

**LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (LRGVDC) /
COMMUNITY AND ECONOMIC DEVELOPMENT (CED)**



Request for Proposals

*Bulk Diesel, DEF and Fluids for LRGVDC
Valley Metro Transit Operations*

No: 2025-03

RELEASE DATE:

May 7, 2025

SUBMISSION DEADLINE:

May 21, 2025, by 5pm (CST)

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

WWW.LRGVDC.ORG

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** Attachments 8 is to be downloaded from the Lrgvdc Procurement website at
<https://www.lrgvdc.org/procurement.html>*

SCHEDULE OF EVENTS

SOLICITATION SCHEDULE

Release Date of Request for Proposals: May 07, 2025

Last Day to Submit Written Questions: May 16, 2025

***Proposal Submission Deadline:* May 21, 2025, by 5:00 P.M. CST**

- *Official Time Clock is LRGVDC Phone System*

Bid Opening: May 21, 2025

Anticipated Submission Review and Evaluation: May 22-23, 2025
(May be Subject to change)

Anticipated Board Approval Date: May 28, 2025
(May be Subject to change)

Anticipated Award Date: June 01, 2025
(May be Subject to change)

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 (VM) 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 or Valley Metro will not be considered.
- No phone or in-person inquiries regarding the proposal will be accepted.
- 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, (6) 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 in the offices of the Lower Rio Grande Valley Development Council (details below) no later than 5:00 P.M. Central Standard Time, March 21, 2025. The LRGVDC & Valley Metro 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 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 transmittal 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 Bus. Operations
LRGVDC – Procurement Dept.
Building D
301 W Railroad
Weslaco, Texas 78596**

RFP Title: 2025-03 Bulk Diesel, DEF and Fluids for Valley Metro Transit Fleet Operations

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

The Lower Rio Grande Valley Development Council will be closed Monday, May 26th, 2025, in observance of the Memorial Day Holiday.

INTRODUCTION

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. 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. Their operations encompass fixed/flex route bus services and demand response transit, ensuring comprehensive coverage for the community. Valley Metro serves various communities, including Brownsville, Harlingen, McAllen, Weslaco, Edinburg, La Feria, La Paloma, Olmito, Port Isabel, Primera, San Benito, Santa Rosa and Rio Grande City in the counties of Willacy, Cameron, Hidalgo, Starr and Zapata Counties.

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.

PURPOSE

The Lower Rio Grande Valley Development Council (LRGVDC) and its transit department, Valley Metro, are seeking proposals from qualified vendors to establish an agreement for the supply and delivery of bulk Ultra-Low Sulfur Diesel (ULSD), Diesel Exhaust Fluid (DEF), and various other essential fleet maintenance fluids, including but not limited to 15w40 oil, 5w30 oil, 50/50 red coolant for Cummins engines, 50/50 yellow coolant for cutaway gas engines, and Allison-approved ATF transmission fluid. This procurement aims to secure a reliable and compliant supply of these critical products to support Valley Metro's transit operations, ensuring uninterrupted service and adherence to all federal, state, and environmental regulations.

The selected vendor(s) will be responsible for delivering these fuels and fluids in bulk to designated agency locations, both on a scheduled basis and as needed, including under emergency conditions. The contract will incorporate provisions for index-based pricing for diesel fuel to reflect market fluctuations fairly and transparently, and it will detail any price adjustment mechanisms for the other listed fluids where applicable. All awarded agreements will comply with Texas State procurement laws and Federal Transit Administration (FTA) requirements, supporting the agency's mission of efficient, sustainable, and cost-effective transit service.

Proposals must address critical factors such as product quality and OEM compliance, delivery capabilities and fleet capacity, safety and regulatory compliance measures, transparent cost structures, and demonstrated vendor experience. The awarded agreement will cover an initial term of two (2) years, with options to renew for up to three (3) additional one-year terms, subject to satisfactory performance and agency needs.

Qualified vendors are invited to submit comprehensive proposals demonstrating their capacity to fully meet the agency's fuel and fluid supply requirements while ensuring the best value, reliability, and regulatory compliance.

