

Issue Date: January 24, 2023

 *Ride Connect Texas*  
RCT RFP #: 23-100



**REQUEST FOR PROPOSAL  
OF  
RIDE CONNECT TEXAS MINIVANS (2)**

**PART 1  
NOTICE TO  
VENDORS**

**1.1 Notice:** Ride Connect Texas ("RCT"), San Antonio, Texas, solicits proposals for the purchase of **RCT Minivans (2)**.

**1.2 Schedule:**

**1.2.1 Inquiry and Questions:** The request for contract documents and all questions should be directed to:

Ride Connect Texas  
Attn: Amanda Villarreal, PhD  
517 SW Military Dr.  
San Antonio, Texas 78221  
Telephone: 210-269-7865  
E-mail: [amanda@rideconnecttexas.org](mailto:amanda@rideconnecttexas.org)

This person will be the Contracting Officer.

**1.2.2 Receipt and Opening of Proposals:** Proposals shall be submitted in a sealed envelope marked on its face **RCT Minivans (2)** and addressed to the following office:

Ride Connect Texas  
517 SW Military Dr.  
San Antonio, Texas 78221

Proposals will be received by Contracting Officer until **(4:00 P.M.), February 17, 2023**, and at that time will be publicly opened. Proposals received after the above time and date shall not be considered.

**1.2.3 Documents/Forms to Be Submitted with the Proposal:** The following documents/forms are to be completed by the Vendor and must be submitted with the proposal. Failure to do so may deem the proposal non-responsive.

1. Offer Form including Price Schedule
2. Statement of Eligibility
3. Affidavit of Non-Collusion
4. Certification of Restrictions on Lobbying
5. Listing of All Agencies Involved per Warranty **(This form must identify each agency/company involved per each warranty of vehicle)**
6. List of Similar Contracts/References **(This form must be submitted for all subcontractors)**
7. Certification of Debarment, Suspension, Ineligibility and Voluntary Exclusion **(This form must be submitted for all Subcontractors)**
8. Business Questionnaire **(This form must be submitted for all Subcontractors)**

**1.2.4 RFP and Specifications:** Proposals shall be in strict accordance with the terms of the Request for Proposal ("RFP"), including the Notice to Vendors, Instructions To Vendors, Contract Implementation Provisions, Completion and Warranty Provisions, Billing and Payment Provisions, General Provisions, Federal Provisions, Disadvantaged Business Enterprise Special Provisions, Plans, Specifications, Technical Specifications, Proposal and Award of Contract Form, Notice to Proceed, Purchase Order, Proposal Attachments, and Addenda, if any.

**1.2.5 Contract Completion:** The Contractor shall make complete delivery within **(sixty (60))** calendar days or less from the date of the Notice to Proceed or Purchase Order, as

applicable.

**1.2.6 Liquidated Damages: RESERVED.**

- 1.3 Compliance with Federal Requirement:** The Vendor's attention is called to the fact that this contract is subject to a financial assistance contract between RCT and the Federal Transit Administration of the United States Department of Transportation ("DOT"). The contract to be let, therefore, is subject to the terms of the contract between RCT and the DOT. The successful Vendor is required to comply with, in addition to other provisions of the RFP, the conditions required by applicable federal regulations including, but not limited to, the following:

- (a) Equal Employment Opportunity Act, as amended;
- (b) Title VI of the Civil Rights Act of 1964, as amended;
- (c) Clean Air Act and Federal Water Pollution Control Act, as amended;
- (d) Energy Policy and Conservation Act, as amended;
- (e) Contract Work Hours and Safety Standards Act, as amended;
- (f) Certification regarding Comptroller General's List of Ineligible Contractors; and
- (g) Disadvantaged Business Enterprise ("DBE") Regulations.

- 1.4 Disadvantaged Business Enterprise Goal:** RCT has established a(n) **DBE goal for this procurement is 0 %**. The DBE participation percentage is based on the scope of work for the project.

Please see Part 8 entitled "Disadvantaged Business Enterprise" for information regarding RCT's DBE/SBE program which now includes DBE goals, SBE Targets for federally assisted contracts, per FTA guidelines, and a Small Business Participation Program for locally funded contracts. **Proposals that fail to meet this goal or to provide proper and acceptable documentation showing that a good faith effort was made to meet the goal will be deemed non-responsive.**

RCT encourages vendors/proposers to seek means of obtaining this goal. The DBE firms listed on Form 9.1.8 Contractor Utilization Plan – Disadvantaged Business Enterprise must be certified with RCT in accordance with provisions of Part 8 of this document by the date of the proposal opening/deadline to submit proposals.

