

Lower Rio Grande Valley Regional Transportation Advisory Panel (RTAP)

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (LRGVDC)

301 W RAILROAD STREET

WESLACO, TEXAS 78501

REQUEST FOR PROPOSALS (RFP)

RFP TITLE: LRGVDC 5YR RCTP Plan Update

1. PURPOSE

The Lower Rio Grande Valley Regional Transportation Advisory Panel, herein referred to as RTAP, seeks offers in response to this Request for Proposals (RFP) from planning firms qualified and experienced in the development of long range and strategic plans, in particular firms with experience in the development of Regional Public Transportation Coordination Plans that meet the requirements of the Texas Department of Transportation (TxDOT). The purpose of this work is to develop a major update to the region's current Public Transportation Coordination Plan. This updated document will provide strategic guidance to area transit providers and health and human services agencies, will direct future work plans implemented by RTAP agencies and will provide a framework for funding transit projects through various sources.

2. Schedule of Events

- TxDOT PGA signed and Decision Made to Procure: **March 22, 2021**
- Drafting of Solicitation (RFP, RFQ, 30 days ITB): **April 30, 2021**
- Review by Solicitation team (programmatic, procurement and executive staff): **May 10, 2021**
- TxDOT review procurement process: **May 28, 2021**
- Finalize Solicitation for Issuance: **June 08, 2021**
- Solicitation Advertised: **June 13, 2021**
- Pre-submittal (pre-bid) virtual conference: **June 21, 2021**
<https://global.gotomeeting.com/join/738652533>
- Last day to submit questions: **June 25, 2021**
- Release of Official Response to Questions: **June 29, 2021**
- Response Deadline: **July 06, 2021**
- Public Bid Opening: **July 09, 2021**
- Evaluation of Responses: **July 14, 2021**
- Contract Negotiation (if allowed) and Formation: **July 28, 2021**
- LRGVDC Board Approval - Contract Execution: **August 25, 2021**
- Performance Begins Contract Effective Date: **August 30, 2021**

3. BACKGROUND

The RTAP represents more than 20 organizations that are responsible for providing public transportation services or health and human services or are interested in the coordination of public transit and client transportation services in the Lower Rio Grande Valley region. The goal of the RTAP is to develop and implement a plan for a seamless public transportation system that achieves efficiencies, eliminates duplication, increases coordination, and addresses service gaps. The RTAP receives administrative support from the Lower Rio Grande Valley Development Council (LRGVDC)/Valley Metro. The RTAP developed the original Regional Public Transportation Coordination Plan in 2007. This plan serves as the region's plan required under Fixing America's Surface Transportation Act (FAST Act). The region must update this plan periodically to meet State and Federal requirements.

*The LRGVDC and RTAP 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 consultant of record as having received an RFP. Any changes to the timeline will require RTAP Committee Approval according to established policy.

4. SUBMISSION OF PROPOSALS:

Five (5) original **Technical Proposals**, one (1) **Electronic proposal** and one (1) **cost proposal** broken by fiscal year based on the information in section Part II and it must be sealed and submitted as the offeror's response, subject to the terms and conditions of this Request for Proposals ("RFP"), to:

Please see attachment A for Cost Proposal Form

(If hand delivered)

Mr. Armando Perez, Jr., Asst. Director of
Business Operations
LRGVDC, Bldg. A
301 W Railroad Street
Weslaco, Texas 78501-4705

RFP Title: REGIONAL PUBLIC TRANSPORTATION
COORDINATION PLAN

(If Mailed)

Mr. Armando Perez, Jr., Asst. Director of
Business Operations
LRGVDC, Bldg. A
301 W Railroad Street
Weslaco, Texas 78501-4705

**RFP Title: REGIONAL PUBLIC TRANSPORTATION
COORDINATION PLAN**

ALL PROPOSALS MUST BE RECEIVED IN THE OFFICES OF THE LRGVDC NO LATER THAN 5:00 P.M. CENTRAL TIME, MONDAY, JULY 06, 2021.

The LRGVDC/RTAP is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp at the receptionist area of the LRGVDC shall be the official time of receipt. Proposals received late will not be returned.

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

PART I GENERAL INFORMATION

1. Point of Contact

Questions concerning this RFP must be made in writing and addressed to Armando Perez, Jr., Asst. Director of Business Operations, LRGVDC, Bldg. A., 301 W Railroad Street, Weslaco, Texas 78596-4705, fax: (956) 969-5822. **Upon issuance of this RFP, employees and other representatives of the LRGVDC/RTAP will not answer questions or otherwise discuss the contents of this RFP with any potential respondents or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal. This restriction does not preclude discussions unrelated to this RFP.**

2. Written Questions and Official Responses

All Inquiries and Questions concerning this RFP must be made in writing and address to Armando Perez, Jr., Asst. Director of Business Operations no later than 12:00 Noon. (CT), Monday, June 25, 2021. Telephone inquiries will not be accepted. Questions may be submitted by E-mail at lrgvdc@lrgvdc.org. The LRGVDC will post its responses to the questions received by the deadline electronically on the LRGVDC's web page (www.lrgvdc.org) on Tuesday, June 29, 2021 or as soon thereafter as practical. The LRGVDC will email copies of its official responses to those respondents specifically requesting a copy by E-mail.

If the respondent discovers any ambiguities, conflicts, discrepancies, exclusionary specifications, omissions, or other errors in this RFP, respondent must immediately notify the Asst. Director of Business Operations. If a respondent fails to so notify the Asst. Director of Business Operations, such respondent submits a proposal at its own risk and under such conditions. If the respondent is awarded the contract, then it is not entitled to additional compensation, relief, or time by reason of the error or its later correction.

All respondents will be subject to an evaluation that will be scored by a committee selected by the Regional Transportation Advisory Panel.

