

**CENTRAL TEXAS RURAL TRANSIT DISTRICT
CITY AND RURAL RIDES
2310 S. Concho or P.O. Box 712
Coleman, Texas 76834
Phone 1(800)710-2277**



**IFB #CTR TD 030922
Nolan County Facility
Rehab**

Timeline/Schedule

IFB #CTR TD Release Date	5/10/2022
Questions/Request for Addendums, modifications, and clarifications. Request for Bidders Conference by email to joe@cityandruralrides.com	5/17/2022
Bidder's Conference	5/24/2022 @ 10:00 a.m. (if requested)
Responses to Questions/Request for Addendums, modifications, and clarifications posted at www.cityandruralrides.com	5/31/2022
Closing Submission Date	6/07/2022 @ 3:00 p.m.
Bid Opening	6/07/2022 @ 3:30 p.m. 1031 Early Blvd, Early, TX 76802
Notification of award	Tentatively - within 3 weeks of closing
Required work Completion Date	2/28/2023

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IFB #CTRTD 030922
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**IFB #CTRTD 030922
Nolan County Facility
Rehab**

I. General Information

A. Purpose & History/description of agency

This Invitation for Bid (IFB) is to contract for repairs to the Central Texas Rural Transit District Nolan County Facility located at 2211 E Broadway, Sweetwater, Texas 76556. Central Texas Rural Transit District is a special District formed in September of 1998, designated to provide Rural Public Transportation and related services. CTRTD provides Public Transportation for a eleven county area including: Brown, Callahan, Coleman, Comanche, Eastland, Erath, Nolan, Runnels, Shackelford, Rural Taylor, and Stephens Counties. Prior to the formation of the Special District, City And Rural Rides was a program administered by Central Texas Opportunities, Inc., the local Community Action Agency. Transportation operations commenced in 1977 when the agency provided Medicaid trips funded through a contract with the Texas Department of Human Services. In 1998, the Board of Directors of Central Texas Opportunities, Inc. voted unanimously to allow the formation of Central Texas Rural Transit District. CTRTD began operation as a political sub-division of the State of Texas with its own management team, policies, and Board of Directors in September 1998. The agency relocated to its Administrative office in December 1998. City And Rural Rides which began in 1977 with no vehicles and 7 personnel has grown to a present fleet of 63 revenue vehicles and approximately 60 staff members and administers various service agreements to provide transportation related services to residents of its service area.

B. Who May Respond:

Only licensed contractors may respond to this IFB.

C. Bidders Conference

CTRTD will hold a bidder's conference on May 24, 2022, if requested to do so in writing by any bidder by May 17, 2022. The conference will be held at 10:00 a.m. at 2211 E. Broadway, Sweetwater, Texas 76448. All bidder's requesting IFB will be notified of conference.

D. Instruction on Bid Submission

1. Public Notice

Invitation for bid is available at CTRTD's website: www.cityandruralrides.com, telephone at 1(800)710-2277 ext 906, or by email to joe@cityandruralrides.com

2. Closing Submission Date

Bids must be submitted no later than 3:00 p.m. on June 7, 2022 .

3. Inquiries

Inquiries concerning this IFB should be directed to **Central Texas Rural Transit District at (325)625-4491 Ext 229 or by email to joe@cityandruralrides.com.**

4. Conditions of Bid

All costs incurred in the preparation of a bid responding to this IFB will be the responsibility of the Offeror and will not be reimbursed by CTRTD.

5. Instructions to Prospective Contractors

Your Bid should be addressed as follows:

Name: J.R. Salazar
Title: General Manager
Entity: Central Texas Rural Transit District
Address: P.O. Box 712
Coleman, TX 76834

Prospective Contractors should submit 2 copies of bid on letter size paper. It is important that the Offeror's bid be submitted in a sealed envelope clearly marked in the lower left-hand corner with the following information:

Invitation for Bid
IFB #CTRTD 030922

3:00 p.m. June 7, 2022
Sealed Bid
For Nolan County Facility Rehab

Failure to do so may result in premature disclosure of your bid. It is the responsibility of the Offeror to ensure that the bid is received by CTRTD by the date and time specified above. **Late bids will not be considered.**

6. Right to Reject

CTR TD reserves the right to reject any and all bids received in response to this IFB. A contract for the accepted bid will be based upon the factors described in the IFB.

