

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: REGIONAL PUBLIC TRANSPORTATION COORDINATION PLAN

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 delivers mutually signed PGA **September 01, 2015**
- Subcommittee will finalize scoring matrix by **March 31, 2016**
- RFP issued by **April 24, 2016**
- RFP Document released/available on **April 24, 2016**
- Deadline for submittal of questions by potential consultants **May 2, 2016**
- Deadline for procurement to answer questions **May 13, 2016**
- Due date for proposals **May 20, 2016 @ 5:00 PM**
- Subcommittee will review and rank the proposals by **May 23, 2016**
- RTAP will convene and select proposal and approve entering into contract on **May 24, 2016**
- LRGVDC Board approval required on **May 25, 2016**
- Issue notice to proceed on **May 26, 2016**

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 bi-county 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) Transit Department. The RTAP developed the Regional Public Transportation Coordination Plan in 2007. This plan serves as the region's plan required under Map-21. 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. Victor Morales, Procurement Director
LRGVDC
301 W Railroad Street
Weslaco, Texas 78501-4705

RFP Title: REGIONAL PUBLIC TRANSPORTATION
COORDINATION PLAN

(If Mailed)

Mr. Victor Morales, Procurement Director
LRGVDC
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, FRIDAY, MAY 13, 2016.

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 Victor Morales, Procurement Director, LRGVDC, 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 Victor Morales, Procurement Director no later than 12:00 Noon. (CTZ), Monday, May 2, 2016. Telephone inquiries will not be accepted. Questions may be submitted by fax and or E-mail at vmorales@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 Friday, May 13, 2016, or as soon thereafter as practical. The LRGVDC will fax copies of its official responses to those respondents specifically requesting a copy by fax or E-mail.

If the respondent discovers any ambiguities, conflicts, discrepancies, exclusionary specifications, omissions, or other errors in this RFP, respondent must immediately notify the Procurement Director. If a respondent fails to so notify the Procurement Director, 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 Procurement Director no later than 5:00 p.m. (CTZ), on Friday, May 20, 2016. **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 B 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 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 Wednesday, March 11, 2016 at 12:00 Noon. CTZ 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 Procurement Officer 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:

Victor Morales
Procurement Director
Lower Rio Grande Valley Development Council
301 W Railroad St
Weslaco, Texas 78501-4705
Or faxed (typed) to (956) 969-5822

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 Monday, May 2, 2016 at 12:00 Noon. CTZ.

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/faxing the Addendum Response Form to LRGVDC at (956) 969-5822.

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 firm 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 JULY 31, 2016

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 July 31, 2016.

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 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

II.

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 associated billable hours)
- iii. Please see attachment D for full list of stakeholders (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, 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 JANUARY 31, 2017

3. To Complete a report on a GAP Analysis

- i.** 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 Five Year Public Transit Human-Services Transportation 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 Five Year Public Transit Human-Services Transportation Plan based on feedback from the public and members from the RTAP

Deliverables for Task 4

- Coordination Plan Outline
- Draft Coordination Plan
- Final Five Year Public Transit Human-Services Transportation Plan for Planning Region 21

4. Deliver a complete Five Year Public Transit Human-Services Transportation Plan

- i. A final updated, Five – Year Public Transit Human-Services Transportation 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: _____

Cost Proposal

Title	
Name	
Address	
Telephone number	Title of work
<p>The total estimated cost of the project will be _____ [amount in dollars]. The project will be completed in a time period of _____ [total number of months]. The cost breakdown of the service is provided below:</p>	
Total Material Cost	
Labor cost on a Daily Basis	
Fringe Benefits	
Traveling Expenses	
Cost of equipments	
Equipment Type	Cost Per Equipment
Direct Material Cost	
Consultancy Fees	

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)	



Consolidated Certification Form

I. FOR ALL BIDS:

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. Vendors are certifying by reference the entire list of FTA FY 2016 Certifications and Assurances, and shall download the same at:
http://www.fta.dot.gov/documents/2016_Certs_and_Assurances.pdf

A. Disadvantaged Business Enterprises (DBE) Certification

The vendor will provide products compliant with 49 CFR 26.49 regarding the vehicle manufacturer's overall DBE goal.

