



REQUEST FOR QUALIFICATIONS
RFQ #2020-0001
Public Transportation Consulting Services

Issue Request for Qualifications:	5/01/2020
Deadline for Written Questions 12 Noon CDT	5/06/2020
Issue Response to Questions 12 Noon CDT	5/11/2020
Proposal Due by 12 noon CDT	5/29/2020
Opening Bid Date	5/29/2020
Award Contract to Successful Respondent	6/03/2020

Request for Letters of Professional Qualifications

Qualified professional individuals/firms interested in responding to this Request for Qualifications should include information requested in the following paragraphs. All information shall have been updated within the past three (3) months. Failure to provide the information requested or falsification of any information provided shall result in disqualification of the firm.

REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR PUBLIC TRANSPORTATION CONSULTING SERVICES

ACKNOWLEDGMENT OF RECEIPT

Please fill in the requested information below as acknowledgment that you have received the Request for Professional Qualifications noted above. If your firm is interested in participating, this sheet must be completed and returned or faxed to:

Ms. Gloria Ramos, Executive Director
Rural Economic Assistance League, Inc.
301 Lucero Street
Alice, Texas 78332
Phone: (361) 668-3158
Fax: (361) 664-9695
E-mail: Gloria.ramos@realinc.org

Name of Firm: _____

Address: _____

City, State Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail: _____

_____ YES, our company does have an interest in responding.

_____ NO, our company does not have an interest in responding.

Name: (Print) _____ Title: _____

Signature: _____ Date: _____

NOTICE TO RESPONDENTS
PLEASE RETURN THIS FORM UPON RECEIPT

Rural Economic Assistance League, Inc.

INVITATION

Rural Economic Assistance League, Inc. (REAL, Inc.) is seeking consulting services to implement a turn-key project called "Power Up REAL Project" that consists of 1) conducting an assessment of back-up generator(s) placements to withstand natural/unnatural disasters; 2) purchase, install and test back-up generators.

(Request for Qualifications)

DESCRIPTION	NUMBER	OPENING
Request for Statements of Qualifications for Public Transportation Consulting Services	2020-0001	May 29, 2020 3 pm CST

Sealed Responses for Request for Qualifications will be received by Rural Economic Assistance League, Inc., located at 301 Lucero Street, Alice, TX 78332, (361) 668-3158, email: martin.ornelas@realinc.org

Copies of the Invitation for Bids documents consisting of specifications, general requirements or other information may be obtained at REAL, Inc. from Martín Ornelas, Director, located at 301 Lucero Street, Alice, TX 78332, (361) 668-3158, email: martin.ornelas@realinc.org.



Gloria Ramos
Executive Director

SECTION 1. - GENERAL

Rural Economic Assistance League, Inc. is seeking Request for Qualifications from firms for Public Transportation Consulting Services in the turn-key project implementation of "Power Up REAL Project."

SECTION 2. - SCOPE OF SERVICES

REAL is seeking services to implement a turn-key project called "Power Up REAL Project." The turn-key project to be secured requires the respondent to conduct a placement assessment of where the two back-up generators should be placed (in two different localities) in order to withstand potential future natural/unnatural disasters (flooding, hurricane winds) and maintain REAL's Transportation system connected. The selected respondent will be responsible for ensuring that the appropriate placement meets with all applicable local/state/federal regulations and codes. The selected respondent will also procure two (2) back-up generators (Generac or comparable product), all needed materials, LP Gas tanks (capital equipment) that meets the following minimum system requirements: 15KW Generators with 200 amp automatic transfer switches maintained by LP Gas tanks. As a turn-key project, selected respondent is expected to complete all phases of the project within existing approved budget and within the agreed upon timeline.

The selected individual or firm shall be responsible for the following additional tasks that are part of the scope of services:

- Project is completed within a 45-day window
- Individual assessments identifying appropriate placement of propane gas tanks and generators
- Certification that propane gas tanks and generators meet all local/county/state requirements
- Oversee all aspects of any potential construction related to propane gas tank lines.
- Submit mid-point progress and submit final report with all deliverables performed.
- Comply with all applicable federal, state, or agency procurement guidelines

SECTION 3. - PROJECT SCHEDULE

The selected individual or firm shall be prepared to allow for a timely and efficient project commencement and completion schedule within a 45-day window after contract is awarded. Selected individual or firm must be able to commit resources to the respective projects(s) to ensure adherence to project schedule and timely reimbursement of costs incurred.

