



The Gulf Coast Center

Request for Proposals (RFP)

Proposal Reference Number: 2020 TRANSIT 002

Project Title: Vehicle Maintenance Services

Proposals Closing Date & Time: June 12, 2020, 1:00 p.m. CDT

Two (2) original and five (5) hard copies required

No proposals submitted after above deadline will be accepted

Contact

Luis Diaz, Gulf Coast Center Asset Director

4352 Emmett F. Lowry Expressway

Texas City, Texas 77591

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(409) 944-4344

TABLE OF CONTENTS

Submittal Checklist.....	5
Part I – General	6
1. Purpose.....	6
2. Background	6
3. Resolution of Separation of Gulf Coast Center and Connect Transit.....	6
4. Definitions.....	6
5. Exhibits	7
6. Questions.....	8
7. Other Communication.....	8
8. Unsolicited Communication	8
Part II – Laws, Regulations, and Mandatory Requirements	9
1. Funding	9
2. Laws, Permits and Licenses	9
3. Center Business Code of Conduct	9
4. Conflict of Interest	9
5. Federally Required Contract Clauses.....	9
6. Assignment	10
7. Delinquent State Business Tax	10
8. Procurement Principles and Standards of Conduct.....	10
9. Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE).....	10
10. Sales Tax	11
11. Indemnification	11
12. Independent Contractor Relationship	11
Part III – Instructions	12
1. Solicitation Schedule	12
2. Proposal Due Date and Time	12
3. Proposals	13
4. Request for Exceptions, Variations, and Approved Equals.....	14
5. Written Questions and Responses.....	15
6. Qualifications	15
7. Review and Evaluation Criteria	16
8. Contract.....	17
9. Protests	17

*Gulf Coast Center
Request for Proposal for Vehicle Maintenance Services
#2020 TRANSIT 002*

10. Proposal Requirements	19
Part IV – Scope of Work.....	22
1. Intent	22
2. Statement of Work	22
3. Work Requirements	23
4. Administrative Contract.....	26
5. Reporting.....	26
6. Quality Assurance and Quality Control.....	26
Part V – Price, Inspection, Invoicing and Payment	27
1. Contract.....	27
2. Price	27
3. Price Adjustments	28
4. Delivery, Inspection and Acceptance	28
5. Invoicing	29
6. Payment.....	30
7. Non-Appropriation.....	30
Exhibit A – Minimum Insurance Requirements	31
Exhibit B – Gulf Coast Center Code of Conduct.....	33
Exhibit C – Conflict of Interest Questionnaire	41
Exhibit D – Federally Required Contract Clauses	43
Exhibit E – Respondent Pre-Award Certifications	55
Lobbying Certification Form	56
Suspension and Debarment Certification Form	57
Respondent/Contractor Certification Form	59
DBE and SBE Subcontractor Letter of Intent	60
Delinquent State Business Tax Certification Form.....	61
Certificate of Interested Parties	62
Senate Bill 252 Certification	63
House Bill 89 Verification	64
Contractor Payment Report Form	65
Exhibit F – TxDOT PTN-130	66
Exhibit G – Acknowledgment of Addenda.....	73
Exhibit H – Request for Exceptions, Variations and Approved Equals	74
Exhibit I – Respondent Information Form.....	75

*Gulf Coast Center
Request for Proposal for Vehicle Maintenance Services
#2020 TRANSIT 002*

Exhibit J – Price Proposal Form 81

Exhibit K – Gulf Coast Center Vehicles List..... 87

Exhibit L – Vehicle Scheduled Services Checklists 88

SUBMITTAL CHECKLIST

For a detailed account of items needed for the submittal, please see Proposal Requirements on Page 20.

Forms Included in this Request for Proposals (RFP) Needed for Submittal:

- ☐ Exhibit C, Conflict of Interest Questionnaire – Page 41
- ☐ Exhibit E, Respondent/Contractor Pre-Award Certifications – Page 55
- ☐ Exhibit F, TxDOT PTN-130 Forms – Page 66
- ☐ Exhibit G, Acknowledgment of Addenda – Page 73
- ☐ Exhibit I, Respondent Information Form – Page 75
- ☐ Exhibit J, Price Proposal Form – Page 81

Respondent-provided Items Needed for Submittal:

- ☐ Title Page
- ☐ Letter of Transmittal
- ☐ Qualifications and Experience of the Respondent
- ☐ Service Implementation Plan
- ☐ Financial Statements
- ☐ Certificate of Insurance

PART I – GENERAL

- 1. PURPOSE:** The Gulf Coast Center, hereinafter “Center,” seeks to contract with one or more qualified vehicle maintenance service providers, hereinafter “Respondent,” to provide preventive and unscheduled vehicle maintenance services, hereinafter Services, for its Galveston County fleet of transit vehicles, administered by the Center’s public transportation organization, Connect Transit. The Services include all necessary administration, equipment, facilities, maintenance, parts, supplies and personnel required to perform the Services in compliance with all applicable contract, local, state and Federal Transit Administration (FTA) requirements.
- 2. BACKGROUND:** The Center was established in the State of Texas (State) by the Department of State Health Services (DSHS) and the Department of Aging and Disability Services (DADS) to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health, intellectual and developmental disabilities, and substance abuse services for the residents of Galveston and Brazoria Counties. The Center established Connect Transit as its public transportation program to provide demand response, fixed route and park and ride bus service, in Galveston, Brazoria and Harris Counties. The Center is supported by federal, state and local funding sources and will be the recipient of the Services.
- 3. RESOLUTION OF SEPARATION OF GULF COAST CENTER AND CONNECT TRANSIT:** The Transit Evaluation Committee formed by Galveston and Brazoria counties recommended the separation of Connect Transit from the GCC and the creation of a new Bi-County Transit District with the responsibility for the provision of public transportation within Galveston and Brazoria Counties. At such time that all respective parties confirm the formation of the Bi-County Transit District and the GCC has relinquished the administrative responsibilities relevant to this RFP and the contract provisions therein, the Bi-County Transit District will assume authority for this contract via a transfer addendum.
- 4. DEFINITIONS:** By submitting a response to this solicitation, Respondents agree that the Center’s standard definitions shall govern unless specifically provided otherwise in a separate agreement. Said definitions are subject to change without notice. It is the sole responsibility of Respondents to stay apprised of changes.
 - 4.1. ADA** – Americans with Disabilities Act of 1990
 - 4.2. Deliverables** – Goods, products, materials, and/or services to be provided to the Center by Contractor
 - 4.3. Demand Response Service** – A transit mode comprised of buses operating in response to calls from passengers to the transit operator, who then dispatches a vehicle to pick up the passengers at various origins and transport them to various destination
 - 4.4. Direct Recipient** – Any entity that directly receives federal financial assistance from FTA
 - 4.5. DUNS** – Data Universal Numbering System

- 4.6. Fixed Route Service** – A transit mode comprised of buses operating along a prescribed route according to a fixed schedule
- 4.7. Fuel and Lubricants** – Gasoline, diesel, liquid propane and other fuels and motor oil, transmission fluid, grease, and other lubricating materials for use in operating and maintaining automotive vehicles
- 4.8. Incident** – An occurrence including, but not limited to, major or minor accident, moving violations where driver is ticketed, medical emergency for passenger or driver, vehicle mechanical failure (breakdown), weather emergency, and passengers exhibiting violent, disruptive, or illegal behavior
- 4.9. Major Accident** – Accident involving a fatality, one or more people transported to off-site medical care, total property damage equaling or in excess of \$25,000, or an area evacuation due to life safety reasons
- 4.10. Major Mechanical System Failure** – A failure of some mechanical element of the vehicle that prevents the vehicle from starting or completing a scheduled trip due to physical limitations or safety concerns
- 4.11. Non-Major Accident** – Accident involving total property damage equal to or in excess of \$7,500 but less than \$25,000 and/or driver is ticketed
- 4.12. OEM** – Original Equipment Manufacturer
- 4.13. Preventive Maintenance** – All activities, supplies, materials, labor, services, and associated work required to preserve or extend the functionality and serviceability of the asset in a cost-effective manner, up to and including the current state of the art for maintaining such asset, scheduled in accordance with OEM recommendations
- 4.14. RFP** – Request for Proposal; solicitation issued by an agency to potential suppliers to submit proposals for provision of a commodity, service or asset
- 4.15. TxDOT** – Texas Department of Transportation
- 4.16. TUCP** – Texas Unified Certification Program; repository of DBE businesses
- 4.17. Unscheduled Maintenance** – All activities, supplies, materials, labor, services, and associated work required to respond to asset breakdowns or other unexpected failures, often triggered by road calls or incident reports
- 4.18. U.S. DOL** – United States Department of Labor
- 4.19. U.S. DOT** – United States Department of Transportation
- 5. EXHIBITS**

Exhibits A through L herein are made a part of this solicitation.

 - 5.1. Exhibit A** – Minimum Insurance Requirements

- 5.2. Exhibit B – Gulf Coast Center Code of Conduct
 - 5.3. Exhibit C – Conflict of Interest Questionnaire
 - 5.4. Exhibit D – Federally Required Contract Clauses
 - 5.5. Exhibit E – Respondent Pre-Award Certifications
 - 5.6. Exhibit F – TxDOT PTN-130
 - 5.7. Exhibit G – Acknowledgment of Addenda
 - 5.8. Exhibit H – Request for Exceptions Variations and Approved Equals
 - 5.9. Exhibit I – Respondent Information Form
 - 5.10. Exhibit J – Price Proposal Form
 - 5.11. Exhibit K – Gulf Coast Center Vehicle List
 - 5.12. Exhibit L – Vehicle Scheduled Services Checklists
6. **QUESTIONS:** The RFP Coordinator is the sole point of contact for this procurement from advertisement through award. All communications between the Respondent and the Center upon release of this RFP shall be with the RFP Coordinator as follows:
- | | |
|------------------------|---|
| Name | Luis Diaz |
| Position | Asset Director |
| E-Mail Address | luisd@gulfcoastcenter.org |
| Mailing Address | 4352 E.F. Lowry Expressway
Texas City, Texas 77591 |
| Phone Number | (409) 944-4344 |
7. **OTHER COMMUNICATION:** Any other communication will be considered unofficial and non-binding on the Center. No authority is intended or implied that specifications may be amended or alterations accepted prior to proposal opening without written approval of the RFP Coordinator. Respondents are to rely on written statements issued by the RFP Coordinator only.
8. **UNSOLICITED COMMUNICATION:** To ensure fair evaluation of proposals, the Center prohibits unsolicited communications initiated by the Respondent to a Center representative who is evaluating or considering the proposals prior to Contract award. Communication between the Respondent and the Center will be initiated by the RFP Coordinator in order to obtain information or clarification needed to develop an accurate evaluation of the proposals. Unsolicited communication may be grounds for disqualifying the offending Respondent from consideration for award.

PART II – LAWS, REGULATIONS, AND MANDATORY REQUIREMENTS

1. FUNDING

1.1. The Services contract may be funded with federal funds from FTA, federal and state funds administered by the State of Texas, and/or local funds. Use of federal and state grant funds requires the Center and the successful Respondent to manage the Services within the grant guidelines and comply with all applicable federal and state regulations and requirements.

1.2. Any contract awarded as a result of this procurement is contingent upon the availability of federal, state and/or local funding.

2. LAWS, PERMITS AND LICENSES: The successful Respondent shall comply with all federal, state, and municipal laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Contract, including but not limited to the laws referred to in the Contract and other Contract documents. Upon request, the successful Respondent shall furnish to the Center certificates of compliance with all such laws, ordinances, rules, regulations, and orders. The successful Respondent shall be responsible for obtaining and keeping current all necessary federal, state, and local permits and licenses required for performance under the Contract.

3. CENTER BUSINESS CODE OF CONDUCT: The Center's employees, contractors, and volunteers will exhibit behavior based on honesty, integrity, and a sense of fairness. It is the responsibility of these individuals to maintain the highest standard of legal and ethical behavior. This includes complying with all local, state, and federal laws and regulations designed to assure adequate and appropriate care and taking timely and responsive positive action to prevent or correct any improper or inappropriate acts. The Center's Board of Trustees and Management are committed to providing avenues through which its employees may raise, review and resolve ethical issues openly and honestly. The successful Respondent shall comply with the same ethics requirements as detailed in **EXHIBIT B, Gulf Coast Center Business Code of Conduct**.

4. CONFLICT OF INTEREST: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor's or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. Respondents shall fulfill this disclosure requirement by submitting with their proposal the completed form from **EXHIBIT C, Conflict of Interest Questionnaire**. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the Respondent's proposal.

5. FEDERALLY REQUIRED CONTRACT CLAUSES: The Services may be funded in part by the U.S. Department of Transportation (DOT), through the FTA and administered by the State of Texas. As a result, the successful Respondent shall comply with all clauses in

EXHIBIT D, Federally Required Contract Clauses, and complete the federally required forms in **EXHIBIT E, Respondent Pre-Award Certifications**.

6. **ASSIGNMENT:** The successful Respondent shall not sell, assign, transfer, or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of the Center.
7. **DELINQUENT STATE BUSINESS TAX:** All Respondents shall certify in **EXHIBIT E, Respondent Pre-Award Certifications**, that the Respondent is not delinquent in a tax owed the state under Chapter 171, Tax Code, pursuant to the Texas Business Corporation Act, Texas Statutes, Article 2.45.
8. **PROCUREMENT PRINCIPLES AND STANDARDS OF CONDUCT:** Prohibited Acts of Contractors include:
 - 8.1. A Contractor, and its officers and employees, must arrive at its response to any Center procurement independently and without consultation, communication, or agreement for the purposes of restricting competition.
 - 8.2. A Contractor, and its officers and employees, may not have a relationship with any person, at the time of submitting its response to any Center or procurement or during the contract term, that may interfere with fair competition.
 - 8.3. A Contractor, and its officers and employees, may not participate in the development of specific criteria for award of the contract, nor participate in the selection of the response to be awarded the contract.
9. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND SMALL BUSINESS ENTERPRISE (SBE):**
 - 9.1. The requirements of 49 CFR Part 26, Regulations of the U.S. DOT, apply to this contract as defined in **EXHIBIT D, Federally Required Contract Clauses**. It is the policy of the Center to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned on satisfying the requirements of this RFP. The Respondent is encouraged to utilize services of DBE Banks and Financial Institutions.
 - 9.2. The Respondent is required to document all subcontractor participation including non-DBE subcontractors by completing the Respondent/Contractor Pre-Award Certification in **EXHIBIT E, Respondent Pre-Award Certifications**. Award of this contract is conditioned on submission of the following information with the proposal:
 - 9.2.1. Names and addresses of subcontractors that will participate in the contract
 - 9.2.2. Description of the work that each subcontractor will perform
 - 9.2.3. Subcontractors' status as DBE, SBE or non-DBE/SBE

9.2.4. Ethnic code, as described in the form

9.2.5. Age of the firm

9.2.6. Annual gross receipts from the firm

9.2.7. Dollar amount of the participation of each DBE firm participating

9.2.8. Written confirmation from the DBE and/or SBE on the DBE and SBE Subcontractor Letter of Intent in **EXHIBIT E, Respondent Pre-Award Certifications**

10. SALES TAX: The Center is exempt from all federal excise, state, and local taxes unless otherwise stated in this document. The Center claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Tax Exemption Certificates will be furnished upon request. Respondents shall not include taxes in their price proposals and the successful Respondent shall not include taxes on their invoices.