Please see attachment B for Evaluation Matrix

3. Deadline for Submission of Proposals

Five (5) original Technical Proposals, one (1) Electronic proposal and one (1) cost proposal broken down by fiscal year based on the information in section Part II. Proposals must be submitted to and received by the LRGVDC Asst. Director of Business Operations no later than 5:00 p.m. (CTZ), on Monday, July 06, 2021. **Faxed responses are not acceptable.** Proposals received after the deadline will not be accepted. The LRGVDC will not consider proposals from respondents that do not submit timely proposals. Respondents are solely responsible for verifying the LRGVDC's receipt of their proposals by the deadline specified above. Late proposals will not be considered under any circumstances.

4. Right to Amend, Modify or Withdraw RFP

The LRGVDC/RTAP reserves the right, in its sole discretion, to amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of the Regional Public Transportation Coordination Plan, if it is in the best interest of the LRGVDC and RTAP. The decision of the LRGVDC/RTAP, or its designee, shall be administratively final in this regard.

Please see attachment C for a complete listing of certifications (PTN-130 Form)

5. Time

The times stated in this document refer to Central Time Zone (CTZ) where appropriate, unless otherwise stated in this document. The LRGVDC's regular office hours are 8:00 a.m. to 5:00 p.m. (CTZ), Monday through Friday, except State and LRGVDC holidays.

6. Rejection of Proposal Response

The LRGVDC may reject a proposal response if:

- The consultant misstates or conceals any material fact in the proposal.
- The consultant does not strictly conform to law or the requirements of the RFP.

The LRGVDC may reject any and all proposal responses and may reject any part of a proposal response. The LRGVDC may also waive any

irregularities in any response whenever it is deemed in the best interest of the LRGVDC to do so.

7. Withdrawal or Modification of Proposal Responses

Proposal responses may be withdrawn or modified prior to the deadline for submission if the request to do so is in writing and on the letterhead of the consultant. Persons bearing such requests must show positive identification of authorization to submit the request. Proposal responses and requests for withdrawal or modification received after the deadline for submission of responses will not be accepted.

8. Clarification/Exceptions to Proposal Specifications

Any consultant in doubt as to the true meaning of the specifications, or other proposal documents or any part thereof, may submit a request for clarification to LRGVDC on or before Friday, June 25, 2021 at 12:00 Noon. CT all such requests shall be made in writing and the person submitting the request shall be responsible for its prompt delivery.

Any interpretation of proposal documents, if made, will be by Addendum duly issues. A copy of such Addendum will be faxed to each person receiving a set of proposal documents. The LRGVDC will not be responsible for any other explanation or interpretation of the specifications made or given prior to the award of the contract.

9. Protest Procedures

A written complaint must be sent by certified mail to LRGVDC's Asst. Director of Business Operations within seven (7) business days and shall identify the following:

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

The protest must be based on an alleged violation of LRGVDC's procurement procedures, a violation of Federal or State law (if applicable), or a violation of applicable contract agreements to which LRGVDC is a party. Failure to receive a procurement contract award from LRGVDC, in and of itself, does not constitute a valid protest.

LRGVDC will provide a response to the protest within fourteen (14) business days that clearly states its position regarding the protest.

10. Commencement of Work

Commencement of work will begin once the Notice to Proceed has been issued.

11. Inquiries and Administrative Guidance

Questions on this RFP must be made in writing to:

Armando Perez, Jr.
Asst. Director of Business Operations
Lower Rio Grande Valley Development Council
Bldg. A
301 W Railroad St
Weslaco, Texas 78501-4705
Or emailed to lrgvdc@lrgvdc.org

Copies of all correspondence of a contractual nature should be sent clearly marked on both the document as well as the covering envelope with the RFP Name. Deadline for questions and inquiries will be Friday, June 25, 2021 at 12:00 Noon. CT.

LRGVDC will issue replies and any other changes by addendum (amendment) and fax them to all parties recorded by LRGVDC as having received the RFP. All such addenda (amendments) issued by LRGVDC prior to the time that proposals are received shall be considered part of the RFP, and the respondents must be required to consider and acknowledge receipt of such in their proposals.

Only replies by formal written addenda (amendments) must be binding. Oral and other interpretations or clarifications will be without legal effect. The respondent must acknowledge receipt of all addenda (amendments) by completing and or emailing the Addendum Response Form to lrgvdc@lrgvdc.org.

The information provided herein is intended to assist consultants in the preparations of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested consultants will sufficient basic information to submit proposals meeting minimum requirements but is not intended to limit a proposal's content or to exclude any relevant or essential data there from. Consultants are at liberty and are encouraged to expand upon the specifications to evidence service capability under any proposal.

PART II FIRMS EXPERIENCE AND BACKGROUND

1. Cover Letter

The cover letter (maximum length: 2 pages) shall be signed by an official, it will summarize the respondents experience and background and indicate why the respondent believes it is the best candidate to undertake this project.

2. Study Approach

This section shall include a detailed outline of the approach to be undertaken for development of this effort and individuals responsible for the deliverables. It must be based on the Scope of Work but provide additional detail on the process to be used in developing the product. The responsibilities of any sub-consulting firms will be clearly noted. The approach should be reasonably accomplished within the project budget.

3. Qualifications of Key Personnel

Submit an organization chart with the proposed management structure and identify the assigned Key Personnel and other support staff necessary to complete the project. Submit resumes for each of the Key Personnel and relevant support staff shown in the organization chart and whom the firm will commit to the performance of this study.

4. Statement of Firm's Experience and Qualifications

The proposing firm should provide background information and examples of work in performing similar projects. No more than five (5) examples undertaken within the last ten (10) years should be provided. Each example should include:

- A brief narrative describing each project.
- Consulting firms' Principal in-Charge.
- Key staff involved.
- Location of firms' office(s) where the work was performed.
- The consulting firms' role on each project, including evidence that the prime consulting firm worked successfully together as a team on these projects.
- Client name and reference for each project.