- 1.5 Code of Ethics:** On October 1, 2013, the RCT Board of Directors adopted a *Code of Ethics and Code of Conduct* related to business transactions, establishing general standards of ethical conduct for RCT employees, Board members, Contractors and vendors. Contractor agrees to and warrants that it will comply and has complied with the *Code of Ethics and Code of Conduct* related to business transactions and any amendments thereto. For breach of this warranty, RCT shall have the right to annul this contract without liability and/or employ any other remedy it may have at law.

- 1.5.1 Vendors and Contractors shall pay particular attention to *Code of Ethics and Code of Conduct* related to business transactions which prohibits any business contracting or attempting to contract with RCT from communicating with a Board member or RCT employee (other than RCT's Contracting Officer designated for this procurement in the contract or an individual designated in writing by the Contracting Officer) regarding details of a procurement or other contract opportunity or extension or change to an existing contract.**

- 1.6 Proof of Insurability: RESERVED.**

## **PART 2 SCOPE OF WORK**

### **SPECIFICATIONS FOR ADA REAR RAMP ACCESSIBLE MINIVAN**

#### **DELIVERY**

The vendor agrees, if their proposal is awarded, they guarantee that the design materials and workmanship throughout the vehicle will conform to the highest standards of the vehicle proposal according to the standard factory warranty.

Unless otherwise specified, all items listed below as OEM parts or equipment means that those items were made by the chassis manufacturer, not the conversion company.

#### **ACCESSORIES**

All safety items and air pollution controls required by statute or regulation in effect at the time the vehicle is produced, dual sunshades, horn, prismatic type day/night mirror, power point, parking brake with warning light, factory standard electronic AM/FM/CD stereo with clock, undercoating, factory tinted glass in all windows, jack and tire tool, full size spare tire, and all other accessories or optional items which may be shown in the proposal shall be installed in each vehicle. In addition, three sets of keys shall be provided with the vehicle.

#### **AIR BAGS**

Driver side and passenger side shall be equipped with Generation II air bags.

#### **AIR CONDITIONER**

The air conditioning system shall be factory installed and shall be designed to adequately cool the interior of the vehicle with a full load of passengers.

The system shall consist of two evaporators, one installed in the front area with integral dash outlets and the second installed in the rear with outlets designed to direct the air throughout the vehicle.

Both evaporators shall be equipped with multi-speed fans. On/Off switches and fan controls shall be within easy reach of the driver.

Air conditioning efficiency is of paramount concern to the purchaser.

The vehicle's electrical system shall be designed so that an ample electrical supply will be provided to maintain optimum air conditioning performance without battery discharge.

All lines and hoses shall be sufficiently fastened, protected, and insulated to ensure against wear from friction the elements.

The lines must be mechanically attached, with OEM clamps, to the vehicle structure at no greater than 18 inch intervals and must be routed so as not to be exposed to wheel spray and not pass within 2 inches of any part of the exhaust system.

Conversion shall not impede access to front and rear air conditioning components.

#### **ALTERNATOR**

12 Volt, 90 Amps (minimum), or maximum allowed by manufacturer.

#### **BACK-UP WARNING DEVICE**

The vehicle shall be equipped with an audible warning device that is activated when the vehicle transmission is engaged in reverse and continues as the vehicle is being backed.

This should be located behind the rear axle of the vehicle and all wires should be enclosed and secured

## **BATTERY**

A heavy duty, minimum 600 CCA, 12 Volt, maintenance free or OEM maximum.

The location and installation of the battery shall ensure easy access for replacement and maintenance.

In case, a battery is installed under the chassis or body, a roll out tray shall be provided to allow battery to be rolled out beyond the chassis so that it is accessible for maintenance.

## **BRAKES**

4 wheel anti-lock brake system (ABS) with disc brakes.

The converted vehicle must have been tested to comply with FMVSS 105. You cannot shift the automatic trans-axle out of Park unless brake pedal is depressed.

Brake warning light and ABS malfunction warning light shall be supplied.

## **BUMPERS**

Front and rear bumper height shall provide proper ground clearance.

## **CRUISE CONTROL**

Must have OEM cruise control.