11. INDEMNIFICATION: Contractor shall indemnify and hold harmless the Center against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of any negligent act of omission, operation, or work of Contractor, its subcontractors, agents, servants, or employees while engaged upon or in connection with the services required or performed by Contractor hereunder. Contractor shall indemnify and hold harmless the Center, its officers, agents, and employees from any loss, damage, liability, suits, judgments, or expense because of damage to property or injuries to persons (including death) and including costs of defense (including, but not limited to, attorneys' fees) to the extent arising from any negligent act, omission, or breach on the part of Contractor, its subcontractors, agents, employees, and subconsultants, in connection with this Contract, or from any breach of any obligations under this Contract.

12. INDEPENDENT CONTRACTOR RELATIONSHIP: Respondent is and shall perform the Services as an independent contractor, and as such shall have and maintain complete control over all its employees, agents, and operations. Neither Respondent nor anyone employed by the Respondent shall be, represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the Center.

PART III – INSTRUCTIONS

1. SOLICITATION SCHEDULE:

Issue Request for Proposal	May 8, 2020
Deadline for Written Questions at 5:00 p.m. CDT	May 22, 2020
Issue Response to Questions/Final Addendum	May 29, 2020
Proposals Due by 1:00 p.m. CDT	June 12, 2020
Award Contract to Successful Respondent	September 1, 2020

- 1.1. The Center reserves the right to revise the above schedule. Notice of date changes will be posted to the Center's webpage at <https://www.gulfcoastcenter.org/business-opportunities/>.
- 1.2. All questions regarding the RFP shall be submitted in writing by 5:00 p.m. on the due date noted above. A copy of all submitted questions and the Center's responses shall be posted on the webpage listed above. Questions shall be submitted to the RFP Coordinator identified in **Part I, General**.

2. PROPOSAL DUE DATE AND TIME:

- 2.1. Signed and sealed proposals are due to the Center no later than 1:00 p.m. on the date noted above. Parcels must be labeled with the return address, solicitation number, project title, "SEALED PROPOSAL", due date and the following address:

The Gulf Coast Center
Attn: Luis Diaz
4352 E.F. Lowry Expressway
Texas City, Texas 77591
- 2.2. Proposals received after the proposal deadline will be returned unopened via the U.S. Postal Service. Late proposals shall not be considered under any circumstances.
- 2.3. Proposals shall not be opened publicly and shall be kept strictly confidential throughout the procurement process.
- 2.4. Parcels received by the Center which do not contain adequate proposal identification information on the outside labeling will be opened for the purpose of ascertaining proper proposal identification information and will be processed as any other proposal.

- 2.5. Respondents mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Respondents assume the risk for the method of delivery chosen. The Center assumes no responsibility for delays caused by any delivery service. The Center shall not accept proposals transmitted electronically or by facsimile.

3. PROPOSALS:

- 3.1. **Acceptance/Rejection:** The Center reserves the right to accept or reject any and/or all proposals for any or all services covered in this RFP. The Center makes no warranty or guarantee that an award will be made as a result of this RFP.
- 3.2. **Addenda:** The Center reserves the right to modify, waive any formalities or minor technical inconsistencies in, and delete any requirement, excluding mandatory requirements from this RFP prior to the date and time of the proposal deadline. Any modifications, waivers, interpretations, corrections, or changes to the RFP shall be made by written addenda. Sole issuing authority of addenda shall be vested in the RFP Coordinator. Addenda shall be sent to all who are known to have received a copy of the RFP. All such addenda become, upon issuance, an inseparable part of the RFP, and must be met for the Respondent's proposal to be considered responsive. Respondents shall acknowledge receipt of all addenda by completing **EXHIBIT G, Acknowledgment of Addenda**, and submit the acknowledgment with Respondent's proposal. If Respondent fails to acknowledge receipt of all addenda, then that Respondent is considered non-responsive to the RFP and the Center may reject Respondent's proposal. Material or cardinal changes to the RFP after the proposal deadline may result in cancellation of the solicitation without award of a contract.
- 3.3. **Content:** Representations made by Respondent within its proposal shall be binding. Except as approved by the Center, any proposal that fails to comply with the proposal requirements contained herein will be rejected.
- 3.4. **Valid:** The Respondent's proposal shall be valid for a period of 120 days. Failure of the Respondent to enter into a contract within 30 calendar days of being notified as the successful Respondent will render the proposal invalid, at the Center's sole option.
- 3.5. **Preparation:** The Center will not be liable for any costs incurred by any Respondent for preparing a response to this RFP. Respondents submit proposals at their own risk and expense. All proposals and their accompanying documentation will become the property of the Center.
- 3.6. **Changes:**
- 3.6.1. Respondent may make any corrections, deletions, or additions to proposals in writing prior to the date and time of the proposal deadline. The Respondent shall submit substitute pages in the appropriate number of copies with a letter documenting the changes and the specific pages for substitution. The signature on the letter must be original and of equal authority as the signature on the original

proposal. No oral, telephone, fax, e-mail, or other electronically transmitted corrections, deletions, or additions shall be accepted.

3.6.2. Respondent may not alter or amend proposals after proposals are opened. A Respondent may reduce its price provided that the Respondent is the lowest or best value Respondent and is otherwise entitled to award.

3.7. Withdrawal: A proposal shall not be withdrawn or canceled by the Respondent unless the Respondent submits a letter prior to the date and time of the proposal deadline. The signature on the withdrawal letter must be original and must be of equal authority as the signature of the proposal.

3.8. Clarification: The Center reserves the right to request clarification or additional information specific to any proposal after all proposals have been received and the RFP deadline has passed.

3.9. Confidentiality of Content:

3.9.1. All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

3.9.2. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The Center will not be responsible for any public disclosure of confidential information if it is not clearly marked as confidential.

3.9.3. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the Center, furnish written justification explaining why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

3.10. Order of Precedence: Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order.

3.10.1. Contract

3.10.2. Request for Proposal Instructions and Conditions

3.10.3. Proposal Guidelines, if any

3.10.4. Other documents, exhibits and attachments

3.10.5. Respondent's Proposal

4. REQUEST FOR EXCEPTIONS, VARIATIONS, AND APPROVED EQUALS:

- 4.1. Respondents requesting exception to or variation from the services, terms, and conditions in the RFP and/or offering product substitutions shall submit these exceptions and/or substitutions on **EXHIBIT H, Respondent Request for Exceptions, Variations and Approved Equals**. Requests that may alter the delivery of Service are due no later than the date listed as due date for written questions listed in the Solicitation Schedule.
- 4.2. The Center is the final authority of approval or denial of the request(s). All approvals will be issued by the RFP Coordinator as addenda, as specified herein, no later than the deadline for Issuing Response to Questions/Final Addendum, as specified herein. The Center reserves the right to accept any or none of the exception(s), variation(s) and/or product substitution(s) as deemed to be in the best interest of the Center.
- 4.3. Any catalog, brand name, or manufacturer's reference used in the RFP is descriptive only (not restrictive) and is used to indicate type and quality required. Request for approved equals with similar nature and quality will be considered subject to the conditions listed in **Part IV, Scope of Work**.
- 4.4. If a Respondent takes no exception to or variation from the specifications, terms, and conditions in the RFP and/or does not offer product substitutions, the successful Respondent will be required to comply with all services, terms, conditions, and products as specified herein.
- 4.5. Respondent may appeal a denied request in writing and received by the Center not less than 48 hours prior to the proposal deadline. The Center will not consider appeals received after the proposal deadline.

5. WRITTEN QUESTIONS AND RESPONSES:

- 5.1. Due to ongoing social distancing in response to Coronavirus Disease 2019, there will not be a pre-proposal conference. Respondents are invited to submit questions, prior to the deadline specified herein, to the RFP Coordinator.
- 5.2. Answers to questions submitted will be issued by the RFP Coordinator as an addendum no later than the deadline for Issuing Response to Questions/Final Addendum, as specified herein.

6. QUALIFICATIONS:

- 6.1. The opening of a solicitation shall not be construed as acceptance by the Center of Respondent as qualified, responsive and responsible.
- 6.2. All Respondents shall:
 - 6.2.1. Be firms, corporations, individuals or partnerships normally engaged in the provision of the services specified herein.
 - 6.2.2. Have adequate organization, facilities, equipment and personnel to ensure prompt and efficient services to the Center.

- 6.2.3.** Identify any subcontractors to be used for this project. Experience, qualifications and references of the subcontractors shall be submitted. The Center reserves the right to approve or disapprove subcontractors prior to any work being performed.

7. REVIEW AND EVALUATION CRITERIA:

- 7.1.** The Center shall review all proposals to determine the proposals that are responsive to the RFP submission requirements and the Respondents who are responsible sources.

7.1.1. A responsive proposal is one that follows the RFP requirements, includes all requested documentation, is submitted in the format outlined, is submitted by the proposal deadline, and has the appropriate pre-award certifications and forms completed with signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed nonresponsive.

7.1.2. To determine the responsible qualified Respondents, the Center shall consider: integrity and business ethics; suspension and debarment; compliance with Civil Rights, FTA DBE requirements and public policies of the Federal Government; organization, experience, accounting, operational controls, and technical skills; record of current and past performance; financial resources; compliance with applicable licensing and tax laws and regulations; necessary maintenance and technical equipment and facilities; and compliance with the required delivery or performance schedules.

- 7.2.** All proposals received shall be evaluated by a committee based on criteria developed by the Center. In evaluating proposals, the Center will consider the following, which are listed in order of importance:

Total period-of-performance cost of service	35 points
Experience, qualifications and quality of service (prior serviced vehicles' operational readiness)	30 points
Reputation among references	15 points
Automotive certifications	10 points
Quality control procedures	10 points
Total	100 points

7.2.1. The extent to which the Respondent's services meet the Center's needs and specifications as stated herein and represent the best value according to evaluation criteria established above.

7.2.2. Degree of Respondent's responsibility regarding the Services requirements, as determined by experience, qualifications and quality of the Respondent's services, reputation of Respondent, safety record, financial resources, and any relevant criteria specifically listed in the RFP.

- 7.3.** Respondents may be required to make an oral presentation to the evaluation committee to further present their qualifications. These presentations shall provide the Respondent the opportunity to clarify their response and ensure a mutual understanding of the Service

to be provided. In addition, the evaluation committee may visit the respondent's operations and make judgments directly affecting the evaluation of the proposal.

- 7.4. Submission of a proposal implies the Respondent's acceptance of the evaluation criteria and Respondent's recognition that subjective judgments must be made by the evaluating committee.
- 7.5. **Contract Negotiations:** In establishing a Contract as a result of the evaluation process, the Center shall prepare and submit a draft contract to the successful Respondent(s). The successful Respondent(s) shall have five (5) days to review and provide comments to the Center. The Center may consider any comments that do not substantively change the terms and conditions in the RFP and the Respondent's proposal.

8. CONTRACT:

- 8.1. **Contract Award:** The successful Respondent will be required to execute a Contract with the Center which finalizes the terms and conditions set forth in the requirements of this RFP and the successful Respondent's proposal, for three (3) consecutive years from the effective date of the contract. No award can be made until the governing board, the Center Board of Trustees, considers and approves execution of the contract. Multiple awards may be made at the sole discretion of the Center.
- 8.2. **Contract Extension:** Prior to the expiration of the Contract, the Center reserves the right to extend the Contract for up to two (2) one-year terms. The Center also reserves the right to extend the Contract up to 90 days past the Contract term or extension term(s) and require the Contractor to perform all services at the rate set forth in the initial contract or contract extension(s).

9. PROTESTS:

- 9.1. Any interested party who is aggrieved in connection with the solicitation, evaluation, or award of a Contract may file a protest with the Chief Financial Officer of the Center, herein after, Manager, and appeal any adverse decision to the Chief Executive Officer of the Center, herein after Director. Protests or appeals must be in writing and submitted attention to the Chief Financial Officer (for protests) or Chief Executive Officer (for appeals) at the following address:

The Gulf Coast Center
4352 E.F. Lowry Expressway
Texas City, Texas 77591

- 9.2. **Pre-Proposal Protests:** Protests pertaining to the terms, conditions or proposed form of procurement must be received by the Manager within five (5) business days prior to the date established for the opening of bids or receipt of responses.
- 9.3. **Post-Award Protests:** Protests concerning award decisions, including bid evaluations, must be received by the Manager within five (5) business days after award has been made and recognized by the Center Board of Trustees.

- 9.4.** Untimely, or late protests, will not be considered, unless the Manager concludes that the issue(s) raised by the protest involves fraud, gross abuse of the procurement process, or otherwise indicates substantial prejudice to the integrity of the procurement system.
- 9.5. Interested Parties:** For the purposes of this procedure, “interested parties” shall be defined as follows:
- 9.5.1.** For Pre-Proposal Protests concerning the terms, conditions, or form of a proposed procurement, any prospective Respondent whose direct economic interest would be affected by the award, or failure to award, a contract.
- 9.5.2.** For Post-Award Protests concerning award decisions, only those actual Respondents who have submitted a response to this solicitation and who, if their complaint is deemed by the Manager or Director to be meritorious, would be eligible for selection as the successful Respondent for award of a contract.
- 9.6.** All formal protests shall be signed and notarized and reference the following:
- 9.6.1.** Name, address and telephone number of the interested party;
- 9.6.2.** Solicitation number and title;
- 9.6.3.** Specific statutory or regulatory provision(s) that the action under protest is alleged to have violated;
- 9.6.4.** Specific description of each act alleged to have violated the statutory or regulatory provision(s) identified above;
- 9.6.5.** Precise statement of facts;
- 9.6.6.** Identification of the issue(s) to be resolved; and
- 9.6.7.** Argument and authorities in support of the protest.
- 9.7.** The Manager shall have the authority, prior to any appeal to the Director, to settle any dispute and resolve the protest. The Manager may solicit written responses regarding the protest from other interested parties. If the protest is not resolved by mutual agreement, the Manager will issue a written determination on the protest.
- 9.8.** If the Manager determines that no violation of rules or statutes has occurred, he shall so inform the protesting party, and at his discretion, other interested parties by letter which sets forth the reasons for the determination.
- 9.9.** If the Manager determines that a violation of the rules or statutes has occurred and a Contract has not yet been awarded, he/she shall so inform the protesting party, and at his/her discretion, other interested parties by letter which sets forth the reasons for the determination and the appropriate remedial action, which may include ordering the Contract void.

9.10. If the protest is not resolved by mutual agreement, the Manager will issue a written determination on the protest.

9.11. Appeals:

9.11.1. The Manager's determination on a protest may be appealed to the Director. An appeal to the Director must be received no later than ten (10) business days after the date of the written determination issued by the Manager and be addressed as stated above. The appeal shall be limited to a review of the determination made by the Manager.