5. Other Projects

The proposal must indicate other studies currently underway or likely to be undertaken during the study period by those with a principal role in this study, and their role and commitment (as a percentage of available time) to other studies.

6. Pending & Past Litigation

The proposal must include any pending and past litigation for the last five (5) years with descriptions, participating parties involved, purpose and outcome.

PART III PROPOSAL EVALUATION

These are the minimum requirements for the selection procedure to determine the most advantageous and highly qualified proposer based upon demonstrated competence and qualifications. The percentage point total for each category may be adjusted within the category but the category totals will remain the same.

The Regional Transportation Advisory Panel (RTAP) Sub-Committee will rank the proposals, may or may not opt to short list firms based on how many proposals are submitted.

The Regional Transportation Advisory Panel (RTAP) Sub-Committee will then recommend the most advantageous and highly qualified proposer to the Regional Transportation Advisory Panel (RTAP).

After the Regional Transportation Advisory Panel (RTAP) concurs with this recommendation, the Lower Rio Grande Valley Development Council (LRGVDC) will enter into negotiations and request best and final offer. The LRGVDC will also negotiate profit as a separate element of the cost. Once negotiations are concluded, the RTAP will make a recommendation to the Lower Rio Grande Valley Development Council (LRGVDC) stating the RTAP's recommendation based on best and final offer.

The factors below will be used in the ranking/scoring process and are not in any particular order:

Cover Letter (1 Point)

- Does the submittal demonstrate a clear understanding of the project?

Study Approach (24 Points)

- Is the submittal creative in the approach to analyze, detect, and problem solve transit related issues?
- Does the submittal demonstrate geographical knowledge of the study area, local government, and local transit issues?

- Does the submittal demonstrate professional responsibility, financial condition, and resources to sustain the project?

Time Schedule for Completion of Project (10 Points)

- Does the submittal include demonstration of proposed project timeline completion?

Qualification of key Personnel (10 Points)

- Does the submittal include resumes ' of key staff members?
- Does the film have a bilingual staff member to facilitate public involvement?

Statement of Firm's Experience and Qualifications (10 Points)

- Does the submittal include: firm's background, firm experience, references, provision of required skills and disciplines, availability?
- Does the submittal include documentation that is relevant and demonstrates the firm's qualifications?
- Does the submittal demonstrate knowledge of the project and requirements of the regional plan?

Other Projects (8 Points)

- Does the proposed firm demonstrate the ability of staff and resources to complete the project in a timely manner (i.e., overall workload)?

Pending/Past Litigation (2 Points)

- Provides detailed explanation of current, pending, and past litigation during the past five (5) years?

Cost Proposal (35 Points)

- By fiscal year breakdown
- Total Cost

PART IV PROJECT SCOPE, DELIVERABLES AND PERFORMANCE CRITERIA

The respondent will be responsible for submitting a cost proposal with the associated tasks as indicated below.

The respondent will also submit a timeline for completion of each task identified within the desired timeframe (see below for timeframe and tasks).

A. TASKS THAT MUST BE COMPLETED NO LATER THAN DECEMBER 17, 2021

1. To complete an inventory of Transportation Resources for Planning Region 21
 - i. A report on an inventory of transportation resources. This report shall include (a) a description of the methodology used to conduct this inventory,
 - (b) observations/findings/conclusions, (c) recommendations concerning the public transit - human services transportation plan, (d) appendices including data collection forms, assessment documents as applicable, minutes, sign-in

sheets and documentation that essential stakeholders participated in the development and approval of this inventory and report.

- ii. Preliminary draft representing half of the work (half of the associated billable hours) must be complete by November 17, 2021.

Task 1 Analysis of Resources

Review available materials and conduct an inventory of transportation resources including the following elements:

A list and narrative description of transportation providers derived from a current comprehensive inventory of providers including those offering public fixed-route and demand-response services, and those offering services through private, non-profit, community-based organizations, health and human services agencies, workforce agencies, institutions of higher learning (e.g., college, university) and others.

An inventory of all FTA funded transportation providers servicing the region.

An inventory of all agencies responsible for transportation planning in the region.

The consultant will perform the following for Task 1

- Analyze available data and supplement and refine this data as necessary for use in the plan.
- Develop an inventory and report on transportation resources.

Deliverables for Task 1

- Outline of report on transportation resources
 - First draft report on transportation resources
 - Executive Summary on resources
 - Final Report on Inventory of Transportation Resources for Planning Region
- 21

2. To complete a report on a Comprehensive Needs Assessment

- i. A report on a comprehensive needs' assessment. This report shall include (a) a description of the methodology used to conduct this needs assessment concerning the public's transportation needs, (b) observations/findings/conclusions concerning unmet needs and inefficiencies, (c) a discussion of recommendations and implications concerning the public transit - human services transportation plan, (d) appendices including data collection forms, assessment

documents, minutes, sign-in sheets, and documentation that essential stakeholders participated in the development and approval of this comprehensive needs' assessment.

- ii. Updated comprehensive needs assessment representing the other half of the work (with the associate billable hours)
- iii. Please see attachment D for full list of stake holders (RTAP members).

Task 2 Analysis of Needs.

Review available materials and conduct a comprehensive assessment of the public's unmet transportation needs as well as improvements that could be made to the efficiency of service delivery, including the following elements:

Geographic data.

Demographic data on overall population, age, race, income, persons with disabilities, persons with limited English proficiency and other data to indicate need for transportation services.

A list and narrative description of all health and human services agencies and programs and workforce agencies and contact information derived from a current, comprehensive inventory of such agencies.

Assessment of transportation inefficiencies and service gaps including transportation needs of older adults, children, veterans, persons with disabilities, low incomes, limited English proficiency, those served by local-, state- or federally funded health and human services agencies and workforce agencies and others.