SECTION 4. - CONTRACT TYPE

The contract between the successful individual or firm and REAL, Inc. will be for solely the consultation services described above under Scope of Work and for the maximum dollar amount agreed upon in the awarded contract.

SECTION 5. - QUALIFICATIONS

The selected individual or firm must possess the ability, experience, and reputation for quality service necessary to produce high quality and functional projects. To ensure the selected bidder can provide an acceptable level of service to REAL, Inc., the following minimum qualifications must be met:

- Experience in ability to direct, coordinate and prepare assessments and meet agreed upon timelines.
- Carry adequate professional liability insurance and the insurance must be maintained for the duration of the contract. A copy of the insurance must be provided to REAL, Inc. upon approval of the contract.

SECTION 6. - SELECTION

A selection committee will select one (1) bidder from those responding to this Request for Qualifications, which appear best qualified relative to the evaluation criteria listed herein. The highest ranked individual or firm will be recommended for entering into a contract. Negotiations will be initiated with the highest ranked individual or firm rated highest to define a detailed scope of work and services. REAL, Inc. will request a fee proposal and cost breakdown for evaluation and negotiation. If a mutually satisfactory agreement cannot be reached with the highest ranked individual or firm, negotiations will be terminated and the second highest individual or firm shall be considered. The negotiation process will be repeated and so on until a mutually satisfactory agreement has been reached. When such an agreement is reached, a recommendation will be made to the Executive Director to execute a contract pursuant to the agreement and subject to the availability of funding. REAL, Inc. reserves the right to reject any proposal at its sole discretion.

SECTION 7. - PROPOSAL CONTENTS

The Request for Qualifications should be organized in the following format. Elements listed under each part must be included in the submittal:

- **Technical**
Describe the approach to be taken in addressing the proposed scope of work. This is to include delineation of specific tasks to be undertaken.
- **Management and staffing**

Describe the management plan to be used, staffing configurations and related information. This is to include a project schedule showing proposed start and completion dates for all major tasks within a 45-day time schedule.

- **Prior related experience**

Describe the background and experience of the primary and is appropriate any sub-consultants. This section should be a concise document, which shall include the following information.

- A. Relative experience:**

A brief summary is required of the work accomplished by the individual or firm or its present personnel in similar engagements and cities in the United States within the past three (3) years.

- B. Relevant experience of major sub-contractors:**

It is the intention of REAL, Inc. to execute a contract with one individual or firm as required and to hold that individual or firm solely responsible for the execution of the entire project. It is recognized and expected that the individual or firm may desire or need the services of subcontractors to undertake various elements and items of the assessment, procurement, and installation. In the event that such sub-contractors are anticipated, the Invitation for Bids should identify the proposed sub-contractors and the specific elements and items for which each will be responsible. For any sub-consultant anticipated to receive 20 percent or more of the dollar volume of the work under this contract, said sub-consultant shall provide the same relevant experience information requested with respect to the primary individual or firm.

- **Information required:**

WORK PLAN: Describe the scope of work, including:

1. The specific tasks which will be performed.
2. The type of information which will be developed.
3. All deliverable products and the type of format in which they will be submitted.
4. A project scheduling chart form illustrating thresholds for each task completion and key target dates for the development and completion of all project tasks and deliverables.

NOTE: The entire project is to be completed within 45 days.

SECTION 8. – GENERAL INSTRUCTIONS

- **COMPENSATION PAID TO CONSULTANT:** Compensation paid to the selected Consultant is subject to the amount specified in the proposal unless otherwise agreed by REAL. Any terms of periodic payments under this contract will be negotiated with the consultant.
- **ACCEPTANCE OF PROPOSAL:** The contents of the proposal will become contractual obligations if a contract is entered into. Failure of the successful proposer to accept these obligations in a contractual agreement may result in cancellation of the award. In the

event of a contract award, the definitive contract will constitute the entire agreement of the parties and will supersede any representations, commitments, conditions, or agreements made orally or in writing prior to execution of this contract.