SCOPE OF WORK

The Lower Rio Grande Valley Development Council and Valley Metro are soliciting competitive proposals from qualified vendors for the supply and delivery of bulk Ultra-Low Sulfur Diesel (ULSD) fuel, Diesel Exhaust Fluid (DEF), to support transit and operational needs. The selected vendor will provide high-quality fuel and DEF in compliance with all applicable federal, state, and environmental regulations, ensuring reliable, timely deliveries at competitive market-based pricing.

Diesel Fuel and DEF Specifications

The vendor shall supply the following fuel products in compliance with applicable standards:

- Ultra-Low Sulfur Diesel (ULSD):
 - Must meet ASTM D975 and EPA environmental regulations.
 - Sulfur content of 15 ppm or less.
 - Free from water, sediment, and other contaminants.
- Diesel Exhaust Fluid (DEF):
 - Must comply with ISO 22241 specifications.
 - Must be free from impurities that could harm diesel engine selective catalytic reduction (SCR) systems.

Motor Oils

The vendor shall supply OEM-recommended high-quality motor oils that meet or exceed the following standards for use in Ford gasoline engines and Cummins diesel engines:

- 15W-40 Diesel Engine Oil for use in heavy-duty diesel engines.
 - Must meet or exceed API CK-4 specifications for heavy-duty diesel engines.
 - Must comply with Cummins CES 20086 performance specifications for modern Cummins engines.
 - Must be an OEM-recommended oil for Cummins applications to ensure compatibility with emission control systems and to maintain manufacturer warranty requirements.
 - OEM-endorsed products such as Valvoline Premium Blue (endorsed by Cummins), Shell Rotella T6, Mobil Delvac 1300 Super, or equivalent products certified for Cummins engines.
- 5W-30 Gasoline Engine Oil for use in gasoline-powered vehicles.
 - Must meet or exceed the latest **API SP** specifications for gasoline engines.
 - Must comply with **Ford WSS-M2C961-A1, WSS-M2C946-B1**, or other applicable **OEM performance standards** depending on the model year and engine configuration (e.g., EcoBoost, naturally aspirated).
 - Must be an **OEM-recommended oil** for Ford engines to maintain engine protection and warranty compliance.
 - OEM-approved oils such as **Motorcraft Synthetic Blend, Mobil 1 5W-30, Castrol Edge 5W-30**, or equivalent products recognized by Ford Motor Company.

Antifreeze/Coolants

- 50/50 Pre-Mixed Red Antifreeze for Cummins diesel engines (compatible with Cummins standards for heavy-duty use).
- 50/50 Pre-Mixed Yellow Antifreeze for cutaway gasoline engine vehicles (compatible with industry-standard extended-life coolants).

Automatic Transmission Fluid (ATF)

The vendor shall supply OEM-recommended high-performance automatic transmission fluid (ATF) specifically formulated for Allison transmissions. The ATF must meet the following minimum requirements.

- Suitable for Allison Transmissions and must meet Allison TES-295 and TES-389 performance standards.
- Must be fully synthetic or a premium synthetic blend, as specified by Allison Transmission, to support optimal transmission life and performance under severe duty cycles (e.g., public transit operations, heavy-duty fleet use).
- Must be an **OEM-recommended fluid** for Allison transmissions to maintain warranty protection and ensure maximum transmission reliability.
- Allison approved TES-295 fluids such as, TranSynd (Allison genuine product), Mobil Delvac 1, Castrol TranSynd, Chevron Delo Syn ATF HD, or an equivalent product that is officially listed on the Allison Approved Fluids list available at Allison's website.

Delivery Requirements

The vendor shall ensure the safe and timely delivery of fuels and fluids to designated agency locations. Delivery requirements include:

- Scheduled bulk deliveries in accordance with agency needs.
- Emergency deliveries within 24 hours upon request.
- Bulk deliveries preferred where applicable; smaller packaged deliveries accepted for oils, antifreeze, and ATF fluid if bulk options are unavailable. Ability to provide split deliveries to multiple locations if required.
- Ensuring proper offloading procedures to prevent spills and contamination.
- Coordination with agency personnel to monitor fuel levels and optimize delivery schedules.
- All fluids must be new, unused, uncontaminated, and clearly labeled.
- Deliveries must include proper documentation showing batch numbers, product specifications, and safety information (MSDS/SDS).