Description of research methodology, findings, recommendations, and research instruments.

The consultant will perform the following for Task 2

- Analyze available data and supplement and refine this data as necessary for use in the plan.
- Develop a report on transportation needs.

Deliverables for Task 2

- Outline of report on transportation needs
- First draft report on transportation needs
- Executive Summary on needs
- Final Report on the Comprehensive Needs Assessment for Planning Region 21

B. TASKS THAT MUST BE COMPLETED NO LATER THAN DECEMBER 17, 2021

3. To Complete a report on a GAP Analysis

1. A report on a GAP analysis that includes (a) a description of the methodology used to conduct this GAP analysis, (b) observations/findings/conclusions concerning omissions/gaps in service, (c) a discussion of recommendations and implications concerning the public transit - human services transportation plan.

Task 3 Gap Analysis

Review available materials and conduct a comprehensive assessment to identify gaps in transportation services throughout the region. Identify transportation strategies and assess the organizational structure, infrastructure and process needed to implement strategies and to sustain regionally coordinated transportation planning activities.

The consultant will perform the following for Task 3

- Review results of needs assessment report, transportation resources report and geographic database and identify priority areas for additional services.
- Develop a recommended list of transportation strategies with implementation guidance including potential sponsors and funding sources.
- Develop recommendations for streamlining planning processes among transit providers.
- Work with the RTAP to develop supporting materials for pilot projects as needed.

Deliverables for Task 3

- Draft report identifying transportation gaps.
- Final report on transportation strategies and pilot programs
- Final Gap Analysis Report for Planning Region 21

- a. Please see attachment E for Table of Contents

Task 4 Completed Update to LRGVDC 5YR RCTP Plan

Deliver finalized plan that meets State and Federal requirement and incorporates vision, mission and goals of all stakeholders involved.

The consultant will perform the following for Task 4

- Develop refined Coordination Plan Outline
- Assemble relevant materials including reports and public involvement summaries.
- Develop additional plan content as needed.
- Develop final LRGVDC 5YR RCTP Plan based on feedback from the public and members from the RTAP.

Deliverables for Task 4

- Coordination Plan Outline
- Draft Coordination Plan
- Final LRGVDC 5YR RCTP Plan for Planning Region 21

4. Deliver a complete LRGVDC 5YR RCTP Plan

1. A final updated, LRGVDC 5YR RCTP Plan that includes all required elements. This final plan will include support documentation including, minutes, sign-in sheets and other documentation and approval of this five-year plan.

C. PROGRESS REPORTS

The consultant shall submit bi-weekly progress reports via e-mail to LRGVDC Transit staff for distribution to the RTAP. The reports shall describe significant achievements and problems which have a potential effect on the schedule or costs. They should be sufficiently detailed to assure that directions being pursued are in line with the outcomes and deliverables required by the RTAP and TxDOT in the creation of the Coordination Plan.

**LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL
CONTRACT CONTACT FORM**

Contact for Contract Administration

For use in the event that your firm receives a contract as a result of this RFP, please designate on the attached form, the person whom the LRGVDC may contact, during the period of the contract, for prompt action on matters pertaining to your administration of the contract.

AUTHORIZED ADMINISTRATOR:

NAME: _____ TITLE: _____

ADDRESS: _____

TELEPHONE NO.: _____ FAX: _____

INTERNET EMAIL ADDRESS: _____

Contact for Authorized Negotiator

The person designated below will be authorized to negotiate terms, conditions, and pricing on behalf of your firm until a contract is awarded and can contractually commit your firm.

AUTHORIZED NEGOTIATOR:

This person is authorized to contractually commit your firm.

NAME: _____ TITLE: _____

ADDRESS: _____

TELEPHONE NO.: _____ FAX: _____

INTERNET EMAIL ADDRESS: _____

Attachment A

Cost Proposal	
Title	
Name	
Address	
Telephone number	Title of work
Title total estimated cost of the project will be _____ (amount in dollars). Title project will be completed in a time period of _____ (total number of months). The cost breakdown of the service is provided below:	
Total Material Cost	
Labor cost on a Daily Basis	
Fringe Benefits	
Traveling Expenses	
Cost of equipment	
Equipment Type	Cost Per Equipment
Direct Material Cost	
Consultancy Fees09990	

Attachment B

CRITERIA/ FIRM	Scores
Cover Letter (1 Point)	
Does the submittal demonstrate a clear understanding of the project?	
Study Approach (24 Points)	
Is the submittal creative in the approach to analyze, detect, and problem solve transit related issues? (8 Points)	
Does the submittal demonstrate geographical knowledge of the study area, local government, and local transit issues? (8 Points)	
Does the submittal demonstrate professional responsibility, financial condition, and resources to sustain the project? (8 Points)	
Time Schedule for Completion of Project (10 Points)	
Does the submittal include demonstration of timely project completion from previous projects?	
Qualification of key Personnel (10 Points)	
Does the submittal include resumes of key staff members? (5 Points)	
Does the firm have a bilingual staff member to facilitate public involvement? (5 Points)	
Statement of Firm's Experience and Qualifications (10 Points)	
Does the submittal include: firm's background, firm experience, references, provision of required skills and disciplines, availability? (2 Points)	
Does the submittal include documentation that is relevant and demonstrates the firm's qualifications? (4 Points)	
Does the submittal demonstrate knowledge of the project and requirements of the regional plan? (4 Points)	
Other Projects (8 Points)	
Does the proposed firm demonstrate the ability of staff and resources to complete the project in a timely manner (i.e., overall workload)?	
Pending/Past Litigation (2 Points)	
Provides detailed explanation of current, pending, and past litigation during the past five (5) years?	
Cost Proposal (35 Points)	
Provides cost breakdown by fiscal year and total cost	
TOTAL FOR PROPOSAL (100 POINTS MAXIMUM)	

Attachment C



Consolidated Certification Form

Form PTN-130
(Rev. 6/21)
Page 1 of 11

This form is to assist subrecipients with managing the federal and state clauses related to the procurement they're interested in completing. This document complies with all pertinent federal and state regulations for each procurement type.