B. Access to Third Party Contract Records

As required by 49 U.S.C. § 5325(g). The VENDOR agrees provide sufficient access to records as needed to assure proper project management and compliance with Federal laws and regulations.

C. Interest of Members of or Delegates to Congress

The vendor certifies that no member of or delegate to the Congress of the United States (US) shall be admitted to any share or part of this contract or to any benefit arising therefrom.

D. Prohibited Interest

The vendor certifies that no member, officer or employee of the Public Body or of a local public body during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

E. Cargo Preference - Use of United States-Flag Vessels

The vendor agrees: a. to use privately owned US -Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the US or within 30 working days following the date of loading for shipments originating outside the US, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading).

F. Energy Conservation

The vendor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

G. No Obligation by the Federal Government.

The Purchaser and vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract).

H. Program Fraud and False or Fraudulent Statements or Related Acts

The vendor acknowledges that the provisions of 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, apply to its actions pertaining to this project. The vendor certifies truthfulness and accuracy of any statement it makes pertaining to the FTA-assisted project. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as deemed appropriate. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement submission, or certification to the Federal Government relating to the FTA-assisted project, per 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, as deemed appropriate.

I. Contract Work Hours

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor & any subcontractor responsible therefore shall be liable for unpaid wages and shall be liable to the United States for liquidated damages which shall be computed for each individual laborer, mechanic, watchman or guard employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day that an individual was required / permitted to work over 40 hours in a workweek without payment of overtime wages required by the clause in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The purchaser shall upon its own action or upon written request of the Department of Labor (DOL) withhold or cause to be withheld, from any money payable for work performed by the contractor or subcontractor under any contract or other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as set-forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall include the clauses set forth in this section and require the same from subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these clauses.

(5) **Payrolls and basic records** - Payrolls and related basic records shall be maintained by the contractor during the course of the work and preserved for three years thereafter for all laborers and mechanics working at the work site (or under the United States Housing Act of 1937 or the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records showing that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records of the costs anticipated or actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of registration of apprenticeship programs, certification of trainee programs, registration of the apprentices and trainees, and ratios & wage rates prescribed in applicable programs.

J. Civil Rights

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act (CRA), as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, the vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VI of the CRA, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The vendor agrees to take affirmative action to ensure that applicants are employed & treated during employment without regard to their race, color, creed, national origin, sex or age. Action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of

pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. §§623 and 49 U.S.C. §5332), the vendor agrees to refrain from discrimination against present and prospective employees for reason of age. and comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act (42 U.S.C. §12112), the contractor agrees to comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. and to comply with any implementing requirements FTA may issue.

K. Altoona Test Certification (for rolling stock purchases) (Check one of the following):

- The vehicle has been Altoona tested, report number: _____
- The vehicle is exempt from testing IAW 49 CFR 665.
- The vehicle is currently being tested at Altoona.

Funds will not be released until the purchasing agency gets a copy of the Altoona test report, as appropriate, per 49 CFR 665.

L. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions 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 FTA circular 4220.1F 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 Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any transit agency requests which would cause the transit agency to violate FTA terms and conditions.

M. Application of Federal, State, & Local Laws, Regulations, & Directives (Federal Changes)

The VENDOR agrees that Federal laws and regulations control project award and implementation. The VENDOR understands and agrees that unless the recipient requests FTA approval in writing, the VENDOR may incur a violation of Federal laws or regulations or this agreement if it implements an alternative procedure or course of action not approved by FTA. The VENDOR understands and agrees that Federal laws, regulations, and directives applicable on the date on which Federal assistance is awarded may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date the project agreement is effective, and might apply to that project agreement. The VENDOR agrees that the most recent versions of such Federal laws, regulations, and directives will apply to the administration of the project at any particular time.