Emergency Response

Valley Metro services are recognized by the State of Texas as critical for the region in the event of an emergency. An emergency includes, but is not limited to, situations occurring outside regular business hours, severe weather conditions, or natural disasters.

The contractor shall be prepared to provide expedited deliveries of all products included in this RFP—bulk diesel fuel, Diesel Exhaust Fluid (DEF), motor oils (15W-40 and 5W-30), antifreeze (50/50 red and 50/50 yellow), and automatic transmission fluid (ATF)—to ensure Valley Metro's continued operational readiness during emergency situations.

- Response Time: Vendors must state their guaranteed maximum response time for emergency orders after notification (target: within 24 hours or less).
- Emergency Business Procedures: Vendors must describe their standard procedures for handling emergency requests, including:
 - 24/7 emergency contact information.
 - Priority dispatch procedures.
 - On-call delivery availability.
 - Spill containment and safety protocols during emergency delivery operations.

Size/Shipment Limitations

The vendor must describe any size or shipment limitations that apply to the delivery of fuel, DEF, motor oils, antifreeze, and transmission fluids.

- Standard Delivery Loads for Bulk Diesel and DEF:
 - State the typical bulk delivery load size (in gallons) for diesel and DEF deliveries.
- Minimum Deliverable Amounts:
 - State the minimum quantity (in gallons or units) the vendor can deliver for:
 - Diesel fuel
 - DEF
 - Motor oils (15W-40 and 5W-30)
 - Antifreeze (red and yellow 50/50 mix)
 - Automatic Transmission Fluid (ATF)
- Holiday Delivery Limitations:
 - Describe any restrictions, additional fees, or notice requirements for deliveries occurring during holidays.
- Standard Delivery Procedures for Other Fluids:
 - Provide standard delivery procedures for oils, antifreeze, and ATF, including packaging types (bulk, drum, container) and lead times.

Storage and Handling Compliance

The vendor must comply with all applicable laws, industry best practices, and OEM specifications for the safe storage, handling, and transport of all products supplied under this RFP.

General Storage and Handling Requirements

- DEF Handling
 - Ensure DEF is stored at appropriate temperatures to preserve product integrity.
 - Use dedicated DEF transfer and delivery equipment to prevent cross-contamination.

- Fuel Handling
 - Ensure diesel fuel is stored in clean, sealed environments to avoid water or particulate contamination.
- Motor Oils, Antifreeze, and ATF Handling
 - Store all oils and fluids in sealed, properly labeled containers, protected from moisture, dust, and extreme temperatures.
 - Ensure that motor oils meet their shelf life recommendations and are not expired at time of delivery.
 - Store antifreeze and transmission fluids in clean, clearly marked containers to avoid chemical cross-contamination.
- Spill Prevention and Response
 - Implement spill prevention, control, and countermeasure (SPCC) procedures.
 - Ensure that personnel handling deliveries are trained in emergency spill response.
- Safety Data Sheets (SDS)
 - Provide SDS sheets for each product delivered (diesel, DEF, oils, antifreeze, and ATF).
 - Ensure SDS sheets are updated and compliant with OSHA Hazard Communication Standards.

Pricing and Index-Based Adjustments

Bulk Diesel Fuel and Diesel Exhaust Fluid (DEF):

- Pricing for bulk diesel fuel shall be based on a recognized fuel price index, such as the U.S. Department of Energy (DOE) Weekly Retail On-Highway Diesel Prices or a comparable regional wholesale fuel rack price (such as OPIS or Platts pricing for Texas markets).
- Index-Based Adjustment Methodology:
 - Vendors must propose a pricing formula that includes:
 - The base index price.
 - A fixed markup (plus or minus) per gallon.
 - Freight and applicable delivery surcharges clearly outlined.
- Price adjustments for diesel fuel and DEF shall occur at regular intervals (weekly or monthly) based on the movement of the selected index.
- Each invoice must clearly state:
 - The base index used.
 - The date of the index reference.
 - The markup applied.
 - Any additional fees.

