



REQUEST FOR PROPOSAL

FOR

TEMPORARY STAFFING AND RECRUITMENT SERVICES

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**PART 1
REQUEST FOR PROPOSAL**

1.1 Invitation: VIA Metropolitan Transit (hereinafter "VIA") is seeking proposals from responsible Consultants and/or Firms for VIA RFP No. 26-325 TEMPORARY STAFFING AND RECRUITMENT SERVICES.

1.2 Introduction: VIA is a Metropolitan Transit Authority created according to Chapter 451, Texas Transportation Code ("VIA") to provide public transportation services for the citizens of Bexar County. The system's legal name is VIA Metropolitan Transit (VIA). VIA is a Political Subdivision of the State of Texas and governed by a Board of Trustees who are appointed by its County and Municipal Governments. VIA provides fixed route transit service, paratransit service for mobility-impaired customers, special event and park and ride service. In total, VIA's service area is approximately 1,200 square miles.

Our Mission: To take you to what matters most.

VIA's Board-adopted Supplier Diversity Policy:

VIA is committed to enhancing business/supplier diversity opportunities for all who want to do business with VIA. It is fundamental to VIA's commitment to the local economy to allow competition in order to grow and develop a portfolio of critical and valued business partners. VIA believes that generating open competition brings value and an ability to leverage the best resources in the marketplace. Supplier diversity increases VIA's access to creativity and innovation.

VIA believes that it is the responsibility of VIA's Procurement process and the responsibility of every staff member at VIA who secures products and services and who makes purchasing decisions for the Agency to strive to meet this commitment. The VIA Board of Trustees supports VIA's Procurement overall objectives which focus on obtaining the best quality and service at minimum cost and which guard against favoritism and profiteering at public expense. VIA seeks to provide equal opportunities for all businesses to participate. It is an integral element of each VIA staff member's responsibility to look to minority and small business firms for contracting opportunities. Broadening the supplier pool means better service and value for VIA.

1.3 General Information:

1.3.1 Summary of Salient Dates: Following are the tentative salient dates of the procurement process:

RFP Issue Date:	January 14, 2026
Pre-Proposal Conference:	January 27, 2026 (10:00 AM)
Last date for Receipt of Request for Clarification and/or Modifications:	February 04, 2026
Proposal Deadline:	March 03, 2026 by 2:00 PM CST
Proposal Submittal Address:	VIA Metropolitan Transit 800 W. Myrtle, Suite 203 P.O. Box 12489 San Antonio, Texas 78212
Contract Term:	Three (3) years with two (2) 1-year options to extend
Small Business Enterprise (SBE) Goal:	0%

*Unless a specific time is indicated, the time shall be 4:45 PM CST (VIA's close-of-business).

- 1.3.2 Inquiry and Questions:** Effective immediately upon release of the Request for Proposal (RFP), and until notice of contract award, all official communications from proposers regarding the requirements of this RFP shall be directed to the Contracting Officer (See section 4.6 Code of Ethics). Proposal Packages should be submitted to, and any requests and all questions should be directed to:

VIA Metropolitan Transit
Procurement Department
Attn: Jeremy Taub, CPPO
800 W. Myrtle, Suite 203
San Antonio, Texas 78212
Telephone: 210-362-2413
E-mail: Jeremy.taub@viainfo.net

- 1.3.2.1** VIA Metropolitan Transit is not responsible for any verbal exchange or any other exchange of information that occurs outside of the official process specified herein.

- 1.3.3 A Pre-Proposal Conference** will be held via teleconference at **10:00 AM, January 27, 2026**. Firms wishing to participate may join by clicking the hyperlink "Click here to join the meeting" listed below. Upon entry into the meeting firms will be asked to list their name, company name and email within the meeting chat. All prospective proposers are encouraged to attend.

Microsoft Teams meeting

[Join the meeting now](#)

Meeting ID: 239 045 407 790 22

Passcode: wN97P5zu

Dial in by phone

[+1 210-469-4151](tel:+12104694151), [964771723#](tel:+1964771723) United States, San Antonio

[Find a local number](#)

Phone conference ID: 964 771 723#

- 1.3.4 Request for Clarification and/or Modifications:** Proposers must submit requests for changes to or approval of equals, clarifications and modifications of the specifications in writing as provided in Section 4.2, Proposers Requests and Appeals, of the contract documents. The RFP documents (which will ultimately form the Contract) can only be modified in writing. The Contracting Officer must receive requests for changes to, or approval of equals, clarifications or modifications to the RFP no later than 4:45 p.m. Central Standard Time, on the date indicated above. Those requests may be emailed to the above address. The Contracting Officer will issue a response to those requests to all prospective proposers via email, and copies will be posted on VIA's internet site <https://via.diversitycompliance.com>. Proposers are responsible for ensuring that they have received all modifications and incorporated any changes in their proposals.
- 1.3.5 Preparation of Proposals:** Proposers shall submit in separate sealed packages, one (1) unbound original and 4 bound copies of the technical proposal, one (1) unbound original of the price proposal; and a flash drive with an electronic copy of the technical proposal in PDF format and the price proposal in excel format. The technical proposal package shall be labeled **"Technical Proposal -VIA RFP No. 26-325 TEMPORARY STAFFING AND RECRUITMENT SERVICES"** and the price proposal envelope shall be labeled **"Price Proposal – VIA RFP No. 26-325 TEMPORARY STAFFING AND RECRUITMENT SERVICES"** and addressed to the Contracting Officer as indicated above.
- 1.3.6 Receipt of Proposal:** Prior to the time and date indicated in section 1.3.1 entitled, "Summary of Salient Dates" all Proposal Packages shall be delivered to the Contracting Officer at the address indicated in section 1.3.2 entitled "Inquiry and Questions. Proposal Packages received after the

time and date specified shall not be considered, except as provided in section 1.6 entitled "Late Submissions.

1.3.7 Amendment and/or Postponement: VIA reserves the right to postpone, for its own convenience, the deadline for submitting proposals. Further, VIA reserves the right to unilaterally revise or amend the scope of services up to the time set for submitting proposals. Such revisions and amendments, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective proposers, and a copy will be posted on VIA's internet site. The deadline for submitting proposals shall be at least five (5) working days after the last addendum and the addendum shall include an announcement of the new date, if applicable, for submitting proposals. Proposers are requested to acknowledge receipt of all addendums as part of the technical proposal. Failure to acknowledge an addendum will not automatically disqualify a proposer, but failure to address any changes in the proposal may lead to a lower score than would otherwise be the case. Any Proposer whose proposal has already been submitted to VIA when the decision to postpone is made will be afforded the opportunity to revise or withdraw their proposal.

1.4 Acceptance Period: Proposals shall remain valid for a period of one-hundred twenty (120) calendar days from the date of submission. If a Best and Final Offer has been requested of the Offeror/Proposer, the Proposal shall remain valid for a period of up to ninety (90) additional days from the date of submission of the Best and Final Offer.

1.5 Evaluation and Selection of Proposals:

1.5.1 General:

1.5.1.1 Separate Packages: Proposers are required to respond to this RFP with two (2) separate packages: a technical proposal and a price proposal. VIA's Evaluation Committee will first evaluate the technical proposals and determine which are technically acceptable. These will be ranked within a technical competitive range. Price proposals will be opened only for those firms within the technically competitive range.

1.5.1.2 Responsiveness: In order for a Proposer to be eligible to be awarded the Contract, the Proposal must be responsive to the RFP, and VIA must be able to determine that the proposer is responsible for performing the Contract satisfactorily. Responsive Proposals are those complying in all material aspects of the solicitation. A Proposer may, at any time after the submission of the Proposal, be requested to submit further written evidence verifying that the firm(s) meets the criteria necessary to be determined a responsible Proposer. Refusal to provide requested information may result in the Proposer being declared nonresponsive, and the Proposal may be rejected.

Proposers are expected to agree with the terms contained or referenced herein. Proposers should therefore not make any changes to these terms, nor restate any provisions in their Proposal or supporting material. However, if the Proposer has any specific exceptions, they shall be submitted in writing before the Last Day to Submit Request for Clarifications and/or Modifications to the Procurement/Contract documents as specified in Section 1.3.

1.5.1.3 Organization of Technical Proposal Materials: To enhance comparability and facilitate evaluation, all proposals must be organized addressing each of the evaluation criteria as set forth in the following section entitled "Evaluation of Technical Proposal." VIA will appoint an Evaluation Committee to evaluate all proposals submitted for this project.

- A.** To be acceptable, proposals shall be of no more than 40 pages (single-sided using 12 point or greater font size) not including resumes. The Proposal pages shall be numbered and bound, or in a 3-ring binder with the proposing firm's name clearly indicated on the cover.

1.5.1.4 Minimum Qualifications: The respondents to this RFP must have the following minimum qualifications. VIA Metropolitan reserves the right to reject proposals that fail to include this information:

Offeror must affirm in writing and provide evidence with their proposal: Offeror possesses at least 2 years of experience in providing temporary employment services for Government or Municipal Agencies.

Offeror must affirm in writing and provide evidence with their proposal: Offeror must propose a mark-up % on all job categories and for Direct Placement services in (Part 10) to be responsive and are encouraged to subcontract if necessary to meet this qualification of the RFP.

1.5.2 Evaluation of Technical Proposal:

1.5.2.1 Initial Evaluation: All proposals will be initially evaluated and ranked based on weighted evaluation criteria listed below or that may be issued in addenda.

1.5.2.2 Review: The technical submittals shall be reviewed and evaluated by the Evaluation Committee on the basis of the 100-point rating system. The technical evaluation shall be based on the responsiveness of the technical submittal to the needs of VIA and to the requirements of the technical specifications with a maximum numerical rating as indicated herein.

1.5.2.3 Evaluation Form: Each member of the Evaluation Committee shall complete an evaluation form for each technical proposal submitted. The final technical rating for each proposal shall be based on the average of the total score compiled by members of the Evaluation Committee.

Item	Evaluation Criteria:	Points
1	Ability to service designated staffing categories and job titles to include: <ul style="list-style-type: none">➤ Information Technology (IT)➤ Administrative & Office Support➤ Professional Services➤ Finance & Accounting➤ General Labor	40
2	Screening and onboarding process to include: <ul style="list-style-type: none">➤ Drug Testing➤ Background Checks➤ Maintenance of Records	30
3	Demonstrated experience and qualifications: <ul style="list-style-type: none">➤ References➤ The Company's background and experience➤ Offeror's ability to meet the service delivery requirements of the RFP➤ Timekeeping➤ Direct Placement Services	15
4	Value-added service offerings: <ul style="list-style-type: none">➤ Volume Discounts➤ Onboarding/Payroll Services➤ Reporting➤ Any other as specified by Offeror	10
5	Replacements and guarantees: <ul style="list-style-type: none">➤ For direct hire candidates➤ Conversion Fee Schedule for Temporary Staff	5
Total Technical Points (max 100)		100

1.5.2.4 Technical Evaluation: Following an initial evaluation and ranking of all technical proposals submitted, VIA will identify those firms technically qualified to perform the work

regardless of price. If VIA determines that a Proposal is not technically sufficient, or a Proposer is not technically qualified, that Proposal will not be evaluated further.

1.5.2.5 Further Discussions/clarification: After determining which of the technical proposals are within the competitive range, the Committee will determine whether acceptance of the most favorable initial proposal without discussion is appropriate and in the best interest of VIA or whether negotiation should be conducted with all proposers within the competitive range. If the Committee determines it is in the best interest of VIA to enter negotiations with the proposers in the competitive range, the committee may submit, only to the proposers in the competitive range, questions regarding their proposals which it feels are appropriate for discussion or which need additional clarification. Proposers shall be prepared to respond, in writing, to all questions within the time frame provided by the Technical Evaluation Committee. If deemed necessary by the Committee, oral interviews and discussions with the proposers may be required.

1.5.2.6 Interviews: The committee will determine whether acceptance of the most favorable initial proposal without discussion is appropriate, or whether interviews and/or discussions should be conducted with all Proposers within the competitive range. VIA personnel may visit the Contractor's work facility during the evaluation period.

1.5.2.7 Negotiations: The committee or designated members of the committee may negotiate with each Proposer whose proposal falls within the overall competitive range. Each Proposer remaining within the overall competitive range at the close of negotiations may be allowed to submit a "Best and Final Offer."

1.5.2.8 Re-evaluation (if necessary): When discussions (if conducted) have been completed, the technical proposals from the proposers in the competitive range shall be re-evaluated and ranked based on documented changes and modifications to the proposals. All changes or modifications to the proposal must be documented in writing to be considered in the re-evaluation.

1.5.3 Evaluation of Price Proposal:

1.5.3.1 Opening of Price Proposal: VIA will evaluate the Price Proposals of those firms who are determined to be technically acceptable to perform the work and ranked within the technically competitive range.

1.5.3.2 Scoring: The Selection Committee's recommendation for award of this contract shall be based on the highest total points for each submittal. This number shall be arrived at by adding the average total rating for the Technical Proposal to the point rating determined for the Price Proposal:

$$\frac{\text{Lowest Price}}{\text{Firm's Price}} \times 60 \text{ points} = \text{Price Score}$$

The price score of Firm B is shown in the following example:

<u>Firm</u>	<u>Price Proposal</u>	<u>Price Score</u>
A	\$100	60.00 points
B	\$125	48.00 points
C	\$115	52.17 points

$$\frac{\$100.00 \text{ (Lowest Price, Firm A)}}{\$125.00 \text{ (Firm B Price)}} \times 60 \text{ points} = 48 \text{ points}$$

1.5.4 Combined Proposal Scoring: The sum total points scored on both the technical (100-point maximum) and price (60-point maximum) will be considered in the determination of the overall competitive range and contract award.

An example of the combined scoring follows:

<u>Firm</u>	<u>Technical Score</u>	<u>Price Score</u>	<u>Total Score</u>
A	89 points	60.00 points	149.00 points
B	86 points	48.00 points	134.00 points
C	93 points	52.17 points	145.17 points

In this example, Firm A is the highest rated firm in the overall competitive range.