7. Small and/or Minority Owned Businesses

Efforts will be made by CTR TD to utilize small businesses and minority-owned businesses, Disadvantage Business Enterprises, and HUBs.

DBEs are for-profit small business concerns where socially and economically disadvantaged individuals own at least a 51% interest and also control management

and daily business operations. African Americans, Hispanics, Native Americans, Asian-Pacific and subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged. Other individuals can also qualify as socially and economically disadvantaged on a case-by-case basis.

To participate in the DBE program, a small business owned and controlled by socially and economically disadvantaged individuals must receive DBE certification from the relevant state-generally through the state Uniform Certification Program (UCP). To be regarded as economically disadvantaged, an individual must have a personal net worth that does not exceed \$1.32 million. To be seen as a small business, a firm must meet SBA size criteria and have average annual gross receipts not to exceed \$22.41 million.

A Historically Underutilized Business is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC 20.23, and has its principal place of business in Texas, and is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs.

8. Geographic Preferences for Offers

Per federal rule, geographic preference for local or state offerors is prohibited, except in cases where federal statutes expressly mandate or encourage geographic preferences.

9. Written Standards of Conduct

CTR TD employees, agents, or board members may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Penalties, sanctions, or other disciplinary actions will be enforced for violation of standards by CTR TD's employees, agents, board members, contractors, or sub-recipients. (To the extent permitted by state or local law or regulations)

CTR TD maintains written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No CTR TD

employee, officer, agent, board member, or immediate family member, partner, or organization that employs or is about to employ any of the parties listed above may participate in the selection, award, or administration of a contract supported with state and federal assistance.

10. Notification of Award

It is expected that a decision selecting the successful contractor/firm will be made within 3 weeks of the closing date for the receipt of bids. Upon conclusion of final negotiations with the successful contractor/firm, all Offeror submitting bids in response to this Request for Bid will be informed, in writing, of the name of the successful contractor/firm.

E. Contract Term and Options

All work of this contract must be completed by February 28, 2023. The contract can be extended only upon mutual agreement due to delays in completion of work and approval of an extension of Contract agreement by the Texas Department of Transportation.

II. Scope of Services

A. Purpose

The purpose of this IFB is to obtain the services of a licensed Contractor firm to complete facility rehab to the Nolan County Facility located at 2211 E. Broadway, Sweetwater, Texas 79556.

Bids specifications shall include:

- Demo and haul off of all materials needed to be removed w/no abatement
- Reseal and restripe parking lot (Seal coat)
- Replace fencing w/6' chain link and add auto gate at exterior property line.
- Add barbed wire on chain link fencings
- Rough carpentry blocking for windows, specialties, TVs, casework, etc.
- P-lam base cabinets/p-lam counter tops
- P-lam Upper cabinets
- Replace the roof on the entire facility including the shop area
- Joint sealants at exterior windows and penetrations to the façade.
- Glass and Glazing – storefront replacement, pre-hung windows replacement, replacement of 3 office exterior doors including front, hardware, concrete front ramp
- Allowance for ADA restrooms for three bathrooms Upgrades to ADA restroom, framing, ceiling, fixtures, and plumbing.
- Acoustical ceilings – existing to remain – Ceiling tile replacement of damaged tiles
- Rubber base of flooring – cove base
- Re-paint existing walls in the shop
- Re-paint exterior of all buildings on property
- Metal building type carport – 7 bay metal building type structure with no walls
- Plumbing – cap to water fountain – main building and shop
- 15500 HVAC – Unit replacement & adjustment of grilles & controls. (no roof installation)
- Electrical – LED Lighting replacement and power throughout the main building and in the shop bathroom, office, and storage closet.
- 2 bay garage doors and 3 shop garage doors (repair or replace)
- Removal of workshop equipment
- Seal the office to eliminate the bug problem
- Replace building gutters
- Remove all doors in the main building except for bathrooms and closets
- Commercial laminate flooring throughout main building an office in shop
- Remove all wall paneling in the main building
- Sheet rock, texture and paint all walls in the main building
- Replace and paint all wall trim in the main building
- Remove storage closet and shelving in breakroom
- Remove the shower from the shop bathroom, install a urinal in its place, separate with a partition
- Refinish shop flooring
- Closeup the wall opening in the shop office