9.11.2. The Director will review the protest, the Manager's determination, any responses from interested parties, and the appeal, and prepare a written response to the protesting party.

9.11.3. The Director's response shall be the final administrative action taken by the Center.

9.11.4. Any protest and/or appeal submitted must follow these procedures or it will be returned without action.

9.12. FTA Review: The FTA may review protests that allege the Center failed to follow the protest procedures herein and may review or refer protests that allege violation of federal, state and local law or regulation. The interested party must file the protest in accordance with FTA Circular 4220.1F, Third Party Contracting Guidance.

10. PROPOSAL REQUIREMENTS:

10.1. To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. **DO NOT** submit the entire RFP with your proposal. The original RFP with exhibits and all addenda will be provided in the executed Contract as an attachment.

10.2. Respondents are required to submit seven (7) copies of their proposal. Two (2) copies must have all original signatures and five (5) copies can be photocopied. Respondent has the option of submitting one (1) copy of their financial information in a sealed envelope marked with a return address, solicitation number, solicitation title, and "CONFIDENTIAL" per guidance below in 10.4. Respondent may also submit one (1) flash/USB drive of their proposal.

10.3. Proposals that do not conform to the instructions given or which do not address all the requirements, as specified herein, may be eliminated from consideration. The Center, however, reserves the right to accept such proposals if it is determined to be in the best interest of the Center. The proposal shall include:

10.3.1. Title Page: Show the solicitation title and number, name of Respondent, address, telephone number(s), e-mail, name of contact person, and date and time due.

10.3.2. Table of Contents: Clearly identify the materials by page numbers and/or tabs.

10.3.3. Letter of Transmittal and Acknowledgment of Addenda: Respondents shall submit a letter expressing their interest in the project, to include at a minimum:

- Brief statement of Respondent's understanding of and commitment to providing the Services specified herein
- Name(s) of person(s) authorized to make representations for the firm and their title(s), address(es), telephone number(s), and e-mail address(es)
- Signed in permanent ink by firm official(s) with the authority to contractually bind the Respondent, with the name and title of the individual(s) signing the proposal clearly shown immediately below the signature(s)
- Acknowledgment of receipt of all addenda (completed **EXHIBIT G** and all individual acknowledgments enclosed with letter)

10.3.4. Respondent Information: Respondent shall complete **EXHIBIT I, Respondent Information Form.**

10.3.5. Price Proposal: Complete and sign **EXHIBIT J, Price Proposal Form**, to include unit cost, mark-up and/or mileage for the Services the Respondent proposes to perform for each year.

10.4. Required Financial Statements: The Respondent shall provide information on the firm's financial resources and stability to include:

10.4.1. Three (3) years of audited financial statements;

10.4.2. OR

10.4.3. Most recent audited financial statement, plus previous three (3) years of income/expense sheets, balance sheets, and debt/income ratios.

10.4.4. Respondents who cannot provide either of the above items shall request an exception to provide the required financial statements in another form and state the reason(s) for the substitution per **EXHIBIT H, Request for Exceptions, Variations and Approved Equals.**

10.5. The Center considers financial information as sensitive and confidential and permits Respondents to submit a single copy in a sealed envelope marked with a return address, solicitation number, solicitation title, and "CONFIDENTIAL." The Center shall destroy the financial information after the contract is awarded.

10.6. Certifications and Forms: Respondent shall provide fully executed certifications and forms, as identified herein. Failing to provide the following certifications and forms may result in the Respondent being deemed non-responsive and removed from consideration for contract award.

10.6.1. Insurance: Respondent shall provide a Certificate of Liability Insurance or a letter stating the Respondent's ability to obtain the minimum insurance coverage

required in accordance with **EXHIBIT A**. If the Respondent submits a letter, then they shall submit a certificate of insurance prior to commencing Service.

10.6.2. Conflict of Interest Questionnaire: If a conflict of interest exists between the Respondent or its subcontractors and the current Center Board of Trustees members (<https://www2.gulfcoastcenter.org/board-of-directors/>) the Respondent shall complete and submit **EXHIBIT C**. If a conflict does not exist, then respondent shall mark the questionnaire “no conflict of interest exists” and submit the exhibit.

10.6.3. Respondent Pre-award Certifications: Respondent shall complete the checklist and all certifications included in **EXHIBIT E**.

10.6.3.1. Lobbying Certificate

10.6.3.2. Suspension and Debarment Certification

10.6.3.3. Respondent/Contractor Certification Form

10.6.3.4. DBE and SBE Subcontractor Letter of Intent

10.6.3.5. Delinquent State Business Tax Certification Form

10.6.3.6. Certificate of Interested Parties

10.6.3.7. Senate Bill 252 Certification

10.6.3.8. House Bill 89 Verification

10.6.3.9. Contractor Payment Report Form

10.6.4. TxDOT PTN-130: Respondent shall complete the TxDOT PTN-130 Forms (**EXHIBIT F**)

PART IV – SCOPE OF WORK

- 1. INTENT:** The Center seeks one or more vehicle maintenance service providers, also referred to as Respondent(s) or Contractor(s), to provide preventive and unscheduled vehicle maintenance for the Center's fleet for the Galveston County service area, as specified in **EXHIBIT K, Gulf Coast Center Vehicles List**. The vehicle maintenance services, referred to as Services, is inclusive of all necessary administration, equipment, facilities, maintenance, parts, supplies and personnel required to perform the Services in compliance with all applicable contract, local, state and FTA requirements. Respondents may submit proposals for one or any combination of maintenance services among the following categories:
 - 1.1.** Preventive Maintenance
 - 1.2.** Vehicle Tire Replacement and Repair
 - 1.3.** Unscheduled Maintenance
 - 1.4.** Vehicle Cleaning (On- and/or Off-site)
 - 1.5.** Vehicle Towing
- 2. STATEMENT OF WORK:** The Contractor shall perform work under the contract to meet or exceed the following requirements.
 - 2.1.** Contractor shall provide all necessary administration, equipment, facilities, maintenance, parts, supplies and personnel required to perform scheduled and unscheduled vehicle maintenance in compliance with all applicable contract, local, state and FTA requirements. Contractor shall be responsible for furnishing all shop tools, mechanics tools/equipment, proper lifts, and tire change equipment, special diagnostic equipment and any other special equipment, tools or facility required to complete the vehicle maintenance including facilities and equipment for large cutaway buses. A typical large cutaway bus, which the Center operates, has up to a 25-foot length, 186-inch wheelbase, 96-inch width and 120-inch height. The gross vehicle weight ranges up to 14,500 pounds.
 - 2.2.** Contractor shall complete all vehicle repairs in accordance with chassis, body, and component manufacturers' recommended practices. Repairs shall be conducted to Society of Automotive Engineers (SAE) and other relevant industry standards. Any modifications to the suspension or other parts of the vehicle shall require Contractor to provide certification that all Federal Motor Vehicle Safety Standards are met.
 - 2.3.** Contractor shall use new Original Equipment Manufacturer (OEM) replacement parts, or approved equal parts, which comply with the OEM's requirements and/or specifications and are in production, but do not compromise any OEM warranties. Contractor shall also use new supplies and materials to perform the work herein. Contractor shall not employ used, shopworn, demonstrator, prototype, or discontinued parts, supplies or materials.

- 2.4. Contractor shall certify that service technicians and/or mechanics are properly trained in accordance with industry standards. Contractor shall furnish documents showing certification and/or training for service technicians by SAE testing and diagnosis repair training. Automotive Service Excellence (ASE), National Automotive Parts Association (NAPA) and Service Technicians Society certification and training are acceptable. Where applicable, FTA and/or State of Texas (e.g. TxDOT) certifications for applicable training and certification may also be required.

3. WORK REQUIREMENTS:

3.1. Preventive Maintenance

- 3.1.1. The Preventive Maintenance (PM) Program, including all multi-point inspections, is designed to identify any potential issues that may require immediate or future attention.

3.1.1.1. For any items requiring immediate repair and/or additional service, Contractor shall submit a written quotation, which is based on the pricing stated on **EXHIBIT J, Price Proposal Form**, for review and authorization by the Center. Contractor shall not proceed without authorization from the Center.

3.1.1.2. For any items requiring future repair and/or additional service, Contractor shall submit a written explanation of the item(s) and a written quotation, which is based on the pricing stated in the Contractor's **Price Proposal Form (EXHIBIT J)**.

3.1.1.3. The Center may elect to have immediate and future repairs performed by the Contractor tasked with the corresponding scheduled service that identified the need for repair or elect to have the repairs performed by another Contractor.

3.1.1.4. Requirements for services performed by the Contractor in support of the PM Program are specified in **EXHIBIT L, Vehicle Scheduled Services Checklists**.

3.1.2. 5,000 Mile Service. Contractor shall perform the 5,000 Mile Service, as scheduled by the Center. The service shall include, and Contractor shall document, all items on the 5,000 Mile Service Checklist in **EXHIBIT L**.

3.1.3. 18,000 Mile Service. Contractor shall perform the 18,000 Mile Service, as scheduled by the Center. The service shall include, and Contractor shall document, all items on the 18,000 Mile Service Checklist in **EXHIBIT L**.

3.1.4. Wheelchair Lift Inspection/Repair Program

3.1.4.1. Contractor shall perform the Wheelchair Lift Inspection as part of the 18,000 Mile Service, as scheduled by the Center. The service shall include, and Contractor shall document, all items in the ADA

Wheelchair Lift Inspection section of the 18,000 Mile Service Checklist in **EXHIBIT L**.

- 3.1.4.2.** The servicing technician/mechanic shall hold a current certificate of course completion from either Braun Company or Ricon Company for Wheelchair ADA Transit Use Wheelchair and Standee Lift Operations and Maintenance Training prior to performing work under this activity.

3.2. Vehicle Tire Replacement and Repair

- 3.2.1.** Contractor shall replace or repair tires based on tire condition, depth of tire tread, degree of tire damage and/or location of tire damage.
- 3.2.2.** Replacement tires shall be Steel Belted Radials. The most common tire sizes are 215/70R15, 225/75R16 and 8R19.5; however, tire sizes are subject to change as the vehicles are replaced. The Center shall not accept plug-repaired, recap or retread tires.
- 3.2.3.** The Center is eligible for Government Pricing discounts.
- 3.2.4.** Contractor shall add make, size, manufacturer and price per tire to invoices for tires replaced.

3.3. Unscheduled Maintenance

3.3.1. Vehicle Tire Road Service

- 3.3.1.1.** Contractor shall provide 24-hour vehicle tire road service throughout Galveston County.
- 3.3.1.2.** Contractor shall respond within 90 minutes of any call for service.
- 3.3.1.3.** Contractor shall perform tire repair or replacement at the location of disabled vehicle unless the work will take more than 60 minutes to complete or conditions are unsafe for the Contractor or the driver or unsecure for the vehicle.
- 3.3.1.4.** Contractor shall maintain all equipment, tools, replacement tires, supplies and materials on the responding vehicle.
- 3.3.1.5.** Contractor shall provide a list of contact names and phone numbers for after-hours service to the Center. Contractor shall also update the list periodically and provide a copy to the Center.
- 3.3.1.6.** Contractor shall dispose of fluids, tires and/or parts in accordance with regulatory requirements.

3.3.2. Mechanical Repair

- 3.3.2.1.** Contractor shall perform repairs at Contractor's facility.

3.3.2.2. Contractor shall submit a written quotation based on the pricing stated in the Contractor's Price Proposal for review and authorization by the Center. Contractor shall not proceed without authorization from the Center.

3.3.2.3. On-demand repairs that are the result of a vehicle accident shall not be included in the Contract.

3.4. Vehicle Cleaning

3.4.1. On-site. Contractor shall provide vehicle exterior washing, waxing and interior cleaning Monday thru Saturday between 8:00 a.m. and 5:00 p.m. at the **Texas City Administrative Building or the Gulf Coast Center location at 4352 E.F. Lowry Expressway.**

3.4.2. Off-site. Contractor shall provide vehicle exterior washing, waxing and interior cleaning Monday thru Saturday between 8:00 a.m. and 5:00 p.m. at the Contractor's service location(s) as needed to support service operations throughout Galveston County.

3.4.3. Contractor shall perform routine cleaning in conjunction with the biweekly vehicle cleaning schedule as determined by the Center.

3.4.3.1. Exterior cleaning of vehicles shall, at a minimum, include soap wash and clear water rinse, either by hand or machine, of all exterior surfaces, removal of insects/dirt/etc. from windows, and hand dry of all windows and mirrors.

3.4.3.2. Interior cleaning of vehicles shall, at a minimum, include vacuuming of all floorboards and seats, damp wipe-down of all door interiors and other interior parts and surfaces and cleaning windows and mirrors with an ammonia cleaner.

3.4.4. Contractor shall perform comprehensive cleaning on request by the Center.

3.4.4.1. For the exterior of the vehicle, remove all insects, tar, dirt, etc.; clean/shine wheels, bumpers, chrome trim; apply surface protectant, like Armor All or similar, to all plastic surfaces (tire/trim/luggage racks); and hand wax exterior surfaces.

3.4.4.2. For the interior of the vehicle, deep clean all carpets and upholstery; apply surface protectant, like Armor All or similar, to all surfaces; damp wipe all gauges, speedometer covers, etc.; remove dust from all air conditioning vents; and vacuum trunk space and/or sweep out other storage compartments.

3.4.5. Contractor shall perform bio-hazard cleaning on request by the Center.

3.4.5.1. In addition to the items listed for interior Routine Cleaning, bio-hazard cleaning shall include, at a minimum removal and disposal of vehicle

lubricants, body lubricants (oils, lotions, etc.), bodily fluids (blood, vomit, urine, feces, etc.) from vehicle exteriors and interiors and/or extermination and removal of insects or rodents from vehicle interiors.

- 3.4.5.2.** For bodily fluid spills, Contractor shall use cleaning solutions which, at a minimum, include a mixture of bleach and water and/or cleaning solutions recommended by the manufacturer or healthcare industry for removal of hazardous bodily waste materials. Contractor shall dispose of bodily fluids in accordance with regulatory requirements.

3.5. Vehicle Towing

- 3.5.1.** Contractor shall provide towing service 24-hours per day, seven (7) days per week, including holidays, in Galveston County for any vehicle in **EXHIBIT K**. the Center shall notify Contractor of changes to the vehicle lists.
- 3.5.2.** Contractor shall respond within 90 minutes of any call for towing service.
- 3.5.3.** For safety reasons, Contractor shall be required, upon request, to transport the driver and/or passenger(s) to the destination of the disabled vehicle. Contractor shall also be required, upon request, to wait with the driver and/or passenger(s) until another vehicle picks up the driver and passenger(s).
- 3.5.4.** Contractor shall maintain the necessary permits from government authorities allowing operation of towing service within the areas Contractor is contracted to provide service.
- 3.5.5.** Contractor shall disconnect drive shafts prior to towing any vehicle.
- 3.5.6.** Contractor shall provide the Center a list of contact names and phone numbers for after-hours towing service. Contractor shall update the list periodically or as changes occur and provide a copy to the Center.
- 4. ADMINISTRATIVE CONTRACT:** Contractor shall designate a primary point of contact for communicating with the Center. The point of contact shall be accessible by work phone, cell phone and/or email. The point of contact must have contractual authority to act for Contractor.
- 5. REPORTING:** Contractor shall generate a monthly DBE participation report, if DBE subcontractors are employed, and submit it to the Center on EXHIBIT P, Contractor Payment Report Form, as an enclosure with the invoice.
- 6. QUALITY ASSURANCE AND QUALITY CONTROL:** Contractor shall assure quality by complying with all manufacturers' guidance for maintaining and repairing the Center's fleet vehicles and installing only OEM parts or approved equal parts. Contractor shall supervise all service technicians and mechanics to ensure all required accreditation is maintained and to verify work is performed to the standards established by SAE, ASE, NAPA and Service Technicians Society.