N. Right of the State Government to Terminate

Upon written notice, the VENDOR agrees that the State Government may suspend or terminate all or any part of State assistance if terms of the project agreement are violated, if the State Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of State assistance for the Project., if reasonable progress on the Project is not made, if there is a violation of the project agreement that endangers substantial performance of the Project, or if the State Government determines that State assistance has been willfully misused by failing to make appropriate use of Project property. Termination of State assistance for the Project will not typically invalidate obligations properly incurred before the termination date to the extent those obligations cannot be canceled. The State Government reserves the right to require the refund of the entire amount of State assistance provided for the Project or a lesser amount.

O. Disputes, Breaches, Defaults, or Other Litigation

The VENDOR agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. Notification to FTA. The VENDOR is aware that recipients of Federal assistance must notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the administration or enforcement of Federal laws or regulations. If the Federal Government is to be named as a party to litigation for any reason, in any forum, the appropriate FTA Regional Counsel is to be notified in writing before doing so.

b. Federal Interest in Recovery. The VENDOR is aware that the Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery.

c. Enforcement. The VENDOR agrees to pursue its legal rights and remedies available under any third party contract or available under law or regulations.

d. FTA Concurrence. The VENDOR is aware that FTA reserves the right to concur in any compromise or settlement of any claim involving the Project.

e. Alternative Dispute Resolution. The VENDOR is aware that FTA encourages the use of alternative dispute resolution procedures, as may be appropriate.

f. Agency Process.

Transit agency enters dispute resolution process here. **ARTICLE V**

LEGAL AND CONTRACTUAL REMEDIES

PART A: RESOLUTION OF CONTROVERSIES

5-101 Resolution of protested solicitations and awards

1. Procedure

- a. *A protest must be submitted to the **LRGVDC** designated official 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) *Wwritten notice of the date, time and place of the hearing;*
 - (2) *Aan opportunity to present evidence;*
 - (3) *Aa written decision within 60 days after the hearing; and*
 - (4) *Nnotice of appeal rights.*

2. Appeals

- a. **Appeals from the LRGVDC decisions to the grantor agency are limited to:**
 - (1) **Vviolations of federal law or regulations and the standards of Section __.36 of the Uniform Administration Requirements for Grants and Cooperative Agreements to State and Local**

Governments; and

(2) Violations of the LRGVDC's protest procedures for failure to review a complaint or protest.

- b. *Protests received by the grantor agency, other than as specified in subsection (a) above, are to be referred to the LRGVDC.*
- c. **Such appeal may be made only after exhausting all administrative remedies through the LRGVDC.**

5-102 Disclosure

- 1. **The LRGVDC shall disclose all information regarding a protest to the grantor agency.**

5-103 Resolution of contract disputes

- 1. *Upon breach or default, the Executive Director shall give the contractor written notice of default. If the default is not remedied to the satisfaction and approval of the LRGVDC within [30] working days of receipt of such notice, default will be declared.*
- 2. *Upon breach of contract or default, the LRGVDC may exercise any and all of its rights afforded by law, including but not limited to:*
 - a. *Taking possession of the assigned premises and any fees accrued or becoming due to date; or*
 - b. *Taking possession of all goods, fixtures and materials and may foreclose its lien against any personal property, applying the proceeds towards any deficiencies, fees due or becoming due under the agreement.*

P. Fly America

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Q. Recycled Products

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR 247.

R. Access for Individuals with Disabilities

The VENDOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and

facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The VENDOR also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with 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; and with 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; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the VENDOR agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/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; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

II. Federal Motor Vehicle Safety Standards (FMVSS) Certification (for rolling stock purchases)

Any vehicles provided by the vendor will comply with all applicable FMVSS. The vendor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

FMVSS Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

III. REQUIRED CLAUSES FOR BIDS OVER \$100,000:

The vendor agrees to include the following in subcontracts exceeding \$100,000 financed by the FTA, and certifies the following:

A. Debarment and Suspension

The vendor hereby certifies that it and its principals have not presently or within a three year period been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal agency; and the vendor hereby certifies that it and its principals have not presently or within a three-year period been convicted of or had a civil judgment rendered against them for the commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

B. Clean Water & Air

The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401 *et seq.* The vendor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the FTA and the EPA.