1.5.5 Best and Final Offer: The best and final offer will contain all information and documents necessary to state the Proposer's entire proposal without reference to the original proposal or to any supplements that may have been submitted during negotiations. All Proposers that submit best and final offers will be evaluated by the committee, or designated committee members, based upon those best and final offers.

1.5.6 Contract Award: It is VIA's desire to contract firms that can provide expertise, quality, experience, and resources to effectively provide the services required. VIA reserves the right to contract with multiple firms within the competitive range. Therefore, VIA may not necessarily make an award to the offeror with the lowest price. VIA will make the award to the responsible Offerors whose proposals are most advantageous to VIA with price and other factors considered.

1.6 Late Submissions:

1.6.1 Receipt Prior to Award: Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

- (a) was sent by registered or certified mail and postmarked no later than the fifth calendar day before the date specified for receipt of proposals (e.g., a proposal submitted in response to a solicitation requiring receipt of proposals by the 20th of the month must have been postmarked on or before the 15th); or
- (b) was sent by courier service which guaranteed delivery by the submittal deadline; or
- (c) is the only proposal received.

1.6.2 Postmark: The only acceptable evidence to establish the postmark date of a proposal or modification sent by registered or certified mail is the U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service.

1.6.3 Courier Delivery Date: The only acceptable evidence to establish the courier service guaranteed delivery date is a receipt or other documentary evidence which will establish that the proposal or modification was sent by a courier service to be delivered timely.

1.6.4 Time/date Stamp: The only acceptable evidence to establish the time and date of receipt at VIA is the time/date stamp on the proposal wrapper or other documentary evidence of receipt maintained by VIA.

1.7 Documents to be Submitted with Technical Proposal: The following documents/forms (attached hereto in the sections indicated) must be completed by the Offeror and submitted with the Technical Proposal. Failure to do so may deem the proposal as non-responsive.

1.7.1 Forms:

- 9.1.1** Offer and Certifications Form
- 9.1.2** Acknowledgment of Addenda
- 9.1.3** List of Similar Contracts/References
- 9.1.4** Affidavit of non-collusion

- 9.1.5 Certification of Restrictions on Lobbying
- 9.1.6 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
(This form must be submitted for all Subcontractors)
- 9.1.7 Business Questionnaire **(This form must be submitted for all Subcontractors)**
- 9.1.8 Conflict of Interest Questionnaire
- 9.1.9 Certificate of Interested Parties (Form 1295) **[For solicitations valued at \$100,000 and above]**
- 9.1.10 Contractor Utilization Plan – Small Business Enterprise (SBE)
- 9.1.11 Intent to Perform for SBE Goal Requirement
(only if SBE contract goal greater than 0% is stated)
- 9.1.12 Documentation of Good Faith Efforts – SBE Goal
(only if DBE/SBE contract goal greater than 0% is stated)
- (Proposed SBE firms must be certified by the proposal due date)**
- 9.1.13 Environmental and Sustainability Management System Contractor Briefing and Awareness Package

- 1.8 **Price Proposal Submission:** Proposers must submit their Price Proposals utilizing the forms provided in this document as **Part 10, Price Proposal**.
- 1.9 **Small Business Enterprise Goal:** VIA has established an SBE participation goal of 0 %. The SBE participation percentage is based on the scope of work for this project.
- 1.10 **Proof of Insurability:** Proposers must submit a copy of their current certificate of insurance (COI) with their proposal. If the COI does not include the required coverage and minimum limits as specified in the RFP, Proposers must also submit a letter from their insurance provider stating the provider's commitment to insure the Proposer, if awarded the contract, for the types of coverage and at the limits specified in the RFP.

PART 2
SCOPE OF WORK, TERMS AND CONDITIONS

2.1 Contract: Submission of a proposal constitutes an offer to perform the work specified and to be bound by the terms contained or referenced herein. Upon acceptance of the offer, and upon award of the Contract to the successful offeror (if any), this procurement solicitation document (entitled "Request for Proposal") together with the completed and executed forms required herein, and all attachments hereto, together with the documents listed below (incorporated into this Contract by reference) shall collectively constitute the Contract. In case of any conflict among these documents where the intended resolution is not clear, the order of precedence shall be:

- 1) Change Orders or Contract Modifications
- 2) Best and Final Offer
- 3) Negotiation Memorandum (if any)
- 4) Addenda to the RFP
- 5) VIA's Scope of Work, Terms and Conditions
- 6) Contractor's original proposal

2.2 Contract Period:

2.2.1 Commencement: Contractor agrees to commence work within ten (10) business days from the date the Contract is awarded.

2.2.2 Performance Deadlines: Subject to any delays caused by strikes, fires, or other casualties, and any other causes of delay over which the Contractor may have no control, Contractor agrees to use due diligence in completing the work set out in the scope of work.

2.2.3 Term: The term of the contract is for three (3) years with two (2) 1-year options to extend.

2.3 General Information: The Contractor, in accordance with the terms, provisions and requirements of this Contract shall manage, perform and provide all activities and services and produce all reports set out in the Scope of Work incorporated herein. Modifications or alterations to the Scope of Work may be made only pursuant to prior notification and written approval of VIA.

VIA is seeking the services of qualified firms on a non-exclusive basis who possess the desired knowledge, skills, and experience to provide temporary staffing, and/or permanent employees, to work in hourly through executive-level positions at VIA facility locations. This solicitation may result in Contract awards to a single or multiple Providers. Services will be provided on a Task Order (TO) basis and there is no guarantee of purchase commitment.

Following contract award, VIA will issue requests to one or more Contractor(s) for services based on a Scope of Work (Job description) as needed. Within the timeframe allotted by VIA, the Contractor(s) will submit candidates resumes with rate card for the appropriate level of service required to complete the specific job title for the negotiated pay rates based on the established mark-up (%) in the contract. After a candidate is selected for either temporary or direct placement and a mutually agreed price is determined, VIA will issue a Purchase Order (Task Order) authorizing the employee's start date. Work shall not begin until an executed Purchase Order has been issued. VIA reserves the right to negotiate hours, staffing levels, and other service requirements when issuing each Task Order. VIA may elect to discontinue the Task Order at any time for any reason or no reason. If negotiations fail to produce a satisfactory candidate with the selected Contractor, VIA will terminate negotiations and may then begin negotiations with the next most highly qualified Contractor determined by VIA. This process will continue, as necessary, until successful negotiations are concluded for the issuance of a Task Order.

VIA may choose to interview any or all candidates proposed during the Task Order process by video conference, phone and/or on-site interviews as requested. For Direct Hires, VIA's Human Resources Department will interview shortlisted candidates and select the individual who best meets the requirements

of the position based on a combination of experience and qualifications. Selected candidates will be sent to a VIA approved collection site for pre-employment drug and alcohol screening at VIA's expense.

- 2.4 Scope of Work:** VIA Metropolitan Transit Authority (VIA) invites qualified staffing agencies to submit proposals to provide temporary staffing and direct placement services. The goal is to award new contracts to establish a pool of providers, categorized by service specialty, for contingent workforce needs. The purpose of this RFP is to solicit proposals for the purchase of temporary employment services for VIA. The scope of services will assist VIA with establishing a ready supply of temporary personnel to fulfill the employment needs of VIA, as requested by VIA's Human Resources Department. Any quantities listed in this RFP are estimated annual requirements and are not to be construed as a guaranteed quantity to be purchased under the terms of this contract.

This is an Indefinite-Delivery Indefinite-Quantity (IDIQ) contract, and services will be purchased on an as-needed basis at VIA's sole discretion throughout the term of the contract. VIA reserves the right to award multiple contracts as a result of this solicitation. Contracts will be awarded on an All or None basis. Offeror(s) must propose a mark-up % on all job categories and for Direct Placement services in (Part 10) to be responsive and are encouraged to subcontract if necessary to meet this requirement of the RFP.

2.5 Scope of Services: Temporary Staffing Services

The selected Temporary Staffing Solutions Firm(s) will be required to provide temporary personnel to support staffing needs for VIA's departments. Temporary staffing needs span a broad range of skill sets, including, but not limited to; VIA reserves the right to add new positions as required.

- Executive/Managerial – Typical duties include being responsible for overseeing the productivity of a division and/or department, supervising staff, and managing department/division budgets.
- Administrative/Secretarial (Basic) – Typical duties include answering phones, filing, copying, faxing, scanning, opening mail, serving as receptionist, data entry, and typing.
- Administrative/Secretarial (Advanced) – Typical duties include answering phones, filing, copying, faxing, scanning, opening mail, serving as receptionist, data entry, and typing. Additionally, the candidate must be proficient in Word, Excel, Power Point, and be able to quickly learn other VIA specific programs.
- Event Staff – Typical duties include providing customer service at special events, assisting patrons as needed, to include the loading of buses under the supervision of VIA Transit Supervisors.
- Special Cleaners – Typical duties include the cleaning of offices, maintenance facilities, transit centers and revenue vehicles.
- Application Developer – Typical duties include building, enhancing, or debugging various computer applications.
- System Administrator – Typical duties include Windows server system administration and application administration.
- Network Architect/Network Engineer – Typical duties include network design, configurations, and administration.
- Technical Support Analyst – Typical duties include computer and device support, application support, and device setup, administration, and troubleshooting.
- Accounting Clerk – Typical duties include entering accounts payable, accounts receivable or other data entry, along with verifying that information entered is correct.
- Accountant – Typical duties include various general budget-related work, including working with journal entries and doing account reconciliations.
- Analyst – Typical duties include doing a variety of variance analysis work, cost analysis and budget-related work.

All positions will be in-person placed at one of VIA's San Antonio, Texas based facility locations.

2.5.1 Pre-Employment Screening and Verification Requirements

VIA requires that all contractors ensure candidates for temporary staff positions successfully complete comprehensive pre-employment screening, including drug testing and background

checks, prior to placement.

The Contractor shall be responsible for conducting and documenting all required checks. Verification documentation demonstrating that finalists have successfully passed these screenings must accompany each candidate's submission.

At a minimum, the Contractor shall perform the following checks:

1. Employment History Verification: Confirm up to ten (10) years of work history, including job titles, dates of employment, and reason for separation. Any employment gaps exceeding 30 consecutive days must be documented and explained.
2. Education Verification: Confirm that educational credentials, licenses, and certifications meet the position's requirements.
3. Military Service Verification: Verify military service records, if applicable.
4. Credit Report Check: Review credit reports, including credit issues, public records, tax liens, employment history, and previous addresses, if applicable.
5. National Criminal Conviction Record Check: Conduct a nationwide search of criminal conviction records.
6. Sex Offender Registry Check: Confirm the candidate is not listed in any state or national sex offender registry.
7. Social Security Number Trace: Verify identity and prior addresses.
8. Global Security Watch List Check: Confirm the candidate is not listed on any federal
 - a. or international watch lists.
9. International Employment Verification: Conduct a comprehensive search to verify
 - a. any international work history, if applicable
10. Motor Vehicle Record Search: Obtain and review motor vehicle records for any position requiring the operation of a vehicle.
 - a. In addition, the Contractor must:
11. Conduct a Texas state-level background check, drug screening, and/or other required screenings (e.g., FBI fingerprinting) for all temporary agency employees referred to VIA. Copies of completed checks must be provided to VIA Human Resources prior to the start of any assignment.
12. Repeat background and drug screening if there is a break in assignment of 30 days or more, or as otherwise required by state or federal law.

The Contractor must maintain written records of all verification efforts, including the dates of verification, sources contacted, and results obtained. These records must be provided to VIA upon request, subject to applicable privacy laws.

No individual may be assigned to work at VIA until all required pre-employment checks have been completed, and all documentation has been submitted.

Failure to comply with these requirements may result in the removal of personnel, rejection of candidate submissions, termination of the contract, or other remedies as determined by VIA. Additionally, all candidates presented must meet the minimum qualifications outlined for each specific opportunity.

For each candidate presented for temporary placement, the Contractor must provide, upon request:

1. Resume
2. Cover letter (if available)
3. A profile summary of the candidate
4. Any applicable assessment results

2.6 Service Delivery Expectations

2.6.1 Hours of Operation

2.6.1.2 Monday through Friday; 8:00 a.m. to 5:00 p.m. (CST).

- 2.6.1.2 Possess the ability to provide additional/ extended hours, evenings, or weekends for temporary employment services, upon the request of VIA.

2.6.2 Service Requests and fulfillment

- 2.6.2.1 Route all temporary employment service requests for the VIA Metropolitan through the designated VIA - Human Resources personnel.
- 2.6.2.2 Possess the ability to provide electronic ordering capabilities for temporary employment service requests.
- 2.6.2.3 Respond to requests for temporary employment services within four (4) hours after issuance/notification from VIA personnel.
 - 2.6.2.3.1 Emailed acknowledgement is preferred.
 - 2.6.2.3.2 Preferred turnaround time is one (1) business day for Clerical/ Administrative, Laborer; (2) business days for Professional and Finance; three (3) days for Information Technology.

2.6.3 Assignment Changes and Conversions

- Provide 30-day written notification to the designated VIA – Human Resources and personnel, prior to terminating delivery of temporary employment services, except under circumstances beyond the Offeror's control.
- If the Offeror's temporary employee is released from assignment with VIA for any reason, re-assignment is at the discretion of VIA. Notification of reassignment is to be approved by the designated VIA - Human Resource personnel before placing into the assignment.
- VIA reserves the right to convert employee(s) from temporary assignment(s) to new hire(s).

2.7 Identification - VIA will issue identification badges to all temporary agency personnel assigned to VIA. These badges:

- Will clearly identify the individual as a temporary agency employee
- Must be worn at all times while on VIA premises
- Must be returned to VIA at the end of the assignment or upon request

The Contractor is responsible for ensuring that all assigned personnel comply with VIA's badge policies and procedures, including prompt return of badges at the conclusion of each assignment.