- **NONCOMPLIANCE:** In the event of the consultant's noncompliance with the IFB or any resultant contract, REAL shall impose such contract sanctions as it may determine appropriate, including but not limited to: withholding of payments under the contract until the consultant complies, and/or cancellation, termination, or suspension of the contract, in whole or in part.
- **ASSIGNMENT:** No right or duty in whole or in part by the contractor under this contract may be assigned or delegated without the written consent of REAL.
- **HOLD HARMLESS:** The contractor will indemnify and save harmless REAL and all its officers, agents, and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this contract.
- **REJECTION OF RESPONSES/PROPOSALS:** REAL reserves the right to reject any and all responses and proposals received as a result of this request, or to negotiate separately with competing contractors.
- **INELIGIBILITY:** Employees of REAL and members of the Board of Directors of REAL are ineligible to respond to this Invitation for Bids as direct contractors or subcontractors.
- **TERMINATION:** REAL reserves the right to terminate the contract at any time by giving the consultant written notice of such termination. Such termination shall be effective on the date of the notice of termination. In the event of said termination, REAL shall be liable only for the services rendered to the date of termination based on contractually established fees.
- **PROPRIETARY INFORMATION:** All Data, documents, materials, and innovations developed as a result of this project become the property of REAL and will be available for unrestricted use and publication.
- **EQUAL EMPLOYMENT OPPORTUNITY:** It is the policy of REAL to afford equal opportunity in employment to all individuals. In connection with this proposal, and any subsequent contract, the consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, disability, or sex. Such action shall include but is not limited to, the following: recruitment, rates of pay or other forms of compensation, and selection for training, including internship and/or apprenticeship. Contractor further agrees to insert a similar provision in all subcontractors.
- **DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND WOMEN ENTERPRISE (WBE):**
It is the policy of REAL that disadvantaged business enterprises as defined by 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement. REAL or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26.45, as

amended by Docket No. OST-2010-0021, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps on accordance with 49 CFR Part 26.45 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The project shall meet all DBE Participation requirements during the design and construction phases as required by the Texas Department of Transportation. TxDOT's DBE contract goal for 2020 is 2.9%. Copies of TxDOT's DBE Participation Program are available upon request.

SECTION 9. - COMPLIANCE

- ◆ All construction shall comply with the following:
 - All applicable environmental requirements.

SECTION 10. - DEADLINE

One (1) original (marked "Original "), three (3) copies, and one (1) electronic version (Acrobat PDF format only) of the Request for Qualifications are to be submitted in a sealed manner bearing the name and address of the Individual or firm, and should be clearly marked " Request for Qualifications #2020-0001: Public Transportation Consulting Services."

Statements of Qualifications are to be submitted no later than **May 30, 2020 at 12:00 Noon.**

Mailing address:

Attention: Gloria Ramos, RN
Executive Director
REAL, Inc.
301 Lucero Street
Alice, TX 78332
Telephone: (361) 668-3158 Fax: (361) 664-9695

Physical Address:

Attention: Gloria Ramos, RN
Executive Director
REAL, Inc.
301 Lucero Street
Alice, TX 78332
Telephone: (361) 668-3158 Fax: (361) 664-9695

Only timely received submittals meeting the requirements of this Request for Qualifications shall be considered. No submittal shall be considered or accepted which is submitted by an individual or firm that is in default under the terms of any existing agreement REAL, Inc., or which has failed to perform its obligations faithfully under any previous agreement with REAL, Inc. An authorized representative of the firm shall sign submittals.

PROTEST PROCEDURES

Potential bidders, contractors, or proposers can lodge written protests as a remedy to correct a perceived wrong that may have occurred during the procurement process. REAL, Inc. will accept and review the protest with the understanding that the integrity of the procurement process may be at stake. REAL, Inc. will use the following procedures to resolve disputes in the attempt to avoid FTA involvement or litigation.