PART V – PRICE, INSPECTION, INVOICING AND PAYMENT

1. CONTRACT:

- 1.1.** The Center may enter into a Contract resulting from the solicitation for three (3) consecutive years from the effective date of the Contract, which shall remain in full force and effect unless and until it expires by operation of the term stated or until terminated or extended as provided herein. The Center reserves the right to:
 - 1.1.1.** Enter into a Contract resulting from the solicitation on or about September 1st, 2020 for a period of three (3) years. The Contract term shall start from the effective date of Contract.
 - 1.1.2.** Extend the Contract for two (2) one-year periods starting with year four of the contract.
 - 1.1.3.** Extend the Contract up to 90 days past the Contract term or extension term in effect and require the Contractor to perform all services at the set rate set forth in the initial contract or contract extension in effect.
 - 1.1.4.** Review Contractor performance, price, continuing need for Contractor's service, advancements in technologies or service, and any other conditions that impact the effectiveness or efficiency of the Services prior to the end of each extension period.
 - 1.1.5.** Terminate the Contract with or without cause or may continue through the full term of the Contract.
- 1.2.** Contractor recognizes the Services as vital to the Center and shall be continued without interruption. Upon the expiration of the Agreement, a successor Contractor or the Center may continue the Service. Contractor agrees to cooperate with the successor Contractor or the Center to effect a timely transition to a successor.

2. PRICE:

- 2.1.** The successful Respondents' pricing shall be firm for the duration of the base Contract and extensions, as submitted on the final Price Proposal Form, except as provided for under Price Adjustments detailed herein. The Contract price shall be limited based on the Center's budget for vehicle maintenance and the services contracted with the successful Respondent(s).
- 2.2.** The Center is requesting the respondent to complete and submit its price proposal based on unit costs, percentage markup on parts, and labor costs using **EXHIBIT J**. Proposal and invoice pricing instructions for each proposal item are detailed in the Scope of Work. Labor charges are to be detailed by the cost per hour and must be stated in no less than 15-minute increments. For parts, including tires, the Center requires unit pricing based on a percentage markup from the approved parts and labor pricing manuals. The

following approved publications will be used to estimate the price of parts and the labor times required to complete the service:

2.2.1. Motor, Professional Service Trade Edition for Parts and Labor Time Guide

2.2.2. Snap-On's ShopKey

2.2.3. Mitchell Alternate Parts (MAPP)

2.2.4. Alldata LLC

2.2.5. Alternative Publication submitted by Contractor and approved by the Center

2.3. Warranty information, where applicable, shall be furnished up to and including manufacturer's documentation and/or Contractor written warranty information.

3. PRICE ADJUSTMENTS:

3.1. The Center may consider adjustments to the price for added federal governmental requirements related to Homeland Security or other mandated federal requirements. Requests for price adjustments must be submitted in writing by the Contractor. All price increases are subject to the Center's written approval before they become effective.

3.2. Rebates on parts or repairs shall be deducted from the proposal pricing and detailed on invoices. Concessions or discounts, which reduce the purchase pricing of the repairs or parts, shall also be deducted from the proposal pricing and detailed on the invoices.

4. DELIVERY, INSPECTION AND ACCEPTANCE:

4.1. Delivery

4.1.1. Delivery of vehicles by the Contractor does not constitute acceptance by the Center and delivery documents will not be accepted as formal billing nor the signatures on such documents considered being formal acceptance of the vehicle.

4.1.2. Delivery times should conform to acceptable industry standards for the type of maintenance requested. The Center may pursue remedies herein for habitual failure by the Contractor to meet specified delivery dates.

4.1.3. The Center may, at its discretion, request the Contractor to expedite the timeframe for Service. The Contractor will have the choice to expedite the Service. If the Contractor elects not to expedite the Service, then the Center reserves the right to have the Service performed elsewhere.

4.2. Inspection and Acceptance

4.2.1. The Center, or its representative, may visit the Contractor's location(s) for the purpose of inspecting the Contractor's ability to carry out the work required under the contract. Inspections may include an assessment of materials and workmanship at any time during the repair process, written policies, observation

of practices and an assessment of facilities, equipment, vehicles and staff utilized by the Contractor to perform maintenance on the vehicles. The Center shall have the right to reject all materials and workmanship that do not conform to the specifications provided herein. The Center may also pursue remedies herein for inadequate materials, workmanship facilities, equipment and/or vehicles, as well as poorly trained staff, inadequate safety policies and practices, insufficient insurance coverage, etc. The Contractor is not relieved of any obligation herein regardless of whether the Center performs inspections.

4.2.2. All services performed and vehicles delivered by the Contractor, or its subcontractors, shall be subject to inspection and acceptance by the Center. Acceptance takes place only after the vehicle is inspected and formally accepted by the Center in writing. The Contractor is not relieved of any obligation herein regardless of whether the Center performs inspections and acceptance.

4.2.3. Defects

- If the service is found to be defective, the Center will notify the Contractor in writing that the vehicle service is rejected and note the deficiencies and/or needed corrections. The Center may pursue remedies herein for failure of the Contractor to correct deficiencies within 10 working days.
- The costs associated with correcting defects found during the inspection and acceptance, up to and including parts, labor, delivery and/or re-delivery costs shall be the responsibility of the Contractor.
- Contractor shall notify the Center when all defects are corrected. The Center will re-inspect the vehicle before acceptance. If the Center determines the deficiencies are not corrected, then the same process and provisions defined herein shall apply.

5. INVOICING:

5.1. Contractor shall submit one (1) original invoice and one (1) copy after vehicles are delivered or services are rendered. Invoices shall be delivered no less frequently than a monthly basis to:

The Gulf Cost Center
4352 E.F. Lowry Expressway
Texas City, Texas 77591

5.2. The invoice shall not be deemed complete and payment shall not be authorized unless the Center formally accepts the vehicle(s) or service and the following documents are provided in a form approved by the Center:

5.2.1. Invoice in an amount correctly determined in accordance with the Contract and including an invoice number, date of service, the last five digits of the VIN, and the service performed, as listed in the Work Requirements section of Part VI

- 5.2.2.** For PM activities, Contractor shall complete and submit the appropriate form available in EXHIBIT N.
- 5.2.3.** For tires replaced, Contractor shall provide make, size, manufacturer and price per tire information on the invoice.
- 5.2.4.** For any items requiring future repair and/or additional service, Contractor shall submit a written explanation of the item(s) and a written quotation, which is based on the pricing stated on the Price Proposal form.
- 5.2.5.** Contractor shall include the monthly DBE Participation Report, if applicable, and submit it to the Center with the invoice.

6. PAYMENT:

- 6.1.** In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by the Center to the contractor will be made promptly within thirty (30) days of the date the Center receives a correct invoice, as specified herein, for Service rendered, formally accepts the vehicle(s) or service and the invoice includes the documents specified above in Section 5.2.
- 6.2.** The Contractor may charge interest on an overdue payment at the “rate in effect” on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by the Center in the event:
 - 6.2.1.** There is a bona fide dispute between the Center and the Contractor about the Service rendered that causes the payment to be late.
 - 6.2.2.** There is a bona fide dispute between the Contractor and a subcontractor about the Service rendered that causes the payment to be late.
 - 6.2.3.** The terms of a federal contract, grant, regulation, or statute prevent the Center from making a timely payment with federal funds.
 - 6.2.4.** The invoice is not submitted to the Center in strict accordance with any instruction herein relating to the invoice.

- 7. NON-APPROPRIATION:** Contract shall be a commitment of the Center’s current revenues only. It is understood and agreed the Center shall have the right to terminate the Contract at the end of any fiscal year if the governing body does not appropriate funds sufficient to purchase the estimated yearly Services, as determined by the Center’s budget for the fiscal year in question. The Center may effect such termination by giving the Contractor a written notice of termination at the end of the current fiscal year.

EXHIBIT A – MINIMUM INSURANCE REQUIREMENTS

The Respondent/Contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the respondent/contractor. These requirements do not establish limits of the Respondent/Contractor's liability.

All policies of insurance shall waive all rights of subrogation against the Center, its officers, employees and agents.

Upon request, certified copies of original insurance policies shall be furnished to the Center.

The Center reserves the right to require additional insurance should it is deemed necessary.

Before commencing the work, and as a condition precedent to beginning and for payment for the work, Respondent/Contractor shall furnish the Center with an insurance certificate showing the following types of coverage with minimum limits of liability and other conditions as follows:

Type of Coverage: A. Workers' Compensation

Policy Limits: State Statutory Policy Form – Statutory Employer's Liability - \$1,000,000.

Type of Coverage: B. Commercial General Liability:

To include coverage for Independent Contractors, Products and Completed Operations (extending for at least twenty-four months after completion of operations). Personal Injury Liability.

Policy Limits: Coverage with limits not less than Three Hundred Twenty-five Thousand Dollars (\$325,000) for Bodily Injury each occurrence and in the aggregate and One Hundred Fifty Thousand Dollars (\$150,000) for Property Damage each occurrence and in the aggregate.

Type of Coverage: C. Comprehensive Automobile Liability:

To include coverage for owned, non-owned, and hired vehicles.

Policy Limits: Coverage shall include all owned, hired, and non-owned automobiles used in connection with the contract with limits not less than One Hundred Thousand Dollars (\$100,000) Bodily Injury each person, subject to a Three Hundred Thousand Dollars (\$300,000) Bodily Injury each occurrence and Twenty-five Thousand (\$25,000) Property Damage Liability each occurrence.

*Gulf Coast Center
Request for Proposal for Vehicle Maintenance Services
#2020 TRANSIT 002*

Subcontractor(s) shall obtain and maintain the insurance at its expense and for the duration of its work.

The insurance policies provided by Respondent/Contractor hereunder shall also be endorsed to provide the Center with thirty (30) days advance written notice prior to any cancellation or reduction in coverage and eliminating any exception to such notice and ten (10) days' notice for non-payment of premium.

The Center is to be named as additional insured on all policies except Workers Compensation.

Waiver of Subrogation in favor of the Center is to be provided on Workers Compensation, Commercial General Liability and Commercial Automobile Liability policies.

All policies except Workers Compensation shall contain wording that without exception, the Respondent/Contractor's policies are primary coverage and that the Center's policies are non-contributory.

All policies of insurance must be provided with insurance companies that are rated by AM Best Co., as A:10 as a minimum and authorized to do business in Texas.

The Center reserve the right to examine all of the Respondent/Contractor's policies of insurance as itemized herein prior to its contracting with Respondent/Contractor and at the time of a material change, if any.

Information satisfactory to the Center that confirms all of the requirements set forth within this RFP must be submitted to the Center with the RFP.

EXHIBIT B – GULF COAST CENTER CODE OF CONDUCT



Business Code of Conduct

Vision, Mission and Values

Our Vision

Better community healthcare promoting healthy living.

Our Mission

**Provide accessible, efficient and quality services to support
independent and healthy living of those we serve**

Our Values

Humanity

We value people foremost by serving individuals and families with care and compassion.

Excellence

We value the pursuit of operational excellence by striving to gain efficiencies, decrease costs, and enhance service delivery through innovations.

Accountability

We value achievement of an exemplary standard of accountability for our individual and collective performance.

Loyalty

We value the crucial role which family members and other natural supports play in effective treatment.

Teamwork

We value collaboration to efficiently maximize utilization of resources and improve outcomes of care.

Honor

We value united and uncompromising resolve, as we steadfastly safeguard and evolve our work environment to uphold education, responsible self-direction, and collaborative coaching.

You

We value commitment to build and strengthen partnerships that benefit the needs and values of our community as a whole.

- I. **Statement of Purpose.** Gulf Coast Center (Center) employees, contract providers and volunteers will exhibit behavior based on honesty, integrity and a sense of fairness. It is the responsibility of these individuals to maintain the highest standard of legal and ethical behavior. This includes complying with all local, state and federal laws and regulations designed to assure adequate and appropriate care and taking timely and responsive positive action to prevent or correct any improper or inappropriate acts. The Center's Board of Trustees and Management are committed to providing avenues through which ethical issues may be raised, reviewed and resolved openly and honestly.
- II. **Ethical Standards.** The business conducted by the Gulf Coast Center will be delivered in an environment with the highest ethical, legal and professional standards. Honesty, integrity and impartiality will be demonstrated when dealing with Center customers, providers, vendors, regulators, competitors, community and employees. In addition, any individual who is professionally licensed shall adhere to the code of ethics of that profession. The Board of Trustees, employees, contract providers and volunteers will make every effort to avoid even the appearance of illegal, unethical or unprofessional conduct.
- III. **Leadership Responsibilities.** While all Center employees, contract providers and volunteers are obligated to follow the Code of Conduct, we expect our leaders to set the example, to be in every respect a role model. They must ensure that those on their team have sufficient information to comply with laws, regulations and policies; as well as the resources to resolve ethical dilemmas. They must help to create a culture within the Center which promotes the highest standards of ethics and compliance. The culture must encourage everyone in the organization to share concerns when they arise. We must never sacrifice ethical and compliant behavior in the pursuit of business objectives.
- IV. **Conflict of Interest / Outside Business and Financial Interests.** A conflict of interest may occur if outside activities or personal interests influence or appear to influence objective decision making in the course of Center-related responsibilities and duties. A conflict may also exist if the demands of any outside activities hinder or distract your job performance or cause you to use Center resources for other than Center purposes. Employees and contract providers are expected to exhibit professional loyalty to the Center. Employees and contract providers are expected to avoid conflicts of interest and opportunities for personal gain for themselves individually, members of their immediate families and others which may impede their best judgment.

The following are guidelines for Board of Trustees, employees and contract providers regarding interests outside of the business conducted by the Gulf Coast Center:

- A. Employees, or members of their respective families and contract providers should not have substantial financial or business interest with a competitor, customer or supplier of Gulf Coast Center without first reviewing the nature of activity with the Center's legal counsel.