## **DRIVER'S SEAT**

Must be a power seat with power lumbar and be high backed with multi-positional fore and aft adjustment, reclining seatback, etc.

## **DRIVER/FRONT PASSENGER DOOR**

Standard factory equipment.

## **SLIDING PASSENGER DOORS**

The vehicle shall be equipped with manually operated single, left and right-side mounted (behind left and right-side front passenger doors) doors.

Doors must maintain OEM fit, finish and seal to prevent the entrance of air, water and other elements.

Doors must have a minimum opening of 31.5" and a minimum door clearance height of 36".

There must be no modification to the OEM roofline to achieve the 36" entry height.

The door shall be equipped with an interlock system so that the door cannot be opened from the inside or outside when the fuel door is open.

Both doors shall also have a mechanism to securely hold doors in the open position when opened on an incline.

The door must be capable of being opened from the inside of the vehicle and the opening handle shall not be impeded by the ramp when it is folded to the inside of the vehicle.

Passenger doors must be aligned correctly and able to open and close smoothly.

## **SLIDING PASSENGER DOOR TRACKS**

Sliding doors must have reinforced glides with an added stop brace to prevent doors from sliding off track. Door tracks shall be reinforced or strengthened beyond OEM standards as needed in all areas of contact with sliding arms.

Door tracks must have a stopping device to prevent falling off.

## **SLIDING PASSENGER DOOR ARM BRACKETS**

Reinforcement of the sliding door components shall at a minimum be adequate to support the excess weight created by the door extensions.

These arms if extensions are needed must be constructed of stainless steel.

Under normal closure conditions, there should be no evidence of door track flexing or wobbling.

## **DOORS AND WINDOWS**

Fit and finish standards must include that the doors and interior panels shall be painted or otherwise finished with a non-glare finish in order to match the other interior panels.

## **STEPS**

Vehicle must have a step for the driver and passenger front seats. Extra Heavy-duty running boards/Steps that are bolted to the frame for added strength.

Steps must be able to hold over 400 pounds. This will assist driver and front passenger to enter and exit the vehicle.

## **ENGINE**

Minimum 2.0 liter 4 cylinder gasoline engine with electronic fuel injection and shall include: oil filter, air cleaner and heavy duty radiator capable of providing sufficient cooling capacity for the operation of all air conditioning equipment.

Engine cooling system shall be protected with permanent type antifreeze to minus 20 degrees Fahrenheit. The Coolant used shall meet or exceed the engine manufacture's specification.

A permanent label listing protection level shall be supplied and riveted or screwed to the close proximity to the radiator.

Engine warning system with light indicated oil pressure below 6 psi and with a light to indicate water temperature above 210 degrees Fahrenheit.

Engine shall meet the latest applicable emission control standards.

## **ENTRANCE RAMP LIGHTING**

Must meet all ADA requirements as stated in the Federal Register, Part IV, Department of Transportation, 49 CFR Parts 27, 37 and 38, Transportation for Individuals with Disabilities; Final Rule, published Friday, September 6, 1991.

Ramp area lighting shall illuminate automatically when door is opened.

Overhead and step well lights shall be activated when the passenger doors are open.

Adequate interior lighting shall be installed throughout which provides a minimum of two foot-candles at a seated level.

Interior lighting fixtures shall be reasonably flush with the interior walls and ceiling to prevent a hazard to passengers.

## **FLOOR MATS**

Must have front OEM floor mats.

## **FLOOR ASSEMBLY**

Floor assembly shall be at minimum the following.

Floor drop shall be from the front firewall back to just forward of the rear axle, run the full width of the vehicle, and measure thirteen (13) inches maximum and allow ground clearance of at least 5 inches including exhaust.

Floor should be constructed of stainless steel, and shall be 'ramped' or 'notched' where necessary to provide adequate clearance for underbody components, such as to allow for full suspension travel.

All modifications to the OEM floor plan shall be of the highest quality of construction.

These modifications to the vehicle floor and frame must provide reinforcement to ensure that the structural integrity of the OEM vehicle is not compromised.

All modifications must be properly sealed to prevent the entrance of exhaust fumes, moisture and dust into the vehicle.

The exhaust pipes should have the necessary heat shields.

Rust inhibitors other than undercoating shall be applied to all conversion materials.