To begin, select the procurement's funding source. If TxDOT is the pass-through entity (Direct Recipient), both Federal and State must be checked.

Federal and State State Only

Federal Clauses – Procurement Types Summary:

All FTA-Assisted Third-Party Contracts and Subcontracts

1. No Federal Government Obligations to Third Parties
2. Access to Third Party Contract Records
3. Changes to Federal Requirements
4. Civil Rights (EEO, Title VI & ADA)
5. Incorporation of FTA Terms
6. Energy Conservation
7. Veterans Preference
8. False or Fraudulent Statements or Claims
9. Disadvantaged Business Enterprises (DBE)
10. Fly America
11. ADA Access

Award Exceeding \$10,000

12. Terminating the Contract

Award Exceeding \$25,000

13. Debarment and Suspension

Award Exceeding \$50,000

14. Contracting with the Enemy

Award Exceeding \$100,000

15. Resolution of Disputes, Breaches, or Other Litigation

16. Lobbying Restrictions

Award Exceeding \$150,000

17. Environmental Protection (Clean Air and Water Pollution Control)

All FTA-ASSISTED THIRD-PARTY CONTRACTS AND SUBCONTRACTS

1. No Federal Government Commitment or Liability to Third Parties

Except as the Federal Government expressly consents in writing, the Recipient agrees that:

- A. The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third-Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement; and
- B. Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third-Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third-Party Participant or other entity or person that is not a party (FTA or the Recipient) to the Underlying Agreement.

2. Access to Third-Party Contract Records

The Recipient agrees to require, and assures that each of its Subrecipients will require, its Third-Party Contractors at each tier to provide:

- A. The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all Third-Party Contract records (at any tier) as required under 49 U.S.C. § 5325(g); and
- B. Sufficient access to all Third-Party Contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure.

3. Changes to Federal Requirements

The Recipient agrees to include notice in each Third-Party Agreement that:

- A. Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and
- B. Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

4. Civil Rights

The following Federal Civil Rights laws and regulations apply to all contracts.

- A. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to: a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity. b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
- B. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
- C. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

- D. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.
- E. Equal Opportunity: The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.
- I. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- II. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- III. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.
- IV. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- V. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

5. Incorporation of Federal Transit Administration (FTA) Terms

The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 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 this Contract. The Contractor 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.

6. Energy Conservation

The Recipient agrees to, and assures that its Subrecipients will, comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform

an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

7. Veterans Preference

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- A. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a Third-Party Contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and
- B. Will not 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.

8. False or Fraudulent Statements or Claims

A. Civil Fraud. The Recipient acknowledges and agrees that:

- I. Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31.
- II. By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government.
- III. The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.

B. Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

9. Disadvantaged Business Enterprises

The recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- A. Withholding monthly progress payments;
- B. Assessing sanctions;
- C. Liquidated damages; and/or
- D. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. §26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written

consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

10. Fly America

The recipient agrees to comply with the air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 – 301-10.143.

11. ADA Access

The Recipient agrees to comply with the following federal prohibitions against discrimination based on disability:

A. Federal laws, including:

- I. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities;
- II. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
 - a. For FTA Recipients generally, Titles I, II, and III of the ADA apply; but
 - b. For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer;"
- III. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;
- IV. Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
- V. Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

B. Federal regulations and guidance, including:

- I. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37;
- II. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27;
- III. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38;
- IV. U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39;
- V. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35;
- VI. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36;
- VII. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630;
- VIII. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, subpart F;
- IX. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194;
- X. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609;
- XI. FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and
- XII. Other applicable federal civil rights and nondiscrimination regulations and guidance.

Awards Exceeding \$10,000

12. Termination

All contracts in excess of \$10,000 must address termination for cause by the non-federal entity including the manner by which it will be effected and the basis for settlement.

Awards Exceeding \$25,000

13. Debarment and Suspension

The Recipient agrees to the following:

- A. It will comply with the following requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200.
- B. It will not enter into any "covered transaction" (as that phrase is defined at 2 C.F.R. §§ 180.220 and 1200.220) with any Third-Party Participant that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by—
 - I. U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200;
 - II. U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180; and
 - III. Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended Recipients or Third-Party Participants.
- C. It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 C.F.R. part 1200.
- D. It will ensure that its Third-Party Agreements contain provisions necessary to flow down these suspension and debarment provisions to all lower tier covered transactions.
- E. If the Recipient suspends, debars, or takes any similar action against a Third-Party Participant or individual, the Recipient will provide immediate written notice to the:
 - I. FTA Regional Counsel for the Region in which the Recipient is located or implements the Underlying Agreement;
 - II. FTA Headquarters Manager that administers the Grant or Cooperative Agreement; or
 - III. FTA Chief Counsel.

State of Texas Procurement Contract Clauses

State of Texas - Procurement Types Summary:

All Texas-Assisted Third-Party Contracts and Subcontracts

1. Debarment
2. Family Code Child Support Obligation Certification
3. Debts and Delinquencies Affirmations
4. Disaster Recovery Plan
5. Disclosure of Prior State Employment
6. Entities that Boycott Israel
7. Federal Executive Order 13224 Excluded Parties
8. False Statements
9. Financial Participation Prohibited Affirmation
10. Foreign Terrorist Organizations
11. Disaster Relief Contract Violation
12. Public Information Act
13. Signature Authority
14. State Auditor's Right to Audit
15. Suspension and Debarment
16. Assignment
17. Contracting Information Responsibilities
18. Human Trafficking Prohibition

1. **34 TAC §20.585 Debarment**

The Recipient agrees that The State of Texas, in order to protect the interests of the state may:

- A. Conduct an investigation upon a complaint regarding a contractor's acts and omissions in procurement or performance of that contract where the complaint may constitute cause for debarment;
- B. Cancel one or more of the contractor's active or pending contracts upon a complaint regarding the contractor's acts and omissions in procurement or performance of that contract where the complaint may constitute cause for debarment;
- C. Assess actual damages and costs incurred due to contractor's failure to perform as specified in the contract;
- D. Debar a contractor for a specified period of time; and
- E. Take any other action authorized by law.