2.8 Timekeeping

- Provide time sheets to the temporary agency employee(s), prior to the start of the assignment with VIA.
- Possess the ability to send and receive all temporary agency timesheets Electronically

2.9 Pre-Employment Requirements

Vendors must include with their proposal a detailed description of their standard operating procedures regarding pre-employment testing. This should include, at minimum:

- Drug testing
- Criminal background checks
- I-9 verification
- Education verification
- Prior employment verification
- Driving record verifications (where relevant)

Any contract awarded by this RFP is non-exclusive, and VIA reserves the right to select one or more vendors from the submitted proposals to establish a pool of Contractors. Temporary staffing services shall only be requested by the Human Resources Department through specific Requests for Services. Compensation for services will be according to mark-up percentages (rates) established in the contract(s).

2.10 Direct Placement Services

Vendors should provide recruitment and placement services for permanent positions as requested.

Services include candidate sourcing, screening, interviewing coordination, and offer management. Vendors must provide guarantees for candidate replacements, typically ranging from 60 to 90 days post-placement.

- Include with proposal submission a detailed timeline and marketing strategy for recruitment along with a proposed methodology for attracting the best possible candidates.

2.11 Job Categories

Offeror(s) must propose a mark-up % on all job categories and for Direct Placement services in (Part 10) to be responsive and are encouraged to subcontract if necessary to meet this requirement of the RFP.

- **Category 1: Information Technology (IT)**
- **Category 2: Administrative & Office Support**
- **Category 3: Professional Services**
- **Category 4: Finance & Accounting**
- **Category 5: General Laborer**

Job Categories are subject to change throughout the duration of the contract at the discretion of VIA.

2.12 Compensation Amount and Schedule

Rate Card - Submit a markup percentage in Part 10 of the RFP for each category listed above. VIA will set the Bill Rate for each temporary position at the time of placement. Use this structure for both temporary staffing and direct placements where applicable.

Please include:

- Markup percentage
Example: If a candidate is paid \$30/hour and your agency charges VIA \$37.50/hour, the markup is 25%.

Markup variances by job classification are acceptable and should be clearly indicated.

2.13 Volume Discounts

Describe any volume discount programs your agency offers, including:

- Thresholds to qualify
- Discount percentages
- Terms and conditions

2.14 Discounted "Pay Rolled" Candidate Rates

If VIA identifies a candidate and requests your agency to onboard them (i.e., "payroll" candidates), please provide:

- Discounted administrative rate or markup
- Services included (e.g., onboarding, payroll setup, drug testing, I-9)

2.15 Conversion Fees

If VIA hires a temporary candidate for a permanent position, provide your conversion fee schedule, including:

- Standard conversion fee
- Discounted rates based on hours worked
- Sliding scale or thresholds, if applicable
- Reporting
- Provide reports to include, but not limited to:
 - VIA Metropolitan location and department name
 - Bill Rate
 - Employee dates worked
 - Job Description
 - Name of Employee
 - Number of Hours Approved
 - Number of hours worked in the period and cumulative totals,
 - Rate of Pay
 - Retention

- Turnover
- Year-to-Date Totals (per the VIA Metropolitan's fiscal year of October 1-September 30).

Administrative Requirements:

- 1) The Contractor shall comply with all applicable VA facility and information security policies and procedures.
- 2) Unless notified otherwise, in writing by VIA, the Contractor must assume that all VIA Data and information are both confidential and critical to VIA's operations. The Contractor's security policies, plans and procedure for the handling, access and, if appropriate, destruction of that data must be commensurate to this level of sensitivity.
- 3) As applicable, VIA will provide office space and VIA-owned computers for selected candidates. The candidates shall not connect any non-VIA computer or telecommunications equipment to VIA's network without written consent from VIA's Project Manager. Personal and corporate laptop computers are included in this prohibition.
- 4) Contractors shall assign a Project Manager, at no cost to VIA, who shall:
 - a. Be responsible for overseeing compliance with the terms and conditions of the base Contract and Task Orders.
 - b. Be available in a timely manner to discuss any contract-related issues and individual engagements that result from Task Orders.
- 5) The Contractor's not-to-exceed mark-up percentages proposed shall cover all services required under this Contract. The proposed % must be inclusive of any and all direct and indirect costs including Project Manager, overhead costs, clerical personnel, travel, computer charges, postage and all other expenses related to the engagement.
- 6) Upon request from VIA; Contractor shall provide periodic reporting on quantities and types of services purchased throughout the duration of the contract.

Special Conditions: VIA will engage the successful Contractor(s) on a non-exclusive basis. VIA may simultaneously engage with other successful Contractors. VIA is free to use or not use successful Contractor(s) at the agency's sole discretion. VIA reserves the right to continue its own search, including but not limited to, posting on internal and external websites, newspapers, external job boards, and any other employment postings. VIA will determine the most appropriate arrangement and negotiate best staffing compensation and value on a case-by-case basis. There is no guaranteed purchase commitment. VIA will have the right, in its sole discretion, to reject any candidate or individual referred by the Contractor for potential employment that VIA deems to be unqualified or unfit for the specified position.

PART 3 GENERAL TERMS

3.1 General Definitions:

"Appeal" means a formal request for reconsideration of a determination rendered by the Contracting Officer in respect of:

- (a) a request, prior to contract award, as set forth in the section entitled, "Proposers' Requests," herein; or
- (b) a dispute concerning a question of fact, arising after contract award as set forth in the section entitled "Disputes," herein.

"Apprentice" (in the context of construction contracts) means (a) a person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training or with a State apprenticeship agency recognized by the Bureau; or (b) a person in his first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship council (where appropriate) to be eligible for probationary employment as an apprentice.

"Authorized Signature" is the written authorization of the person who is executing this Contract on behalf of the Proposer/Contractor and who is authorized to bind the Proposer/Contractor.

"Contracting Officer" is that person designated by VIA to enter into and administer this Contract and make determinations and findings up to his/her level of authority, in regard to the Contract on behalf of VIA. For the purpose of this Contract, the Contracting Officer is the individual identified in the section entitled "Inquiry and Questions" or otherwise designated by VIA.

"Contractor" means the person or legal entity prior to contract award, submitting a response to a procurement solicitation (IFB, RFQ or RFP); it also means the successful Proposer to whom the Contract is ultimately awarded. Any reference to "Bidder," "Proposer," or "Offeror," also applies to Contractor after award. It is generally intended that these terms be interchangeable.

"Day" unless otherwise defined, shall be defined as a calendar day.

"DEO" means Diversity and Economic Opportunity department for VIA Metropolitan Transit.

"DBE" means **"Disadvantaged Business Enterprise"**.

"Final Acceptance" (used in the context of construction contracts) means all provisions of the Contract have been completed to VIA's satisfaction, including punch list items.

"FTA" means Federal Transit Administration a division of the United States Department of Transportation.

"Liquidated Damages" means the amount assessed in lieu of actual damages, for the failure to complete the work in a timely manner and not as a penalty, at the agreed rate per calendar day expressed herein in the section entitled "Liquidated Damages."

"Indefinite Quantities Contract" or **"IDQ"** refers to those service Contracts providing for a specific term and fixed labor rates, pursuant to which specific Task Orders may be issued on an as needed basis.

"Invitation for Bid" or **"IFB"** means the formal procurement issued by VIA (see also, "Procurement") and, where the context allows, also includes "Requests for Qualifications" (RFQs) and "Requests for Proposal" (RFPs).

"Notice of Award" is the written notice sent by VIA notifying the selected Proposer of the award of contract, and acceptance of Proposer's offer to perform under the terms contained herein. In the absence of a formal Notice of Award, the receipt of a Notice to Proceed or Purchase Order issued by VIA shall serve as notice of the award.

"Notice to Proceed" (in the context of construction contracts) is the written notice sent by VIA after the Contractor has complied with the submission of the required SBE information, a Performance Bond, Payment Bond, Warranty Bond and/or Insurance as required by VIA, and which notifies the Contractor to commence performance under the Contract. For contracts not requiring a Performance Bond, Payment Bond, Warranty Bond and/or Insurance, VIA will issue a Purchase Order. Issuance of a Purchase Order shall serve as a Notice to Proceed.

"Plans" (in the context of construction contracts) are the parts of the Contract which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Architect/Engineer and/or Contracting Officer.

"Procurement" means the formal solicitation issued by VIA, for services, goods, supplies, or work, and includes Invitations for Bid (IFBs), Requests for Qualifications (RFQs) and/or Requests for Proposal (RFPs), as applicable.

"Proposer" is the person or legal entity responding to this procurement solicitation. The term also includes **"Bidder," "Offeror"** and/or **"Contractor."**

"Protest" means a formal request contesting:

- (a) a final ruling issued by the Contracting Officer in the case of a request for clarification of the specifications or a request for approval of an equal or modification of the specifications.
- (b) any alleged impropriety or other similar situation arising prior to bid opening; or,
- (c) the award of contract.

"Protest Committee" is the three (3) member group established by VIA for the purpose of reviewing protests submitted by a Proposer or supplier.

"Provide" means to furnish and install completely and ready for use.

"Purchase Order" means the written order sent by VIA on its form ordering the equipment or supplies in accordance with the terms and conditions of the Procurement.

"Request for Proposals" or **"RFP,"** see "Procurement."

"Request for Qualifications" of "RFQ," See "Procurement."

"Reserved" is a term utilized to delete standard terms and conditions that are not applicable to a specific procurement.

"Specifications" means the written description and statement of necessary requirements of the equipment, construction, services and/or supplies to be provided, including the technical specifications, if any.

"South Central Texas Regional Certification Agency" or **"SCTRCA"** means that agency whose membership consists of various local governmental entities, including VIA; the purpose of which is to provide a unified resource for firms to seek SBE certification and information on doing business with SBE-certified firms. SCTRCA may be reached at (210) 362-2077.

"Subcontractor" means any person, firm or corporation supplying services, labor and/or materials under separate contract or agreement with, the Contractor.

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

"Supplier" means any manufacturer, company, or agency providing units, components, or subassemblies for inclusion.

"Task Order" (in the context of Indefinite Quantity Contracts (IDQs)) means the specific scope-of-work for a particular assigned project issued at VIA's discretion.

"Technically Competitive Range" – The range of prospective contractors that demonstrates a technically satisfactory approach and has satisfactory qualifications as well as a reasonable chance of being selected for award of a contract.

"Texas Open Records Act" or **"TORA"** means Chapter 552, Texas Government Code.

"VIA" means VIA Metropolitan Transit, San Antonio, Texas. References to **"grantee," "recipient"** or **"purchaser"** shall also mean **"VIA."**

"Work" is any, and all labor, supervision, services, materials, machinery, equipment, tools, supplies, and facilities called for by the Contract and necessary to the completion thereof.

"Work On (At) the Project" means work to be performed at the location of the project including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any subcontractor.

3.2 Relationship and Work in General: Contractor, an independent contractor, covenants and agrees to perform for the stated compensation, all of the services described in Part 2, entitled "Scope of Work, Terms and Conditions" of this Contract. Contractor agrees to complete the work in a professional and workmanlike manner with a high degree of care to ensure the accuracy and timeliness thereof.

3.2.1 Assignment of Personnel: Contractor agrees to assign qualified staff members including a Project Director who shall be responsible for the task administration and work performance.

3.2.2 Employment of Personnel: Contractor agrees to employ, at its own expense, all personnel required in performing the services under this contract. Personnel employed by Contractor shall not be employees of, nor have any contractual relationship with VIA. All personnel engaged in the work shall be fully qualified and shall be authorized or licensed to perform such work as required.

3.2.3 Subcontracts:

3.2.3.1 Use of Subcontractors: The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

3.2.3.2 Written Approval of VIA: Reserved.

3.2.3.3 Responsibility for Subcontractor(s) Acts: VIA's approval of a subcontract notwithstanding, VIA shall not be obligated to any third party, including any subcontractor retained by consultant, for payment of any work or services performed under this Contract, or to provide any

work or services as compensation for any work or services performed under this contract. The Contractor is and shall be fully responsible to VIA for acts and omissions of Contractor's subcontractors and any person directly or indirectly employed by the subcontractor.

3.2.3.4 Binding of Subcontractors: Unless specific waiver is granted in writing by VIA, subcontractor shall be subject to each and every relevant and applicable provision of this Contract. Compliance by subcontractors with this Contract shall be sole responsibility of the Contractor.

3.2.3.5 Lack of Privity: Nothing contained in this contract shall create any contractual relation between any subcontractor and VIA.

3.2.3.6 Consent Not Acceptance of Price or Waiver: Neither consent by the Contracting Officer to any subcontract nor any provisions thereof nor approval of the Contractor's procurement system shall be construed to be a determination of the acceptability of any subcontract price or of any amount paid under any subcontract or to relieve the Contractor of any responsibility for performing this contract, unless such approval or consent specifically provides otherwise.

3.2.3.7 Cost-Plus Subcontract: The Contractor agrees that no subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost-basis.

3.2.3.8 Substitution of Subcontractors: Reserved.

3.2.3.9 INDEMNITY: BY SUBMISSION OF PROPOSAL THE CONTRACTOR AGREES THAT HE/SHE/IT WILL INDEMNIFY AND SAVE VIA HARMLESS FROM ALL CLAIMS GROWING OUT OF THE LAWFUL DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, AND ALL SUPPLIES, INCLUDING COMMISSARY, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. THE CONTRACTOR SHALL, AT VIA'S REQUEST, FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREIN ABOVE DESIGNATED BE PAID, DISCHARGED, OR WAIVED. IF THE CONTRACTOR FAILS TO DO SO, THEN VIA MAY, AFTER HAVING SERVED WRITTEN NOTICE, DIRECT, OR WITHHOLD FROM THE CONTRACTOR'S UNPAID COMPENSATION A SUM OF MONEY DEEMED REASONABLY EFFICIENT TO PAY ANY AND ALL SUCH CLAIMS UNTIL SATISFACTORY EVIDENCE IS FURNISHED THAT ALL LIABILITIES HAVE BEEN FULLY DISCHARGED WHEREUPON PAYMENT TO THE CONTRACTOR SHALL BE RESUMED, IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT, BUT IN NO EVENT SHALL THE PROVISIONS OF THIS SENTENCE BE CONSTRUED TO IMPOSE ANY OBLIGATIONS UPON VIA TO EITHER THE CONTRACTOR OR HIS SURETY.

