WEST TEXAS OPPORTUNITIES, INC.



**Request for Proposal for the Purchase and Installation**

**Of HVAC Equipment**

**Ft. Stockton, Texas**

Inquiries and proposals should be directed to:

Jenny Gibson

Executive Director

West Texas Opportunities, Inc.

603 North 4th Street

PO Box 1308

Lamesa, Texas 79331

(806)870-9061

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# I. PURPOSE AND BACKGROUND INFORMATION

## A. Purpose

West Texas Opportunities, Inc. (WTO) is soliciting proposals from qualified firms to replace HVAC units at our facility located at 461 South Hwy 285, Ft. Stockton, Texas. The HVAC company to be contracted will be expected to replace five (5) 3-ton package units and one (1) 6-ton package unit in Ft. Stockton, Texas for an existing building owned and/or occupied by West Texas Opportunities, Inc.

## B. Authority

West Texas Opportunities is a private, non-profit, 501(c)3, Community Action Agency with the mission to ease the limitations of poverty by investing in families to improve their quality of life. The organization provides public transportation, medical transportation, comprehensive social service programs, Head Start programs and other Federal, state and local programs. WTO’s service area includes 25 counties located in the South Plains, Permian basin and Big Bend regions of Texas. The WTO administrative office is located in Lamesa, Texas.

## C. Description of Project

Remove and dispose of the existing HVAC package units and install the specified new units. WTO will also be replacing the roof of this facility so Contractor will be required to work closely with and coordinate with the selected Roofing Contractor.

## D. Location

HVAC units are to be installed at 461 South Highway 285, Ft. Stockton, Texas. Work and materials will require warranty.

# II. GENERAL INFORMATION

The RFP will be released September 2, 2020. RFP packets may be requested by calling 806-872-8354, Monday through Friday, 8:00 am to 5:00 pm or by emailing j.gibson@gowto.org Responders may also access the RFP documents on our website at [www.gowto.org](http://www.gowto.org)

## A. Contact Person

All questions regarding this RFP should be directed to:

 Jenny Gibson, Executive Director

 j.gibson@gowto.org

Questions regarding this RFP must be in writing and submitted on or before September 18, 2020. No questions will be accepted after this date. No verbal questions will be accepted or answered. All questions and answers will be sent by email to potential responders that have provided their name and contact information, including their email address.

Responses will only be provided to questions or inquiries requesting general information about this RFP or the content of this RFP. No technical assistance will be provided.

WTO staff or Board members may not help a responder either by providing information, answering questions, or assisting with writing the proposal through personal contact, by phone, by text, by email, by fax, or any other method of contact. ***WTO is not responsible for the accuracy of information obtained from sources other than the authorized contact person for this procurement. Communication with any WTO staff person or WTO Board member other than the WTO contact person for this RFP is prohibited unless prior approval is obtained by the WTO contact person. Failure to follow this provision will result in the disqualification of the proposal.***

## A. Specifications/Requirements

* Remove existing roof mounted HVAC units.
* Evacuate the existing refrigerant from each system in accordance with Federal, state and local regulations.
* Install five (5) 3-ton package units.
* Install one (1) 6-ton package unit.
* Modify and make all electrical connection as needed.
* Reutilize existing controls/thermostats.
* Units are to be hauled off site and disposed in compliance with all Federal, state and local regulations
* Haul away all trash
* Provide equipment/materials warranty
* Provide installation/workmanship warranty
* Contractor is responsible for obtaining all required permits.

**All specifications need to be field verified by the offeror. Bid shall include individual/itemized pricing of each unit and labor.**

## B. Contractor Required Qualifications

* Contractor must have experience in commercial HVAC installation having successfully completed jobs according to specifications and owner’s satisfaction
* Contractor must provide proof of General Liability Insurance in the amount of $1,000,000 and Proof of Workers Compensation Insurance prior to beginning any work.
* Contractor must have the financial ability to complete job, submit an invoice and wait up to 30 days for all payments.