2. **§231.006 Family Code Child Support Obligation Certification**

Under Section 231.006(d) of the Texas Family Code, the Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified GRANT and acknowledges that this Agreement may be terminated and payment or grant funds may be withheld if this certification is inaccurate.

3. **§2252.903 Gov't Code Debts and Delinquencies Affirmations**

Sub-recipient agrees that any payments due it under the Agreement shall be applied toward any debt or delinquency that is

owed to the State of Texas.

4. §444.190 Gov't Code Disaster Recovery Plan

In accordance with 13 TAC (Texas Administrative Code) §6.94(a)(9), Sub-recipient shall provide descriptions of its business continuity and disaster recovery plans

5. §2254.033 Gov't Code Disclosure of Prior State Employment

In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, RESPONDENT certifies that it does not employ an individual who has been employed by TxDOT or another agency at any time during the two years preceding the submission of the Response or, in the alternative, RESPONDENT has disclosed in its Response the following:

- A. The nature of the previous employment with TxDOT or the other agency;
- B. The date the employment was terminated; and
- C. The annual rate of compensation for the employment at the time of its termination.

6. §2271.001 Gov't Code Entities that Boycott Israel

Pursuant to Section 2271.001 of the Texas Government Code, Sub-recipient certifies that either:

- A. It meets an exception criterion under Section 2271.002, or
- B. It does not boycott Israel and will not boycott Israel during the term of this Agreement. Sub-recipient shall in a writing to TxDOT state any fact(s) that make it exempt from the boycott certification.

7. Federal Executive Order 13224 Excluded Parties

Sub-recipient certifies that it is not listed on the prohibited vendors list authorized by Executive Order 13224, Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

8. §2155.077(a)(2) Gov't Code False Statements

Sub-recipient represents and warrants that all statements and information prepared and submitted in this document are current, complete, true and accurate. Submitting a false statement or material misrepresentation made during the performance of a contract is a material breach of contract and may void this agreement.

9. §2155.004 Gov't Code Financial Participation Prohibited Affirmation

Under Section 2155.004(b) of the Texas Government Code, Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified agreement/GRANT and acknowledges that this agreement may be terminated, and payment withheld if this certification is inaccurate.

10. §2252.152 Gov't Code Foreign Terrorist Organizations

Sub-recipient represents and warrants that is not engaged in business with Iran, Sudan, or a foreign terrorist organization as prohibited by Section 2252.152 of the Texas Government Code.

11. §2155.006 and 2261.053 Gov't Code Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified agreement/GRANT and acknowledges that this agreement may be terminated and payment withheld if this certification is inaccurate.

12. Chapter 552, Gov't Code and §2252.907 Gov't Code Public Information Act

Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, the Sub-recipient is required to make any information created or exchanged with the State pursuant to the Agreement 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.

13. §2252.0012 Gov't Code Signature Authority

The Sub-recipient represents and warrants that the individual executing this Agreement is authorized to sign this Agreement on behalf of the Sub-recipient and to bind the Sub-recipient.

14. §2262.154 Gov't Code 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.

15. §2155.077 Gov't Code Suspension and Debarment

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

16. §2262.056 (b) Gov't Code Assignment

Sub-recipient shall not assign its rights under the Agreement or delegate the performance of its duties under the Agreement without prior written approval from the TxDOT. Any attempted assignment in violation of this provision is void and without effect.

17. §552.372 Gov't Code Contracting Information Responsibilities

In accordance with Section 552.372 of the Texas Government Code, Sub-recipient agrees to:

- A. preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to TxDOT for the duration of the Agreement,
- B. promptly provide to TxDOT any contracting information related to the Agreement that is in the custody or possession of the Sub-recipient on request of TxDOT, and
- C. on termination or expiration of the contract, either provide at no cost to TxDOT all contracting information related to the Agreement that is in the custody or possession of the Sub-recipient or preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TxDOT. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Agreement and the Sub-recipient agrees that the Agreement can be terminated if the Sub-recipient knowingly or intentionally fails to comply with a requirement of that subchapter.

18. §2155.0061 Gov't Code Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, the Sub-recipient certifies that the individual or business entity named in the Agreement is not ineligible to receive the specified Agreement/GRANT and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Certification to Purchaser

1. The undersigned vendor certifies that the manufactured good(s) furnished will meet or exceed the specifications, and/or that services rendered will comply with the terms of the solicitation or contract.
2. The undersigned vendor certifies that it has read all of the bid, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

Name of Company:

Address:

Telephone:

SS# or Tax ID#:

Printed Name of Person Completing Form:

Signature

Date:

Description of Commodity Service:

Disadvantaged Business Enterprise Information

Type of Organization (check the application type of organization)

Sole Proprietorship General Proprietorship Corporation Limited Partnership Limited Proprietorship

Is your firm a DBE? Yes No

If yes, what type?