3.3 Termination of Contract:

3.3.1 Termination for Convenience: VIA may terminate this contract, in whole or in part, at any time without cause and solely for the convenience of VIA by giving written notice of termination to the Contractor, which will not be less than ten (10) business days. The Contractor will be paid fees and expenses for work performed up to the time of termination and that meet the bargained for standards under the contract. VIA reserves the right to direct, within the termination notice, what work may be performed prior to the effective date of termination. To be paid, unless an extension is authorized in writing by VIA, the Contractor must submit its final invoice/claim within thirty (30) calendar days of the date of termination. If the Contractor has any property in its possession belonging to VIA, the Contractor will account for same and dispose of it in the manner VIA directs, including but not limited to returning same to VIA. Upon disposal of any VIA property as directed, VIA shall then pay Contractor's final invoice, provided however, that such payment does not exceed the maximum amount of this Contract.

3.3.2 Termination for Default:

3.3.2.1 Default: In the event the Contractor breaches the terms or violates the conditions of this

Contract and does not cure the default within ten (10) business days after receiving written notice of such default from VIA, VIA may immediately terminate the Contract and pursue any and all legal and equitable remedies available to it against the Contractor.

3.3.2.2 Notice: Termination shall be affected by serving a written notice of termination on the Contractor setting forth the manner in which the Contractor is in default. Service shall be obtained by personal delivery or delivery by mail, registered or certified, postage prepaid with return receipt requested and addressed to the Contractor at the most recent address provided by Contractor.

3.3.2.3 VIA Options: In addition to any and all other remedies at law or in equity that are available to VIA, default by the Contractor may result in the occurrence of one or more of the following:

- (a) VIA may complete such contract without further liability to the Contractor for compensation for any labor, supplies or materials furnished by the Contractor under the contract; and
- (b) To the extent applicable, VIA may direct the Contractor to remove any equipment delivered and/or installed by the Contractor and to refund to VIA any amounts paid by VIA to the Contractor, and VIA shall have no further liability to the Contractor; and
- (c) VIA may contract to acquire supplies or services similar to those terminated and Contractor shall remain liable to VIA for any difference in the total costs and expenses incurred by VIA.

3.3.2.4 Compensation and Liability: The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance bargained for and set forth in the contract. In addition to any other available remedies, the Contractor and to the extent applicable, the Contractor's surety or sureties shall be liable to VIA for all costs, loss or damage incurred for supplies or services to complete the contract.

3.3.3 Termination of Subcontracts: As directed to do so in the notice of termination, Contractor agrees to and shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts which relate to the performance of this Contract. To this effect, VIA shall not be liable to Contractor nor Contractor's creditors for any expense, encumbrances or obligations whatsoever incurred after the date of termination.

3.4 Breaches and Dispute Resolution:

3.4.1 Disputes: Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Contracting Officer. This decision shall be final and conclusive unless within ten (10) working days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Vice President of Procurement. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Vice President of Procurement shall be binding upon the Contractor and the Contractor shall abide by the decision.

3.4.2 Performance During Dispute: Unless otherwise directed by VIA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

3.4.3 Remedies: Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between VIA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Texas.

3.4.4 Rights and Remedies: The duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by VIA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor

shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

- 3.5 Inspection of Work:** VIA shall have the right to review and inspect the progress of the work described herein at all times.
- 3.6 Copyright:** No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor. All reports, maps, and other documents produced under this contract shall become the property of VIA. The Contractor shall, at its expense, defend all suits or proceedings instituted against VIA and pay any award of damages assessed against VIA in such suits or proceedings, insofar as the same are based on any claim that materials furnished, or work performed, under the contract constitutes an infringement of any patent, trade secret, copyright, or any other proprietary right.
- 3.7 Proprietary Rights:** Contractor agrees not to release data or information about the results of the project to any person outside of VIA without first obtaining written authorization to release such information from VIA.
- 3.8 Indemnification:** CONTRACTOR covenants and agrees to **FULLY INDEMNIFY and HOLD HARMLESS**, VIA, the Board of Trustees, and its employees, officers and representatives, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal bodily injury, death and property damage, made upon VIA, directly or indirectly arising out of, resulting from or related to CONTRACTOR'S activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this Agreement, all without, however, waiving any governmental immunity available to VIA under Texas law and without waiving any defenses of the PARTIES under Texas law. **IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF VIA, THE BOARD OF TRUSTEES, EMPLOYEES, OFFICERS, AND/OR REPRESENTATIVES OF VIA, UNDER THIS AGREEMENT.** The provisions of this INDEMNITY are solely for the benefit of the PARTIES hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall promptly advise VIA in writing of any claim or demand against VIA or CONTRACTOR known to the CONTRACTOR related to or arising out of CONTRACTOR'S activities under this Agreement and shall see to the investigation and defense of such claim or demand at CONTRACTOR'S cost. VIA shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph. **IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION 3.7, IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY, PROTECT AND HOLD HARMLESS VIA FROM THE CONSEQUENCES OF VIA'S OWN NEGLIGENCE, PROVIDED HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF VIA IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF VIA IS THE SOLE ACTIVE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF VIA AND IN THE NAME OF VIA, ANY CLAIM OR LITIGATION BROUGHT AGAINST VIA AND ITS BOARD OF TRUSTEES, EMPLOYEES, AGENTS, OFFICERS, AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS HEREIN SET FORTH.**
- 3.9 Ownership of Documents:** The parties agree and understand that any and all documents produced under this Contract are the sole and exclusive property of VIA and VIA retains ownership of all such documentation including, but not limited to, studies, plans, specifications, and all related documents. To the extent necessary, CONTRACTOR HEREBY ASSIGNS AND TRANSFERS ANY AND ALL COPYRIGHTS TO VIA.

- 3.10 CONTRACTING AUTHORITY PROTECTION: ANY AND ALL OF CONTRACTOR'S EMPLOYEES WHILE ENGAGED IN THE PERFORMANCE OF ANY WORK REQUIRED BY VIA UNDER THIS AGREEMENT SHALL BE CONSIDERED EMPLOYEES OF CONTRACTOR ONLY AND NOT OF VIA, AND ANY AND ALL CLAIMS THAT MAY ARISE FROM THE WORKERS COMPENSATION ACT ON BEHALF OF SAID EMPLOYEES WHILE SO ENGAGED, AND ANY AND ALL CLAIMS MADE BY ANY THIRD PARTY AS A CONSEQUENCE OF ANY ACT OR OMISSION ON THE PART OF CONTRACTOR'S EMPLOYEES WHILE SO ENGAGED IN ANY OF THE WORK OR SERVICES PROVIDED TO BE RENDERED HEREIN, SHALL BE THE SOLE OBLIGATION AND RESPONSIBILITY OF CONTRACTOR. TO THE EXTENT ALLOWED BY LAW, CONTRACTOR INDEMNIFIES, SAVES, AND HOLDS HARMLESS VIA AGAINST ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION OF WHATSOEVER NATURE OR CHARACTER, AS PERMITTED BY LAW, ARISING OUT OF ANY REASON OF THE EXECUTION OR PERFORMANCE OF THE WORK PROVIDED FOR HEREIN AND FURTHER AGREES TO DEFEND, AT ITS SOLE COST AND EXPENSE, ANY ACTION OR PROCEEDING COMMENCED FOR THE PURPOSE OF ASSERTING ANY CLAIM OF WHATSOEVER CHARACTER ARISING HEREUNDER.**
- 3.11 Maintenance of Records:** Contractor must maintain records to show actual time involved in performance of the Work, or each Task Order issued (if this is an Indefinite Quantities Contract) by VIA and costs incurred.
- 3.12 Progress Reports:** The Contractor shall submit to VIA monthly progress reports. Such reports shall outline the Contractor's work accomplished during the previous month. The Contractor is responsible for managing the project and maintaining Contractor Services within budget. Monthly progress reports submitted will include, but not be limited to, the percentage of completion of the work and each work task, special problems or delays encountered or anticipated, changes in the estimated value of each task, comparison of actual Contractor expenditures and charges to originally budgeted amounts, the anticipated work activities for the next work period, any necessary corrective action by the Contractor to accomplish project services within established cost limits, and a brief description of work accomplished, methodologies used, and conclusions reached, if any, for each task.
- 3.13 Effect of Extensions of Time:** Granting of or acceptance of extensions of time to complete the work or furnish the labor or materials will not operate as a release to the Contractor from the covenants and conditions of the Contract.
- 3.14 Changes and Modifications:**
- 3.14.1 Changes by Contractor:** If, during the performance of Work under the Contract, the Contractor finds it impracticable to comply strictly with the specifications, the Contractor will notify the Contracting Officer immediately in writing.
- 3.14.2 Written Acceptance by VIA:** Any proposals by Contractor that vary or add to this Contract shall be construed as additional terms or modifications and shall not become part of the Contract unless accepted in writing, by the Contracting Officer.
- 3.14.3 Change Orders/Contract Modifications:** All changes in the work contemplated herein, or the work otherwise specified in Task Orders issued hereunder (if this is an Indefinite Quantities Contract), shall be made only with the prior approval of the Contracting Officer and only by appropriate written Change Order or Contract Modification as appropriate. The Contracting Officer may, at any time, by a written Change Order or Contract Modification, and without notice to the Surety (if any), make changes within the general scope of this Contract. If the change affects the Contractor's costs, then the Contracting Officer shall also make an equitable adjustment in the Contractor's compensation, after compliance by the Contractor with the Price Request procedure provided below. Charges or credits for the work covered by such approved Change Orders or Contract Modifications shall be determined by one or more, or a combination, of the following methods:
- (a) Unit prices previously approved.
 - (b) An agreed lump sum.
 - (c) The actual cost of:
 - 1) Labor;

- 2) Materials entering permanently into the work;
- 3) Insurance;
- 4) Social Security and old age and unemployment contributions;
- 5) An equitable allowance for profit.

3.14.4 Price Requests: Where the Contracting Officer foresees issuing a Change Order affecting Contractor's costs, a Price Request will be issued to the Contractor. Unless otherwise specified therein, the Contractor shall fully respond to the Price Request within 10 days of issuance.

3.15 Assignment: The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the whole or any part of this Contract or his right, title or interest in or to any monies due or to become due under this Contract without VIA's express written consent. If such consent is given, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Contract.

3.16 Whole Agreements: The Contract constitutes the whole of the agreement between the parties hereto and neither thereof has been induced to make or enter into the Contract by reason of any promise, agreement, representation, statement, or warranty other than contained herein.

3.17 Partial Invalidity: If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

3.18 Titles and Headings for Convenience Only: As used throughout this Contract, titles and headings of sections are for convenience only, and shall not be used to aid in interpretation of the provisions contained herein.

3.19 Notice, Waiver and Applicable Law:

3.19.1 Notices: Notice given to Contractor and VIA shall be given to the parties in writing by certified mail at the respective designated addresses.

3.19.2 Waiver: Waiver by VIA of a breach by Contractor of any provision of this Contract shall not be deemed a waiver of future compliance therewith, and such provision, as well as other provisions hereunder, shall remain in full force and effect.

3.19.3 Applicable Law and Venue: The rights and duties of the parties hereto shall be determined by the laws of the State of Texas, and to that end venue shall lie, and this agreement shall be considered and construed as a contract made and to be performed in San Antonio, Bexar County, Texas. All work performed, materials and supplies and/or construction furnished pursuant to this solicitation and Contract shall be in compliance with the laws and regulations of the State of Texas and the United States of America and local rules and ordinances as may be applicable. Contractor shall, if requested by VIA, supply certification and evidence of such compliance.

3.20 Compliance with Laws and Regulations: All work performed, materials and supplies and/or construction furnished pursuant to this solicitation and Contract shall be in compliance with the laws and regulations of the State of Texas and the United States of America and local rules and ordinances as may be applicable. Contractor shall, if requested by VIA, supply certification and evidence of such compliance.

3.21 Access to Records and Reports:

3.21.1 Audits: Upon three (3) days written notice, Contractor agrees to and shall provide VIA or any VIA representative, access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as determined by VIA or its representative.

3.21.2 Maintenance of Records: The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period as required by the appropriate retention statutes but in no case less than 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 Contractor agrees to maintain same until VIA has disposed of all such litigation, appeals, claims or exceptions related thereto.

3.22 Environmental and Sustainability Management System Program: VIA has adopted an Environmental and Sustainability Management System (ESMS) Program to implement sustainable practices in VIA's operations. **TO THE EXTENT APPLICABLE, ALL CONTRACTORS AND ANYONE UNDER CONTRACTOR'S DIRECTION ENTERING ONTO A VIA SITE UNDER THIS CONTRACT SHALL ADHERE TO THE REQUIREMENTS OF THE ESMS. CONTRACTOR ACKNOWLEDGES, AGREES TO AND WARRANTS THAT IT WILL COMPLY WITH AND/OR HAS COMPLIED WITH THE ESMS AND ANY AMENDMENTS THERETO. FOR BREACH OF THIS WARRANTY, VIA SHALL HAVE THE RIGHT TO ANNUL THIS CONTRACT WITHOUT LIABILITY AND/OR EMPLOY ANY OTHER REMEDY IT MAY HAVE AT LAW OR IN EQUITY.**

3.23 Contract Period: RESERVED

3.24 Sales Tax Exemption: The materials provided for this project pursuant to this contract will be exempt from the Limited Sales, Excise and Use Tax imposed by Chapter 20, Title 122A, Taxation-General, Revised Civil Statutes of Texas. When award is made, the Contractor shall obtain instructions for the issuance of an exemption certificate from the local office of the State Comptroller of Public Accounts.