Contractor will be responsible for determining all local zoning and construction requirements and obtaining all necessary permits and clearances. Bid price must include all amounts which will be required to be paid by the Contractor, or his subcontractors, on account of taxes, insurance, permits, licenses, deposits, inspection fees, etc.

All work must be completed by February 28, 2023. Penalty for late completion shall be assessed at \$25 per day.

Bidders must provide proof of General Liability insurance in the minimum amount of \$1,000,000 per occurrence,

Bidders must provide a Payment bond. Contractors will be required to obtain a standard payment bond. This payment bond will ensure that the contractor will pay all people supplying labor and material for the third-party contract as required by law. The amount of the bond will be fifty percent of the contract price if the contract price is not more than \$1 million dollars.

Contractors must abide by and submit all required postings and documentation of the Davis Bacon Act Requirements.

B. Payment

Progress payments will be allowed to the extent that CTRTD can determine that satisfactory progress is being made.

III. Bid Evaluation for Responsiveness

A. Submission of Bid

Central Texas Rural Transit District will award the bid to contractor who submits the lowest overall cost for the project while still delivering on the requirement. While cost, rather than the bidder's plan for completing the project, is key for the Invitation to bid, bidders must ensure that bids are considered responsive.

B. List of Required Documents

Contractor Information
Contract Bid Quotation Form
Record of past performances/experiences
Financial Resources
Required Certifications – Consolidated Certification Form PTN-130
Payment bond
Certificate of Insurance

C. Non-responsive Bid

Bids may be judged nonresponsive and removed from further consideration if any of the following occur:

1. The bid is not received timely in accordance with the terms of this IFB.
2. The bid does not follow the specified format.
3. The bid does not include the Certifications.

D. Evaluation

The prices used in this evaluation will be those listed by the bidder on the Proposal Quotation form.

CENTRAL TEXAS RURAL TRANSIT DISTRICT
Contractor Information

FIRM NAME _____

FIRM ADDRESS _____

(Mailing and street address if different)

TELEPHONE NUMBER(s) _____

EMERGENCY NUMBER _____

OWNER(s), PARTNERS OR OFFICERS OF FIRM:

	<u>NAME</u>	<u>TITLE</u>	<u>PHONE #</u>	<u>SS#</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

YEAR BUSINESS ORGANIZED _____ **IRS #** _____

IF INCORPORATED, GIVE STATE & DATE OF INCORPORATION _____

LIST OTHER NAMES UNDER WHICH YOU HAVE OPERATED

NATURE OF CONTRACTED WORK _____

LIST BUSINESS REFERENCES SUCH AS BANK AND SUPPLIERS:

	<u>FIRM NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>CONTACT PERSON</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

HOW LONG ENGAGED IN CONTRACTING _____

CONTRACTOR INFORMATION (continued)

LIST CLIENTS FOR WHOM YOU HAVE PERFORMED SIMILAR WORK:

	<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE #</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

HAVE YOU EVER FAILED TO COMPLETE A JOB AWARDED TO YOU? _____
If yes, attach a statement explaining where, when, why, and name & phone # of client.