## **SUB FLOOR**

The interior floor shall be insulated with 3/8" (minimum) marine grade plywood to provide a smooth surface for flooring attachment and to minimize interior noise.

The proper insulation should be used to prevent the exhaust from making the floor so hot that it would be uncomfortable for the passengers.

## **FLOOR COVERING MATERIAL**

Shall be at minimum 3/16" thick continuous piece of fire retardant, nonskid transit-type flooring.

The floor covering shall be butt jointed and cemented to the floor with a waterproof adhesive in order to prevent bubbles and blisters which could create a safety hazard.

Mobility air restraint tracks and seat locks shall be beveled, with no sharp edges and will protrude no more than 1/4" above floor surface.

## **FRONT AXLE**

Minimum 2400 lbs. capacity or OEM maximum.

## **FUEL TANK**

Largest available, but no less than 14 U.S. gallons.

Tank, fuel lines, and hardware must meet all current FMVSS, including FMVSS 301, as well as all current CARB and EPA requirements.

Tank shall be calibrated with the OEM dash fuel gauge.

## **GUAGES**

Fuel, water-temperature, oil pressure light, alternator light, speedometer, and odometer.

## **HORN**

Dual, electric.

## **HEATER**

Both a deluxe front heater and a heavy-duty auxiliary rear heater are required.

Front and rear coils shall be factory installed hot water type, of sufficient capacity to warm cabin area and clear windows of snow, ice and fog.

The water lines for the rear heater coil may be housed within the conduit used for the air conditioning refrigerant lines.

All lines and hoses shall be sufficiently fastened, protected, and insulated to ensure against wear from friction and the elements.

The lines must be mechanically attached, with OEM clamps, to the vehicle structure at no greater than 18 inch intervals and must be routed so as not to be exposed to wheel spray and not pass within 2 inches of

any part of the exhaust system.

Conversion shall not impede access to front and rear heater components.

## **INTERIOR INSULATION**

All side walls and areas around the windows shall be insulated and finished with matching trim and color.

Entire ceiling shall be insulated (Batt is not acceptable).

Insulation shall consist of a polystyrene composite and shall be nontoxic.

A polyurethane foam or honeycomb resin is also acceptable.

## **INTERIOR TRIM**

Shall match factory original material.

All interior panels shall be OEM material or equal. Material and treatments shall be flame retardant to meet FMVSS 571.302 and be surface treated for efficient cleaning.

Panel fastening devices shall match the color of the panels with smooth finishes without any unprotected sharp edges.

## **LAMPS**

Automatic daytime running lamps, if available.

## **EXTERIOR MIRRORS**

Dual folding power.

Heated factory installed.

Low mount.

## **INTERIOR MIRROR**

10" automatic day/night rear view mirror.

## **MUD FLAPS**

Front and rear, securely mounted, standard.

## **KEYS**

Must have 3 sets of keys.

## **RADIATOR**

Heavy-duty, with factory installed coolant recovery system.

Vehicle's cooling system must be winterized with ethylene glycol for temperature to 20 degrees F below zero.

## **REAR WINDOW**

Defogger/defroster.

## **ROOF GUTTERS**

Shall be installed over all windows and doors. OEM rain channel is fine if not obstructed during conversion.



## **TRANSMISSION**

Minimum 6 speed automatic including overdrive.

Transmission shall be capable of transmitting the torque and horsepower listed on the engine.

## **UNDERCOATING**

All exposed floor seams shall be sealed with an industrial grade butyl sealant or equivalent that conforms to ASTM C920.

The entire surface of exterior lowered floor shall have a rust inhibiting coating, such as an epoxy primer base, applied to cover all welded areas, and then a fresh application of undercoating over the entire surface. Undercoating shall comply with current Federal and State flammability standards.

The entire body-frame understructure of each vehicle is to be fully undercoated with high quality antirust protection material.

## **WHITE VEHICLE COLOR**

Body: Vendor shall supply white color and prices.

Interior/Seats: Vendor shall include interior color options for review.

Successful vendor shall coordinate with the agency issuing the purchase order in the selection of interior and seat color.

## **WARNING LIGHT**

A warning light shall be in the driver's area, for the rear door, indicating "door ajar".

## **WARRANTY**

Warranty must be as follows:

A Bumper-to-Bumper Warranty 36,000 miles or three (3) years on body construction, modification, and add-on components. (This includes any and all conversion made to OEM vehicle).

Vehicle shall have a 60 months or 100,000 mile manufacture power train warranty.