Motor Oils (15W-40 and 5W-30), Antifreeze (Red 50/50 and Yellow 50/50), and ATF Fluid

- Pricing for motor oils, antifreeze, and ATF shall be fixed at the time of contract award and remain firm for the initial contract period, unless otherwise agreed.
- Any proposed price escalations beyond the initial term must be based on a verifiable industry standard (e.g., Producer Price Index - PPI for Lubricating Oils and Greases), and must be approved by the Agency in advance.
- Vendors must include unit prices per gallon, drum, or container as applicable.
- Vendors must specify minimum order quantities, packaging options, and delivery lead times for these fluids.

General Pricing Requirements

- No fuel surcharges or hidden fees will be allowed unless explicitly disclosed and agreed to in the proposal.
- Pricing must separately itemize taxes (if applicable), environmental fees, and any special handling charges.
- Vendor shall notify the Agency in writing of any planned index updates or product price adjustments at least five (5) business days in advance of an effective change.

Miscellaneous Charges

Please describe any charges above and beyond the cost of fuel that may be applied.

- Trip Charges (Single or Multiple Deliveries)
- Fuel Surcharges
- Delivery Fees
- Government Fees
- Service Fees

COMPLIANCE WITH REGULATORY AND SAFETY STANDARDS

Adherence to Legal and Safety Guidelines

The vendor must comply with all applicable federal, state, and local regulations governing the production, storage, transport, and handling of all products delivered under this contract, including but not limited to:

- Environmental Protection Agency (EPA)
 - Compliance with EPA regulations regarding fuel emissions, diesel fuel standards, and environmental storage practices for petroleum and chemical-based products (including oils, antifreeze, and ATF).

- Occupational Safety and Health Administration (OSHA)
 - Adherence to OSHA standards for the handling, labeling, and transportation of hazardous materials, including diesel fuel, DEF, motor oils, antifreeze, and automatic transmission fluids.
 - Maintenance and provision of current Safety Data Sheets (SDS) for all delivered products in compliance with OSHA Hazard Communication Standard (29 CFR 1910.1200).
- Department of Transportation (DOT)
 - Compliance with DOT regulations concerning the transportation of hazardous materials, including proper containerization, placarding, and driver certifications.
- Federal Transit Administration (FTA) Procurement Requirements
 - Adherence to Buy America provisions (49 U.S.C. 5323(j); 49 CFR Part 661), where applicable to supplied materials.
 - Participation goals for Disadvantaged Business Enterprises (DBE) per 49 CFR Part 26.
 - Full compliance with Debarment and Suspension requirements (2 CFR Part 180 and 2 CFR Part 1200).
 - Compliance with any other FTA-required clauses related to federally funded procurements, including clean air and clean water acts.
- Texas State and Local Regulations
 - Compliance with applicable sections of the Texas Commission on Environmental Quality (TCEQ) regulations regarding fuel and chemical storage and delivery.
- Additional Compliance Obligations
 - The vendor must maintain current licenses, certifications, and insurance coverage as required by federal, state, and local authorities.
 - All personnel involved in transport and delivery must have proper hazardous materials training and certifications.

VENDOR QUALIFICATIONS & PERFORMANCE

EXPECTATIONS

Prospective vendors must demonstrate the following:

- **Experience and Reliability**
 - A proven track record of reliability in supplying bulk diesel fuel, Diesel Exhaust Fluid (DEF), motor oils (15W-40 and 5W-30), antifreeze (both 50/50 Red for Cummins engines and 50/50 Yellow for gasoline engines), and automatic transmission fluids (ATF for Allison transmissions).
 - Experience with public sector or transit agency contracts is preferred.
- **Product Quality Assurance**
 - Capability to deliver consistent product quality that meets or exceeds all specified standards, including EPA, ASTM, ISO, OEM recommendations, and SAE specifications where applicable.
- **Delivery and Logistical Capacity**
 - Adequate fleet, delivery equipment, and bulk storage capacity to ensure uninterrupted supply to all Agency-designated locations.
 - Ability to meet both regular scheduled deliveries and emergency response needs within defined timeframes.
- **Customer Service and Communication**
 - A demonstrated commitment to timely, proactive, and responsive customer service.
 - Availability of dedicated account management and 24/7 emergency contact support.
- **Compliance and Documentation**
 - Full compliance with all contract reporting, recordkeeping, and invoicing requirements.
 - Ability to provide accurate and transparent billing, including price index adjustments where applicable.
 - Provision of current Safety Data Sheets (SDS) for all delivered products, and maintenance of all required licenses, certifications, and insurance coverage.