- B. Each employee's employment should be his/her first business priority. Any other employment or business activity will be considered secondary and should not interfere with individual employee job performance and responsibilities. Approval for secondary employment requires the approval of the Center's Chief Executive Officer (CEO).
- V. **Gifts and Favors.** The following are expectations of employees, contract providers and volunteers:
- A. Employees working under the Health and Human Services Commission (HHSC) Substance Use Recovery guidelines and programs may not accept gifts of any kind.
 - B. In compliance with all applicable federal and state laws, Center employees may not accept or solicit any gift or benefit that one may reasonably believe was given to influence a decision(s) regarding care of an individual, to secure preferential treatment or regarding purchases, contracts or any discretionary decision concerning expenditure or use of Center assets. Under no circumstances may cash be accepted as a gift from an individual in services to a Center employee. Consumers seeking to make a cash donation may be advised to make the intended cash donation to a charitable organization (which may be the Center).
- The following are not prohibited by this policy:
- 1. **Token Gifts** which are items with a value of less than \$50, excluding cash or a negotiable instrument, if it was not given in exchange for any exercise of the employee's duties. Therefore, commercially produced or purchased gifts to a Center employee by an individual in services or vendor shall not be accepted if the fair market value of the gift exceeds \$50.00.
 - 2. **Gifts from family and close friends** if there is an established independent relationship that is not related to status or work of the Center employee.
 - 3. **Gifts from other business associates** with whom the Center employee has an independent business relationship that is not related to the employee's duties at the Center.
- VI. **Compliance.** The following are guidelines for compliance with this Center's Compliance Plan, including the Business Code of Conduct:
- A. Employees, contract providers and volunteers are committed to complying with all federal and state laws and regulations, with an emphasis on preventing fraud and abuse.
 - B. Gulf Coast Center will conduct audits and other risk evaluations to monitor compliance and assist in the reduction of identified problem areas.
 - C. Gulf Coast Center will maintain processes to:
 - 1. Detect Medicaid/Medicare or other third party payer compliance offenses;
 - 2. Initiate corrective and preventive action;

3. Report to appropriate oversight authorities, both professional and regulatory, when appropriate; and
 4. Address consequences for employees, contract providers and volunteers for failure to comply with standards, policies and procedures.
- D. Employees, contract providers and our volunteers are committed to ensuring the privacy of our consumer/clients' protected health information. We are committed to compliance with all privacy and security rules relating to the Health Insurance Portability and Accountability Act (HIPAA), along with other federal and state laws that are integral to matters of privacy, medical records, confidentiality of communications and identity theft protection of those we serve. The Center shall maintain a process to monitor and detect flags for potential identity theft; appropriately notify those affected and/or those required to be notified by law; and initiate corrective action plans or improvement projects as appropriate.
- VII. **Accounting and Reporting.** It is Gulf Coast Center policy to maintain and submit accurate and honest records related to all billing or reporting, including Medicare and Medicaid, and to comply with all laws and regulations relating to Medicare or Medicaid. All employees who document any service shall do so honestly, describing the services actually rendered. Each employee and contract provider will ensure the integrity of the Center by accurately and truthfully recording all corporate information, accounting and operational data through strict adherence to established accounting and business procedures.
- VIII. **Corporate Resources.** Each employee, contract provider, intern and volunteer is expected to use corporate resources economically and safeguard corporate assets at all times. Care should be taken to treat Center resources as if they were your own, or better. It is the responsibility of each employee, contract provider and volunteer to preserve the Center's assets including time, materials, supplies, equipment, computers, electronic communications devices, and information. The Center's assets are to be maintained for business related purposes. As a general rule, the personal use of any Center asset without the prior approval of your supervisor is prohibited. The occasional use of items such as copiers, fax machines, printers or facility phones for local personal calls, where the cost to the Center is insignificant, is permissible. The postage machine is never available to employees, contract staff, interns or volunteers for personal use. Specific policies/procedures should be referenced for proper use of other Center resources such as gasoline credit cards, Center vehicles, and Center issued electronic communications devices. Any community or charitable use of Center resources must be approved in advance by your supervisor. Any use of Center resources for personal financial gain unrelated to the organization's business is prohibited.
- IX. **Political Activities.** As good citizens, each employee and contract provider is encouraged to participate in the political process. The Gulf Coast Center must, however, ensure that employee and contract provider's political activities and contributions do not appear to

represent the opinion of the Gulf Coast Center. Individuals can support political candidates as they so choose using their own personal resources.

- A. Only the members of the Center's Board of Trustees may engage in attempting to influence decisions of state and local officials. Center staff are prohibited from lobbying on behalf of the Center.
- B. Staff and Center Trustees can provide professional opinions, testimony, and input to local and state officials – including State Boards – when invited to participate by the official(s) or participating in political local forums.
- C. Any and all expenses associated by Centers in an effort to inform or influence should come from unrestricted local funds.

- X. **Confidentiality.** Confidential information including Center strategies, operations and clinical data is a valuable asset. Each employee, contract provider and volunteer is expected to diligently safeguard all Gulf Coast Center records deemed confidential including information about Center consumers and their families; internal operations; and fellow employees and contract providers as described in Gulf Coast Center policy and/or federal and state law (including the Texas Open Records Act). Although you may use confidential information to perform your job, it must not be shared with others unless the individual(s) have a legitimate, within the limits of the law, need to know the information and have agreed to maintain confidentiality or you have a signed authorization for release signed by the person who can invoke the right. Employees may not access the confidential information of relatives, in-laws, friends or acquaintances unless there is both a legitimate need to know and appropriate procedures are followed. When or if your relationship with the Center ends for any reason, you are still bound to maintain the confidentiality of information viewed during your time with the Center.

- XI. **Employee Relations/Professional Conduct.** Each employee is expected to perform assigned tasks in a reliable and cooperative manner and treat each other with mutual respect, dignity and trust. Examples of prohibited behavior include:

- A. Threatening or abusive behavior
- B. Arguing
- C. Fighting
- D. Harassment

Each employee has the right to work in an environment free of harassment and disruptive behavior. Harassment will not be tolerated. Degrading or humiliating jokes, slurs, intimidation, or other harassing conduct is not acceptable in our workplace.

- 1. Harassment could be related to race, creed, color, sex, sexual orientation, national origin, ancestry, citizenship status, marital status, pregnancy, age, medical condition or disability.

2. Verbal or physical conduct of a sexual nature that interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment has no place at Gulf Coast Center.

Each employee is expected to conduct themselves in a professional manner and maintain a professional and businesslike relationship with co-workers, supervisors and persons served. Examples of professional conduct include but are not limited to the following:

- A. Appropriate dress (See Center Dress Code)
- B. Punctuality in reporting to work
- C. Answering and returning business calls in a timely manner
- D. Limiting use of personal communication devices during work hours
(See *The Gulf Coast Center Guidelines for Using Mobile Phones*)
- E. Maintaining confidences by not repeating personal or privileged information
- F. Completing assigned duties without dishonesty, fraud, deceit or misrepresentation
- G. Compliance with the Center's gun policy

Although the Center is not concerned with conduct and actions of employees during non-work hours, off duty conduct may become a legitimate concern when it has the potential of impacting agency operations. Such off-duty conduct may result in appropriate disciplinary action against the employee concerned. Examples of off duty conduct which may have ramifications at work include inappropriate social media posts, illegal behavior, and other behavior and conduct that is in conflict with the Center's mission, vision, and values.

- XII. **Customer Focus and Consumer/Client Relations.** Each employee's primary responsibility is to the consumer/client, making every reasonable effort to advance the welfare and best interests of those individuals and families. Because Center consumers/clients are the primary focus of every activity, each employee and contract provider will be committed to continually improving our products, services and cost competitiveness to meet the individual needs of Gulf Coast Center consumers.

Employees must conduct themselves in a positive and courteous manner toward consumers/clients. All consumers/clients are treated in a manner that preserves their dignity, respect, autonomy, self-esteem and civil rights. Mistreatment in any form is a matter of concern at all supervisory levels and will not be tolerated. Each individual has the right to be involved in his/her own care. It is the responsibility of each employee and contract provider to ensure that consumers'/clients' rights are protected. To that end, each employee and contract provider must familiarize themselves with consumer/client rights set forth in the policy and procedure manual and the rights protection handbook. Consumer/clients, or when appropriate the consumer/client's LAR, shall be informed of their rights in advance of, during and upon discontinuation of care. The Center will maintain processes to support consumer/client rights in a

collaborative manner which includes staff and others. These structures are based on policies and procedures, which make up the framework addressing both consumer/client care and organizational ethics issues. Additionally, the Center has established processes for prompt resolution of consumer/client complaints/grievances which include informing individuals of whom to contact regarding complaints, and informing individuals regarding the complaint resolution. Center employees, contract staff and volunteers will receive training about consumer/client rights in order to clearly understand their role in supporting them.

- XIII. **Controlled Substances.** To protect the interests of our employees and consumers/clients, we are committed to an alcohol and drug-free work environment. All employees must report for work free of the influence of alcohol and illegal drugs. Reporting to work under the influence of any illegal drug or alcohol; having an illegal drug in your system; or using, possessing, or selling illegal drugs while on Center property may result in immediate termination. We may use drug testing as a means of enforcing this policy. The illegal use or possession of any controlled substance is unacceptable and will not be tolerated. These acts are illegal and jeopardize the safety of employees, contract providers and consumers/clients; and reduce productivity, reliability and trustworthiness.
- XIV. **Reporting Misconduct.** To obtain guidance on an ethics or compliance issue or to report a suspected violation, you may choose from several options. We encourage the resolution of issues, including human resources-related issues at the program level whenever possible. It is an expected good practice, when you are comfortable with it and think it appropriate under the circumstances, to raise concerns first with your supervisor. If this is uncomfortable or inappropriate, another option is to discuss the situation with the Center's Corporate Compliance Officer or General Counsel, as appropriate. The Center will make every effort to maintain, within the limits of the law, the confidentiality of the identity of any individual who reports possible misconduct. There will be no retribution or discipline for anyone who reports a possible violation in good faith. Any colleague who deliberately makes a false accusation with the purpose of harming or retaliating against another employee, contract provider or volunteer will be subject to disciplinary action.

The following are obligations for reporting misconduct:

- A. Each employee, contract provider and volunteer is responsible for bringing to the attention of his/her Gulf Coast Center supervisor any situation that appears to be in violation of this Business Code of Conduct. Whether a violation is the result of an innocent mistake or planning and intent, it is important that all employees take responsibility for bringing the violation to the attention of someone who can correct the situation.
- B. Supervisors will suggest appropriate action and contact the Gulf Coast Center Compliance Officer in accordance with Center policy and the corporate Compliance Plan

1. If it is inappropriate to discuss the issue with an immediate supervisor, the employee may raise the issue directly with the Gulf Coast Center Compliance Officer or appropriate Executive Management staff.
2. If necessary, the issue may be brought to the attention of the Gulf Coast Center's CEO.
3. Reporting of violations will remain confidential to the extent possible unless otherwise obliged by professional code of conduct, state or federal law. Employees, contract providers and volunteers may, however, be required to substantiate any allegations of wrongdoing.
4. No employee, contract provider or volunteer will be punished or subjected to reprisal because he/she, in good faith, reports a violation of this Business Code of Conduct. Center policy regarding retaliation will be adhered to in all such instances.
5. Employee who deliberately make false accusations will be subject to disciplinary action up to and including termination.

XV. Risk Reporting

- A. Risk Identification/Incident Reports (RIR) will be completed and submitted on all unusual occurrences/incidents. An occurrence is defined as an unusual event which transpires in or on the premises of the Center. The event is considered unusual if the result was unexpected, unintended, undesirable, and/or departs from any other Center policy and procedure and/or puts the Center in a position of liability or risk.
- B. RIRs will be completed and submitted to the Rights Protection Officer within:
 1. Twenty-four (24) hours if the incident involves abuse/neglect/exploitation or some other rights violation, death of a consumer/client, or employee injury (workman's comp).
 2. Forty-eight (48) hours for all other incidents except those listed in XV.B.1 immediately above.
- C. A RIR will be completed by any person involved in or witnessing an incident or unusual occurrence. This incident or occurrence is to be immediately reported to the supervisor or manager of the person(s) completing the RIR.

- XVI. Conclusion.** It is the responsibility of each employee, contract provider and volunteer to maintain the highest standards of business ethics. This includes taking positive action to prevent or correct any improper or inappropriate acts. The Gulf Coast Center Board of Trustees and Management are committed to providing avenues through which ethical issues may be raised, reviewed and resolved openly and honestly.

EXHIBIT C – CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental 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(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information is being disclosed. </div> <div style="border: 1px solid black; padding: 2px; text-align: center; margin-top: 10px;"> Name of Officer </div>		
<div style="border: 1px solid black; padding: 2px;"> 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. </div> <div style="padding: 10px; margin-top: 20px;"> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> </div>		
<div style="border: 1px solid black; padding: 2px;"> 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 of one percent or more. </div>		
<div style="border: 1px solid black; padding: 2px;"> 6 <input type="checkbox"/> 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). </div>		
<div style="border: 1px solid black; padding: 2px;"> 7 </div>		
<div style="border: 1px solid black; padding: 2px;"> Signature of vendor doing business with the governmental entity </div>		<div style="border: 1px solid black; padding: 2px;"> Date </div>

**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.

EXHIBIT D – FEDERALLY REQUIRED CONTRACT CLAUSES

1. FLY AMERICA

- a. The Respondent/Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their Respondents/Contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Respondent/Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements.
- b. The Respondent/Contractor also agrees to include any applicable requirements in each subcontract involving international air transportation financed in whole or in part with Federal assistance provided by FTA.

2. BUY AMERICA – Does not apply to this contract.

3. CHARTER BUS and SCHOOL BUS REQUIREMENTS

- a. Charter Service Operations – Does not apply to this contract.
- b. School Bus Operations – Does not apply to this contract.

4. CARGO PREFERENCE REQUIREMENTS – Does not apply to this contract.

5. SEISMIC SAFETY REQUIREMENTS – Does not apply to this contract.

6. ENERGY CONSERVATION

- a. As authorized by the State of Texas, The Texas State Energy Conservation Office (SECO) has adopted the most recent edition of the International Energy Conservation Code (IECC) without amendment for new buildings or additions only. The Respondent/Contractor shall design the facility in accordance with 2015 IECC.
- b. The Respondent/Contractor also agrees to include any applicable requirements in each subcontract involving construction of commercial buildings financed in whole or in part with Federal assistance provided by FTA.

7. CLEAN WATER

- a. The Respondent/Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Respondent/Contractor agrees to report each violation to the Center and understands and agrees that the Center will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- b.** The Respondent/Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

8. BUS TESTING – Does not apply to this contract.

9. PRE-AWARD and POST DELIVERY AUDIT REQUIREMENTS – Does not apply to this contract.

10. LOBBYING

- a.** Respondents/Contractors who apply for an award of \$100,000 or more shall file the Certification Regarding Lobbying, required by 49 CFR Part 20, New Restrictions on Lobbying, with the Center. Each subcontractor shall file the Certification Regarding Lobbying with the Respondent/Contractor that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
 - b.** The Respondent/Contractor and subcontractors shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from subcontractors to Respondent/Contractor to the Center.
 - c.** The certification regarding lobbying (See **EXHIBIT E**) is to be completed by the Respondent/Contractor and subcontractor(s) is provided herein under Certifications and Forms Section.