Safety Restraint System shall have 5 years or 60,000 miles warranty.

Corrosion (Perforation only) shall have 5 years or unlimited miles warranty.

Roadside Assistance Program shall have 5 years or 60,000 miles warranty.

These warranties shall begin on the date that vehicle delivery is accepted by the agency issuing the purchase order.

## **WHEEL BASE**

Minimum of 104 inches.

## **WHEELS AND TIRES**

Tire size must be compatible with each vehicle and must meet 5,357 lb. GVWR minimum.

Tires shall be steel-belted radial all season type tires.

The rims need to be OEM aluminum or comparable.

Wheel covers will not be acceptable.

Spare wheel and tire shall be of the same size as all the other wheels and mounted at an accessible location.

## **WHEELCHAIR ACCESSIBILITY SYMBOL**

The international wheelchair accessibility symbol depicted on sign D9-6 in the "Manual of Uniform Traffic

Control Devices" published by the federal Highway Administration shall be affixed to the outside of each vehicle on all four sides.

No vendor/dealer advertisements shall be on the symbols.

Symbols shall be between 3" and 4" in overall height.

## **WHEELCHAIR POSITIONS**

1 Wheelchair position per vehicle shall be provided as standard equipment: a rear center placement (straight in from the ramp entrance).

Tie-downs shall be located in these right front passenger positions and the center left and center right passenger positions.

The right front passenger placement should be located as far forward as possible.

This multiple tie-down configuration allows for up to two (2) wheelchair passengers and three (3) ambulatory passengers. Wheelchair positions must be forward facing.

## **WHEELCHAIR RAMP**

Vehicle will be equipped with a manually deployed ramp.

Ramp should be located at the REAR of the vehicle.

The fold and unfold motion of the ramp must be counter balanced so that the force exerted by the operator does not exceed 15 lbs.

The ramp shall have a minimum usable width of 30" and slope meeting the requirements of ADA, 49 CFR. The ramp shall be designed to swing-away when in the upright position to allow access for non-wheelchair passengers.

When in the upright position, the ramp must not interfere with the front passenger seat. If this occurs, there must be something added to protect the back and side of the seat and must be of quality material and look as OEM as possible.

The ramp must fold up completely below the window line for unobstructed visibility.

The ramp surface shall be continuous, with the surface being either expanded or solid metal. If solid metal, it shall be covered with (Armstrong Crosswalk, or equivalent) slip-retardant flooring.

The surfaces of the boarding edge of the ramp and door threshold shall have a bright yellow finish running the full surface, in order to contrast with the finish on the rest of the ramp.

Vinyl tape is not acceptable.

Ramp shall have a rated capacity of minimum 500 lbs. with a safety factor of at least three (3) based on the ultimate strength of the material.

Each side of the ramp shall have protective barriers at least two (2) inches high to prevent mobility aids from rolling off of the ramp edge and must have yellow tape on them.

Ramp must meet all ADA requirements as set out in the Federal Register, Part IV Department of Transportation, 49 CFR Parts 27, 37 and 38, Transportation for Individuals with Disabilities; Final Rule, published Friday, September 6, 1991.

## **WHEELCHAIR SECUREMENTS SYSTEM**

The securement system shall be, Q'Straint QRT MAX Automatic Retractor System Q-8309-L with L-Track anchorage system and J-Hooks, or equivalent.

They must be fully assembled and ready to use.

Shall include securement pouches store wheelchair securement tie-downs.

Shall include four (4) Q5-7580 Webbing Loops for Securing Scooters. Belt system shall be of sufficient length to accommodate a motorized wheelchair.

A minimum of two tracks, (pads), each of sufficient length for proper attachment and positioning of the belts, shall be placed parallel to each other and perpendicular to the direction in which the wheelchair faces.

The anchors must be bolted to structural steel.

Bolting to plywood floor without bolting into structural steel under floor is NOT ALLOWED.

The tracks shall be securely mounted to the vehicle, flush from the floor and ramps, to insure that the track will not pull away from the van floor or shift position under anticipated loads.

Any tracks overlapping the access path must be recessed into the floor to prevent passengers from tripping.

All attachment hardware and anchorages shall meet or exceed the 30 mph/20 Impact Test criteria per SAE J2249, 36 CFR Part 1192 and CFR Part 38, and all applicable Federal Motor Vehicle Safety Standards, as amended.