CENTRAL TEXAS RURAL TRANSIT DISTRICT
IFB #CTRTD 030922
Contract Bid Quotation Form

Bids specifications shall include:

- Demo and haul off of all materials needed to be removed w/no abatement
- Reseal and restripe parking lot (Seal coat)
- Replace fencing w/6' chain link and add auto gate at exterior property line.
- Add barbed wire on chain link fenceings
- Rough carpentry blocking for windows, specialties, TVs, casework, etc.
- P-lam base cabinets/p-lam counter tops
- P-lam Upper cabinets
- Replace the roof on the entire facility including the shop area
- Joint sealants at exterior windows and penetrations to the façade.
- Glass and Glazing – storefront replacement, pre-hung windows replacement, replacement of 3 office exterior doors including front, hardware, concrete front ramp
- Allowance for ADA restrooms for three bathrooms Upgrades to ADA restroom, framing, ceiling, fixtures, and plumbing.
- Acoustical ceilings – existing to remain – Ceiling tile replacement of damaged tiles
- Rubber base of flooring – cove base
- Re-paint existing walls in the shop
- Re-paint exterior of all buildings on property
- Metal building type carport – 7 bay metal building type structure with no walls
- Plumbing – cap to water fountain – main building and shop
- 15500 HVAC – Unit replacement & adjustment of grilles & controls. (no roof installation)
- Electrical – LED Lighting replacement and power throughout the main building and in the shop bathroom, office, and storage closet.
- 2 bay garage doors and 3 shop garage doors (repair or replace)
- Removal of workshop equipment
- Seal the office to eliminate the bug problem
- Replace building gutters
- Remove all doors in the main building except for bathrooms and closets
- Commercial laminate flooring throughout main building an office in shop
- Remove all wall paneling in the main building
- Sheet rock, texture and paint all walls in the main building
- Replace and paint all wall trim in the main building
- Remove storage closet and shelving in breakroom
- Remove the shower from the shop bathroom, install a urinal in its place, separate with a partition
- Refinish shop flooring
- Closeup the wall opening in the shop office

TOTAL BID FOR PROJECT \$ _____

NAME OF COMPANY _____

Address _____

Phone # _____

Signature of Owner or Authorized Representative

Date

Central Texas Rural Transit District
City And Rural Rides
IFB #CTRTD 030922

Record of Past Performances/Experiences

1. A. State the number of years you have performed the type of work related to this bid: _____
- B. Are you: ☐ a minority-owned enterprise
 ☐ a woman-owned enterprise?
 ☐ both?
- C. Do you employ handicapped workers?

Financial Resources

- A. Provide a copy of your most recent financial statement.
- B. Would you have any problem with waiting for up to thirty (30) days for the final inspection to be performed. (You cannot be paid for the job until it has been inspected.)
- ☐ No ☐ Yes (explain below)
- C. Are you able to furnish a Certificate of Insurance for liability coverages as follows:
- Property damage, per occurrence \$1,000,000
Bodily injury or death, per person \$1,000,000
Bodily injury or death, per occurrence \$1,000,000
- ☐ No ☐ Yes
- D. Are you willing to pay for any losses or damages done by you or your employees to a CTRTD or adjoining property?
- ☐ No ☐ Yes
- E. Are you able to furnish a Payment Bond in the amount fifty percent of the contract price if the contract price is not more than \$1 million dollars?
- ☐ No ☐ Yes

**REQUIRED
CONSOLIDATED
CERTIFICATION FORM
PTN-130**

ATTACHMENT 1



Consolidated Certification Form

Form PTN-130
(Rev. 6/21)
Page 1 of 18

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

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

☒ Federal and State ☐ State Only

Federal Clauses – Procurement Types Summary:

All FTA-Assisted Third-Party Contracts and Subcontracts

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

Award Exceeding \$10,000

13. Terminating the Contract

Award Exceeding \$25,000

14. Debarment and Suspension

☐ Award Exceeding \$50,000

15. Contracting with the Enemy

☐ Award Exceeding \$100,000

16. Resolution of Disputes, Breaches, or Other Litigation

17. Lobbying Restrictions

☒ Award Exceeding \$150,000

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

ALL FTA-ASSISTED THIRD-PARTY CONTRACTS AND SUBCONTRACTS

1. No Federal Government Commitment or Liability to Third Parties

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

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

2. Access to Third-Party Contract Records

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

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

3. Changes to Federal Requirements

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

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

4. Civil Rights

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

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

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

5. Incorporation of Federal Transit Administration (FTA) Terms

The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

6. Energy Conservation

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

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

7. Veterans Preference

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

- A. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a Third-Party Contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and
- B. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

8. False or Fraudulent Statements or Claims

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

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

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

9. Disadvantaged Business Enterprises

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

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

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

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

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

10. Fly America

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

11. ADA Access

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

A. Federal laws, including:

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

B. Federal regulations and guidance, including:

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

12. Special Notification Requirements for States

- A. Types of Information. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
- I. The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
 - II. The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
 - III. The amount of federal assistance FTA has provided for a State Program or Project.
- B. Documents. The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

Awards Exceeding \$10,000

13. Termination

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

Awards Exceeding \$25,000

14. Debarment and Suspension

The Recipient agrees to the following:

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

Awards Exceeding \$50,000

15. Never Contract with the Enemy

The Recipient agrees to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

Awards Exceeding \$100,000

16. Resolution of Disputes, Breaches, or Other Litigation

A. FTA Interest

FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

B. Notification to FTA; Flow Down Requirement

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its sub-agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

- I. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- II. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- III. Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

C. Federal Interest in Recovery

The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.

D. Enforcement

The Recipient must pursue its legal rights and remedies available under any Third-Party Agreement or any federal, state, or local law or regulation.

E. Agency Process

*Vendors may view the dispute resolution process here:

5. PROTEST PROCEDURES

5.1. Statement of Policy

Attached

17. Lobbying Restrictions.

The Recipient agrees that neither it nor any Third-Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:

A. Laws, Regulations, Requirements, and Guidance. This includes:

- I. The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended;
- II. U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended; and
- III. Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature; and

B. Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.

C. Political Activity. The Recipient agrees to comply with:

- I. The Hatch Act, 5 U.S.C. chapter 15, which limits the political activities of state and local government agencies supported in whole or in part with federal assistance, including the political activities of state and local government officers and employees whose principal governmental employment activities are supported in whole or in part with federal assistance;
- II. U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 C.F.R. part 151; and
- III. 49 U.S.C. § 5323(l)(2) and 23 U.S.C. § 142(g), which limits the applicability of the Hatch Act, as follows:
 - a. The Hatch Act does not apply to nonsupervisory employees of a public transportation system, or any other agency or entity performing related functions, based upon the Award of federal assistance under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2); but
 - b. Notwithstanding the preceding section 4(e)(3)(ii) of this Master Agreement, the Hatch Act does apply to a nonsupervisory employee if imposed for a reason other than the Award of federal assistance to its employer under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2).

D. Lobbying and Disclosure Certification

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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Company	Printed Name of Person Completing Form
Date	Signature

Awards Exceeding \$150,000

18. Environmental Protection (Clean Air and Clean Water)

The Recipient agrees to comply with the regulations within the Clean Air Act (42 U.S.C. §§ 7401 - 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 - 1388), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 - 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 - 1388). Violations must be reported to the 64 Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

State of Texas Procurement Contract Clauses

State of Texas - Procurement Types Summary:

All Texas-Assisted Third-Party Contracts and Subcontracts

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

1. 34 TAC §20.585 Debarment

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

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

2. §231.006 Family Code Child Support Obligation Certification

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

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

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

owed to the State of Texas.