PRODUCT ESTIMATES, USAGE AND EQUIPMENT

As part of the Request for Proposal (RFP) process, we would like to provide historical diesel fuel usage data for reference. Please note that these figures are provided for informational purposes only and do not necessarily reflect the expected fuel usage for the current or upcoming year. Bidders should consider potential variations in demand when preparing their proposals.

Diesel Fuel

- **2023:** The Lower Rio Grande Valley Development Council (LRGVDC) Valley Metro utilized approximately **43,556** gallons of diesel fuel.
- **2024:** The Lower Rio Grande Valley Development Council (LRGVDC) Valley Metro utilized approximately usage totaling **38,253** gallons.
 - The lower consumption in 2024 was primarily due to an equipment upgrade that resulted in temporary downtime.

DEF (Diesel Exhaust Fluid)

- **2023:** Valley Metro had a consumption of Diesel Exhaust Fluid (DEF), reaching a total of **4,025** gallons.
- **2024:** there was a noticeable decline in DEF consumption, with the total usage dropping to **3,545** gallons.
 - This reduction from the previous year could be attributed to the same downtime of our equipment.

Motor Oils

- 15W-40 Motor Oil (for Diesel Engines):
 - 2024 through First Quarter 2025: A total of 5,053 quarts were utilized.
 - Purchased in bulk gallons containers.
- 5W-30 Motor Oil (for Gasoline Engines):
 - 2024 through First Quarter 2025: A total of 1,398 quarts were utilized.
 - Purchased primarily in 55-gallon drums.

Antifreeze/Coolant

- 50/50 red for use on Cummins engines
 - 12 - 55 gal drums in 2024 and 4 - 55 gal drums 1st qtr. of 2025
- 50/50 yellow for use on Cutaway gas engines
 - 2 - 55 Gal Drums in 2023 and 1 - 55 gal drum in 2024

ATF/Transmission Fluid

- For Allison Transmission
 - 4 - 55 gal Drums in 2024

Equipment

Two (2) UST Tanks located at 510 S. Pleasantview, Weslaco Texas 78596

- Tank No. 1- Diesel 4,000 gallons-below ground
- Tank No. 2- Diesel 10,000 gallons-below ground

Two (2) DEF totes with a capacity of 275 gallons each.

- Tote No. 1 – Electrical pump operated and located at 510 S Pleasantview Dr, Weslaco, TX 78596.
- Tote No. 2 – Electrical pump operated and located at 4406 Glasscock Ave. Harlingen, TX 78550.

Two (2) Oil Tanks.

Valley Metro currently maintains two on-site oil storage tanks (see below) for bulk motor oil (15W-40 and/or 5W-30). Vendors are permitted to utilize these existing tanks for delivery and storage purposes.

- Tank No. 1 – Electrical pump operated and located at 510 S Pleasantview Dr, Weslaco, TX 78596.
- Tank No. 2 – Electrical pump operated and located at 4406 Glasscock Ave. Harlingen, TX 78550.

However, if the awarded vendor prefers, they may propose to provide their own oil storage tanks or equipment for use at Valley Metro facilities, subject to the following conditions:

- All vendor-provided tanks and equipment must comply with applicable federal, state, and local environmental and safety regulations.
- Equipment must be properly maintained, labeled, and secured by the vendor.
- Valley Metro reserves the right to inspect and approve any vendor-provided storage systems prior to installation and use.
- Any associated costs related to vendor-provided tanks or equipment must be clearly identified in the proposal.
- Removal of vendor-owned equipment at the conclusion of the contract will be at the vendor's responsibility and expense.

INSURANCE REQUIREMENTS

The selected vendor must maintain the following minimum insurance coverage throughout the contract term. Proof of insurance must be provided prior to contract execution and upon request by the Lower Rio Grande Valley Development Council (LRGVDC) and Valley Metro.