3.25 Boycott of Energy Companies Prohibited: Pursuant to Chapter 2274 of the Texas Government Code, Contractor verifies that: (1) it does not, and will not for the duration of the Contract, boycott energy companies, as defined in Section 2274.002 of the Texas Government Code or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to Contractor and this Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify the Authority.

3.26 Critical Infrastructure Prohibition: Pursuant to Chapter 2274 of Texas Government Code, Contractor certifies that, if this Contract or any contract between Contractor and VIA Metropolitan Transit relates to critical infrastructure, as defined in Chapter 2274 if the Texas Governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a Governor-designated country; or iii. Headquartered in China, Iran, North Korea, Russia or a Governor-designated country.

PART 4
GENERAL SOLICITATION POLICY PROVISIONS

- 4.1 Covenant Against Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, VIA shall have the right to annul this Contract without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 4.2 Proposers' Requests and Appeals:**
- 4.2.1 Pre-proposal Approvals:** The Contracting Officer's written approval must be obtained prior to proposal submission for:
- a. any clarification of the specifications; or
 - b. any brand name or product proposed as equal to the one specified, unless the technical specifications explicitly permit approval after award; or
 - c. any sample or engineering detail which the technical specifications required to be submitted before proposing, including substitution of any required proposal or contract form; or
 - d. any modification to the specifications which the Proposer maintains are restrictive and which the Proposer proposes be altered, amended or changed.
- 4.2.2 Submission:** Submissions under Section 4.2.2, Pre-proposal Approvals, must be in writing and received by the Contracting Officer no later than the date specified in Section 1.3.4, Requests for Clarification and/or Modifications, of the Request for Proposal; and
- a. supported by evidence such as technical data, test results, and/or other pertinent information that demonstrates that the substitute offered is equal to or better than the specification requirement; or
 - b. in the instance of submission of a request for modification of the specifications, must contain a draft of the recommended language relating to the specification(s) which is/are proposed to be altered, amended or changed.
- 4.2.3 Appeal:** Any appeal of the Contracting Officer's determination in response to a request for pre-proposal approval must be submitted in writing and received by the Contracting Officer within seven (7) working days of the date issuance of the Contracting Officer's determination.
- 4.2.4 Final Ruling:** After receipt of an appeal, if any, a final ruling will be issued by the Contracting Officer and provided contemporaneously to all Proposers. Proposers may protest a final ruling under Section 4.2, Proposers' Requests, as provided in Section 4.7, Protest Procedures.
- 4.2.5 Withdrawal:** Proposers may withdraw a request or an appeal at any time prior to the Contracting Officer's issuance of a final ruling. There will be no further review by the Contracting Officer of a request or an appeal after a final ruling is issued.
- 4.2.6 Denial:** Any pre-proposal request for approval is denied unless such request is approved by the Contracting Officer in writing prior to proposal submission.
- 4.3 Non-collusive Affidavit:** The Contractor represents and warrants that its proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, and that the Contractor has not, directly or indirectly, induced or solicited any other person to submit a sham proposal, or any other

person, firm, or corporation to refrain from submitting a proposal, and that the Contractor has not in any manner sought by collusion to secure itself an advantage over any other proposer.

4.4 Penalty for Collusion: If at any time it shall be found that the person, firm, or corporation to whom a contract has been awarded has, in presenting any proposal, colluded with any other party or parties, then the contract so awarded shall be voidable by VIA; and the Contractor shall be liable to VIA for all loss or damage which VIA may suffer thereby.

4.5 Covenant Against Gratuities: The Contractor warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of VIA with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of this Contract. For breach of this warranty, VIA shall have the right to annul this Contract without liability and/or employ any other remedy it may have at law.

4.5.1 Local Government Code 176.006:

Any person who seeks to contract for the sale or purchase of property, goods or services with VIA shall file a completed conflict of interest questionnaire promulgated by the Texas Ethics Commission as required by the law (See Part 9, Forms).

4.6 Code of Ethics: On July 11, 1995, the VIA Board of Trustees adopted a *Code of Ethics and Conduct Related to Business Transactions*, establishing general standards of ethical conduct for VIA employees, Board members, Contractors, and vendors. Contractor agrees and warrants that it will comply and has complied with the *Code of Ethics and Conduct Related to Business Transactions* and any amendments thereto. For breach of this warranty, VIA shall have the right to annul this Contract without liability and/or employ any other remedy it may have at law. Upon request, a copy of the *Code of Ethics and Code of Conduct Related to Business Transactions* shall be made available to Contractors.

Vendors and Contractors shall pay particular attention to Section IV.C. of the *Code of Ethics and Code of Conduct Related to Business Transactions* (as amended) which prohibits any business contracting or attempting to contract with VIA from communicating with a Board member or VIA employee (other than VIA's Contracting Officer designated for this procurement in the Contract or an individual designated in writing by the Contracting Officer) regarding details of a procurement or other contract opportunity or extension or change to an existing contract.

4.7 Procurement Protest Procedure:

4.7.1 Protest: In the event VIA receives a protest according to the terms referenced herein, specifically 4.7.2. Timeliness, VIA will suspend the procurement process until the protest is resolved. A protest, if any, shall be in writing, received within the time limits set forth below (see "Timeliness") and shall be supported by sufficient information to enable the protest to be considered. Protests containing mere allegations or unsubstantiated expressions of suspicion without actual evidence to support the claim may be considered by VIA to be insufficiently supported. Protests (if any) must be submitted to VIA's Contracting Officer for referral to VIA's Chief Audit Officer, who will determine whether the protest is timely and otherwise meets the minimum requirements of this section and, if so, will transmit the protest for consideration by VIA's Protest Committee. If a protest is deemed by the Chief Audit Officer or the Protest Committee to be insufficient, the protester will be notified. A determination of insufficiency is final and may not be appealed; however, the protest deficiencies may be corrected, and the protest re-filed, provided the protest is re-filed in a timely manner (see, "Timeliness," below) and no additional time shall be allowed without good cause shown (such determination to be in VIA's sole discretion). Protests shall (at a minimum) include the following information:

(a) name, address, and fax and telephone numbers of the protester;

(b) solicitation or contract number;

(c) detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester;

- (d) copies of relevant documents;
- (e) statement as to the form of relief requested;
- (f) all information establishing that the protester is an interested party for the purpose of filing a protest; and
- (g) all information establishing the timeliness of the protest.

A protest, if any, must be based upon one or more of the following:

- (a) substantial allegations of restrictive procedures, alleged improprieties or other similar situations arising prior to bid opening (in procurements utilizing the Invitations for Bid "IFB" process) or in all other cases, arising prior to contract award;
- (b) substantial allegations of the issuance of an improper or clearly incorrect final ruling relating to requests for changes to or approval of equals, clarifications, and modifications of the specifications; or
- (c) substantial allegations of an improper award of contract or alleged impropriety arising after bid opening (in procurements utilizing the Invitations for Bid "IFB" process) or in all other cases, arising after contract award.

4.7.2 Timeliness: To be effective, a protest must be submitted so that it is received by the Contracting Officer by the following deadlines:

- (a) a protest based upon substantial allegations of restrictive procedures, alleged improprieties or other similar situations arising prior to bid opening (in procurements utilizing the Invitations for Bid "IFB" process) or in all other cases, arising prior to contract award, must be submitted so that it is received by VIA's Contracting Officer no later than seven (7) working days prior to the specified bid opening date (in procurements utilizing the Invitations for Bid "IFB" process) or in all other cases, no later than seven (7) working days prior to the date of contract award, and may only be protested once;
- (b) a protest based upon substantial allegations establishing the issuance of an improper or clearly incorrect final ruling relating to a request for changes to or approval under the specifications must be submitted so that it is received by VIA's Contracting Officer within seven (7) working days following the issuance of the Contracting Officer's final ruling; and
- (c) a protest of an allegedly improper award of contract or alleged impropriety arising after bid opening (in procurements utilizing the Invitations for Bid "IFB" process) or in all other cases, arising after the date of contract award, must be submitted so that it is received by VIA's Contracting Officer within seven (7) working days following the earlier of the date (1) on which the Proposer knew, or (2) the date on which a diligent Proposer would have known, of the allegedly improper award or alleged impropriety. Notwithstanding the above, unless allowed by VIA in its sole discretion (upon good cause shown), a protest of an allegedly improper award of contract or alleged impropriety arising after bid opening (in procurements utilizing the Invitations for Bid "IFB" process) or in all other cases, arising after the date of contract award, must be filed within seven (7) days after contract award.

4.7.3 Final Determination: VIA's Protest Committee will use its best efforts to issue, within seven (7) working days of receipt, a final determination of the protest.

4.7.4 Withdrawal: A Proposer may withdraw its protest at any time prior to VIA's Protest Committee issuing a final determination. There will be no further review by VIA of a protest after a final determination is issued.

4.7.5 FTA Review: In accordance with 2 CFR, Part 200.318, General Procurement Standards, VIA alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve VIA of any contractual responsibilities under its contracts. The FTA will not substitute its judgment for that of VIA unless the matter is primarily a federal concern. Violations of law will be referred to the Local, State, or Federal authority having proper jurisdiction.

4.8 Release of Information: Contractor agrees and understands that access to government records is governed by the Texas Public Information Act more commonly referred to as the Texas Open Records Act (TORA). Any proprietary information, trade secrets or confidential commercial and financial information which a Contractor believes should be exempted from disclosure to a third party **shall be specifically identified and marked as such by Contractor at the time Contractor submits its bid.** Blanket-type identification by designating whole pages or sections containing proprietary information, trade secrets or confidential commercial and financial information is not sufficient to establish confidentiality. **The specific proprietary information, trade secrets or confidential communication and financial information must be clearly identified as such.** Upon request for records from a third party regarding this procurement, VIA will notify, in writing, in the manner required under TORA, the Contractor if and only if the information requested was identified by Contractor, as required under this paragraph. VIA may determine in its sole discretion whether sufficient legal justification exists for withholding the records and whether an opinion should be requested from the Texas Attorney General. **TO THE FULLEST EXTENT ALLOWED BY LAW, CONTRACTOR AGREES TO AND HEREBY DOES IDEMNIFY VIA FOR ITS COSTS ASSOCIATED WITH CONTRACTOR'S REFUSAL TO PRODUCE SUCH IDENTIFIED INFORMATION FOR PURPOSES OF TORA.** Further, Contractor agrees to fully cooperate with VIA and to provide VIA full and complete access to any and all records requested under TORA regarding this Contract at no cost to VIA.

4.9 Rejection of Proposals: VIA reserves the right to reject any and all proposals that are not responsive or unreasonably priced or impose modifying conditions. VIA may reject the proposal of any party who has been determined to be non-responsive in any former contract with VIA. VIA reserves the right to reject any or all proposals, and to waive technical defects as the interest of VIA may require. Each Proposer shall be notified if all proposals are rejected.

4.10 Preparation Costs: All costs related to responding to this procurement solicitation, including (if applicable) the cost of any oral presentations required, shall be the sole responsibility of and shall be borne by each proposer.

PART 5 INSURANCE

- 5.1 General Insurance Requirements:** The Contractor shall purchase and maintain in full force and effect during the entire period of this Contract, including any maintenance period thereof, insurance of the following types and in amounts not less than the amounts stated below. Such insurance shall protect VIA from any and all claims and damages, which may arise out of or result from, Contractor's operations whether such operations are performed by Contractor or by its subcontractor or by anyone for whose acts Contractor may be liable. All costs associated with these insurance coverages are the sole responsibility of the Contractor. The Contractor must adhere to the following requirements:
- 5.1.1 Additional Insured:** The Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to name VIA and its officers, trustees and employees as additional insured regarding Contractor's operations as well as completed operations in performance of this Contract.
- 5.1.2 Waiver of Subrogation:** The Commercial General Liability, Commercial Automobile Liability, Workers' Compensation and Employer's Liability, shall be endorsed to provide a waiver of subrogation in favor of VIA, its officers, trustees, and employees. If Contractor is an approved self-insurer, Contractor will waive all rights of recovery against VIA, its officers, trustees, and employees for any and all claims.
- 5.1.3 Coverage Primary:** Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to VIA. The limits of liability required herein may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies; but, in no event shall the total limits of liability available for any one occurrence or accident be less than the amounts required.
- 5.1.4 No Commencement Without Coverage:** The Contractor shall not commence work under this Contract until all required insurance is obtained and approved by VIA. Approval of the insurance by VIA shall not relieve or decrease the liability of the Contractor hereunder.
- 5.1.5 Certificates:** All required endorsements and completed certificates of insurance evidencing coverage shall be furnished to the VIA Contract Officer prior to commencement of work and within ten (10) calendar days after the date of Notice of Award. All associated correspondences accompanying the requisite Certificates of Insurance shall be directed to the assigned VIA Contract Officer and reflect the VIA project number. All certificates must be issued reflecting VIA Metropolitan Transit as the certificate holder. Certificates and endorsements shall be provided by contractor, and anyone involved in the performance of work under this contract by and through contractor (not otherwise included under contractor's coverage), including all subcontractors. All such insurance documents shall be provided by insurance companies authorized to do business in the State of Texas and having a Best's rating of A- (VII) rating or greater, as shown in the most current issue of A.M. Best's Key Rating Guide. Failure to furnish the required certificates of insurance and accompanying endorsements within the time allowed shall not be considered cause for modification of any contractual time limits.
- 5.1.6 No Lapse or Cancellation:** The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse. In the event of cancellation or lapse of insurance, the Contractor shall notify VIA immediately, in writing, by certified or registered mail, return receipt requested. Contractor shall also provide written notification to VIA, within ten (10) days of any cancellation due to non-payment of premium, notice of expiration, cancellation, nonrenewal or material change in coverage it receives from its insurer. In addition to any other remedies VIA may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, VIA shall have the right to order Contractor to stop work hereunder and/or withhold payment(s) which become due to Contractor until Contractor demonstrates compliance hereof and unless otherwise directed by VIA, shall cease work until evidence of acceptable insurance coverage is supplied to VIA.