4. §444.190 Gov't Code Disaster Recovery Plan

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

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

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

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

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

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

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

7. Federal Executive Order 13224 Excluded Parties

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

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

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

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

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

10. §2252.152 Gov't Code Foreign Terrorist Organizations

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

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

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

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

Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, the Sub-recipient is required to make any information created or exchanged with the State pursuant to the Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

13. §2252.0012 Gov't Code Signature Authority

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

14. §2262.154 Gov't Code State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

15. §2155.077 Gov't Code Suspension and Debarment

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

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

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

17. §552.372 Gov't Code Contracting Information Responsibilities

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

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

18. §2155.0061 Gov't Code Human Trafficking Prohibition

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

Certification to Purchaser

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

Name of Company:

Address:

Telephone:

SS# or Tax ID#:

Printed Name of Person Completing Form:

Signature

Date:

Description of Commodity Service:

Disadvantaged Business Enterprise Information

Type of Organization (check the application type of organization)

☐ Sole Proprietorship ☐ General Proprietorship ☐ Corporation ☐ Limited Partnership ☐ Limited Proprietorship

Is your firm a DBE? ☐ Yes ☐ No

If yes, what type?

Third Party Procurement Contract Provisions

Third Party Procurement Contracting Provisions

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

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

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

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

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

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

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

1a. Federal Construction Related Clauses

- A. Davis-Bacon Act
- B. Copeland Anti-Kickback Act Section 1 and Section 2
- C. Recycled Products
- D. Bonding
- E. Cargo Preference
- F. Seismic Safety
- G. Special DOL EEO Clauses
 - ☐ Awards Exceeding \$100,000
- H. Contract Work Hours and Safety Standards Act
 - ☒ Awards Exceeding \$150,000
- I. Buy America

A. Davis Bacon

All prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141 - 3144, and 3146 - 3148) as supplemented by Department of Labor regulations (29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

B. Copeland Anti-Kickback Act

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of a public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

C. Recycled Products

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

D. Bonding

- I. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid" guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- II. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

- III. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

E. Cargo Preference

The contractor agrees to comply with the shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference - U.S.-Flag Vessels," 46 C.F.R. part 381.

F. Seismic Safety

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

G. Special DOL EEO Clauses

The contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

Awards Exceeding \$100,000

H. Contract Work Hours and Safety Standards Act

All contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Awards Exceeding \$150,000

I. Buy America

Except as the Federal Government determines otherwise in writing, the Recipient agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidance of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with 49 U.S.C. § 5323(j);

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 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

Davis-Bacon Act, Copeland Anti-Kickback Act, and Seismic Safety Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

Construction Certification

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 FTA's current fiscal year Certifications and Assurances (for fiscal year 2022), and shall download at:

<https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>.

Name of Company	Printed Name of Person Completing Form
Date	Signature

1b. State of Texas Required Clauses: Construction

Dispute Resolution

1. §2260.004 Gov't Code Dispute Resolution

The Recipient agrees to the dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute under this Agreement.

Construction Certification

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with State of Texas funds.

Name of Company	Printed Name of Person Completing Form
Date	Signature

**REQUIRED
CTRTD
Protest Procedures
ATTACHMENT 2**

5. PROTEST PROCEDURES

5.1. Statement of Policy

CTR TD is responsible for resolving all contractual and administrative issues, including protests of evaluations and contract awards, arising out of its third party procurements using good administrative practices and sound business judgment.

In general, the Texas Department of Transportation will not substitute its judgment for that of CTR TD unless the matter is primarily a federal concern. Nevertheless, TxDOT can become involved in CTR TD's administrative decisions when a CTR TD protest decision is appealed to TxDOT or to FTA, or when CTR TD seeks to use FTA assistance to support the costs of settlements or other resolutions of protests, disputes, claims or litigation.

- CTR TD shall give timely notification to its funding source when it receives a third party procurement protest and will keep TxDOT informed about the status of any such protest. CTR TD shall disclose all information about any third party procurement protest to TxDOT upon request.