## **WHEELCHAIR OCCUPANT RESTRAINT**

The wheelchair occupant restraint system shall be Q'Straint Q8-6325.

A shall have a standard manual lap/shoulder belt combo or equivalent to.

That meets SAE J2249 and ADA requirements.

The L tracks must be bolted to structural steel. Bolting to plywood floor without bolting into structural steel under floor is NOT ALLOWED.

Each wheelchair securement location shall have a sign designating it as such. Lettering size and type on these signs shall comply with the Americans with Disabilities Act regulations.

Price proposal should be for 2 sets of wheelchair restraints (which would cover both wheelchair placements). Vendor will supply written or video instructions on the use of the restraint system.

## **WINDOWS**

Factory tinted safety glass all around, (1) window on each side capable of being opened.

Shall be at least 30% smoked glass windows throughout passenger area that is be factory installed.

After market add on films is not acceptable.

All windows and emergency exits shall meet the performance and operational requirements as outlined in the Federal Motor Vehicle Safety Standards and Procedures.

## **WINDSHIELD**

Tinted safety glass.

## **WINDSHIELD WASHER**

Windshield washer must be protected with winter-strength solution.

## **WIPERS**

Must have a dual intermittent wiper system.

## **WIRING**

Schematic of non-OEM wiring shall be included with the vehicle at the time of delivery.

Each vehicle shall have a 12-volt electrical charging system as supplied from the OEM.

All electrical wiring shall be automotive stranded copper, of sufficient gauge to handle the load, color coded to match the OEM.

All harnesses that are modified or added to the vehicle will be secured to the frame/body at a maximum of two feet intervals with insulated clamps.

All exposed terminals and wiring shall be protected from the elements using sealed terminals or heat shrink where necessary. Exposed wires will be wrapped or loomed in corrosion/moisture-resistant material.

Must be continuous wiring with OEM type pin connectors at harness connections, butt connectors are not allowed.

## **MISCELLANEOUS TECHNICAL SPECIFICATIONS**

There shall be no sharp corners on the unit. All corners shall be slightly rounded and filed smooth.  
All weld joints shall have been cleaned, primed, be free of slag intrusions, undercut, roll, blow holes, craters and porosity.  
Welds shall be properly fused, of ample penetration and smoothly finished on exposed surfaces.  
Sheet metal fit-up must be properly executed and concealed by a finish-coat of paint.  
Finish and all glass must be free of any defects due to welding, welding slag, heat, war page, or assembly damage.  
All materials installed shall be new and free of rust.  
No wires shall be visible on the exterior or interior of the unit.

## **DELIVERY**

Vehicle must be delivered at a maximum of 60 calendar days from the date a Purchase order is issued. Pre delivery servicing and adjustments: prior to acceptance by the purchaser, the vendor shall service and adjust each vehicle for operation. This process shall include but not be limited to the following:  
The vehicle must have a full tank of fuel when delivered.  
Each vehicle shall be designed to facilitate the disassembly, reassembly, servicing or maintenance thereof by use of tools and items that are normal and available as commercial standard items. The body and structure shall be designed for ease of maintenance and repair.  
All parts added, as part of the modification process shall be new.  
Headlights properly aligned.  
Engine Tuned.  
All accessories properly adjusted.  
Electrical, braking and suspension systems inspected.  
Both batteries Charged.  
Front-end alignment must be done after body is put on chassis. Chamber, caster and toe must be adjusted to the center of OEM specs. Ford chassis buses must have adjustable caster, camber bushings installed. Standard OEM bushings will not be accepted. Each bus must come with documentation stating before and after actual alignment readings of bus.  
All wheels balanced, including spare.  
All lubricants checked, and greased if needed.  
Cooling system serviced with permanent type anti-freeze and summer coolant for minus 20 degrees F (-28.888C).  
Warranty papers and owner's guide.  
Exterior and interior cleaned and washed.  
Odometer cannot exceed 3,000 miles at the time of delivery of completed buses to the purchasing agency. There will be a charge of one dollar (\$1.00) per mile for each vehicle with an odometer reading in excess of 3,000 miles payable to the purchasing agency at the time of delivery.  
Under no circumstances are tow vehicles to be attached to any buses.  
Each vehicle must be delivered to the agency submitting the P.O.  
Copies of the all Certificate of Origins and signed invoices must be sent to the organization named on the purchase order before delivery is made and must be delivered with the vehicle: receipt of these after delivery is not acceptable.