Commercial General Liability Insurance

Coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
Includes coverage for bodily injury, property damage, and contractual liability.

Automobile Liability Insurance

Coverage of at least \$1,000,000 per occurrence for owned, non-owned, and hired vehicles used in fuel and DEF deliveries.

Workers' Compensation Insurance

Coverage as required by the State of Texas, including Employer's Liability Insurance with limits of at least:

- \$500,000 per accident for bodily injury.
- \$500,000 per employee for occupational disease.
- \$500,000 policy limit for disease.

Pollution Liability Insurance (Environmental Insurance)

Coverage of at least \$1,000,000 per occurrence to cover damages arising from spills, leaks, or environmental contamination caused during fuel and DEF transportation or delivery.

Umbrella or Excess Liability Insurance (Optional but Recommended)

Coverage of at least \$2,000,000 per occurrence to supplement General Liability and Automobile Liability coverage.

Additional Requirements:

All insurance policies must be issued by companies licensed to operate in the State of Texas. The Lower Rio Grande Valley Development Council must be listed as an Additional Insured on the Commercial General Liability, Automobile Liability, and Pollution Liability policies. A Waiver of Subrogation must be included in favor of Lower Rio Grande Valley Development Council for all required insurance policies. The vendor must provide 30 days' written notice of cancellation, non-renewal, or material changes in coverage. Failure to maintain the required insurance may result in contract termination or suspension of services.

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 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, and to waive any minor informalities, irregularities, or technicalities in any proposal received if it is deemed in the best interest of the Agency. 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's and Valley Metro needs.
- LRGVDC 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.

Proposal Submission Requirements

Interested vendors must submit a comprehensive proposal that includes, at a minimum, the following:

Company Background and Experience:

Provide a detailed company profile, including history, qualifications, and experience in the supply and delivery of diesel fuel, Diesel Exhaust Fluid (DEF), motor oils (15W-40 and 5W-30), coolants/antifreeze (50/50 red and yellow), and transmission fluids (ATF).

Pricing Structure and Methodology:

Submit a complete pricing structure for all products listed in the Scope of Work. Include a detailed description of the proposed index-based pricing methodology for diesel fuel and DEF, as well as fixed or market-based pricing strategies for all other fluids.

Delivery Logistics and Capabilities:

Describe your delivery fleet size, available delivery equipment, geographic coverage area, standard delivery schedules, emergency response procedures, minimum and maximum delivery capacities, and any holiday or severe weather delivery contingencies.

Quality Assurance and Product Integrity:

Outline your quality assurance processes, including contamination prevention measures, proper storage and handling practices, certifications of equipment and materials, and the provision of Material Safety Data Sheets (MSDS) for all products delivered.

Regulatory Compliance:

Provide documentation of compliance with all applicable federal, state, and local regulations, including, but not limited to, EPA, OSHA, DOT, and FTA requirements, as well as adherence to Buy America provisions and DBE participation where applicable.

References:

Submit references from at least three (3) past or current contracts of similar size and scope. Include client names, contact information, service duration, and a description of the products and services provided.

REQUIRED ATTACHMENTS

LRGVDC 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	Offer and Certification Statement
Attachment No. 2	DBE Certification Form
Attachment No. 3	Conflict of Interest Questionnaire <i>*note</i>
Attachment No. 4	Non-Collusion Certification Form
Attachment No. 5	Suspension and Debarment Certification
Attachment No. 6	References
Attachment No. 7	Addenda Acknowledgement From
Attachment No. 8	Form PTN 130

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

These Certifications will be filed with the Lower Rio Grande Valley Development Council and be maintained as part of the permanent procurement record.