All protests lodged by potential or actual bidders, contractors, or proposers must be made in writing and contain the following information:

1. Name, address, and telephone number of the protester.
2. Identification of the solicitation or contract number and title.
3. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
4. Identification of the issue(s) to be resolved and statement of what relief is requested.
5. Argument and authorities in support of the protest.
6. A statement that copies of the protest have been mailed or delivered to all interested parties in the Request for Qualifications (RFQ) process. In the case of RFQ, the transportation director shall direct the protester to mail or deliver the protest to relevant parties.

Mail the protest to:

Martín Ornelas
REAL, Inc.
301 Lucero Street
Alice, TX 78332

Or

Overnight or hand delivers the protest to:

Martín Ornelas
REAL, Inc.
301 Lucero Street
Alice, TX 78332

Faxed or emailed protests will not be accepted.

REAL, Inc. transportation director will respond, in written detail, counterclaims to each substantive issue raised in the protest. The transportation director will also perform the following analysis:

1. Price Analysis or Cost Analysis for each claim.
2. Technical analysis to determine the validity of the claim(s) and determine the appropriate response(s).
3. Legal Analysis to consider all the factors available after the price, cost and technical analyses have been conducted to determine the contractor's, REAL, Inc. and FTA's legal positions.

REAL, Inc.'s transportation director has the authority to render the final determination regarding the protest. Any determination rendered by REAL, Inc. will be final.

PRE-BID OR SOLICITATION PHASE PROTEST

A Pre-Bid or Solicitation Phase Protest must be received in writing by REAL, Inc. transportation director a minimum of five (5) full workdays prior to the bid opening or proposal due date. If the written protest is not received in the time specified, the award may be made following normal procedures, unless the transportation director, upon investigation, determines that remedial action is required on the grounds of fraud, gross abuse of the procurement process, or otherwise indicates substantial prejudice to the integrity of the procurement system, and said action should be taken. Within three (3) workdays from the time the protest is received, the REAL, Inc. transportation director will notify all potential bidders, contractors, or proposers that a protest has been lodged and the nature of the protest. The transportation director will respond to the protest in writing within five (5) working days from the time the protest was received. If the transportation director decides to withhold the award pending the resolution of the protest, he/she may request a time extension for award acceptance from those bidders, contractors, or proposers whose bids or proposal might become eligible for the award. This extension for the award acceptance must be with the consent of sureties, if any, in order to avoid re-advertising.

REAL, Inc. will not make an award prior to five (5) working days after the protest is resolved, or if the protest has been filed with FTA during the protest negotiation period, unless REAL, Inc. determines that:

1. The items or services to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make the award promptly;
or
3. Failure to make the award will otherwise cause undue harm to REAL, Inc or the Federal government.

The transportation director will document this action and give written notice of the decision to proceed with the award to the Protester, and to other parties where deemed necessary.

PRE-AWARD PROTEST

Protests may be lodged after the Bid Opening or Close of Request for Proposal deadline and prior to Notice of Award. Within three (3) workdays from the time the protest is received, the REAL, Inc. transportation director will notify all potential bidders, contractors, or proposers that a protest has been lodged and the nature of the protest. The transportation director will respond to the protest in writing within five (5) working days from the time the protest was received. If the transportation director decides to withhold the award pending the resolution of the protest, he/she may request a time extension for award acceptance from those bidders, contractors, or proposers whose bids or proposal might become eligible for award. This extension for award acceptance must be with the consent of sureties, if any, in order to avoid the need to re-advertising.

REAL, Inc. will not make any award prior to five (5) working days after the protest is resolved, or if the protest has been filed with FTA during the protest negotiation process, unless REAL, Inc. determines that:

1. The items or services to be procured are urgently required;
2. Delivery or performance will be delayed by failure to make the award promptly; or
3. Failure to make the award will otherwise cause undue harm to REAL, Inc. the Federal Government.

The transportation director will document this action and give written notice of the decision to proceed with the award to the Protester, and to other parties where deemed necessary.