IV. REQUIRED CERTIFICATIONS FOR BIDS OVER \$100,000:

The vendor agrees to include the following in subcontracts exceeding \$100,000 financed by the FTA, and certifies the following:

A. Buy America (Check where applicable):

- The vendor or offeror hereby certifies it will comply with the requirements of 49 USC 5323(j) and the applicable regulations in 49 CFR 661, providing Buy America compliant manufactured goods.
- The vendor or offeror cannot comply with the requirements 49 USC 5323(j), but may qualify for an exception to the requirement pursuant to the regulations in 49 CFR 661.

Buy America Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

B. Non-Lobbying

The undersigned certifies to the best of his or her knowledge and belief that:

1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Lobbying and Disclosure Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

V. SPECIAL PROJECT TYPE PROVISIONS - the following addenda are attached and endorsed as appropriate:

- A. Construction or Architectural & Engineering Projects
- B. Transit Operations or Management Projects
- C. Intelligent Transportation System or Research & Development

VI. CERTIFICATION TO PURCHASER:

- A. 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.
- B. 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	
	Printed Name of Person Completing Form	
Telephone	Signature	
Date	SS# or Tax ID #	
Description of Commodity or Service		
Disadvantaged Business Enterprise Information	Type of Organization (circle)	
	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> General Proprietorship
Is your firm a DBE? <input type="checkbox"/> (yes) <input type="checkbox"/> (no)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Partnership
If yes, what type?	<input type="checkbox"/> Limited Proprietorship	



Consolidated Certification Form Addendum C - Planning, Research & Development, or ITS Projects

A. Rights in Data -

The following requirements apply to each contract involving experimental, developmental or research work:

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

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. §18.34 and 49 C.F.R. §19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. 1. Any subject data developed under that contract, whether or not a copyright has been obtained; and 2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights -

The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

C. National Intelligent Transportation Systems Architecture and Standards -

To the extent applicable, the Recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU §5307(c), 23 U.S.C. §512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Planning, Research & Development, ITS Project Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

Lower Rio Grande Valley
Regional Transit Advisory Panel
Membership List
Revised 04/16

Position	Agency	Name	Title	Proxy	Address	Phone	email
Executive Committee Members							
Chair	McAllen Metro	Mario Delgado	Director	VACANT	1501 W. Highway 83, Ste 100 McAllen, Texas 78501	956-681-3500 956-681-3510	esuarez@mcallen.net mdelegado@mcallen.net
Vice-Chair	Town of South Padre Island-Island Metro	Jesse Arriaga	Director	Debbie Carpenter Richard Martinez Teena Simon	4601 Padre Blvd. Padre Island, Texas 78597	956-761-3245	jarriga@townspi.com
Secretary	Workforce Solutions-Hidalgo, Willacy	Flor Leal		John Hershey	3101 W. Highway 83 McAllen, Texas 78501	956-212-8297 956-928-5000	johnh@wfsolutions.org flor@wfsolutions.org
	Brownsville Metro	Norma Zamora	Director	Monica Tellam	755 International Blvd. Brownsville, TX 78520	956-541-4881	normaz@cob.us monica.tellam@cob.us
	Brownsville MPO	Mark Lund	Director	Alfonso Vallejo	P.O. Box 911 Brownsville, Texas 78520	956-548-6150	bmpo@cob.us avallejo@cob.us
	Catholic Charities of RGV	Norma Pimentel	NA	Traci Perez	1910 University Blvd. P.O. Box 2279 Brownsville, Texas 78522	956-542-2501 956-541-0220 956-702-4088	npimentel@cdob.org tperez@cdob.org ligarza@myharlingen.us arocha@myharlingen.us
	Harlingen-San Benito MPO	Joel Garza	Director	Alex Rocha	502 E. Tyler St. Harlingen, Texas 78550	956-216-5240	acanon@hcmpo.org mchampine@hcmpo.org ldiaz@hcmpo.org
	Hidalgo County MPO	Andrew Canon	Director	Maria Champine Luis Diaz	510 S. Pleasantview Dr. Weslaco, Texas 78596	956-969-5778	igonzalez@lrgvdc.org ecarranza@lrgvdc.org
	LRGVDC-Area Agency on Aging	José Gonzalez	Director	Elida Carranza	301 N. Railroad Weslaco, Texas 78596	956-682-3481	mdelegado@mcallen.net
	McAllen Metro	Mario Delgado	Director	VACANT	1501 W. Highway 83, Ste 100 McAllen, Texas 78501	956-681-3500 956-681-3510	
	Texas Health and Human Services Commission	Leonel Vela	Border Specialist	Norma Cavazos Laura Ozuna	4501 W. Business 83 McAllen, Texas 78501	956-971-1288	laura.ozuna@hhsc.state.tx.us norma.cavazos@hhsc.state.tx.us leonel.vela@hhsc.state.tx.us
	Town of South Padre Island-Island Metro	Jesse Arriaga	Director	Debbie Carpenter Richard Martinez Teena Simon	4601 Padre Blvd. Padre Island, Texas 78597	956-421-5531	jarriga@townspi.com
	Tropical Texas Behavioral Health	Nancy Ochoa	Client Rights Officer		1901 South 24th Avenue Edinburg, TX 78539	956-289-7052	nchoa@ttbh.org
	Valley Association of Independent Living (VAIL)	Mario Martinez	Independent Living Specialist	Lidia A. Teran Gutierrez	3016 N. McCall Suite B. 3012 N. McCall McAllen, Texas 78501	956-668-8245	mmartinez@vailrgv.org lteran@vailrgv.org

