if during the term of this contract, it is determined that the Bidder 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.

DBE / HUB Subcontracting

The Bidder, sub-recipient, or subcontractor shall not discriminate based on race, color, national origin, or sex in the performance of this contract. The Bidder shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Bidder to carry out these requirements is a material breach of this ITB or resulting contract, which may result in termination, suspension, or other remedies as deemed appropriate by the Texas Department of Transportation (TxDOT).

The Bidder agrees to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to participate in the performance of contracts and subcontracts. The Bidder must make good faith efforts to include DBEs in contract opportunities and report DBE participation as required.

All DBE firms participating in this contract must be certified by the Texas Unified Certification Program (TUCP) at the time of contract execution. The Bidder shall not terminate a DBE subcontractor without prior written consent from TxDOT.

No Government Obligation to Third Parties

The Recipient and Bidder 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 Recipient, Bidder or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Bidder agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements and Related Acts

The Bidder 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, Bidder must promptly notify the LRGCVDC 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. Bidder 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

Bidder agrees to provide the LRGVDC, Valley Metro 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 Bidder which are directly pertinent to this Invitation to Bid (ITB) and any resulting contract for the purposes of making audits, examinations, excerpts and transcriptions. The Bidder 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, Bidder agrees to maintain all books, records, accounts and reports required under this ITB and any resulting contract for a period of not less than three years after the date of termination or expiration of the resulting contract except in the event of litigation or settlement of claims arising from the performance of the resulting Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Federal Changes

Bidder shall at all times comply with all applicable FTA & TxDOT 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 ITB and resulting contract. Bidders failure to so comply shall constitute a material breach of this ITB or resulting contract.

Incorporation Of Federal Transit Administration (FTA) Terms

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Bidder shall not

perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

Civil Rights Requirements

The Bidder 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. Bidder 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. Bidder 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. Bidder must:

1. Bidder must prohibit discrimination based on race, color, or national origin,
2. Bidder 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. Bidder 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. Bidder must prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin. Bidder 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, Bidder 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), Bidder 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. Bidder 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), Bidder 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.

Veterans Hiring Preference

Veterans Employment - Construction contracts of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection 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.

Energy Conservation Requirements

Bidder 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. Bidder 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 Bidder 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

Bidder 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

Bidder 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. Bidder 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 Bidder.
2. Bidder 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 Bidder.

B. Other Environmental Federal Laws

Bidder 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."

Recycled Products

To the extent applicable, Bidder 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

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Bidder mails or otherwise furnishes a written appeal to the agencies authorized representative. In

connection with any such appeal, the Bidder shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Bidder and the Bidder shall abide by the decision.

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, Bidder shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and Bidder 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 in which the Agency is located.

Rights and Remedies:

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 Agency or Bidder 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

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.

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 ITB as set forth or referenced in this ITB. 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)
Bidder 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 Certification

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 ITB.

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 / 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 _____