POST-AWARD PROTEST

REAL, Inc. will receive protest in writing within three (3) working days after the Notice of Award and letters of notification should have been received by bidders or proposers. Upon receipt of a protest, the transportation director shall notify the bidder or proposer awarded the contract. The transportation director will render a determination to proceed with the contract or suspend the project until the protest is resolved. The transportation director will respond to the protest in writing within five (5) working days after receipt of the protest.

APPEALS

REAL, Inc. Transportation director has the authority to settle any dispute and resolve the protest. The transportation director may solicit written responses regarding the protest from other parties. If this course of action does not result in a satisfactory resolution, the Protester may appeal in writing to REAL, Inc.'s Executive Director within three (3) working days after the transportation director issues a final decision. The Executive Director will issue a decision within five (5) working days after receipt of the appeal.

REAL, Inc. may elect to involve legal counsel or arbitration and mediation consultants to resolve

the issue(s).

The Protester has the right to appeal in writing to the Federal Transit Administration if:

1. The Protester has exhausted all administrative remedies with REAL, Inc., and
2. REAL, Inc. has failed to follow its protest procedures or failed to review a complaint or protest.

The Protester's appeal must be received by the FTA Region VI Office within five (5) working days of the date of the Protester knew or should have known the violation.

Office of Operations and Program Management
U.S. Department of Transportation
Federal Transit Administration Region VI
819 Taylor Street, Suite 8A36
Fort Worth, TX 76102
Phone: 817-978-0550

When the Protester sends an appeal to FTA, the Protester must also send a copy of the appeal to REAL, Inc. within the same time frame. In the event of a protest, the transportation director will contact FTA to check whether or not an appeal has been made.

Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regions will be under the jurisdiction of state or local authorities.

In the event that data becomes available that was not previously known, or there has been an error of law or regulations, REAL, Inc. will grant an allowance for request for reconsideration.

QUESTIONS REGARDING THIS REQUEST FOR QUALIFICATIONS

Questions regarding this project shall be submitted by ***May 06, 2020 at 12:00 Noon in writing only*** and directed to:

Martín Ornelas
Director
REAL, Inc.
301 Lucero Street
Alice, TX 78332
Telephone: (361) 668-3158 Fax: (361) 664-9695

Amendments or revisions to this Request for Qualifications resulting from written questions will be developed as expeditiously as possible and will be distributed to all parties requesting the original proposal package and will be posted on the REAL web page under Transportation by Monday May 11, 2020 at 12:00 Noon.

Within 3 days after the date of opening the responses, REAL, Inc. shall evaluate and rank each Request for Qualifications submitted in the criteria set forth in the RFQ.

REQUEST FOR QUALIFICATIONS REJECTION OR PARTIAL ACCEPTANCE – REAL, Inc. reserves the right to reject any or all RFQs. It further reserves the right to waive technicalities and formalities in RFQs, as well as to accept in whole or in part such RFQ or RFQs where it deems it advisable in protection of the best interests of REAL, Inc.

ADDENDA

The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all services thereto are included in the IFB.

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Rural Economic Assistance League, Inc. reserves the right to reject any and all RFQ's.

I/We have read instructions to respondent and specifications. My/Our Request for Qualifications response conforms to all specifications, conditions, and instructions as outlined by REAL, INC. Signing the Acknowledgment Form confirms that our company will enter into a binding contract with REAL, INC. for item(s) awarded to our company. I/We have read instructions to bidder and specifications.

The undersigned Respondent, by signing and executing this RFQ, certifies and represents to REAL, INC., that Respondent has not been offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment or advantage relating to this RFQ; the Respondent also certifies and represents that Respondent has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this RFQ; the Respondent certifies and represents that Respondent has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the REAL, INC. concerning this RFQ on the basis of any consideration not authorized by law; the Respondent also certifies and represents that Respondent has not received any information not available to other respondents so as to give the undersigned a preferential advantage with respect to this RFQ; the Respondent further certifies and represents that Respondent has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Respondent will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or member of the REAL, INC. in return for the person having exercised the person's official discretion, power or duty with respect to this RFQ; the Respondent certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or member of REAL, INC. in connection with information regarding this RFQ, the submission of this RFQ, the award of this RFQ or the performance, delivery or sale pursuant to this RFQ.