Third Party Procurement Contract Provisions

Third Party Procurement Contracting Provisions

Select the additional third-party procurement contracting provisions based on the type of solicitation you're procuring:

**Procurements cannot be combined. Example: Construction procurement and Rolling Stock procurement, use separate PTN 130s for each.*

- 1. Construction Related Clauses**
 - Federal and State
 - State Clauses

- 2. Rolling Stock Related Clauses**
 - Federal and State
 - State Clauses

- 3. Professional Services / Architectural Engineering**
 - Federal and State
 - State Clauses

- 4. Materials & Supplies Related Clauses**
 - Federal and State
 - State Clauses

- 5. Operations / Management Related Clauses**
 - Federal and State
 - State Clauses

Attachment D

**Lower Rio Grande Valley RTAP (Regional
Transit Advisory Panel)
Membership List**
Revised 5/2021

Position	Agency	Name	Title	Proxy	Address	Phone	email
Executive Committee Members							
Chair	LRGVDC-Area Agency on Aging	Jose L. Gonzalez	Director	Elida Carranza	301 N. Railroad Weslaco, Texas 78596	956-682-3481	jgonzalez@lrgvdc.org ecarranza@lrgvdc.org
Vice-Chair	Valley Association for Independent Living (VAIL)	Lidia A. Teran Gutierrez	Program Director	Mario Martinez	3012 N. McColl McAllen, Texas 78501	956-668-8245	lidia.fonseca.vail@gmail.com mmartinez@vailrgv.org lteran@vailrgv.org
Secretary	RGVMPO	Luis Diaz	Assistant Director	VACANT	510 S. Pleasantview Dr. Weslaco, Texas 78596	956-969-5778	ldiaz@rgvmppo.org
	Brownsville Metro	Norma Zamora	Director	Tracie Orcillez	755 International Blvd. Brownsville, TX 78520	956-541-4881	normaz@cob.us tracie.orcillez@cob.us
	City of Brownsville	Mark Lund		Alfonso Vallejo Antonio Zubieta	P.O. Box 911 Brownsville, Texas 78520	956-548-6150	bmpo@cob.us avalaje@cob.us antonio.zubieta@cob.us
	Catholic Charities of RGV	Norma Pimentel	Executive Director	Tracey Perez	700 N Virgen de San Juan Blvd PO Box 1306 San Juan TX 78589	956-702-4088	npimentel@cdb.org tperez@cdb.org
	City of Harlingen	Joel Garza	Special Projects Director	VACANT	502 E. Tyler St. Harlingen, Texas 78550	956-216-5240	jgarza@myharlingen.us
Vice-chair	RGVMPO	Andrew Canon	Director	Luis Diaz	510 S. Pleasantview Dr. Weslaco, Texas 78596	956-969-5778	acanon@rgvmppo.org ldiaz@rgvmppo.org
Chair	LRGVDC-Area Agency on Aging	Jose L. Gonzalez	Director	Elida Carranza	301 N. Railroad Weslaco, Texas 78596	956-682-3481	jgonzalez@lrgvdc.org ecarranza@lrgvdc.org
	McAllen Metro	Mario Delgado	Director	VACANT	1501 W. Highway 83, Ste 100 McAllen, Texas 78501	956-681-3500 956-681-3510	mdelgado@mcallen.net
	Texas Department of State Health Services	Vacant	Vacant	Norma Cavazos	601 W. Sesame Dr. Harlingen, Texas 78550	956-421-5531	norma.cavazos@dshs.texas.gov
	City of South Padre Island-Island Metro	Jesse Arriaga	Director	Richard Martinez Teena Simon	3401 Padre Island Blvd Suite C, South Padre Island, TX 78597	956.761.8178	jarriaga@myspi.org dcarpenter@myspi.org
	Tropical Texas Behavioral Health	Nancy Ochoa	Client Rights Officer	Raquel Rosales	1901 South 24th Avenue Edinburg, TX 78539	956-289-7052	nochoa@ttbh.org Rrosales@TTBH.ORG
Vice-chair	Valley Association for Independent Living (VAIL)	Lidia A. Teran Gutierrez	Program Director	Mario Martinez	3012 N. McColl McAllen, Texas 78501	956-668-8245	mmartinez@vailrgv.org lteran@vailrgv.org
	Valley Metro	Tom Logan	Director	Frank Jaramillo	510 S. Pleasantview Dr. Weslaco, Texas 78596	956-969-5761	tlogan@lrgvdc.org fjaramillo@lrgvdc.org
	Workforce Solutions-Cameron	Sally Perez		Maria Gonzalez	851 Old Alice Rd. Brownsville, Texas 78520	956-548-6700 ext. 4514	sally.perez@wfsccameron.org maria.gonzalez@wfsccameron.org
	Workforce Solutions-Hidalgo, Willacy	Flor Leal	Community Engagement Specialist	John Hershey	3101 W. Highway 83 McAllen, Texas 78501	956 212.8297 956-928-5000	flor@wfsolutions.org
	UTRGV	Rodney Gomez	Director of Parking and Transportation Services	Melissa Sandoval, Parking Manager	1201 W. University Dr, ASTC 135, Edinburg Texas 78539	956.665.2036	rodney.gomez@utrgv.edu melissa.sandoval@utrgv.edu
	Hidalgo County Health and Human Services	Clarissa Guerrero	Executive Assistant- Community Relations	VACANT	1304 S 25th St, Edinburg Texas 78539	956-318-2426 ext 7331	clarissa.guerrero@hchd.org
	La Unión del Pueblo Entero (LUPE)	Martha Sanchez	Organizing Coordinator	Tania Chavez	1601 E. Highway Business 83, San Juan, TX 78589	956-460-2658	marthas@lupenet.org taniac@lupenet.org
	Proyecto Azteca	Ann Williams Cass	Organizing Coordinator		1301 E Bus 83, San Juan, TX 78589	956-702-3307	anncass@aol.com
	LRGVDC	Manuel Cruz	Executive Director		301 W. Railroad, Weslaco TX 78596	956-970-1188	mcruz@lrgvdc.org
	South Texas College	Alina Cantu	Director of Transportation Services	Lizette Blake	2509 W. Pecan Blvd, McAllen TX 78501	956-872-3879	acantu_8475@southtexascollege.edu
	Cameron County Emergency Management	Tom Hushen	Cameron County Emergency Management Coordinator		964 E. Harrison St., 2nd Floor Brownsville, Texas 78520	956-547-7000	tom.rushen@co.cameron.tx.us
	Hidalgo County Emergency Management	Ricardo Saldana	Hidalgo County Emergency Management Coordinator		1124 N. M Road, Edinburg, TX 78542	956-318-2615	ricardo.saldana@co.hidalgo.tx.us
Ex-Officio Members							
	Texas Department of Transportation	Irma Flores	Public Transportation Coordinator	Joanna Saenz	600 W Interstate 2 Pharr, Texas 78577	956-702-6147 956-702-6314	irma.flores@txdot.gov joanna.saenz@txdot.gov
	Migrant Health Promotion	Eli Mancillas	Program Director	Ana Longoria, Program Director	3102 E. Business 83 Ste G. Weslaco, TX. 78596	3600 956-205-1157	emancillas@mhpsalud.org
	Veterans VA Clinic	Fred Lane	Texas Valley Coastal Bend Mobility Manager	N/A	4501 W US Hwy 83, McAllen Texas 78501	956.291.9000	fred.lane@va.gov
	Rio South Texas Economic Council	Matt Ruszczak	Executive Director	N/A	301 W Railroad St, Weslaco TX 78501	956.647.7832	matt@riosouthtexas.com