## C. Proposal

The proposal must contain the following documents:

* RFP Proposal (Attachment A)
* DBE Certification (If Applicable)
* Signed Acknowledgement of Federal Clauses
* Signed Certification and Restrictions on Lobbying
* Other Relevant Information

## D. Submission Instructions

This Request for Proposals does not commit WTO to enter into a contract, to pay any cost incurred in the preparation of a response to this request, or for any costs incurred prior to the execution of a contract. WTO reserves the right to accept or reject any or all proposals, submitted as a result of this request and to negotiate with all qualified sources if it is in the best interest of WTO to do so.

* One original (electronic copy or paper original) of the completed proposal must be submitted. Responses should be prepared using the forms provided and presented in a clear and concise manner and submitted in the order as prescribed above. Proposals not submitted as required will be considered non-responsive
* Proposals may be emailed, mailed or delivered by a delivery service, such a UPS or FedEx. While not required, responders are encouraged to use a traceable delivery method. It is the sole responsibility of the responder to verify delivery.
* The responder is solely responsible for ensuring that their proposal is physically received by WTO by the submission date and time. WTO is not responsible for any errors or failures on the part of the U.S. Postal Service or other guaranteed express carrier regarding the timely delivery of a proposal. Late proposals will not be accepted.

Email: j.gibson@gowto.org

Delivery Service: Jenny Gibson

 West Texas Opportunities, Inc.

 603 N. 4th Street

 Lamesa, Texas 79331

US Postal Service: Jenny Gibson

 West Texas Opportunities, Inc.

 PO Box 1308

 Lamesa, Texas 79331

* Faxed proposals will not be accepted, will be considered non-responsive, and will not be reviewed.
* All proposals must be received no later than **4:00 pm September 24, 2020.** Proposals received by WTO after this date and time will be considered non-responsive and will not be reviewed.
* Proposals not containing all the required information/documents will be considered non-responsive and will not be reviewed.
* Proposals may be withdrawn at any time prior to the due date by notifying WTO’s contact person in writing. A proposal may be modified prior to the due date by submitting an amended proposal to the contact person before the due date and time.

## E. Evaluation Criteria and Scoring

Proposals will be reviewed and scored by individuals on the bid evaluation committee. Bids will be scored according the following criteria:

* Experience and Qualifications – 40 points
	+ Years in business
	+ Experience in Commercial HVAC Installation (include experience with similar specifications)
	+ Contact information for three companies for which you have completed similar work.
* Reasonableness of Cost – 50 points
	+ Proposed pricing is consistent with current market prices.
	+ Overall price for complete job
* Disadvantaged Business Entity Certification – 10 points
	+ Must provide current certification to receive points

# III. GOVERNING PROVISIONS AND LIMITATIONS

The only purpose of this Request for Proposal (RFP) is to ensure uniform information in the solicitation of proposals and procurement of services. This RFP is not to be construed as a purchase agreement or contract or as a commitment of any kind; nor does it commit WTO to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by WTO.

A response to this RFP does not commit WTO to pay any costs incurred in the preparation of such response.

WTO reserves the right to accept or reject any proposals received, to cancel or reissue this RFP in part or its entirety.

WTO reserves the right to negotiate the final terms of all contracts or agreements that may be initiated for this RFP.

Misrepresentation of the responder’s ability to perform as stated in the information provided may result in cancelation of any contract or agreement awarded.

Responders shall not, under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee or agent of WTO for the purpose of having an influencing effect toward their own proposal or any other proposal submitted hereunder.

No employee, officer, member, or agent of WTO shall participate in the selection, award of administration of a contract if a conflict of interest, or potential conflict would be involved.

Responders shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a responder’s proposal to be rejected. This does not preclude joint ventures or subcontracts.

Any responder may withdraw information either in person or by written request by a duly authorized representative at any time prior to the scheduled closing time for receipt of proposals.

Solicitation and selection of proposals must conform to relevant state and federal laws and regulations and local policies governing the procurement of supplies, equipment and services. Responders are responsible for familiarizing themselves with these laws and regulations.

All proposals and their accompanying attachments become the property of WTO upon submission. Materials submitted will not be returned. Any material that is to be considered as confidential in nature must be clearly marked as such. All proposals are subject to the Texas Public Information act.

This is a negotiated procurement utilizing the Request for Proposal method and as such, award does not have to be made to the responder submitting the lowest price proposal, but rather the responder submitting the most responsive proposal satisfying WTO’s requirements.