CTR TD's procedure for addressing third party procurement protests is described. CTR TD shall insert its protest procedure in all solicitation documents for products and services having an estimated value of \$50,000 or greater.

5.1.1. CTR TD Staff Responsibilities

- a. CTR TD authorized Procurement representative – Responsibilities include: ensuring that CTR TD Protest Procedure is included in all solicitation documents for products and services having an estimated value of \$100,000 or greater; and providing information to and assisting the General Manager with the resolution of protests.
- b. General Manager – Responsibilities include: receiving and reviewing all procurement protests; and issuing the official CTR TD response to all procurement protests and appeals.
- c. Assistant General Manager/Fiscal – Responsibilities include: reviewing all procurement protests; and advising and assisting the General Manager as needed with the resolution of all procurement protests.

5.1.2. Solicitation Provision

CTR TD shall insert the following provision in all solicitation documents for products and services having an estimated value of \$50,000 or greater:

- a. Pre-Proposal Protests – All protests concerning solicitation specifications, criteria and/or procedures shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the General Manager as specified below not later than 10 business days prior to the deadline for submission of bids/proposals.

The General Manager may, within his or her discretion, postpone the deadline for submission of bids/proposals, but in any case, shall provide a written response to all protests not later than five (5) business days prior to the deadline for submission of bids/proposals. If the deadline for submission of bids/proposals is postponed by the General Manager as the result of a protest the postponement will be announced through an addendum to the solicitation.

The decision by the General Manager shall be the final agency decision on the matter but shall be subject to judicial review or review by TxDOT or FTA as specified below.

- b. Pre-Award Protests – With respect to protests made after the deadline for submission of bids/proposals but before contract award by CTRTD, protests shall be limited to those protests alleging a violation of Federal or State law, a challenge to the bids/proposals evaluation and award process, CTRTD's failure to have or follow its protest procedures or its failure to review a complaint or protest. Such protests shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the General Manager as specified below not later than five (5) business days after the Recommendation for Contract Award announcement by CTRTD.

The General Manager may, within his or her discretion, postpone the award of the contract, but in any case, shall provide a written response to all protests not later than three (3) business days prior to the date that CTRTD shall announce the contract award.

The decision by the General Manager shall be the final agency decision on the matter but shall be subject to judicial review or review by TxDOT or FTA as specified below.

- c. Requirements for Protests – All protests must be submitted to CTRTD in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail), with sufficient documentation, evidence and legal authority to demonstrate that the Protestor is entitled to the relief requested. The protest must be certified as being true and correct to the best knowledge and information of the Protestor, be signed by the Protestor, and be notarized. The protest must also include a mailing address to which a response should be sent.

Protests received after the deadlines for receipt of protests specified above are subject to denial without any requirement for review or action by CTRTD.

All protests must be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to:

Central Texas Rural Transit District – City And Rural Rides

Attn: General Manager – Procurement
2310 S. Concho
Coleman, TX 76834

P.O. Box 712
Coleman, TX 76834

- d. Protest Response - The General Manager shall issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by first-class U.S. Postal Service to the address indicated in the protest letter.

For convenience, CTRTD will also send a copy of the response to a protest to the Protester by facsimile and/or electronic mail if a facsimile number and/or electronic mail address are indicated in the protest letter. The protest response transmitted by U.S. Postal Service shall be the official CTRTD response to the protest and CTRTD will not be responsible for the failure of the Protester to receive the protest response by either facsimile or electronic mail.