Date: _____

Company Name: _____

Signature: _____

Title: _____

Note: This form must be filled in and submitted with RFQ package

CERTIFICATION FORM

A) COMPLIANCE WITH REQUIREMENTS FOR THE PARTICIPATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE's)

The respondent hereby certifies that it will not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The requirements of 49 CFR Part 26 and BUS's U.S. DOT-approved Disadvantage Business Enterprise (DBE) program are incorporated in this contract by reference.

B) DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The respondent certifies that neither the respondent, its third party subcontractors, nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

C) CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

The respondent certifies that 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 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 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.

SIGNATURE _____ TITLE _____

COMPANY _____ DATE _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public _____

My Appointment Expires _____

CERTIFICATION OF ELIGIBILITY

The _____ hereby (Name of Contractor) certifies that it is not included on the United States Comptroller General's Consolidated List of Persons or firms Currently Debarred for Violations of Various Public Contracts incorporating Labor Standard Provisions.

Signed: _____

Title: _____

Date: _____

DRUG-FREE WORKPLACE CERTIFICATION

COMPANY/ORGANIZATION NAME: _____

The contractor or grant recipient named above hereby certifies compliance with Governmental, Code Section 8355 in matters relating to providing a drug-free workplace.

The above-named contractor or grant recipient will:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specify actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all the following:
 - a) The dangers of drug abuse in the workplace.
 - b) The person's or organization's policy of maintaining a drug-free workplace,
 - c) Any available counseling, rehabilitation, and employee assistance programs, and
 - d) Penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - a) Will receive a copy of the company's drug-free policy statement and
 - b) Will agree to abide by the terms of the company's statement as a condition employment on the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of Texas.

OFFICIAL'S NAME

DATE EXECUTED

EXECUTED IN THE COUNTY OF

CONTRACT OR GRANT RECIPIENT SIGNATURE

TITLE

FEDERAL I.D. NUMBER.

Evaluation Score Sheet

Name:	Max Points	
1. Capability to perform all or most aspects described in the Scope of Work section of this document	20	
2. Key personnel's professional background and caliber and availability for the proposed project	16	
3. Past and present performances and experience by firm/team with similar work and Quality of projects previously undertaken	9	
4. Capability to meet schedules or deadlines and complete projects based on 45-day project completion timeline	20	
5. References.	5	
6. Fully describes and disclose any subcontractor relationships or joint ventures.	5	
7. Fully describe firm's ability to manage and inspect project construction.	10	
8. Knowledge of all applicable laws, statutes, ordinances, rules, regulations or requirements of the United States Government, State of Texas, FTA, TxDOT, and local governments or any agency thereof which relate to or in any manner affect the project and the performance of the agreement or contract between REAL, Inc. and the firm/team.	10	
9. Location of office and personnel to service this account.	5	
TOTAL POINTS	100	

Restrictions on Lobbying Activity

A. Prohibited Contacts During Contract Evaluation

A vendor/contractor or a vendor's/contractor's agent/representative is prohibited from contacting REAL Board of Directors, including Executive Director and other senior employees regarding a proposed contract from the time a Request for Proposal (RFP), a Request for Qualifications (RFQ), An Invitation for Bids (IFB) or other solicitation has been released until the contract has been acted on by REAL. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by contractors, respondents or their agents, including lobbyists, may lead to disqualification of the respondent's offer.

B. A Lobbyists or Vendor/ Contractor May Not Place REAL Official Under Personal Obligation

A Lobbyist or a Vendor/Contractor or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any REAL official under personal obligation to the Lobbyist or Vendor/ Contractor.

C. False Statements

A lobbyist or the vendor/contractor or any of their agents/representatives cannot intentionally or knowingly make any false or misleading statement of fact to any REAL official, or cause a copy of a document with false information to be received by an official without notifying the official in writing of the truth. Likewise, a registrant who learns that a statement in a registration form or activity report during the previous 3 years is false must correct that statement within 30 days by written notification to the REAL Executive Director.

D. Use of False Identification

A lobbyist or the vendor/contractor or any of their agents/representatives cannot communicate with a city official in the name of any fictitious person or in the name of any real person, without that person's consent.