Proposals must be manually signed by a person having the authority to bind the organization in a contract.

Funding for goods or services requested in this RFP is contingent upon WTO’s actual receipt and availability of funds from the Texas Department of Transportation.

Bid Protest Procedures

WTO procurement procedures will strive to provide a means which allows both parties to remedy a disagreement related to the terms of the contract and/or either party’s contractual obligation.

A Protest must be filed within three working days of the initial knowledge of the fact being protested. A request for reconsideration must be filed within three working days of receipt of the answer to the protest. A working day is defined as one working period not to include weekends, national holidays or declared natural emergencies. WTO will provide an initial response within ten working days of receipt of the protest or request for reconsideration. A final report will be made within 20 working days of receipt of the protest or request for reconsideration.

The protest must contain the name and address of the protester (corporate or individual). The solicitation or contract number or a description of the invitations to bid, and a statement of grounds on which a protest is made. Please include individual to be contacted and a telephone number in case clarification of the protest is needed.

WTO will respond in detail to each substantive allegation raised in the protest. The protest will be reviewed by a committee consisting of the Board President, Board Secretary and Executive Director. This committee will make the final decision on any protest filed with the Corporation. All determinations are considered final three working days after a protester’s receipt of our final report, usually not longer than 30 working days after protest is filed.

Only when life is at risk will a procurement be made when a protest is pending. Under no conditions will an award be made prior to the resolution of a protest, nor will we open bids if a protest is filed before bid opening. All potential vendors will be informed if a protest is filed prior to award of a bid.

A request for reconsideration will be granted only when a protester acquires data not previously known or available, or there has been an error of law or state bidding regulations.

# IV. REQUIRED GOVERNMENT CLAUSES

##

## A. No Government Obligation to Third Parties

1. The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provision.

## B. False or Fraudulent Statements of Claims

1. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, “Program Fraud Civil Remedies,” 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.
2. If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties, of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.
3. Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The Clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## C. Access to Records and Reports

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case, records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

## D. Federal Changes

1. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor’s failure to comply shall constitute a material breach of the contract.

## E. Civil Rights

West Texas Opportunities, Inc. is an Equal Opportunity Employer. As such, WTO agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, WTO 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 agreement, the Contractor shall at all times comply with the following requirement and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against an 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.
2. 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. 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
3. 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.
4. 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.

## F. Disadvantaged Business Enterprises (DBE)

1. DBE Participation. For the purpose of this Contract, WTO will accept only DBE’s who are:
	1. Certified, at the time of bid opening or proposal evaluation, By the [certifying agency or the Unified Certification Program (UCP)]; or
	2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
	3. Certified by another agency approved by WTO.
2. If submitted proposals include submissions by a DBE, WTO will request additional information from that proposer and bids will not be awarded until additional documentation is reviewed in order to make a determination in awarding the additional DBE points.

## G. Incorporation of Federal Transit Administration (FTA) Terms

1. The preceding provision include, in part certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT required contractual provisions, as stated 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 the agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

## H. Termination

1. Termination for Convenience. WTO may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in WTO’s best interest. The Contractor shall be paid its costs, including contract close out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to WTO to be paid. If the Contractor has any property in its possession belonging to WTO, the Contactor will account for the same, and dispose of it in the manner WTO directs.
2. Termination for Default (Breach or Cause). If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contact, or if the Contractor fails to comply with any other provisions of the contract, WTO may terminate this contract for default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by WTO that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, WTO, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

1. Opportunity to Cure. WTO, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to WTO’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Contractor of written notice from WTO setting forth the nature of said breach or default, WTO shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude WTO from also pursuing all available remedies against Contractor and its sureties for said breach or default.

1. Waiver of Remedies for any Breach. In the event that WTO elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by WTO shall not limit WTO’s remedies for any succeeding breach of that or of any other covenant, term, or condition of the contract.
2. Termination for Default. If the Contractor fails to deliver supplies or to perform the services within the time specified in this contact or any extension, or if the Contractor fails to comply with any other provisions of this contract, WTO may terminate this contract for default. WTO shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price of supplies delivered and accepted or services performed in accordance with the manner or performance set forth in the contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of WTO.