## **MANUALS**

Must include OEM Repair service manuals and wiring diagram manual for the chassis. And as built wiring diagram and parts manual for body and for all auxiliary equipment.  
Maintenance and inspection schedule incorporating the required maintenance and inspection of the basic vehicle and its sub-systems.  
Operator's manual for vehicle and all add-on equipment.

Warranty papers for chassis, body, and additional equipment.

#### **SPECIFICATIONS FOR ADA REAR RAMP ACCESSIBLE MINIVAN DELIVERY**

The vendor agrees, if their proposal is awarded, they guarantee that the design materials and workmanship throughout the vehicle will conform to the highest standards of the vehicle proposal according to the standard factory warranty.

Unless otherwise specified, all items listed below as OEM parts or equipment means that those items were made by the chassis manufacturer, not the conversion company.

## PART 3

### 3.1 Termination of Contract:

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

### 3.1.2 Termination for Default:

**3.1.2.1 Default:** In the event the Contractor breaches the terms or violates the conditions of this Contract and does not cure the default within ten (10) business days after receiving written notice of such default from RCT, RCT may immediately terminate the Contract, and pursue any and all legal and equitable remedies available to it against the Contractor.

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

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

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

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

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

## **3.2 Breaches and Dispute Resolution:**

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

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

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

**3.2.4 Rights and Remedies:** The duties and obligations imposed by the Contract and the rights and remedies available there under 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 RCT or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**3.3 Inspection of Work:** RCT shall have the right to review and inspect the progress of the work described herein at all times.

**3.4 Copyright:** No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor. All reports, maps, and other documents produced under this contract shall become the property of RCT. The Contractor shall, at its expense, defend all suits or proceedings instituted against RCT and pay any award of damages assessed against RCT in such suits or proceedings, insofar as the same are based on any claim that materials furnished or work performed under the contract constitutes an infringement of any patent, trade secret, copyright, or any other proprietary right.

**3.5 Proprietary Rights:** Contractor agrees not to release data or information about the results of the project to any person outside of RCT without first obtaining written authorization to release such information from RCT.

**3.6 INDEMNIFICATION:** CONTRACTOR covenants and agrees to **FULLY INDEMNIFY and HOLD HARMLESS**, RCT and its Board of Directors, employees, officers and representatives, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature,



including but not limited to, personal bodily injury, death and property damage, made upon RCT, directly or indirectly arising out of, resulting from or related to CONTRACTOR'S activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this Agreement, all without, however, waiving any governmental immunity available to RCT under Texas law and without waiving any defenses of the PARTIES under Texas law. **IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF RCT, THE BOARD OF DIRECTORS, EMPLOYEES, OFFICERS, AND/OR REPRESENTATIVES OF RCT, UNDER THIS AGREEMENT.** The provisions of this INDEMNITY are solely for the benefit of the PARTIES hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall promptly advise RCT in writing of any claim or demand against RCT or CONTRACTOR known to the CONTRACTOR related to or arising out of CONTRACTOR'S activities under this Agreement and shall see to the investigation and defense of such claim or demand at CONTRACTOR'S cost. RCT shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph. **IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION 3.7, IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY, PROTECT AND HOLD HARMLESS RCT FROM THE CONSEQUENCES OF RCT'S OWN NEGLIGENCE, PROVIDED HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF RCT IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF RCT IS THE SOLE ACTIVE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF RCT AND IN THE NAME OF RCT, ANY CLAIM OR LITIGATION BROUGHT AGAINST RCT AND ITS BOARD OF DIRECTORS, EMPLOYEES, AGENTS, OFFICERS, AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS HEREIN SET FORTH.**

- 3.7 Ownership of Documents:** RCT retains ownership of all plans, specifications, and related documents.
- 3.8 Contracting Authority Protection:** Any and all of the employees of Contractor while engaged in the performance of any work required by RCT under this agreement shall be considered employees of Contractor only and not of RCT, and any and all claims that may arise from the Workers Compensation Act on behalf of said employees while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of Contractor's employees while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Contractor. Contractor indemnifies, saves, and holds harmless RCT against all claims, demands, actions, or causes of action of whatsoever nature or character, as permitted by law, arising out of or by reason of the execution or performance of the work provided for herein and further agrees to defend, at its sole cost and expense, any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder.
- 3.9 Maintenance of Records:** Contractor must maintain records to show actual time involved in performance of the Work, or each Task Order issued (if this is an Indefinite Quantities Contract) by RCT and costs incurred.
- 3.10 Progress Records:** Monthly progress reports shall be provided to RCT by the Contractor.
- 3.11 Effect of Extensions of Time:** Granting of or acceptance of extensions of time to complete the work or furnish the labor or materials will not operate as a release to the Contractor from the covenants and conditions of the Contract.