11. ACCESS TO RECORDS AND REPORTS

The following access to records requirements applies to this contract:

- a.** The Center is an FTA Recipient in accordance with 49 C.F.R. 18.36(i). The Respondent/Contractor agrees to provide the Center, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Respondent/Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
 - b.** The Respondent/Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c.** The Respondent/Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Respondent/Contractor agrees to maintain same until the Center, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. 18.39(i)(11).

- d. FTA does not require the inclusion of these requirements in subcontracts.

12. FEDERAL CHANGES

- a. The Respondent/Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Center and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Respondent/Contractor's failure to so comply shall constitute a material breach of this contract.
- b. The Respondent/Contractor also agrees to include any applicable requirements in each subcontract involving a federal change financed in whole or in part with Federal assistance provided by FTA.

13. BONDING REQUIREMENTS – Does not apply to this contract.

14. CLEAN AIR

- a. The Respondent/Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Respondent/Contractor agrees to report each violation to the Center and understands and agrees that the Center will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The Respondent/Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

15. RECYCLED PRODUCTS

- a. If the Respondent/Contractor procures \$10,000 or more of one of the Environmental Protection Agency designated items in a fiscal year or has procured \$10,000 or more of such items in the previous fiscal year using Federal funds, the Respondent/Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247, including:
 - i. Paper and paper products.
 - 1. Paper and paper products, excluding building and construction paper grades.
 - ii. Vehicular products.
 - 1. Lubricating oils containing re-refined oil, including engine lubricating oils, hydraulic fluids, and gear oils, excluding marine and aviation oils.
 - 2. Tires, excluding airplane tires.
 - 3. Reclaimed engine coolants, excluding coolants used in non-vehicular applications.

4. Rebuilt vehicular parts.

- b.** The Respondent/Contractor also agrees to include these requirements in each subcontract if the subcontractor procures \$10,000 or more of one of the Environmental Protection Agency designated items in a fiscal year or has procured \$10,000 or more of such items in the previous fiscal year using Federal funds.

16. DAVIS-BACON and COPELAND ANTI-KICKBACK ACTS – Does not apply to this contract.

17. CONTRACT WORK HOURS and SAFETY STANDARDS ACT

- a.** Overtime requirements - No Respondent/Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b.** Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (a) of this section the Respondent/Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such the Respondent/Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c.** Withholding for unpaid wages and liquidated damages – the Center shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Respondent/Contractor or subcontractor under any such contract or any other Federal contract with the same prime Respondent/Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Respondent/Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Respondent/Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d.** The Respondent/Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Respondent/Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

18. RESERVED

19. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

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

20. PROGRAM FRAUD and FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- a. The Respondent/Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Respondent/Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Respondent/Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Respondent/Contractor to the extent the Federal Government deems appropriate.
- b. The Respondent/Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Respondent/Contractor, to the extent the Federal Government deems appropriate.
- c. The Respondent/Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. TERMINATION

The contract may be terminated under the following conditions:

- a. Termination for Convenience. The Center may terminate this contract, in whole or in part, at any time by written notice to the Respondent/Contractor when it is in the

Center's best interest. The Respondent/Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Respondent/Contractor shall promptly submit its termination claim to the Center to be paid to the Respondent/Contractor. If the Respondent/Contractor has any property in its possession belonging to the Center, the Respondent/Contractor will account for the same, and dispose of it in the manner the Center directs.

- b. Termination for Default [Breach or Cause].** If the Respondent/Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Respondent/Contractor fails to perform in the manner called for in the contract, or if the Respondent/Contractor fails to comply with any other provisions of the contract, the Center may terminate this contract for default. Termination shall be affected by serving a notice of termination on the Respondent/Contractor setting forth the manner in which the Respondent/Contractor is in default. The Respondent/Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

- c. Opportunity to Cure.** The Center in its sole discretion may, in the case of a termination for breach or default, allow the Respondent/Contractor thirty (30) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

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

- d. Waiver of Remedies for any Breach.** In the event that the Center elects to waive its remedies for any breach by the Respondent/Contractor of any covenant, term or condition of this Contract, such waiver by the Center shall not limit the Center's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. Termination for Convenience.** The Center, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Center shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

- f. The Respondent/Contractor also agrees to include these requirements in each subcontract exceeding \$10,000 financed in whole or in part with Federal assistance provided by FTA.

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

- a. This contract is a covered transaction for purposes of 49 C.F.R. Part 29. As such, the Respondent/Contractor is required to verify that none of the Respondent/Contractor, its principals, as defined at 49 C.F.R. 29.995, or affiliates, as defined at 49 C.F.R. 29.905, are excluded or disqualified as defined at 49 C.F.R. 29.940 and 29.945.
- b. The Respondent/Contractor is required to comply with 49 C.F.R. 29, Subpart C and must include the requirement to comply with 49 C.F.R. 29, Subpart C in any lower tier covered transaction it enters into.
- c. The certification (See **EXHIBIT E**) is a material representation of fact relied upon by the Center. If it is later determined that the Respondent/Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Center, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Respondent/Contractor agrees to comply with the requirements of 49 C.F.R. 29, Subpart C and Executive Order 12549 while this offer is valid and throughout the period of any contract that may arise from this offer.
- d. The Respondent/Contractor also agrees to include these requirements in each subcontract exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

23. PRIVACY ACT – Does not apply to this contract.

24. CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying contract:

- a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Respondent/Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Respondent/Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. Equal Employment Opportunity - The following requirements apply to the underlying contract:
 - i. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Respondent/Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 *et seq.*,

(which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Respondent/Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Respondent/Contractor agrees to comply with any implementing requirements FTA may issue.

- ii. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Respondent/Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Respondent/Contractor agrees to comply with any implementing requirements FTA may issue.
 - iii. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Respondent/Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Respondent/Contractor agrees to comply with any implementing requirements FTA may issue.
- c. The Respondent/Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

25. BREACHES AND DISPUTE RESOLUTION

The Center's breach and dispute resolution requirements are as follows:

- a. 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 authorized representative of the Center's Transportation Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Respondent/Contractor mails or otherwise furnishes a written appeal to the Chief Financial Officer. In connection with any such appeal, the Respondent/Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Center shall be binding upon the Respondent/Contractor and the Respondent/Contractor shall abide by the decision.

- b.** Performance During Dispute - Unless otherwise directed by the Center, Respondent/Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- c.** Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- d.** Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Center and the Respondent/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 in which the Center is located.
- e.** Rights and Remedies - The duties and obligations imposed by the Contract Documents 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 the Center or the Respondent/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.
- f.** The Respondent/Contractor also agrees to include any applicable requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

26. PATENT AND DISPUTE RESOLUTION – Does not apply to this contract.

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS – Does not apply to this contract.

28. DISADVANTAGED BUSINESS ENTERPRISES

- a.** Objective/Policy Statement - The Gulf Coast Center has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Center has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Center has signed an assurance that it will comply with 49 CFR Part 26. The agency's overall goal for DBE participation is 3.93%. A separate contract goal has not been established for this procurement.
- b.** Respondent/Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Respondent/Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Respondent/Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Center deems appropriate. Each subcontract Respondent/Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

- c. Respondent/Contractor is required to document all subcontractor participation including non-DBE subcontractors. Award of this contract is conditioned on submission of the following information in **EXHIBIT E** with the sealed bid:
- i. The names and addresses of subcontractors that will participate in the contract;
 - ii. A description of the work that each subcontractor will perform;
 - iii. Whether the subcontractor is a DBE, non-DBE, or a Small Business Enterprise (SBE);
 - iv. The ethnic code, as described in the form;
 - v. The gender code, as described in the form;
 - vi. The age of the firm;
 - vii. The annual gross receipts from the firm;
 - viii. The dollar amount of the participation of each DBE firm participating; and
 - ix. Written confirmation from the DBE subcontractor that it is participating in the contract as provided in the commitment made in the Respondent/Contractor Certification Form (**EXHIBIT E**).
- d. The Respondent/Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Respondent/Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the Respondent/Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Center deems appropriate. Each subcontract the Respondent/Contractor signs with a subcontractor must include the assurance in this paragraph.
- e. The Respondent/Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from the Center. The Respondent/Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the timeframe stated in this paragraph may occur only for good cause, as determined by the Center, and following written approval of the Center. This clause applies to both DBE and non-DBE subcontractors and shall be included in the contract between the Respondent/Contractor and any and all subcontractors.
- f. The Respondent/Contractor must promptly notify the Center, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Respondent/Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Center.

- g.** The Respondent/Contractor shall report DBE participation on a monthly basis on the Contractor Payment Report Form (**EXHIBIT E**).
- h.** For the Respondent/Contractor's convenience, a listing of potential DBE subcontractors listed in the Texas Unified Certification Program DBE Directory (<https://txdot.txdotcms.com/Default.asp>).
- i.** The Center encourages the Respondent/Contractor on DOT-assisted contract to make use of financial institution owned and controlled by socially and economically disadvantaged individuals. The Federal Reserve Statistical Release maintains a list of Minority-Owned Banks (<http://www.federalreserve.gov/releases/mob/>).

29. RESERVED

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

- a.** The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Respondent/Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Center requests that would be in violation of the FTA terms and conditions.
- b.** The Respondent/Contractor also agrees to include any applicable requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

31. DRUG AND ALCOHOL TESTING – Does not apply to this contract.

32. ACCESSIBILITY

- a.** ADA Accessibility ensures that all individuals regardless of disability are not excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- b.** The Respondent/Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities.
- c.** The Respondent/Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable.

- d.** In addition, the Respondent/Contractor agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing
- e.** The Respondent/Contractor and all subcontractors shall adhere to any applicable ADA Accessibility requirements from the following:
 - i.** 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance, U.S. DOT regulation
 - ii.** 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA), U.S. DOT regulation
 - iii.** 49 CFR Part 38 and 36 C.F.R. Part 1192 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles, Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulation
 - iv.** 28 C.F.R. Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services, U.S. DOJ regulation
 - v.** 28 C.F.R. Part 36 – Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, U.S. DOJ regulation
 - vi.** 41 C.F.R. Subpart 101-19 – Accommodations for the Physically Handicapped, U.S. General Services Administration (U.S. GSA) regulation"
 - vii.** 29 C.F.R. Part 1630 – Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, U.S. EEOC
 - viii.** 47 C.F.R. Part 64, Subpart F – Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled, U.S. Federal Communications Commission regulation
 - ix.** 36 C.F.R. Part 1194 – Electronic and Information Technology Accessibility Standards, U.S. ATBCB regulation
 - x.** 49 C.F.R. Part 609 – Transportation for Elderly and Handicapped Persons, FTA regulation
 - xi.** Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

33. VETERAN’S PREFERENCE – Does not apply to this contract.

EXHIBIT E – RESPONDENT PRE-AWARD CERTIFICATIONS

		<u>Respondent Initials:</u>
1.	Lobbying Certification	_____
2.	Suspension and Debarment Certification	_____
3.	Respondent/Contractor Certification	_____
4.	DBE Subcontractor Certification	_____
5.	Delinquent State Business Tax Certification	_____
6.	Certificate of Interested Parties	<u>N/A</u>
7.	Senate Bill 252 Certification	<u>N/A</u>
8.	House Bill 89 Verification	_____
9.	Contractor Payment Report Form	<u>N/A</u>

I HEREBY ATTEST THAT EXHIBIT D, FEDERALLY REQUIRED CONTRACT CLAUSES, AND EXHIBIT E, RESPONDENT PRE-AWARD CERTIFICATIONS, WERE READ AND MY INITIALS ABOVE INDICATE THAT EACH ITEM WAS PROPERLY PREPARED AND EXECUTED.

DATE: _____

RESPONDENT: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements (to be submitted with each bid or offer exceeding \$100,000)

The Respondent/Contractor certifies that to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Respondent/Contractor/Subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Respondent/Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

DATE: _____

RESPONDENT: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

**SUSPENSION AND DEBARMENT CERTIFICATION FORM
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

The prospective primary Respondent/Contractor certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary Respondent/Contractor is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

DATE: _____

RESPONDENT: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, the Respondent/Contractor is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Respondent/Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Center's determination whether to enter into this transaction. However, failure of the Respondent/Contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the Center determined to enter into this transaction. If it is later determined that the Respondent/Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Center may immediately terminate this transaction for cause or default.
3. The Respondent/Contractor shall provide immediate written notice to the Center if at any time the Respondent/Contractor 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 transaction," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. Respondent/Contractor may contact the Center for assistance in obtaining a copy of those regulations (13 CFR Part 145).
5. The Respondent/Contractor 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 subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Center when entering into this transaction.
6. The Respondent/Contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions," provided by the Center when entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Respondent/Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 6 of these instructions, if a Respondent/Contractor in a covered transaction knowingly enters into a lower tier covered transaction with a subcontractor who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Center may terminate this transaction for cause or default.
9. The Respondent/Contractor also agrees to include these requirements in each subcontract, or a lower tier covered transaction, exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

*Gulf Coast Center
Request for Proposal for Vehicle Maintenance Services
#2020 TRANSIT 002*

RESPONDENT/CONTRACTOR CERTIFICATION FORM

Instructions: The Respondent/Contractor shall complete this form by listing 1) Names of all proposed subcontractors. 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Status as a DBE, SBE or non-DBE, 5) Ethnic Code of firm 6) Gender of the Owner, 7) Age of the firm, 8) Annual gross receipts of the firm, 9) % or \$ amount of Total Contract. Those subcontractors which are listed on this form as DBEs and SBEs must have current certification as a DBE or SBE with a participating UCP certifying agency. The DBE or SBE certification must be complete by the time the bids/proposals are submitted. Additionally, those subcontractors which are listed on this form as DBEs or SBEs must complete DBE and SBE Subcontractor Letter of Intent, agreeing to the information listed herein.

Ethnic Codes: A) Black American B) Hispanic American C) Native American D) Sub-continental Asian American E) Asian-Pacific American F) Non-Minority Women G) Other **Gender Codes:** M) Man W) Woman X) Choose Not to Answer

1) Name of Subcontractor	2) Address, Telephone # of DBE Firm (Including name of contact person)	3) Description of Work, Services Provided. Where applicable, specify "supply" or "Install" or both.	4) DBE, SBE or non-DBE	5) Ethnic Code	6) Owner Gender	7) Age of Firm	8) Annual Gross Receipts	9) % or \$ amount of Total Contract

THIS SCHEDULE MUST BE COMPLETED AS INSTRUCTED ABOVE AND INCLUDE EVERY SUBCONTRACTOR PROPOSED. ADD ADDITIONAL PAGES, IF NEEDED.

The undersigned will enter into a formal agreement with DBE and/or SBE contractors for work listed in this schedule upon execution of a contract with the Center. The Respondent/Contractor agrees to the terms of this schedule by signing below and submitting the **DBE and SBE Contractor Letter of Intent**, as completed by the DBE or SBE subcontractor(s).

DATE: _____

RESPONDENT: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DBE AND SBE SUBCONTRACTOR LETTER OF INTENT

Note: DBE and SBE firms participating in the DBE or SBE Program must have "current" certification status with a UCP Certifying Agency by the due date established for this Request for Proposal (RFP).

1. TO: (Respondent/ Contractor): _____
2. The undersigned is either currently certified under a Unified Certification Program (UCP) as a DBE, SBE or will be at the time this RFP is due.