E. Improper Influence

A lobbyist or the vendor/contractor or any of their agents/representatives cannot cause or influence the introduction of any ordinance, resolution, appeal, application, petition, nomination, or amendment for the purpose of later being employed as a lobbyist to secure its granting, denial, confirmation, rejection, passage, or defeat.

F. Improper Representation

A lobbyist or the vendor/contractor or any of their agents/representatives cannot represent that the person can control or obtain the influence or action of any REAL official.

AUTHORIZED CONTACT FORM:

This RFQ has been issued by the Rural Economic Assistance League, Inc. REAL, Inc. shall be the vendor's sole point of contact with regard to the Request for Qualifications, its content, and all issues concerning it.

All communication regarding this RFQ shall be directed to an authorized representative of REAL, Inc. The Executive Director or Director facilitating this RFQ is identified on the cover page, along with his or her telephone number, and he or she shall be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other REAL representative, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by the Executive Director or Director. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other REAL representatives, may constitute grounds for rejection of the vendor's RFQ.

The above stated restriction on vendor contact with REAL representatives shall apply until REAL, Inc. has awarded a purchase order or contract to a vendor or vendors.

SIGNATURE _____ TITLE _____

COMPANY _____ DATE _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public _____

My Appointment Expires: _____

RFQ – Request for Qualifications



Consolidated Certification Form

Form PTN-130
(Rev. 4/19)
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I. GENERAL:

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's current fiscal year Certifications and Assurances (for fiscal year: **2019**), and shall download the same at: <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>

A. Access to Third Party Contract Records (ALL)

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.

B. Interest of Members of or Delegates to Congress (ALL)

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.

C. Prohibited Interest (ALL)

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.

D. Cargo Preference - Use of United States-Flag Vessels (property transported on ocean 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).

E. Energy Conservation (ALL)

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.

F. No Obligation by the Federal Government. (ALL)

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).

G. Program Fraud and False or Fraudulent Statements or Related Acts (ALL)

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.

H. Contract Work Hours (all over 100K)

(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.

I. Civil Rights (over 10K)

(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.

J. Incorporation of Federal Transit Administration (FTA) Terms (ALL)

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.

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

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.

L. Right of the State Government to Terminate (ALL)

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.

M. Disputes, Breaches, Defaults, or Other Litigation (over 150K)

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.

N. Fly America (foreign air transport or travel)

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.

O. Recycled Products (all 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.

P. Access for Individuals with Disabilities (ALL)

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.

Q. Debarment and Suspension (over 25K)

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.

R. Clean Water & Air (over 150K)

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.

S. Non-Lobbying (over 150K)

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.

T. Lobbying and Disclosure Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

U. 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

V. Disadvantaged Business Enterprises (DBE) Certification (Transit Vehicle Manufacturer or TVM)

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

Name of manufacturer of vehicle(s) to be delivered: _____

W. Disadvantage Business Enterprise (DBE) Race-Neutral Required Clauses (Non-TVM):

The DBE rules set forth in 49 CFR Part 26 apply to all contracts funded in whole or in part with Federal DOT funds. Contracts and subcontracts must contain the clauses listed in 49 CFR 26.13 and 49 CFR 26.29. Sub-recipients with contracts that contain a DBE goal must coordinate with their PTC in order to ensure solicitations and contracts comply with DBE requirements.

49 CFR 26.13 -- What assurances must recipients and contractors make?

Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient 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 CFR 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:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible."

49 CFR 26.29 -- What Prompt Payment Mechanisms Must Recipients Have?

Grantees must establish a contract clause requiring prime contractors to pay subcontractors for satisfactory performance no later than 30 days from receipt of each payment the grantee makes to the prime contractor. This clause must require the prompt return of retainage payments from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. For more information on these please review 49 CFR 26.29 and the FTA Best Practice Procurement Manual.

X. 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.

Y. **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

Z. Buy America (Check where applicable): (over \$150K rolling stock, construction, materials)

- ☐ 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 or rolling stock.
- ☐ 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

II. **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 ☐