- 5.1.7 Breach:** Failure to maintain insurance coverage, as required herein, constitutes a material breach of this Contract.
- 5.1.8 Subcontracts:** Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder, purchase and maintain, during the term of the Contract, the same minimum levels of applicable insurance coverages that are necessary and appropriate for the work performed and as required of Contractor herein. Contractor shall provide VIA certificates of insurance and endorsements Contractor receives from its subcontractor(s) that name the Contractor and VIA as additional insureds. Contractor shall provide VIA with said certificates and endorsements prior to the commencement of any work by that subcontractor.
- 5.1.9 Responsibility of Payments:** Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.
- 5.1.10 Own Equipment and/or Property:** Contractor and its subcontractors are responsible for all damage to their own equipment or property.
- 5.1.11 Other Obligations:** It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.
- 5.1.12 Review of Insurance Requirements:** VIA reserves the right to review the insurance requirements of this Contract during the effective date of the Contract and at renewal or any extension hereof and to modify insurance coverages and limits when deemed necessary and prudent based upon changes in statutory law, court decisions, or circumstances surrounding this Contract.

5.2 Specific Insurance Requirements:

- 5.2.1 Workers' Compensation Insurance:** Coverage is required for workers' compensation providing Statutory Benefits in accordance with the Workers' Compensation Act of the State of Texas and/or any other state or Federal law as may be applicable to the work being performed under this Contract.
- 5.2.2 Employer's Liability Insurance:** Coverage is required for employer's liability with limits of liability not less than:
- | | |
|------------|---------------------------|
| \$ 500,000 | Each Accident |
| \$ 500,000 | Policy Limit for Disease |
| \$ 500,000 | Each Employee for Disease |
- 5.2.3 Commercial General Liability Insurance:** Contractor shall provide commercial general liability insurance covering all operations by or on behalf of the Contractor under this contract resulting in claims for personal injury (including bodily injury and death) and property damage (including loss of use) and for the following where exposure exists and for amounts not less than:
- 1) Premises/Operations
 - 2) Products/Completed Operations
 - 3) Personal and Advertising Injury
 - 4) Broad Form Property Damage
 - 5) Pollution Liability, if applicable
- | | |
|--------------|--|
| \$ 2,000,000 | General Aggregate |
| \$ 2,000,000 | Products/Completed Operations Aggregate |
| \$ 1,000,000 | Personal & Advertising Injury per occurrence |
| \$ 1,000,000 | Each Occurrence |

- 5.2.4 Commercial Automobile Liability Insurance:** Coverage is required for automobile liability, covering all owned/leased, hired, rented, borrowed and non-owned motor vehicles including fuel transports used in connection with the work being performed under the Contract with limits of liability not less than:

\$ 500,000 Combined Single Limit

- 5.2.5 Professional Liability:** Claims-made coverage to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional service. Said errors and omissions insurance coverage shall be annually renewed for no less than three (3) years following completion of the contract and acceptance of the work by VIA. Coverage including renewals shall have the same retroactive date as the original policy applicable to this Contract.

With limits not less than:

\$ 1,000,000	per claim
\$ 2,000,000	aggregate

- 5.2.6 Network Security (Cyber) and Privacy Liability Insurance.** Contractor shall provide Cyber Liability Insurance, including first party and third party coverage, covering third party claims and losses with respect to network risks (such as data breaches, transmission of virus/malicious code; unauthorized access or criminal use of third party, ID/data theft) and invasion of privacy regardless of the type of media involved in the loss of private information (such as computers, paper files and records, or voice recorded tapes), covering collection, use, access, etc. of personally identifiable information, direct liability, as well as contractual liability for violation of privacy policy, civil suits and sublimit for regulatory defense/indemnity for payment of fines and penalties. The Cyber Liability Policy shall have policy limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate for all claims each policy year. The retroactive coverage date shall predate the effective date of this contract. Contractor shall maintain an extended reporting period for not less than two (2) years after termination of this Agreement.

PART 6 BILLING AND PAYMENT

- 6.1 Compensation:** The Contractor shall be reimbursed by VIA for authorized costs incurred in performance of the work under this Contract. Authorized costs shall include Contractor's direct labor, payroll burden, general and administrative, reimbursable expenses and fixed fee based on the prices specifically described in the Best and Final Offer. Detailed records must be maintained to show actual time devoted and costs incurred. The Contractor shall include as part of their invoice a list of all SBE subcontractors and the amounts to be paid to each of the subcontractors from this invoice. This requirement is in accordance with FTA Circular 4716.1.

Errors on the invoice will cause the invoice to be sent to the Contractor to be corrected. The invoice will be checked entirely for accuracy before submittal to VIA. The rate of payments will be according to the schedules included (whether expressly or by reference) in this document. The invoice will be on the Contractor's letterhead and signed by the Chief Financial Officer or designated representative of the company.

Payment will only be made after receipt of a proper invoice. A proper invoice shall include the Contract/Purchase Order number, the date of the invoice, a description of the goods and/or services delivered, and **applicable project numbers**. All invoices must be emailed to acctpayable@viainfo.net or mailed to VIA Metropolitan Transit, Attn: Accts Payable, PO Box 12489, San Antonio, Texas 78212.

After verification, VIA will submit payment to the Contractor within thirty (30) days after receipt of a properly submitted invoice. In the event payment is not made within (30) days, the Contractor shall submit a reminder invoice marked overdue. If the invoice contains an error, the invoice will not be classified as a properly submitted invoice.

- 6.2 Prompt Payment:** The Prime Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than ten (10) business days after the Contractor has received payment from VIA. In addition, all retainage amounts must be paid by the Contractor to the Subcontractor no later than thirty (30) business days after the Subcontractor has satisfactorily completed its portion of the work as determined by the Project Manager/Project Engineer. A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval of the SBE Liaison Officer.

If the Contractor fails or refuses to comply with the terms of this Program, as it is set forth in such Contractor's Contract, VIA will issue an order stopping all or part of payment and/or work until satisfactory action has been taken. If the Contractor still fails to comply, VIA may issue a termination for default proceeding.

6.3 Discounts:

- 6.3.1 Evaluation of Offers:** Discounts for early payment shall not be considered in the evaluation of offers, except in the case of a tie bid provided that a minimum of ten (10) days is offered in which to take the discount.

- 6.3.2 Binding:** Discounts that are included in offers become a part of the resulting contracts and are binding on the Contractor for all orders placed under the Contract. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.

- 6.3.3 Time Computation:** Time will be computed, for discount computation purposes, from:

- (a) the date of delivery to and acceptance by VIA; or
- (b) the date a proper invoice is received in the office specified by VIA, if the latter date is later than the date of delivery.

- 6.3.4 Payment Date:** Payment will be deemed to have been made on the date which appears on payment checks.

6.4 Acceptance of Final Payment: The acceptance by the Contractor of final payment shall be and shall operate as a release to VIA of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of VIA and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or the Contractor's Surety or Sureties from any obligation under this Contract or Performance and Payment Bond.

6.5 E-Payables

VIA can offer payment to Contractors through e-payables. The e-payable payment method provides the following advantages to the Contractor:

- Card acceptance offers business development opportunities for suppliers because buyers assign "preferred supplier" status to suppliers that accept cards
- Card acceptance can provide the opportunity to expand into online sales
- Expedited receipt of cash, improving Days Sales Outstanding
- Reduced check processing costs
- Reduced collection costs associated with lost or misplaced checks
- More efficient handling of exception items
- Remittance data transmitted with payment for more efficient back-end reconciliation
- Paperless

Payments are processed as credit card transactions and standard bank fees will apply. There are no additional fees imposed by users or the issuing bank. Proposers interested in this alternative payment method should contact VIA's Fiscal Management Department at (210) 362-2181 or acctpayable@viainfo.net.

6.6 All pay applications and/or invoices shall list the Contract and Purchase Order number.

**PART 7
FEDERAL PROVISIONS
RESERVED**

PART 8
SMALL BUSINESS ENTERPRISE PROGRAM
RESERVED

PART 9 FORMS

9.1 Forms to be Submitted with Proposal:

9.1.1 Offer and Certifications Form:

The undersigned Proposer/offeror having read and examined the Procurement (see section entitled "Definitions") documents, and which will ultimately comprise the Contract for the above designated Work, and thoroughly familiarized himself/herself with the factors which will affect the execution of the Work and the cost thereof, does hereby offer to furnish all materials and labor to complete the work set forth in this offer. All prices stated herein are firm and shall not be subject to escalation provided this offer is accepted within one hundred twenty (120) days after the official opening of the proposal.

Furthermore, the undersigned hereby declares that he has thoroughly reviewed all the Procurement documents (which will ultimately comprise the Contract) and has found no discrepancies with the information or accuracy of the documents that might affect either the cost or the time of the work.

The following certifications are made in connection with the proposal/offer and the performance of the Contract (the references to "Proposer/offeror" shall also mean and apply to "Contractor" upon acceptance of the Proposal/offer):

9.1.1.1 Good Faith Offer:

The Proposer/offeror hereby declares that only the persons or firms interested in the offer as principal or principals are named herein and that no other persons or firms then herein mentioned have any interest in this offer or in the contract to be entered into; that this offer is made without connection with any other person, company, or parties likewise submitting a proposal or offer; and that it is in all respects for and in good faith.

9.1.1.2 Contractor Compliance with VIA's Drug/Alcohol-Free Workplace Policy:

The Proposer/offeror certifies that it will comply with VIA's Policies and Procedures for maintaining a drug and alcohol-free work environment, the essence of which is as follows:

1. While operating as a contractor or subcontractor performing work on VIA's premises, neither the Proposer/offeror or its subcontractor(s) will engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conduct of any contracting activity paid for by VIA. (Authority -- 49CFR 29.600 Subpart F)
2. At its sole option, VIA may elect to subject Contractor and/or subcontractor personnel to random testing for the presence of controlled substances when such employees are performing safety sensitive work on VIA's premises. (A copy of VIA's Drug and Alcohol Policy is available upon request.) (Authority -- 49CFR 40.1)
3. Upon determination of one or more confirmed instances of the presence of a controlled substance involving Contractor or subcontractor personnel, VIA may elect to take punitive action against Contractor including but not limited to Termination for Default.

9.1.1.3 Affidavit of Non-Collusion:

The Proposer/Offeror certifies that:

The attached Proposal/Offer has been arrived at by the proposer independently, and has been submitted without collusion with, and without agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, services described in the Procurement documents, designed to limit independent bidding or competition; and the contents of the Proposal/offer have not been communicated by the proposer or its employees or agents, to any person not an employee or agent of the Proposer/offeror or its surety on any bond furnished with the Proposal/offer, and will not be communicated to any such person prior to the official opening of the bid or consideration of the proposal.

9.1.1.4 Certification of Restrictions on Lobbying:

The Proposer/offeror certifies that:

1. No Federally appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress 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 Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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 (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1431 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed 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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE PROPOSER/OFFEROR CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER/OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. 3801 ET. SEQ., APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

9.1.1.5 Proposal/offer:

By execution below, the Proposer/offeror agrees to faithfully and diligently complete the work as proposed herein, and as specified in VIA's Procurement documents including those described in the section entitled "Contract" under Part 2, "Scope of Work, Terms and Conditions." Proposer/offeror understands and agrees that by execution below, it is offering to be bound by the terms contained or referenced in the section entitled "Contract" under Part 2, "Scope of Work, Terms and Conditions" and that, in the event VIA accepts this offer, such documents will form and constitute a legally binding contract.

By execution below, Proposer/offeror provides all the certifications and assurances described in this Proposal/offer and further certifies that all information provided or otherwise contained in its response to VIA's Procurement Solicitation is true and correct, including but not limited to the information contained in the required forms.

9.1.1 OFFER AND CERTIFICATIONS FORM

Signed this ____ day of _____, 20____.

PROPOSED CONTRACTOR (Proposer/offeror)

(Name should be the same as the response to question #1 "Business Questionnaire").

(individual or officer authorized to sign on behalf of
Proposer/offeror)

(title, or legal capacity - attach power of attorney, if any)

ATTEST: (if Proposer/offeror is a corporate entity)

By _____ [Affix CORPORATE SEAL here]

(Title - usually, "corporate secretary")

ACKNOWLEDGED, SWORN TO and SUBSCRIBED before me, the undersigned authority, on this
____ day of _____, 20____, to certify which, witness my hand and seal of office.

Notary Public

AWARDED, executed and effective this ____ day of _____, 20____.

VIA Metropolitan Transit

By: _____

FORMS TO BE SUBMITTED WITH PROPOSAL CHECKLIST

Marked forms are required to be submitted with proposal

- 9.1.1 ☒ Offer and Acceptance Form
- 9.1.2 ☒ Acknowledgment of Addenda
- 9.1.3 ☒ List of Similar Contracts/References
- 9.1.4 ☒ Affidavit of Non-Collusion
- 9.1.5 ☒ Certification of Restrictions on Lobbying
- 9.1.6 ☒ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- 9.1.7 ☒ Business Questionnaire
- 9.1.8 ☒ Conflict of Interest Questionnaire
- 9.1.9 ☒ Certificate of Interested Parties (Form 1295)
- 9.1.10 ☐ Contractor Utilization Plan – Small Business Enterprise (SBE)
- 9.1.11 ☐ Intent to Perform for SBE Goal Requirement
- 9.1.12 ☐ Documentation of Good Faith Efforts – SBE Goal
- 9.1.13 ☒ Environmental and Sustainability Management System Contractor Briefing and Awareness Package
- 9.2.1 ☒ Subcontractor Participation for Payment
- PART 10 ☒ Price Proposal - RFP 26-325 Temporary Staffing and Recruitment Services
(Submitted Separately from Technical Proposal)

9.1.2 ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the Bidding Documents:

ADDENDUM NO. _____, DATED _____

ADDENDUM NO. _____, DATED _____

ADDENDUM NO. _____, DATED _____

ADDENDUM NO. _____, DATED _____

ADDENDUM NO. _____, DATED _____

NOTE: Failure to acknowledge receipt of all addenda may cause the proposal to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the proposal.