EVALUATION CRITERIA

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

- **Price Structure (30%)**
 - a. Pricing index adherence
 - b. Fixed pricing on applicable fluids
- **Work Performance (30%)**
 - a. Delivery Time Frames – 15%
 - b. Ability to Meet LRGVDC Valley Metro Needs – 15%
- **Prior Experience, Qualifications & Company History (30%)**
 - a. Prior Experience/History – 15%
 - b. Qualifications/Certifications – 10%
 - c. References – 5%
- **Minimum Delivery (10%)**
 - c. Minimum deliverable amounts – 10%

Scoring

Submitted proposals will be scored numerically from ‘highest to lowest’ for award consideration by, but not limited to, the program evaluation criteria in the table below. The number of proposals selected for award consideration will be at the sole discretion of LRGVDC.

Evaluation Criteria	Available Points
Price Structure	30
Work Performance	30
Prior Experience, Qualifications & Company History	30
Minimum Delivery	10
Total Points	100

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 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.

Multiple Awards

While Valley Metro prefers to award a single vendor to supply all diesel fuel, DEF, oils, coolants/antifreeze, and transmission fluids described in this solicitation, the LRGVD and Valley Metro reserve the right to make multiple awards on a per-product basis if it is determined to be in the best interest of Valley Metro.

Awards will be made in a manner that minimizes the number of vendors required, promotes operational efficiency, and offers the best overall value to the LRGVDC Valley Metro. The LRGVDC Valley Metro may consider factors such as price, delivery capabilities, service levels, and the ability to provide multiple products when determining award(s). Vendors may submit proposals for one, several, or all product categories identified in this RFP.

General Terms and Conditions

A response to this RFP does not commit or obligate the Lower Rio Grande Valley Development 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. 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, 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.

Assignment

Respondent may not assign the contract or assign, transfer or delegate, in whole or in part, any of its interest in, or rights or obligations under, the contract without the prior written consent of the LRGVDC, and any attempted or purported assignment, transfer or delegation thereof without such consent shall be null and void.

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 to 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 contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Respondent will disclose in writing to LRGVDC & CED any and all existing or potential conflicts of interest relative to the performance of this RFP.

Any firm who is ultimately selected to provide legal services to the LRGVDC/CED will be prohibited from engaging in or carrying on any legal activity on behalf of any client which is directly adverse to the LRGVDC and CED or their interests, without the specific written consent of the LRGVDC Board of Directors. Waivers will be evaluated on a case-by-case basis. Any firm or attorney engaged to represent the LRGVDC/CED shall have a continuing duty to disclose such information.

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.

Suspension and Debarment

Respondent 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.

Respondent certifies that the offering entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity. Entities ineligible for federal procurement are listed at <http://www.sam.gov>. TEX GOVT CODE § 2155.077

Termination

Termination for Convenience

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency'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 Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency 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 Agency 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 Agency 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 Agency, 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 Agency, 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 Agency'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 Agency setting forth the nature of said breach or default, Agency 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 Agency 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 Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

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.

- Respondent agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

DBE / HUB Subcontracting

- 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. 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. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

No Government Obligation to Third Parties

The Lower Rio Grande Valley Development Council and Proposer acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of this 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 AGENCY, Contractor or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the Contract. Contractor shall 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.

Notification to FTA

If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify the AGENCY, 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 AGENCY, 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 AGENCY and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the AGENCY. 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 AGENCY, 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.

Access to Records and Reports

The contractor shall allow the FTA, the U.S. Department of Transportation, and any duly authorized representatives to inspect and audit all records related to this contract, including financial statements, reports, and other documentation.

Federal Changes

Contractor shall at all times comply with all applicable federal laws, regulations, requirements, policies, procedures, guidance, and directives, including without limitation those listed directly or by reference in the FTA Master Agreement between the Concho Valley Council of Governments and/or Concho Valley Transit District and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the 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.

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 AGENCY that would cause the AGENCY 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

The contractor agrees to comply with all mandatory energy efficiency requirements applicable to federally funded projects and shall apply best practices for energy conservation.

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 AGENCY.

Clean Air and Clean Water Acts Compliance

The contractor agrees to comply with all applicable standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. § 7401-7671q) and the Clean Water Act (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."

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
Offer and Certification Statement

Solicitation Number: _____

Solicitation Ref: _____

State of Texas §

§

County of Hidalgo §

The undersigned, by submitting a response to this Request for Proposals (RFP), hereby proposes and agrees to be bound by all applicable requirements, terms, and conditions set forth in, referenced by, or subsequently issued by amendment to this RFP by the Lower Rio Grande Valley Development Council (LRGVDC) and Valley Metro.