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

and at the following price \$ _____ and/or _____ % of the total contract amount (should be the same \$ or % found on Respondent/Contractor Certification).

3. The DBE or SBE subcontractor should complete this section only if the DBE or SBE is subcontracting any portion of its subcontract.

With respect to the proposed subcontract described above, the undersigned DBE anticipates that _____ % of the dollar value of this subcontract will be awarded to other contractors. Any and all DBE subcontractors a DBE subcontractor uses must be listed on Form 1 and must also be DBE certified.

DATE: _____

DBE/SBE FIRM: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

RESPONDENT: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DELINQUENT STATE BUSINESS TAX CERTIFICATION FORM

All Respondents shall certify that Respondent is not delinquent in a tax owed the state under Chapter 171, Tax Code, pursuant to the Texas Business Corporation Act, Texas Statutes, Article 2.45.

DATE:	<hr/>
RESPONDENT:	<hr/>
SIGNATURE:	<hr/>
PRINT NAME:	<hr/>
TITLE:	<hr/>

CERTIFICATE OF INTERESTED PARTIES

*For reference only, this form is filled out with the awarded Contractor online
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm*

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 <div style="font-size: 2em; transform: rotate(-45deg); opacity: 0.5; position: absolute; top: 50%; left: 50%;"> Must file online at www.ethics.state.tx.us/File </div>																			
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.																					
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 services, goods, or other property to be provided under the contract.																					
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable) <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center;">Controlling</th> <th style="width: 50%; text-align: center;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>		Controlling	Intermediary																
Controlling	Intermediary																				
5 Check only if there is NO Interested Party. <input type="checkbox"/>																					
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <div style="text-align: right; margin-right: 100px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>																					
ADD ADDITIONAL PAGES AS NECESSARY																					

SENATE BILL 252 CERTIFICATION

On this day, I, Rick Elizondo, the **Chief Financial Officer** for the **Gulf Coast Center**, pursuant to Chapter 2252, Section 2252.152 of the Texas Government Code, certify that I did review the website list prepared, maintained, and made available to the Gulf Coast Center by the Comptroller of the State of Texas of companies known to have contracts with or provide supplies or services to Iran, Sudan or any foreign terrorist organization. I have ascertained that the below-named company is not contained on said list of companies that do business with Iran, Sudan or any Foreign Terrorist Organization.

RESPONDENT FILL OUT THE BELOW SECTION:

Company Name

RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

(signature)

Chief Financial Officer, Gulf Coast Center

Date

HOUSE BILL 89 VERIFICATION

I, _____ (Person name), the undersigned representative of (Company or Business Name) _____ (hereinafter referred to as Company) **being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- a) Does not boycott Israel currently; and
- b) Will not boycott Israel during the term of the contract the above-named Company, business or individual with the Gulf Coast Center.

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF _____ § COUNTY OF _____

On this day, BEFORE ME, the undersigned, personally appeared _____, the _____ of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2020.

[SEAL]

NOTARY PUBLIC in and for the State of Texas

Gulf Coast Center
Request for Proposal for Vehicle Maintenance Services
#2020 TRANSIT 002

CONTRACTOR PAYMENT REPORT FORM

Instructions: Contractors are required to complete and submit this report, as specified in the contract or as requested, until final payment of the contract has been made. Failure to comply with the DBE provisions may result in contract termination, or the suspension or debarment of the contractor from doing business with the Owner in the future in accordance with the procedures set forth in the DBE Program. This report must be submitted with each invoice. Instructions for completing this report can be found on the following sheet.

1 Contract Number, if applicable	2 Invoice Number	3 Reporting Period		4 Contractor's Business Name	5 Contact Person	6 Address	
		From:	To:				
7 Telephone Number	8 Date of Contract Award	9 Schedule Date of Completion	10 Original Contract Amount	11 Current Contract Modifications	12 Total Amount Received to Date	13 Total Amount Owed	
14 Committed DBE %	15 Actual DBE Participation to date	16 Actual DBE % to date					

17 Name of DBE Subcontractor	18 Description of Work	19 Amount of payments made during current invoice period	20 Date of payments made during current invoice period	21 Subcontract Dollars	22 Amount paid to date	23 Percent paid to date	24 Amount of this invoice allocated to DBE Subcontractor

(Add rows to the table, as needed, to complete this section)

By completing this form, the Contractor acknowledges the Owner's prompt payment policy, which requires the Contractor to pay all subcontractors within 30 days of receiving payment from the Owner.

Signature	Date Signed	Name and Title of Individual Completing Report

EXHIBIT F – TXDOT PTN-130

	Consolidated Certification Form	Form PTN-130 (Rev. 4/19) Page 1 of 7
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I. GENERAL:

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. Vendors are certifying by reference the entire list of FTA's current fiscal year Certifications and Assurances (for fiscal year: **2020**), and shall download the same at:

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

A. Access to Third Party Contract Records (ALL)

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

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

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

C. Prohibited Interest (ALL)

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

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

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

E. Energy Conservation (ALL)

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

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

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

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

The vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. The vendor certifies truthfulness and accuracy of any statement it makes pertaining to the FTA-assisted project. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as deemed appropriate. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement submission, or certification to the Federal Government relating to the FTA-assisted project, per 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, as deemed appropriate.

H. Contract Work Hours (all over 100K)

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

Contact/Help

Gulf Coast Center
Request for Proposal for Vehicle Maintenance Services
#2020 TRANSIT 002

Form PTN-130 (Rev. 4/19)
Page 2 of 7

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

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

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

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

I. Civil Rights (over 10K)

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

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

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

Gulf Coast Center
Request for Proposal for Vehicle Maintenance Services
#2020 TRANSIT 002

Form PTN-130 (Rev. 4/19)
Page 3 of 7

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

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

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any transit agency requests which would cause the transit agency to violate FTA terms and conditions.

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

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

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

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

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

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

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

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

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

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

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

f. Agency Process.

Transit agency enters dispute resolution process here.

Gulf Coast Center
Request for Proposal for Vehicle Maintenance Services
#2020 TRANSIT 002

Form PTN-130 (Rev. 4/19)
Page 4 of 7

N. Fly America (foreign air transport or travel)

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

O. Recycled Products (all products)

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

P. Access for Individuals with Disabilities (ALL)

The VENDOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The VENDOR also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the VENDOR agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

*Gulf Coast Center
Request for Proposal for Vehicle Maintenance Services
#2020 TRANSIT 002*

Form PTN-130 (Rev. 4/19)
Page 5 of 7

Q. Debarment and Suspension (over 25K)

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

R. Clean Water & Air (over 150K)

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

S. Non-Lobbying (over 150K)

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

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

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

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

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

T. Lobbying and Disclosure Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

Gulf Coast Center
Request for Proposal for Vehicle Maintenance Services
#2020 TRANSIT 002

Form PTN-130 (Rev. 4/19)
Page 6 of 7

U. CERTIFICATION TO PURCHASER:

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

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

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

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

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

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

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

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

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

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

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

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

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

Gulf Coast Center
Request for Proposal for Vehicle Maintenance Services
#2020 TRANSIT 002

Form PTN-130 (Rev. 4/19)
Page 7 of 7

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

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

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

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

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

FMVSS Certification

Name of Company	Printed Name of Person Completing Form
<input type="text"/>	<input type="text"/>
Date	Signature
<input type="text"/>	<input type="text"/>

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

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

Buy America Certification

Name of Company	Printed Name of Person Completing Form
<input type="text"/>	<input type="text"/>
Date	Signature
<input type="text"/>	<input type="text"/>

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

- A. Construction or Architectural & Engineering Projects ☐ [Add Addendum A:](#)
- B. Transit Operations or Management Projects ☐ [Add Addendum B:](#)
- C. Intelligent Transportation System or Research & Development ☐ [Add Addendum C:](#)

EXHIBIT G – ACKNOWLEDGMENT OF ADDENDA

*Vehicle Maintenance Service
Solicitation #2020-Transit-002*

The undersigned acknowledges receipt of the following addenda to the Center’s Request for Proposals (insert number and date of each addendum). Attach each acknowledged addendum to this exhibit.

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

If Respondent fails to acknowledge receipt of all addenda, then the proposal is considered non-responsive to the RFP and the Center may reject Respondent’s proposal.

DATE: _____

RESPONDENT: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

EXHIBIT H – REQUEST FOR EXCEPTIONS, VARIATIONS AND APPROVED EQUALS

PRINTED NAME:		DATE:	
SIGNATURE:		TITLE:	
RESPONDENT:		ADDRESS - TELEPHONE:	
RFP NUMBER:		RFP DATE:	
RFP REFERENCE (PART, PAGE AND PARAGRAPH):			
PROPOSED EXCEPTION, VARIATION OR EQUAL:			
REASON:			
AGENCY USE ONLY			
REVIEWED BY:	DATE:	CONTROL #:	
ACTION TAKEN:			
COMMENT:			
SIGNATURE:			

EXHIBIT I – RESPONDENT INFORMATION FORM

Instructions: Respondent shall complete the following form as part of the RFP response.

COMPANY INFORMATION

LEGAL COMPANY NAME: _____

DBA COMPANY NAME: _____

DUNS NUMBER: _____

COMPANY ADDRESS: _____

COMPANY PHONE NUMBER: _____

NORMAL BUSINESS HOURS: _____

ON-CALL HOURS, IF APPLICABLE: _____

The following list shall be answered for current company policies and practices.

PERFORM BACKGROUND CHECKS:	YES	NO
-----------------------------------	------------	-----------

HAVE A DRUG AND ALCOHOL PROGRAM:	YES	NO
---	------------	-----------

HAVE ACCESS TO INTERNET:	YES	NO
---------------------------------	------------	-----------

HAVE AN E-MAIL ADDRESS:	YES	NO
--------------------------------	------------	-----------

VEHICLE MAINTENANCE SERVICE CAPABILITIES

Please provide the following information in a separate document titled “Vehicle Maintenance Service Capabilities” included with this form in the proposal.

- Services to be provided, by vehicle type (as defined in Part IV, Scope of Work)
- Number of years in business performing services stated above for medium-duty (cutaway) buses
- Fleet clients with medium-duty buses or larger vehicles previously (within past three years) or currently served in capacity stated above, including dates services provided and size of fleet
- Response time for unscheduled maintenance service (if applicable)
- Physical address(es) of service facility or facilities, number of service bays and type of vehicle maintenance equipment
- Number of vehicle maintenance mechanics
- Limitations on service capability (facility size, equipment, mechanics, as applicable)
- Earliest start date

TRAINING AND CERTIFICATION

Please list specific SAE, ASE, NAPA and Service Technicians Society training courses taken and certifications received by the service technicians and/or vehicle maintenance mechanics. Attach documents supporting any training and certifications claimed to the "Vehicle Maintenance Service Capabilities" document.

[illegible]

PERMITS

Please list permits held for vehicle towing only and any zone or county restrictions. Additional permits may be listed in the “Vehicle Maintenance Service Capabilities” document.

CITY/JURISDICTION	PERMIT NUMBER	RESTRICTIONS

QUALITY CONTROL PROCEDURES

Please list all quality control (QC) procedures currently documented and employed in the workplace, the effective date (when the procedure was first implemented), and the process owner (who is responsible for managing the procedure). If no incoming inspections, training & certification, or work inspection procedures are followed, leave blank. Additional QC procedures may be listed in the “Vehicle Maintenance Service Capabilities” document.

PROCEDURE	EFFECTIVE DATE	PROCESS OWNER
<i>Incoming Parts & Supplies Inspection</i>		
<i>Technician/mechanic Training & Certification</i>		
<i>Work Inspection (QC checks)</i>		
<i>Other procedures (please list below as needed)</i>		

SUBCONTRACTOR INFORMATION

Please provide the following information for each subcontractor, if any. Provide additional copies of this page in the proposal as needed.

COMPANY NAME: _____

DUNS NUMBER: _____

EXPERIENCE: _____

QUALIFICATIONS: _____

REFERENCE COMPANY NAME: _____

REFERENCE PHONE NUMBER: _____

ADDITIONAL COMMENTS (OPTIONAL)

Please provide any additional information considered essential to demonstrating the company's capacity, capabilities and expertise to perform the Services being proposed in the "Vehicle Maintenance Service Capabilities" document. This may include company history, management methods, experience with other organizations, and other details relevant to bus maintenance, cleaning, tire replacement and/or towing. This section is not required to be considered a responsive proposal.

REFERENCES

The Respondent shall provide at least three (3) references for which the same or similar Service has been provided within the past five (5) years.

Company:	Contact Person:
Email:	Phone:
Address:	
Type of Maintenance Service Provided:	

Company:	Contact Person:
Email:	Phone:
Address:	
Type of Maintenance Service Provided:	

Company:	Contact Person:
Email:	Phone:
Address:	
Type of Maintenance Service Provided:	

The information provided on the Respondent Information Form and the associated “Vehicle Maintenance Service Capabilities” document accurately reflects the Respondent’s company, vehicle maintenance service capabilities, service technician and mechanic training and certification, permits, and the subcontractors.

DATE: _____

RESPONDENT: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

EXHIBIT J – PRICE PROPOSAL FORM

*Vehicle Maintenance Services
Solicitation #2020-Transit-002*

*The Gulf Cost Center
4352 E.F. Lowry Expressway
Texas City, Texas 77591*

The Undersigned Agrees That:

- A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.
- B. Prices in this proposal have not knowingly been disclosed with any other Respondent and will not be prior to award.
- C. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- D. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- E. The individual signing this proposal certifies that the Respondent has not violated the antitrust laws of the State, Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws.
- F. The individual signing this proposal certifies that he/she is a legal Agent of the Respondent, authorized to represent the Respondent, and is legally responsible for the offer with regard to supporting documentation and prices provided.

(Company Name)

(Name of Authorized Agent – Printed)

(Street Address / P.O. Box)

(Authorized Agent Signature)

(City / State / Zip Code)

(Date)

(Tax ID No.)