## I. Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
	1. Debarred from participation in any federally assisted Award;
	2. Suspended from participation in any federally assisted Award;
	3. Proposed for debarment from participation in any federally assisted Award;
	4. Declared ineligible to participate in any federally assisted Award;
	5. Voluntarily excluded from participation in ay federally assisted Award; or
	6. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by WTO. If it is later determined by WTO that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to WTO, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## J. Lobbying

The Contractor must certify, 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 certifier, to any person for influencing or attempting to influence an officer or employee of an 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.
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 certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Ay person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

## K. Prevailing wage and Anti-Kickback

1. For all prime construction, alteration or repair contracts in excess of $2,000 awarded by FTA, the Contactor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, the Contractor shall 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, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 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 Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

## L. Contract Work Hours and Safety Standards

1. For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, The Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of 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. 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 be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.
2. In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contractor for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.
3. The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any 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 as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.
4. The Contactor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the 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 the clauses set forth in this agreement.

## M. Contract Work Hours and Safety Standards for Awards Not Involving Construction

1. The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standard Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.
2. The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
3. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.
4. The Contractor shall require the inclusion of this language of this clause within subcontracts of all tiers.

# ATTACHMENT A – PROPOSAL

|  |  |
| --- | --- |
| Name of Company/Organization | Click or tap here to enter text. |
| Mailing Address | Click or tap here to enter text. |
| Authorized Representative or Contact | Click or tap here to enter text. |
| Telephone Number | Click or tap here to enter text. |
| Email Address | Click or tap here to enter text. |
| Fax Number | Click or tap here to enter text. |
| Federal Tax ID Number | Click or tap here to enter text. |
| DBE | Yes[ ]  No[ ]   |
| Type of Organization | [ ] Corporation [ ] Partnership [ ]  Sole Ownership[ ] Other (Describe)Click or tap here to enter text. |
| Name and Title of Authorized Signatory | Click or tap here to enter text. |
| Price of Each Unit Specify Pricing of 6-ton and 3-ton Separately | Click or tap here to enter text. |
| Price of Labor | Click or tap here to enter text. |
| Price of Entire Job including Removal, Installation and Additional Items Identified | Click or tap here to enter text. |
| Years of Materials Warranty | Click or tap here to enter text. |
| Years of Workmanship Warranty | Click or tap here to enter text. |
| Describe Proposed System Details Include Specifications of New Units to Be Installed | Click or tap here to enter text. |
| Years in Business | Click or tap here to enter text. |
| Please List Three Companies for Which You Have Completed Jobs Similar in Scope to This One | Click or tap here to enter text. |
| Reference #2 | Click or tap here to enter text. |
| Reference #3 | Click or tap here to enter text. |

1. Describe or Attach any additional relevant information.

Click or tap here to enter text.

# CERTIFICATIONS

1. The individual signing certifies that he/she is authorized to contract on behalf of the bidder.
2. The individual signing certifies that the bidder is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the bidder.
3. The individual signing certifies that the process in this proposal has been arrived at independently, without consultation, communication, or agreement, other than to an employee of the bidder.
4. The individual signing certifies that the prices quoted in this proposal have not been knowingly disclosed by the offeror prior to an award to any other bidder or potential bidder.
5. The individual signing certifies that there has been no attempt by the bidder to discourage any potential offeror.
6. Individual signing certifies that he/she has read and understands all of the information in this Request for Proposal.
7. Individual signing certifies that he/she has read, understand and agrees to comply with all of the **Required Government Clauses** including:
	1. No Government Obligation to Third Parties
	2. False or Fraudulent Statements of Claims
	3. Access to Records and Reports
	4. Federal Changes
	5. Civil Rights
	6. Disadvantaged Business Enterprises
	7. Incorporation of Federal Transit Administration (FTP) Terms
	8. Termination
	9. Debarment, Suspension, Ineligibility and Voluntary Exclusion
	10. Lobbying
	11. Prevailing Wage and Anti-Kickback
	12. Contract Work Hours and Safety Standards

Dated this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Offeror’s/Firm Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name and Title