Valley Metro	Tom Logan	Director	Gabriel Zuniga Maribel Contreras	510 S. Pleasantview Dr. Weslaco, Texas 78596	956-969-5761	tlogan@lrgvdtransit.org gzuniga@lrgvdtransit.org mcontreras@lrgvdtransit.org
Workforce Solutions-Cameron	Sally Perez		María Gonzalez	851 Old Alice Rd. Brownsville, Texas 78520	956-548-6700 956-548-6700 ext. 4514	sally.perez@wfscameron.org maria.gonzalez@wfscameron.org
Workforce Solutions-Hidalgo, Willacy	Flor Leal		John Hershey	3101 W. Highway 83 McAllen, Texas 78501	956-212-8297 956-928-5000	johnh@wfsolutions.org flor@wfsolutions.org
Ex-Officio Members						
Texas Department of Transportation	Gracie Cantu	Public Transportation Coordinator	Irma Flores	600 W Interstate 2 Pharr, Texas 78577	956-702-6147 956-702-6314	graciela.cantu@txdot.gov irma.flores@txdot.gov
Le Fleur	Ben Escobar		Joel Cura	1920 South east Industrial Drive, Suite A Edinburg, Texas	956-279-2468 956-316-0251	ubence.escobar@lefeur.net joel.cura@lefeur.net
Valley Transit Company	Robert Farris	Owner	N/A	P.O. Box 530010 Harlingen, Texas 78553	956-423-4710	RobertRFarris@aol.com
Hidalgo County Commuter Rail District	Jim Edge	Pastor/Chair of HCCRD	N/A	Immanuel Lutheran Church Mercedes, Texas 78570	956-565-1518	jmedge1@msn.com
Migrant Health Promotion	Rachel Udow	Grant Writer/Program Director		437 S. Texas Blvd., Weslaco, Texas 78596	Ph: 956-968-3600 956-640-8871 Ext. 1004	rudow@mhbosalud.org
Veterans VA Clinic	Hector Garza	Veterans Transportation Service Mobility Manager		2601 Veterans Dr. RM 1B140 Harlingen Texas 78550	Ph: 956.291.9041 956.291.9000 ext. 69041	hector.garza@va.gov
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	rodnev.gomez@utrgv.edu melissa.sandoval@utrgv.edu

TABLE OF CONTENTS

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. By August 31, 2015, the Public Transportation Division, under contract with the Texas A & M Transportation Institute (TTI), will update 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 needs 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 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 gap 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.