Attachment E
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Executive Summary

Attachment E

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EXECUTIVE SUMMARY

I. INTRODUCTION

This section shall include a general description of the background and purpose of this five-year plan and the methodology used to develop it including a description of how the development and approval process engaged priority populations including individuals with disabilities and individuals 65 and older.

II. TRANSPORTATION RESOURCES IN THE REGION

This section shall include a list and narrative description of:

- Transportation providers derived from a current, comprehensive inventory of providers including those offering public fixed route and demand-response services, and those offering services through private, non-profit, community-based organizations, health and human services agencies, work force agencies, and others. On August 31, 2015, the Public Transportation Division, under contract with the Texas A & M Transportation Institute (TTI), updated the 2013 provider inventory. TTI will obtain information directly from recipients of funding from the Federal Transit Administration (FTA). **Lead agencies shall survey non-FTA recipients for inclusion in the inventory.**
- All agencies responsible for transportation planning in the region.

III. COMPREHENSIVE ASSESSMENT OF THE PUBLIC'S UNMET TRANSPORTATION NEEDS, ASSESSMENT OF OVERLAPS & GAPS IN THE DELIVERY OF TRANSPORTATION SERVICES & GAP ANALYSIS

This section shall be based on a current, comprehensive regional needs assessment and gap analysis and include a narrative description with supporting data explaining the region's unmet needs and inefficiencies based on findings from this need's assessment. This section shall include:

- Geographic data
- Demographic data on overall population, age, race, income, persons with disabilities, persons with limited English proficiency, and other data to indicate need for transportation services.
- A list and narrative description of all health and human services agencies and programs, and work force agencies, and contact information derived from a current, comprehensive inventory of such agencies.
- Assessment of transportation overlaps and gaps in services including unmet transportation needs of individuals with disabilities, individuals 65 and older, people with low incomes, individuals with limited English proficiency, children, veterans, people lacking transportation to and from employment and other members of the public.
- A description of the research methodology, observations/findings, and recommendations.
- Research instruments.

IV. PLANNING FOR COMPREHENSIVE SERVICES

This section shall describe how this five-year plan integrates services of various programs including:

- Section 5310 (Enhanced Mobility of Seniors and Individuals with Disabilities) program and other FTA-funded programs
- Health and human services programs
- Work force programs
- Other

V. INTEGRATED PLANNING PROCESSES

This section shall describe how this five-year public transit-human services transportation plan will align or integrate with other metropolitan, rural, and statewide transportation plans, as appropriate. This section shall include a:

- Comprehensive list and narrative description of various planning processes concerning transportation needs and/or services conducted in the planning region such as those led by metropolitan planning organizations (MPOs), rural planning organizations (RPOs), other transportation agencies, work force agencies, health and human services agencies, and others.
- Explanation of how these plans are or will be integrated.

VI. VISION, MISSION, GOALS AND OBJECTIVES

This section shall include vision and mission statements as well as clearly articulated goal(s) and objectives for achieving the goal(s). Lead agencies shall determine the vision and mission statements, goals and objectives using a deliberative process actively involving the steering committee and other stakeholders including riders and potential riders. Lead agencies and other stakeholders shall collaboratively prioritize objectives (identifying those that are short- or long-term) and address implementation based on time, resources, and feasibility.

VII. SUSTAIN PLANNING & IMPLEMENT PLAN

This section shall describe the planning region's capacity to sustain regional transportation planning activities and to implement or "work the plan" once it is developed and approved. This shall include a description of:

- Organizational infrastructure, staff capacity, and plans for leveraging resources to conduct and pay for activities and projects to achieve identified priorities.
- How the lead agency will regularly and meaningfully engage regional stakeholders including individuals with disabilities, individuals 65 and older, people with low incomes, veterans, advocates for children, and other members of the public.

VIII. PERFORMANCE MEASURES TO EVALUATE EFFECTIVENESS

This section shall list and describe specific, locally determined metrics for each identified gap in transportation service (or for each priority identified in the plan). Each metric shall objectively measure the extent to which each priority was met or how the gap was filled. This section shall describe how the lead agency will collect, maintain, and assess this data. In addition, this section shall describe how the lead agency will collect, maintain and provide data on statewide performance measures to the Texas Department of Transportation which will collect common data elements statewide. The statewide performance metrics are listed on page 21 of the Regionally Coordinated Transportation Planning Guidebook.