Name of Firm

Signature of Authorized Person

Address

Print Name

City State Zip Code

Position and/or Title

Type of Entity

Date

9.1.3 LIST OF SIMILAR CONTRACTS/REFERENCES (All Formal Solicitations)

1. Project:
Contact Person:
Company Name:
Telephone Number:
Fax Number:
E-mail Address:

2. Project:
Contact Person:
Company Name:
Telephone Number:
Fax Number:
E-mail Address:

3. Project:
Contact Person:
Company Name:
Telephone Number:
Fax Number:
E-mail Address:

4. Project:
Contact Person:
Company Name:
Telephone Number:
Fax Number:
E-mail Address:

Name of Firm

Signature of Authorized Person

Address

Print Name

City State Zip Code

Position and/or Title

Type of Entity

Date

9.1.4 AFFIDAVIT OF NON-COLLUSION (All Solicitations valued at \$25,000 and above)

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the vendor (if the bidder is an individual), a member of the vendor partnership (if the vendor is a partnership), or an officer or employee of the vendor corporation having authority to sign on its behalf (if vendor is a corporation);
2. That the attached bid/proposal has been arrived at by the vendor independently, and has been submitted without collusion with, and without agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, services described in the solicitation, designed to limit independent competition.
3. That the contents of the bid/proposal have not been communicated by the vendor or its employees or agents, to any person not an employee or agent of the vendor or its surety on any bond furnished with the bid/proposal, and will not be communicated to any such person prior to the official opening of the solicitation; and
4. That I have fully informed myself regarding the accuracy of the statements made on this affidavit.

Name of Firm

Signature of Authorized Person

Address

Print Name

City State Zip Code

Position and/or Title

Type of Entity

Date

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

NOTARY PUBLIC

My Commission Expires: _____

9.1.5 CERTIFICATION OF RESTRICTIONS ON LOBBYING (All Solicitations valued at \$100,000 and above)

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

1. No Federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress 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 Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Executed this _____ day of _____, 20 ____.

Company Name: _____

By: _____
(Signature of company official)

**9.1.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
(Pursuant to 49 CFR Part 29, Appendix B) (All Solicitations Valued at \$25,000 and above)**

1. By signing and submitting this proposal, the Proposer is providing the signed certification set out below.
2. The certification referred to in this paragraph clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, VIA may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to VIA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "*covered transaction*," "*debarred*," "*suspended*," "*ineligible*," "*lower tier covered participant*," "*persons*," "*lower tier covered transaction*," "*principal*," "*proposal*," and "*voluntarily excluded*," as used in this paragraph, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 49 CFR Part 29. You may contact VIA for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by VIA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under subparagraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, VIA may pursue available remedies including suspension and/or debarment.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this offer, that neither it nor its "principals," [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

When the prospective lower tier participant is unable to certify to the statements in this certification, prospective lower tier participant shall attach an explanation to this proposal.

Signature _____

Typed or Printed Name _____

Title _____

Company _____

Date _____

BUSINESS QUESTIONNAIRE:
(For Solicitations Valued at \$5,000 and above)

This questionnaire must be submitted for all potential Contractors and subcontractors listed on the Schedule of Participation.

1. Name of Proposed Contractor ("Business", herein): _____

Doing Business As: _____

Other business name, if applicable)

EIN# _____ DUNS# _____

2. Business Mailing Address: _____

Street Address

City

State

Zip Code

3. Business Telephone Number: () _____ Fax Number: () _____

E-mail address: _____

4. Business Type: ☐ Individual ☐ Corporation ☐ Partnership ☐ Joint Venture

5. Number of Years in Business: _____

6. Annual Gross Revenue: (M represents Millions)

☐ \$1M or less ☐ \$1M-\$5M ☐ \$5M-\$10M ☐ \$10M-\$16M ☐ \$16M or Over

7. Number of Employees:

☐ Less than 50 ☐ 50-100* ☐ 101-750 ☐ 751-1,000 ☐ 1,001 or over

8. Is Business Owned by Minority Ethnicity? ☐ Yes ☐ No

9. Ethnic Group: ☐ African American ☐ Hispanic American ☐ Native American
☐ Asian Pacific American ☐ Subcontinent Asian American ☐ Caucasian
☐ Other (Please Specify) _____

10. Female Owned Business? ☐ Male Owned Business? ☐

11. Type of Work Performed: ☐ Construction ☐ Wholesale/Distributor ☐ Manufacturing
☐ Professional Service ☐ General/Technical Service ☐ Retail

12. Please provide a brief description of your materials and/or services:

13. Is the Business a subsidiary of another entity? ☐ Yes ☐ No

14. Has the Business, or any officer or partner thereof, failed to complete a contract? ☐ Yes ☐ No

15. Is any litigation pending against the Business? ☐ Yes ☐ No

16. Has the Business ever been declared "not responsible"? ☐ Yes ☐ No

17. Has the Business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting? ☐ Yes ☐ No

18. Has the Business been a defaulter, as principal, surety or otherwise? ☐ Yes ☐ No

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19. Has the government or other public entity requested or required enforcement of any of its rights under a surety

agreement on the basis of a default or in lieu of declaring the Business in default? ☐Yes ☐No

20. Is the Business in arrears upon a contract or debt? ☐Yes ☐No

21. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract? ☐Yes ☐No

22. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason? ☐Yes ☐No

23. If a "yes" response is given under questions 14 through 23, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). VIA reserves the right to inquire further with respect thereto.

24. List the name and business address of each person or legal entity that has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

25. Name of principal financial institution for financial responsibility reference.

Name of Bank: _____

Address: _____

City and State: _____

Officer familiar with proposer's account: _____

Federal Taxpayer I.D. number: _____

26. Please indicate all current certifications held by your business:

_____DBE _____SBE

1. How were you notified of this solicitation? (Check all that apply—your response to this will help improve our outreach efforts.)

☐Newspaper

☐VIA Website

☐TX Marketplace

☐Direct Mail

☐E-mail

☐VIA Outreach

☐Telephone

☐Networking Event

☐Other (Identify) _____

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) VIA will have the grounds to terminate any or all contracts which VIA has or may have with the business; 2) VIA may disqualify the business named above from consideration for contracts and may remove the business from VIA's proposers list; or/and 3) VIA may have grounds for initiating legal action under federal, state or local law. **Note: This questionnaire is also a certification form; the information requested will be used to determine small business status as per 13 CFR Part 121. Additionally, this information will allow VIA to report the amount of subcontracting activity with all businesses that offer the commodities and services used by VIA.**

* Contractors that employ 50 or more transit related employees will be required to submit a copy of their EEO program.

Printed Name: _____

Title _____

Signature of Owner: _____

Date: _____

(Owner, CEO, President, Majority Stockholder or Designated Representative)

Questions about this document should be directed to the Contracting Officer

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9.1.8 CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local government entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity, and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(1-a), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has affiliation or business relationship.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ YES

☐ NO

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ YES

☐ NO

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director or holds an ownership interest in one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer, one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____
Signature of person doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

9.1.9 CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

VIA METROPOLITAN TRANSIT

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____

My address is _____, _____, _____, _____, _____
(street) (city) (state) (zip) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(day) (month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Must file online at www.ethics.state.tx.us/File

9.1.10 CONTRACTOR UTILIZATION PLAN - SMALL BUSINESS ENTERPRISE (SBE)



CONFIDENTIAL INFORMATION REQUIRED SUBMITTAL

VIA METROPOLITAN TRANSIT Contractor Utilization Plan

Instructions: Prime Contractors/Consultants must complete this form by listing: 1) Name of the prime and **all proposed subcontractors**; 2) Contact Information; 3) Description of work to be performed/product to be provided; 4) Status as a SBE and/or DBE or non-certified firm; 5) Age of the firm; and 6) Percentage (%) of work to be performed. Subcontractors that are listed on this form as SBEs and/or DBEs must be certified with a participating Texas Unified Certification Program (TUCP) certifying agency at the time of the proposal submission. The SBE and/or DBE certification must be complete and current at time of proposal submittal.

1) Name of PRIME CONTRACTOR	2) Contact Person, Address, and Phone # of firm(s)	3) Description of Work: services provided. Where applicable, specify "supply" or "install" or both	4) SBE, DBE, or Non-certified	5) Age of Firm		6) % of work to be performed
<i>Example: ABC Prime Contractor</i>	Susan Doe 123 Blvd San Antonio, TX 78213	Installation of shelters	Non	25 years		90%
1) Name of SUBCONTRACTORS	(Please indicate below)					
<i>Example: XYZ Subcontractor</i>	Jane Davis 4567 Main St. San Antonio, TX 78210	Concrete padding	SBE/DBE	5 years		10%
Work to be completed by Prime Contractor and all subcontractors must TOTAL 100% →						

This Contractor Utilization Plan (CUP) must be completed as instructed above and include the prime contractor and all subcontractors proposed on this project, including % of work committed. **If column 6 does not total 100%, the proposal submittal may be considered non-responsive.** The undersigned will enter into a formal agreement with all proposed SBE and/or DBE firms for work listed in the CUP upon execution of a contract with VIA. The Contractor agrees to the terms of this CUP by signing below and submitting the Intent to Perform as completed by the SBE and/or DBE subcontractors.

Signature of Authorized Representative of Prime

Date Signed

1) Name of SUBCONTRACTORS	2) Contact Person, Address, and Phone # of firm(s)	3) Description of Work, services provided. Where applicable, specify "supply" or "install" or both	4) SBE, DBE or Non-certified	5) Age of Firm		6) % of work to be performed
SUBCONTRACTORS (continued)	(Please indicate below)					
Work to be completed by Prime Contractor and all subcontractors must TOTAL 100% →						

This Contractor Utilization Plan (CUP) must be completed as instructed above and include the prime contractor and all subcontractors proposed on this project, including % of work committed. **If column 6 does not total 100%, the bid submittal may be considered non-responsive.** The undersigned will enter into a formal agreement with all proposed SBE and/or DBE firms for work listed in the CUP upon execution of a contract with VIA. The Contractor agrees to the terms of this CUP by signing below and submitting the Intent to Perform as completed by the SBE and/or DBE subcontractors.

Signature of Authorized Representative of Prime

Date Signed



Intent to Perform as SBE Subcontractor

IFB/RFP # _____

Please STOP HERE only if the following statement is true: **"The Prime Contractor is a certified SBE and/or DBE firm and will self-perform 100% of the contract.** No subcontractors will be utilized in performing the requirements of this contract."

All other Prime Contractors must submit a completed Form 9.1.11 – Intent to Perform for SBE Goal Requirements **for each SBE and/or DBE Subcontractor** listed on Form 9.1.10 – Contractor Utilization Plan – Small Business Enterprise.

1. Name of First Tier Certified SBE and/or DBE Subcontractor _____

2. The undersigned is either certified under the Texas Unified Certification Program (TUCP) as SBE and/or DBE or will be at the time this solicitation is due.

(NOTE: In accordance with 49 CFR (Code of Federal Regulations) Part 26, VIA and ATD Board policy, SBE and/or DBE firms participating in VIA's SBE Program must have their certification status with a TUCP Certifying Agency by the due date established for this IFB/RFP.)

3. SBE Goal: The undersigned is prepared to perform the following described work and/or supply the material(s) listed in connection with the above project (where applicable specify "supply" or "install" or both)

(Name of First Tier SBE/DBE Subcontractor)

(Signature of Authorized Representative)

(Phone Number)

(Date Signed)

(Name of Prime Company)

(Signature of Authorized Representative)

(Phone Number)

(Date Signed)

9.1.12 DOCUMENTATION OF GOOD FAITH EFFORTS – SBE Goal Requirement

Informational Reference

If the Proposer cannot fully meet the SBE goal of this Contract, the Proposer shall complete Section 9.1.11 Documentation of Good Faith Efforts – SBE Goal Requirement **and attach documentation demonstrating the Proposer's Good Faith Efforts**. The Office of Small Business Enterprise and Federal Compliance (OSBE) has the authority to make a fair and reasonable judgment regarding whether a Proposer made adequate Good Faith Efforts. Proposers are required to demonstrate Good Faith Efforts with additional documentation as applicable including call logs, posted advertisement, attendance to pre-proposal/submittal meetings, and records of negotiation.

The following is a list of actions which the OSBE considers as part of the Proposer's Good Faith Efforts to obtain SBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

1. Conducting market research to identify small business contractors and suppliers and soliciting through all available means the interest of all certified SBEs that have the capability to perform the work of the contract. This may include attendance at pre-proposal and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all SBEs listed in the Texas Unified Certification Program (TUCP) database.
2. Selecting portions of the work to be performed by SBEs in order to increase the likelihood that the SBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate SBE participation, even when the Proposer might otherwise be able to perform these work items with its own resources. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates SBE participation.
3. Proposer should solicit the interest to allow reasonable time for SBEs to respond to the solicitation and submit a timely offer for the subcontract. Providing interested SBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation. The Proposer should determine with certainty if the SBE firms are interested in taking appropriate steps to follow up from initial solicitations.
4. (A) Negotiation in good faith with interested SBE firms. It is the Proposer's responsibility to make a portion of the work or material needs consistent with the available SBE subcontractors and suppliers, so as to facilitate SBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of SBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected; and evidence as to why additional Agreements could not be reached for the SBEs to perform the work.

(B) A Proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including SBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SBEs is not in itself sufficient reason for a Proposer's failure to meet the contract SBE goal, as long as such costs are reasonable. The ability or desire of the Proposer to perform the work of a contract with its own workforce does not relieve them of the responsibility to make Good Faith Efforts.