The undersigned further certifies that he/she is legally authorized to submit this proposal on behalf of the firm or entity identified below, and that all statements, certifications, and representations contained in the response are true, complete, and correct to the best of his/her knowledge and belief.

The undersigned acknowledges and understands that the LRGVDC and Valley Metro will rely on the truthfulness, accuracy, and completeness of the information provided in evaluating proposals and making award decisions. Accordingly, the undersigned agrees that any misrepresentation, falsification, or material omission may result in the disqualification of the proposal, suspension or debarment of the proposer in accordance with applicable Federal and Texas State regulations, and/or the termination for cause of any contract awarded pursuant to this RFP.

If awarded a contract under this solicitation, the undersigned agrees to furnish all goods and/or services as specified in the Scope of Work and any negotiated modifications thereto, in full compliance with all applicable federal, state, and local laws and regulations, including but not limited to the Federal Transit Administration (FTA) requirements and Texas procurement statutes.

Firm: _____

Printed Name: _____ Title: _____

Signature: _____ Date: _____

NOTARY ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity stated.

Given under my hand and seal of office this ____ day of _____, 20 ____.

Notary Public Signature: _____

Printed Name of Notary Public: _____

seal

My Commission Expires: _____

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
Non-Collusion Certification Form**

Solicitation Number: _____

Solicitation Ref: _____

State of Texas §

§

County of Hidalgo §

By signing below, the undersigned certifies, under penalty of perjury, that neither the undersigned, nor the firm, corporation, partnership, or institution represented by the undersigned, nor anyone acting on its behalf, has violated the antitrust laws of the State of Texas, codified at Title 2, Section 15.01 et seq. of the Texas Business and Commerce Code, or the federal antitrust laws.

The undersigned further certifies that the bid proposal submitted has not been communicated directly or indirectly to any competitor or any other person engaged in the same line of business, nor has any disclosure been made regarding the terms of this proposal to any such competitor or person.

The undersigned also certifies that no act of collusion, conspiracy, or other unlawful or anti-competitive conduct has occurred in connection with the development or submission of this proposal.

The undersigned affirms that this proposal is made in good faith, independently and without fraud, collusion, or connection of any kind with any other respondent for the same solicitation.

I certify that I am duly authorized to execute this Non-Collusion Certification on behalf of the firm, corporation, partnership, or institution identified below.

Name of Firm: _____

Signature of Authorized Official: _____

Printed Name: _____

Date Signed: _____

NOTARY ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity stated.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public Signature: _____

Printed Name of Notary Public: _____

seal

My Commission Expires: _____



Lower Rio Grande Valley Development Council Debarment and Suspension Certification

Solicitation Number: _____

Solicitation Ref: _____

In accordance with Federal law, specifically the A-102 Common Rule and OMB Circular A-110, and applicable Texas State regulations, including but not limited to the Texas Government Code Section 2155.077, non-federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended, debarred, or otherwise excluded from participation in federal or state programs.

The Lower Rio Grande Valley Development Council (LRGVDC) does not conduct business with parties that have been suspended, debarred, or otherwise declared ineligible by any federal agency or by the State of Texas.

As a condition of submitting a proposal and receiving a contract award, each proposer must certify that neither the proposer nor any of its principals is presently suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department, federal agency, or the State of Texas.

Accordingly, by signing below, I, the undersigned authorized representative of the firm identified herein, hereby certify under penalty of perjury that:

Neither this firm nor any of its principals is presently suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded by any federal agency or the State of Texas.

I am authorized to make this certification on behalf of the firm.

I understand that a false statement may be grounds for rejection of this proposal or termination of any resulting contract.

Name of Firm: _____

Printed Name: _____

Signature of Authorized Official: _____

Title: _____

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 quote 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 Acknowledgement 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 _____

#9 _____

#10 _____

[] *Check if no addenda available for this solicitation.***Name of Firm:** _____**Printed Name:** _____**Signature of Authorized Official:** _____**Title:** _____**Date Signed:** _____