(Legal Business Name)

PRICING

The unit price shall include all of the Contractor's costs to provide each selected Vehicle Maintenance Service. **Respondents may propose to provide any services listed.**

*Gulf Coast Center
Request for Proposal for Vehicle Maintenance Services
#2020 TRANSIT 002*

Year 1 Pricing		
Galveston County Service Area	Vehicle Type	
	Van - Passenger	Bus - Gasoline
MAINTENANCE		
<i>Scheduled/Preventative Maintenance</i>		
5,000 Mile Oil Change/Multi-Point Inspection		
18,000 Mile Program		
18,000 Mile Wheelchair Lift Inspection/Repair Program		
<i>Unscheduled/On-Demand Maintenance</i>		
Parts Mark-Up		
Labor		
<i>Vehicle Towing</i>		
Loading		
Mileage		
Drive Shaft Drop Fee		
<i>Vehicle Tire Replacement and Repair</i>		
Parts Mark-Up		
Mount		
Balance		
Vehicle Tire Repair		
CLEANING		
<i>Vehicle Cleaning On-Site</i>		
Routine Cleaning		
Comprehensive Cleaning		
Bio-Hazard Cleaning		
<i>Vehicle Cleaning Off-Site</i>		
Routine Cleaning		
Comprehensive Cleaning		
Bio-Hazard Cleaning		

Gulf Coast Center
Request for Proposal for Vehicle Maintenance Services
#2020 TRANSIT 002

Year 2 Pricing		
Galveston County Service Area	Vehicle Type	
	Van - Passenger	Bus - Gasoline
MAINTENANCE		
<i>Scheduled/Preventative Maintenance</i>		
5,000 Mile Oil Change/Multi-Point Inspection		
18,000 Mile Program		
18,000 Mile Wheelchair Lift Inspection/Repair Program		
<i>Unscheduled/On-Demand Maintenance</i>		
Parts Mark-Up		
Labor		
<i>Vehicle Towing</i>		
Loading		
Mileage		
Drive Shaft Drop Fee		
<i>Vehicle Tire Replacement and Repair</i>		
Parts Mark-Up		
Mount		
Balance		
Vehicle Tire Repair		
CLEANING		
<i>Vehicle Cleaning On-Site</i>		
Routine Cleaning		
Comprehensive Cleaning		
Bio-Hazard Cleaning		
<i>Vehicle Cleaning Off-Site</i>		
Routine Cleaning		
Comprehensive Cleaning		
Bio-Hazard Cleaning		

Gulf Coast Center
Request for Proposal for Vehicle Maintenance Services
#2020 TRANSIT 002

Year 3 Pricing		
Galveston County Service Area	Vehicle Type	
	Van - Passenger	Bus - Gasoline
MAINTENANCE		
<i>Scheduled/Preventative Maintenance</i>		
5,000 Mile Oil Change/Multi-Point Inspection		
18,000 Mile Program		
18,000 Mile Wheelchair Lift Inspection/Repair Program		
<i>Unscheduled/On-Demand Maintenance</i>		
Parts Mark-Up		
Labor		
<i>Vehicle Towing</i>		
Loading		
Mileage		
Drive Shaft Drop Fee		
<i>Vehicle Tire Replacement and Repair</i>		
Parts Mark-Up		
Mount		
Balance		
Vehicle Tire Repair		
CLEANING		
<i>Vehicle Cleaning On-Site</i>		
Routine Cleaning		
Comprehensive Cleaning		
Bio-Hazard Cleaning		
<i>Vehicle Cleaning Off-Site</i>		
Routine Cleaning		
Comprehensive Cleaning		
Bio-Hazard Cleaning		

Gulf Coast Center
Request for Proposal for Vehicle Maintenance Services
#2020 TRANSIT 002

Option Year 1 (Year 4) Pricing		
Galveston County Service Area	Vehicle Type	
	Van - Passenger	Bus - Gasoline
MAINTENANCE		
<i>Scheduled/Preventative Maintenance</i>		
5,000 Mile Oil Change/Multi-Point Inspection		
18,000 Mile Program		
18,000 Mile Wheelchair Lift Inspection/Repair Program		
<i>Unscheduled/On-Demand Maintenance</i>		
Parts Mark-Up		
Labor		
<i>Vehicle Towing</i>		
Loading		
Mileage		
Drive Shaft Drop Fee		
<i>Vehicle Tire Replacement and Repair</i>		
Parts Mark-Up		
Mount		
Balance		
Vehicle Tire Repair		
CLEANING		
<i>Vehicle Cleaning On-Site</i>		
Routine Cleaning		
Comprehensive Cleaning		
Bio-Hazard Cleaning		
<i>Vehicle Cleaning Off-Site</i>		
Routine Cleaning		
Comprehensive Cleaning		
Bio-Hazard Cleaning		

Gulf Coast Center
Request for Proposal for Vehicle Maintenance Services
#2020 TRANSIT 002

Option Year 2 (Year 5) Pricing		
Galveston County Service Area	Vehicle Type	
	Van - Passenger	Bus - Gasoline
MAINTENANCE		
<i>Scheduled/Preventative Maintenance</i>		
5,000 Mile Oil Change/Multi-Point Inspection		
18,000 Mile Program		
18,000 Mile Wheelchair Lift Inspection/Repair Program		
<i>Unscheduled/On-Demand Maintenance</i>		
Parts Mark-Up		
Labor		
<i>Vehicle Towing</i>		
Loading		
Mileage		
Drive Shaft Drop Fee		
<i>Vehicle Tire Replacement and Repair</i>		
Parts Mark-Up		
Mount		
Balance		
Vehicle Tire Repair		
CLEANING		
<i>Vehicle Cleaning On-Site</i>		
Routine Cleaning		
Comprehensive Cleaning		
Bio-Hazard Cleaning		
<i>Vehicle Cleaning Off-Site</i>		
Routine Cleaning		
Comprehensive Cleaning		
Bio-Hazard Cleaning		

EXHIBIT K – GULF COAST CENTER VEHICLES LIST

VEH ID	YEAR	MAKE / MODEL	VIN	MILEAGE	TYPE	CAPACITY
7795	2009	FORD EL DORADO	1FDFE45S89DA37795	365,046	BUS	21 PSG / 2 WC
1186	2010	EL DORADO	1FDFE4FS3ADA11186	317,755	BUS	16 PSG / 2 WC
7796	2009	FORD EL DORADO	1FDFE45SX9DA37796	306,983	BUS	21 PSG / 2 WC
3329	2013	STARCRAFT	1FDFE4FS7DDA93329	253,536	BUS	30 PSG / 1 WC
3301	2013	STARCRAFT	1FDFE4FS7DDA93301	251,434	BUS	30 PSG / 1 WC
5907	2010	DODGE AMERIVAN	2D4RN4DEXAR205907	230,150	VAN	5 PSG / 1 WC
8379	2005	FORD ECONOLINE VAN	1FBSS31L05HB18379	141,629	VAN	15 PSG / 0 WC
55	2003	FORD E-450	1FDWE45F53HB90055	128,687	BUS	20 PSG / 2 WC
56	2003	FORD E-450	1FDWE45F73HB90056	108,229	BUS	20 PSG / 2 WC
7298	2018	GLAVAL	1FDFE4FS2HDC57298	104,236	BUS	19 PSG / 2 WC
6898	2016	STARCRAFT	1FDGF5GYXGEB56898	84,101	BUS	30 PSG / 1 WC
6899	2016	STARCRAFT	1FDGF5GY1GEB56899	63,882	BUS	30 PSG / 1 WC
7073	2019	RAM-PROMASTER	3C6URVUG7KE537073	19,303	VAN	9 PSG / 2 WC
7074	2019	RAM-PROMASTER	3C6URVUG9KE537074	18,374	VAN	9 PSG / 2 WC
9784	2019	CHEVROLET-G4500	1HA6GUBB8KN009784	15,199	VAN	9 PSG / 2 WC
9716	2019	CHEVROLET-G4500	1HA6GUBB2KN009716	9,922	VAN	9 PSG / 2 WC
6874	2019	STARCRAFT	1FDAF5GY1KED56874	1,200	BUS	30 PSG / 1 WC
6877	2019	STARCRAFT	1FDAF5GY7KED56877	1,200	BUS	30 PSG / 1 WC
6882	2019	STARCRAFT	1FDAF5GY0KED56882	1,200	BUS	30 PSG / 1 WC
6896	2019	STARCRAFT	1FDAF5GY0KED56896	1,200	BUS	30 PSG / 1 WC

Notes:

1. Vehicles are shown in descending order of mileage; new Starcraft buses have approximate mileage listed.
2. Capacity counts are approximate and are meant to demonstrate relative size of the vehicle for purposes of lift capacity and service task time estimates.
3. Bus type refers to medium-duty, cutaway buses; van type refers to minivans or full-size passenger and panel-type vans between 5-15 passenger capacity.
4. Capacity is designated as number of passenger (PSG) and wheelchair (WC) positions.

EXHIBIT L – VEHICLE SCHEDULED SERVICES CHECKLISTS

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MULTI-POINT INSPECTION CHECKLIST

COMPLETE AFTER EVERY 5,000- OR 18,000-MILE SERVICE OR REPAIR

DATE COMPLETED _____ VEHICLE ID _____
 CONTRACTOR _____ VIN _____
 TECHNICIAN _____ MILEAGE _____
 _____ REPAIR _____ PASS QC CHECK _____

Initial	Required Check
	Tire Wear & Proper Pressure Inspect for wear and check air pressure, including spare.
	Accessory Drive Belt
	Battery Performance Check state of charge. Check for leaks and loose, frayed or damaged cables. Check battery connections for corrosion and clean if necessary.
	Engine Air Filter
	Exhaust System Check for leaks, damage, loose parts and foreign material.
	Horn, Exterior Lamps, Turn Signals & Hazard Warning System Operation
	Fluid Levels Check engine oil level. Check and top-up brake, coolant reservoir, transmission (if equipped with under hood dipstick), steering, and windshield washer fluids as needed. Check for oil and fluid leaks.
	Radiator, Heater & Air Conditioning Hoses
	Suspension Components Check steering linkage, shocks and struts and other components for leaks and damage.
	Windshield Cracks, Chips or Pits
	Windshield Washer Spray & Wiper Operation Verify spray covers windshield and wipers rotate across windshield at all speeds. Clean and/or replace blades or arms as necessary.
	State Inspection (if required)

5,000 MILE SERVICE CHECKLIST

DATE COMPLETED _____ VEHICLE ID _____
 CONTRACTOR _____ VIN _____
 TECHNICIAN _____ MILEAGE _____
 _____ REPAIR _____ PASS QC CHECK _____

Initial	Required Check
	Change Oil & Oil Filter Change oil and replace oil filter. Dispose of oil and filters in accordance with regulations.
	Check Cabin Air Filter(s) Inspect if equipped and replace as needed.
	Lubricate Chassis Inspect and lubricate non-sealed steering linkages, ball joints, suspension joints, driveshaft, and U-joints.
	Check Engine Coolant Check radiator and overflow level and strength (refill/replace as needed). Dispose of fluids in accordance with regulations.
	Rotate Tires Rotate tires, inspect tires for wear and measure tread depth. Check that spare tire is properly stowed.
	Inspect Wheels Inspect wheels, mounting studs, and related components for abnormal noise, wear, looseness or drag. Check lug nuts torque (after tire rotation); tighten as needed.
	Inspect Brake System Inspect brake pads, shoes, rotors, drums, lines and hoses, and parking brake system.
	Check Safety Warning Lamps Check operation of brake, ABS, airbag and safety belt warning indicators.
	Check Lighting Check function of all interior and exterior lights.
	Multi-point Inspection

18,000 MILE SERVICE CHECKLIST

DATE COMPLETED _____ VEHICLE ID _____
 CONTRACTOR _____ VIN _____
 TECHNICIAN _____ MILEAGE _____
 ____ REPAIR ____ PASS QC CHECK _____

Initial	Required Checks (1 of 3)
LIGHTING & ELECTRICAL SYSTEM	
	Check headlights aim and adjust as needed.
	Verify vehicle wiring is clear of sharp edges and moving parts.
	Inspect for broken frayed or cracked, cut wires.
	Verify switch, control module and sensor operations.
INTERIOR, DOORS & WINDOWS	
	Inspect all door and window seals for water intrusion, cracks and sealing (apply light coat of silicone as necessary).
	Inspect entry door(s) for damage and lubrication: Check opening and closing for proper speed; adjust as necessary. Check door motor and base plate for mounting tightness. Check and lubricate upper and lower sliding door tracks and/or pins. Check and clean sliding door contact switches, if equipped. Check and lubricate door rubber weather strips.
	Verify proper function of emergency latches.
	Inspect hand rails, poles and tethers for damage or looseness.
	Check all seat mounting bolts/brackets for tightness.
	Check seat belts, latches and controls for wear and proper operation.
	Check wheelchair straps for wear and proper operation.
	Verify proper function of gauges in instrument cluster.
	Check proper function and mounting of destination sign and fare box.
EXTERIOR & BODY	
	Inspect seals for cracks, shrinkage or damage
	Check for proper mounting of spare tire.
	Check and lubricate all door hinges, latches and outside locks.
	Check and clean body and door drain holes.

18,000 MILE SERVICE CHECKLIST (Continued)

Initial	Required Checks (2 of 3)
CLIMATE CONTROL	
	Check condition of compressor and components: Drive belt tension. Cylinder under load (adjust if needed). Clutch assembly and wiring harness for signs of overheating or slippage. Platform mounting bolts for tightness.
	Check system hoses, hose clamps, fans and fan guards, belts and fittings, and valve caps and seals for tightness, damage or leaks.
	Check refrigerant level at receiving tank sight glass, check for oil leaks, and measure pressure with manifold gauge.
	Check heater: Clean and straighten heater core bent fins. Inspect lines for leaks and wear.
	Verify proper function of fan and temperature controls.
ENGINE, CHASSIS & SUSPENSION	
	Inspect engine cooling system and hoses.
	Check battery connections and cables and clean or replace if necessary.
	Inspect steering linkage, ball and U-joints, suspension, tie rod ends, and driveshaft.
	Inspect brake pads, shoes, rotors, drums, lines and hoses and parking brake system.
	Inspect exhaust system and heat shields.
	Check air-ride suspension assembly fittings torque (tighten or replace as needed).
	Wash (no detergent) and lubricate brake retarder.
	Check welds at frame and outriggers, bulkheads and body.
	Every 30,000 (as needed): Check/Replace Front Wheel Bearings Grease/Seals & Inspect/Adjust Bearings, Check/Change Automatic Transmission Fluid
	Every 60,000 (as needed): Check/Replace Spark Plugs, Check/Change Transfer Case Fluid & Transmission Fluid, Inspect Accessory Drive Belt
	Every 100,000 (as needed): Check/Change Engine Coolant, Check/Replace Rear Axle Lubricant & Transaxle Fluid & Filter, Replace Accessory Drive Belt
Continued	

18,000 MILE SERVICE CHECKLIST (Continued)

Initial	Required Checks (3 of 3)
ADA WHEELCHAIR LIFT INSPECTION	
	Test lift-vehicle interlock system: Verify lift cannot be powered unless vehicle interlocks activated. Verify interlocks cannot be disengaged unless lift is fully stowed.
	Check threshold warning device for proper function: Audible and visual warnings activated if threshold area entered when platform is at least one inch below vehicle floor level (public use lifts).
	Verify main power switch enables and disables the lift control system.
	Check control pendant illumination when lift and pendant powered on (public use lifts).
	Verify inboard roll-stop does not rise from floor level with load (25 lbs. at center of barrier).
	Verify platform does not rise more than 3 inches above ground when: Safety belt not engaged (public use lifts). Outer barrier not engaged (private use lifts).
	Verify platform lighting functional when lift is powered.
	Verify platform does not stow while occupied (min. 50 lbs.).
	Verify manual back-up operation fully functional.
	Check intercom system function.
	Check Hydraulic Lift System: Inspect piston and sealed gasket for leaks. Change/refill hydraulic (lift pump oil) fluid as required. Inspect piston operation. Lubricate eight (8) lift points. Dispose of fluids in accordance with regulatory requirements. Verify all traveling frame pins and pivots are installed and tight.
MULTI-POINT INSPECTION	
	Perform Multi-point Inspection