- e. Review of Protests by TxDOT/FTA – All protests involving contracts financed with federal assistance shall be disclosed to the FTA in accordance with FTA Circular 4220.1F. Protesters shall exhaust all administrative remedies with CTRTD prior to pursuing protests with TxDOT/FTA. TxDOT/FTA limits its reviews of protests to: a grantee's failure to have or follow its protest procedures; a grantee's failure to review a complaint or protest when presented an opportunity to do so; or violations of Federal law or regulation. Appeals to TxDOT/FTA must be received by the Texas Department of Transportation representative within five (5) working days of the date the Protester has received actual or constructive notice of CTRTD's final decision or within five (5) working days of the date the Protester has identified other grounds for appeal to TxDOT/FTA.

**WAGE DETERMINATION
INFORMATION**

**STATE OF TEXAS
NOLAN COUNTY**

ATTACHMENT 3

"General Decision Number: TX20220217 02/25/2022

Superseded General Decision Number: TX20210217

State: Texas

Construction Type: Building

Counties: Menard, Mills, Mitchell and Nolan Counties in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

ASBE0066-005 03/01/2014

Mitchell and Nolan Counties

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 20.79	11.12

ASBE0087-004 06/07/2021

Menard and Mills Counties

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 25.22	10.17

BOIL0074-006 01/01/2021

Mills County

	Rates	Fringes
Boilermaker.....	\$ 29.47	24.10

BOIL0531-006 01/01/2017

Menard, Mitchell and Nolan Counties

	Rates	Fringes
Boilermaker.....	\$ 28.00	22.35

IRON0066-007 06/01/2021

Menard County

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 24.45	7.00

IRON0263-021 06/01/2020

Mills, Mitchell, and Nolan Counties

	Rates	Fringes
Ironworker, reinforcing and structural.....	\$ 25.14	7.43

* LAB00154-003 05/01/2008

Menard County

	Rates	Fringes
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Laborers: (Mason Tender -
Cement/Concrete).....\$ 12.98 ** 3.49

* LAB00154-011 05/01/2008

Mitchell County

	Rates	Fringes
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Laborers: (Mason Tender -
Cement/Concrete).....\$ 12.73 ** 3.20

* LAB00154-023 05/01/2008

Mills and Nolan County

	Rates	Fringes
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Laborers: (Mason Tender -
Cement/Concrete).....\$ 14.25 ** 2.90

PLUM0404-001 09/01/2020

	Rates	Fringes
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PLUMBER.....\$ 26.05 8.81

* SUTX2009-104 04/20/2009

	Rates	Fringes
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BRICKLAYER.....\$ 19.67 0.00

CARPENTER, Includes
Acoustical Ceiling
Installation, Drywall
Hanging, and Metal Stud
Installation.....\$ 13.13 ** 0.00

CEMENT MASON/CONCRETE FINISHER...\$ 13.27 ** 0.00

ELECTRICIAN.....\$ 20.00 3.11

GLAZIER.....\$ 17.20 1.59

HVAC MECHANIC (HVAC Duct and
Pipe Installation).....\$ 14.21 ** 0.77

INSTALLER - OVERHEAD DOOR.....\$ 11.63 ** 6.26

LABORER: Common or General.....\$ 9.73 ** 0.00

LABORER: Landscape &
Irrigation.....\$ 8.50 ** 0.22

LABORER: Mason Tender - Brick...\$ 12.02 ** 0.00

LABORER: Mortar Mixer.....\$ 12.00 ** 0.00

LABORER: Plaster Tender.....\$ 9.00 ** 0.00

OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 13.75 **	0.00
OPERATOR: Bulldozer.....	\$ 12.80 **	0.43
OPERATOR: Crane.....	\$ 21.33	0.00
OPERATOR: Forklift.....	\$ 14.58 **	0.00
OPERATOR: Loader (Front End)....	\$ 10.54 **	0.00
PAINTER: Brush, Roller and Spray.....	\$ 12.26 **	0.00
PLASTERER.....	\$ 15.50	0.00
ROOFER.....	\$ 13.64 **	1.80
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 17.00	0.00
TILE SETTER.....	\$ 15.00	0.00
TRUCK DRIVER.....	\$ 11.24 **	0.35

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"