However, Proposers are not required to accept higher quotes from SBE firms if the price difference is excessive or unreasonable.

5. (A) A Proposer must use objective criteria and perform a thorough investigation of a SBE's capabilities to determine whether a SBE is qualified to perform the needed work. The SBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for rejection or non-solicitation of proposals in the Proposer's efforts to meet the project goal. Another practice considered an insufficient Good Faith Effort is the rejection of the SBE firm because its quotation for the work was not the lowest received proposal. However, nothing in this paragraph shall be construed to require the Proposer to accept unreasonable quotes in order to satisfy contract goals.

(B) A Proposer's inability to find a replacement SBE at the original price is not alone sufficient to support finding that Good Faith Efforts have been made to replace the original SBE firm. The fact that the Proposer has the ability and/or desire to perform the contract work with its own workforce does not relieve the Proposer of the obligation to make Good Faith Efforts to find a replacement SBE, and it is not a sound basis for rejecting a prospective reasonable quote from a replacement SBE firm.
6. Making efforts to assist interested SBE firms in obtaining bonding, lines of credit, or insurance as required by the Proposer.
7. Making efforts to assist interested SBE firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

9.1.12 DOCUMENTATION OF GOOD FAITH EFFORTS – SBE Goal Requirement

DATE: _____

Please read the statements below and check the box that is applicable to you.

- ☐ The Proposer **is able to meet** the SBE contract goal and has completed and submitted 9.1.10 – Contractor Utilization Plan and 9.1.11 – Intent to Perform for SBE Goal Requirements.

(Please note: Both SBEs and DBEs can be used to satisfy SBE participation goals.)

If the above statement is true, please **STOP HERE**.

- ☐ The Proposer **is unable to meet** the SBE contract goal. Please continue to page 2 of this section.

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

PRINTED NAME: _____ SIGNATURE: _____ TITLE: _____

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.



9.1.12 DOCUMENTATION OF GOOD FAITH EFFORTS – SBE Goal Requirement

DATE: _____

If you have not demonstrated attainment of the required SBE participation needed to meet the contract goal, you MUST complete and submit this form along with 9.1.10 – Contractor Utilization Plan – Small Business Enterprise (SBE) and 9.1.11 – Intent to Perform for SBE Goal Requirements.

PROPOSERS: If the Proposer is unable to meet the SBE Goal, ALL SECTIONS of this completed form MUST BE furnished along with all required supporting documentation at the time of proposal submittal. **Should the Proposer fail to comply with this request, the proposal shall be considered NON-RESPONSIVE.**

Proposal # _____

Project Title: _____

_____ has not fully satisfied the requirements of the bid/proposal specifications for the above bid by VIA in the
Name of Bidding Firm
following manner. *Please check the appropriate box.*

- ☐ The Proposer is unable to meet the SBE contract goal, however the Proposer is committed to a minimum of _____ % SBE and/or utilization on this contract and has completed 9.1.11 – Intent to Perform for SBE Goal Requirements, along with all Good Faith Efforts documentation.
- ☐ The Proposer is unable to meet the SBE contract goal and has completed and submitted 9.1.10 – Contractor Utilization Plan along with all required supporting Good Faith Efforts documentation.

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

PRINTED NAME: _____ SIGNATURE: _____ TITLE: _____

INSTRUCTIONS: Please, complete Sections A through C, and include all specific supporting documentation, as outlined below. If you feel that any section of this form is Not Applicable, DO NOT write Not Applicable or N/A. You must provide a written statement as to why the section is Not Applicable to your response.

- ☐ SPECIFIC PORTIONS OF WORK IDENTIFIED FOR SBE and/or DBE SUBCONTRACTOR(S): Complete Section A.
- ☐ NOTIFYING CERTIFIED SBEs OF CONTRACTING OPPORTUNITIES: Please, attach a copy of the announcement and written notices distributed to SBEs and/or DBEs.
Example: Newspaper announcement, mail or email correspondence, community outreach notices, etc. Complete Section B.
- ☐ INITIAL SOLICITATION & FOLLOW-UP: Proposers may solicit from any state Unified Certification Program (UCP). Complete Section C.

9.1.12 DOCUMENTATION OF GOOD FAITH EFFORTS – SBE Goal Requirement

- A. SPECIFIC PORTIONS OF WORK IDENTIFIED FOR DBE SUBCONTRACTOR(S):** You MUST list all selected scopes or portions of work to be performed by SBE and/or DBE firms in order to increase the likelihood of meeting the contract goal for this project and the estimated value of each scope or portions of work identified. Use additional pages, if warranted.

Scope or Portions of Work Identified for SBE and/or DBE Participation			% of Contract Value
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
TOTALS			

9.1.12 DOCUMENTATION OF GOOD FAITH EFFORTS – SBE Goal Requirement

B. NOTIFYING CERTIFIED SBEs OF CONTRACTING OPPORTUNITIES: Please complete all fields below, list all sources of advertisement and outreach to SBE firms.

I. Did you attend all pre-bid and/or outreach meeting(s) scheduled by VIA to inform SBEs of subcontracting opportunities?

YES	NO	Date of Meeting

II. You MUST identify publications in which announcements or notifications were placed and published. Include a copy of each notification. *Shaded area to be completed by OSBE office staff only.*

Source of Advertising/Outreach	What subcontracting areas of work were advertised?	Date of Ad	Deadline for Submittal		OSBE VERIFICATION
			Date	Time	
1.					
2.					
3.					
4.					

C. INITIAL SOLICITATION & FOLLOW-UP: You MUST complete all fields below, list all certified SBE firms that received written notification of work items to be subcontracted. If no response was received to the initial solicitation, you must indicate when firms received subsequent telephone or email solicitation (list delivery or read receipts date and certified firm's response). **You must include copies of the physical and/or electronic notice(s) sent to certified firms.**

SBE Firm & Contact	Phone	Scope of Work Solicited	Date of Written Notification	Result of Initial Communication	Date of Follow-Up and Method of Contact (P = Phone, F = Fax, E = Email)		Result of Follow-Up Communication
Ex: ABC Company/Jane Smith	(337) 321-4567	Legal Services	01/01/19	Will submit quote	01/10/19	E	Quote received on 01/12/19
1.							
2.							



9.1.12 DOCUMENTATION OF GOOD FAITH EFFORTS – SBE Goal Requirement

SBE Firm & Contact	Phone	Scope of Work Solicited	Date of Written Notification	Result of Initial Communication	Date of Follow-Up and Method of Contact (P = Phone, F = Fax, E = Email)		Result of Follow-Up Communication
Ex: ABC Company/Jane Smith	(337) 321-4567	Legal Services	01/01/19	Will submit quote	01/10/19	E	Quote received on 01/12/19
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							



9.1.13

Environmental and Sustainability Management System Contractor Briefing and Awareness Package

INTRODUCTION

As an ISO 14001 organization, it is VIA's objective and intent to ensure that contractors, suppliers, and vendors working for or on behalf of VIA adhere to all the applicable and relevant elements of the program.

If you have questions or concerns, you are directed to contact VIA's Procurement Department before starting work activities.

VIA'S ENVIRONMENTAL AND SUSTAINABILITY MANAGEMENT SYSTEM POLICY

The Environmental and Sustainability Management System (ESMS) Policy for VIA Metropolitan Transit applies to all land, structures, equipment, employees, and contractors located at **VIA Operational Facilities**. This includes all operational, administrative, maintenance and storage functions. VIA is committed to effective management of environmental impacts through the implementation of an Environmental and Sustainability Management System (ESMS). Each of VIA's employees is entrusted with incorporating the actions necessary in their work decisions and activities to fulfill this commitment.

By enacting this Environmental & Sustainability Management System, VIA commits to:

- Protecting the environment, pollution prevention, reduction of waste, and minimizing the consumption of natural resources
- Seeking the implementation of sustainable alternatives to traditional sources of fuel for our bus fleet and using sustainable energy as a percentage of VIA's overall electrical consumption
- Meeting or exceeding compliance obligations to which VIA subscribes which includes all federal, state, and local requirements.
- Evaluating environmental performance and progress through periodic review of the ESMS and related objectives
- Meeting the environmental expectations of our internal and external interested parties
- Educating, training, and motivating employees to carry out tasks in an environmentally responsible manner.

VIA is committed to continual improvement of the ESMS to enhance environmental performance. This Policy will be communicated to all VIA staff, contractors, and suppliers, and be available to the public through selected media.

SIGNIFICANT ASPECTS & IMPACTS

The ISO 14001 standard defines an "environmental aspect" as an "element of an organization's activities, products, and services that can interact with the environment." Action plans have been put into place to control these aspects and minimize the associated negative environmental impacts. These significant environmental aspects are the focus of VIA's ESMS.

VIA's significant environmental aspects from organizational activities include:

- Recycling & Waste Management
- Stormwater & Wastewater Quality
- Underground Storage tanks
- Spill Potential
- Emissions Control

ACKNOWLEDGEMENT

*****Chemicals and products composed of containing Per- and Polyfluoroalkyl Substances (PFAS) are not allowed for procurement or permitted for use within VIA operations or on VIA premises*****

My signature below acknowledges that I have read and understood VIA's Environmental Policy and Significant Aspects.

Please return this form to:

Procurement Department
VIA Metropolitan Transit
800 W. Myrtle
San Antonio, TX 78212
www.viainfo.net

Name _____

Title _____

Company _____

Address _____

Telephone _____

Email _____

Signature _____

9.2 Other Forms

9.2.1 SUBCONTRACTOR PARTICIPATION FOR PAYMENT

This is to certify that for the month of _____, the following subcontractor(s) and supplier(s) will be paid:

Name of subcontractor(s) or supplier(s)	Amount
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Name of Authorized Person

Signature of Authorized Person

Date

PART 10
PRICE PROPOSAL - RFP 26-325
TEMPORARY STAFFING AND RECRUITMENT SERVICES

10.1 Price Proposal

10.1.1 Responsiveness: To be responsive, proposals must include this form completed in ink or by machine, as indicated, and specified in 1.3.5, Receipt of Proposal, and 1.8, Price Proposal Submission. Any modifications to this form or to any of the terms of the Request for Proposal will render this proposal non-responsive.

10.1.2 Completion: The Proposer shall respond to each item on the Price Proposal.

10.1.3 Offeror: _____ offers to supply goods or services to VIA Metropolitan Transit without exception according to all terms of the Request for Proposal issued by VIA **January 14, 2026**, for **VIA Contract No. 26-325** in consideration of payment of the following price:

Temporary Staffing Services: See Attachment I for estimated quantities and job titles

Item No.	Item Category	Mark - Up % Year 1	Mark - Up % Year 2	Mark - Up % Year 3	Mark - Up % Year 4 - 1 st Option Year	Mark - Up % Year 5 - 2 nd Option Year
1	Information & Technology					
2	Administrative, Clerical, and Office Support					
3	Professional Services					
4	Finance & Accounting					
5	General Labor					

Direct Placement Services: See Attachment I for estimated quantities

Item No.	Item Category Employee 1 st year Base salary	Percentage (%) of (1 st year base salary) Year 1	Percentage (%) of (1 st year base salary) Year 2	Percentage (%) of (1 st year base salary) Year 3	Percentage (%) of (1 st year base salary) Year 4 – 1 st Option Year	Percentage (%) of (1 st year base salary) Year 5 – 2 nd Option Year
1	Up to \$100,000					
2	\$100,000 - \$150,000					
3	\$150,000 - \$200,000					
4	Above \$200,000					

Notes:

Offeror must propose a mark-up % for all Temporary Staffing Categories and Direct Placement Services in (Part 10) to be responsive and are encouraged to subcontract if necessary to meet this qualification of the RFP. Any blank responses will be considered a “No Bid” and Offerors proposal may be deemed non-responsive.

For evaluation purposes, Offerors proposed mark-up percentages will be applied to VIA’s anticipated pay rates and quantities in Attachment 1, to calculate estimated annual costs. All totals will be combined and evaluated using the formula indicated in 1.5.3, Evaluation of Price Proposal.

Offeror must complete the attached Excel Spreadsheet labeled Attachment 1 – (Price Proposal Worksheet) to be responsive. Item Categories and/or Job Titles are subject to change throughout the contract term and extension periods. The pay rates for temporary staffing services will be negotiated at the time of purchase with the Contractor for each position requested.

Any item quantities and/or amounts shown in the RFP and in Attachment I are VIAs best estimates for each term of the anticipated contract and shall be used for evaluation purposes. The actual dollar amount paid will be determined by the quantity of hours and recruitment services required annually applied to the awarded Contractors mark-up (%) percentages during the term of the contract, and there is no guaranteed commitment of purchase.

PROMPT PAYMENT DISCOUNT. The following prompt payment discount is hereby offered for payments made within the period specified after receipt of the invoice.

_____ % _____ days

ATTACHMENT I

PART 10 – PRICE PROPOSAL

EXCEL FILE - RFP SCHEDULE WORKSHEET

(SEPERATELY ATTACHED FILE)



ATTACHMENT II

HOLIDAY SCHEDULE FOR FISCAL YEAR 2026

The holidays to be observed for VIA Metropolitan Transit for Fiscal Year 2026 will be as follows:

<u>2025:</u>	Tuesday, November 11	Veteran's Day (Observed)
	Thursday, November 27	Thanksgiving
	Friday, November 28	Friday after Thanksgiving
	Wednesday, December 24	Christmas Eve (Observed)
	Thursday, December 25	Christmas Day
	Wednesday, December 31	New Year's Eve (Observed)
 <u>2026:</u>	Thursday, January 1	New Year's Day
	Monday, January 19	Martin Luther King Jr. Day
	Friday, April 24	Fiesta Friday
	Monday, May 25	Memorial Day
	Friday, June 19	Juneteenth
	Friday, July 3	Independence Day (Observed)
	Monday, September 7	Labor Day

VIA Fiscal Year is October 1, 2025 – September 30, 2026.