### 3.12 Changes and Modifications:

**3.12.1 Changes by Contractor:** If, during the performance of Work under the Contract, the Contractor finds it impracticable to comply strictly with the specifications, the Contractor will notify the Contracting Officer immediately in writing.

**3.12.2 Written Acceptance by RCT:** Any proposals by Contractor that vary or add to this Contract shall be construed as additional terms or modifications and shall not become part of the Contract unless accepted in writing, by the Contracting Officer.

**3.12.3 Change Orders/Contract Modifications:** All changes in the work contemplated herein shall be made only with the prior approval of the Contracting Officer and only by appropriate written Change Order or Contract Modification as appropriate. The Contracting Officer may, at any time, by a written Change Order or Contract Modification, and without notice to the Surety (if any), make changes within the general scope of this Contract. If the change affects the Contractor's costs, then the Contracting Officer shall also make an equitable adjustment in the Contractor's compensation, after compliance by the Contractor with the Price Request procedure provided below. Charges or credits for the work covered by such approved Change Orders or Contract Modifications shall be determined by one or more, or a combination, of the following methods:

- (a) Unit prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost of:
  - 1) Labor, including foremen;
  - 2) Materials entering permanently into the work;
  - 3) The ownership or rental cost of construction plant and equipment during the time of use on extra work;
  - 4) Power and consumable supplies for the operation of power and equipment;
  - 5) Insurance;
  - 6) Social Security and old age and unemployment contributions;
  - 7) An equitable allowance for profit.

**3.14.4 Field Changes:** The Construction Manager and Project Manager can direct the Contractor to accomplish work that is outside the general scope of this contract. However, these types of directives can only be issued in an effort to avoid work stoppage, diffuse emergency situations, or resolve circumstances that compromise safety. Once a directive is given, the Contracting officer shall negotiate an equitable adjustment in the Contractor's compensation in time and money for the change. The results of such negotiation will be captured in a formal written Change Order or Contract Modification.

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

**RCT will use the RSMeans (latest annual edition) as a price index for determining unit prices when issuing price request. RCT will provide a form when requesting a price request.** The Contractor shall furnish a price breakdown itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. All costs claimed are subject to negotiation, however, markup (including administrative overhead, extended overhead, profit and bonds) shall not exceed.

- (a) Fifteen percent (15%) total on work performed by the prime contractor, nor
- (b) Twenty percent (20%) total – fifteen percent (15%) for the subcontractor + five percent

(5%) for the prime contractor when work is to perform by subcontractors.

Justification shall be furnished for any proposed extension in the period of performance. The proposal, together with the price breakdown and period of performance extension justification, shall be furnished by the date specified by the Contracting Officer.

- 3.13 Assignment:** The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the whole or any part of this Contract or his right, title or interest in or to any monies due or to become due under this Contract without RCT's express written consent. If such consent is given, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Contract.
- 3.14 Extent of Agreements:** The Contract constitutes the whole of the agreement between the parties hereto and neither thereof has been induced to make or enter into the Contract by reason of any promise, agreement, representation, statement, or warranty other than contained herein.
- 3.15 Partial Invalidity:** If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 3.16 Titles and Headings for Convenience Only:** As used throughout this Contract, titles and headings of sections are for convenience only, and shall not be used to aid in interpretation of the provisions contained herein.
- 3.17 Notice, Waiver and Applicable Law:**
- 3.17.1 Notices:** Notice given to Contractor and RCT shall be given to the parties in writing by certified mail at the respective designated addresses.
- 3.17.2 Waiver:** Waiver by RCT of a breach by Contractor of any provision of this Contract shall not be deemed a waiver of future compliance therewith, and such provision, as well as other provisions hereunder, shall remain in full force and effect.
- 3.17.3 Applicable Law and Venue:** The rights and duties of the parties hereto shall be determined by the laws of the State of Texas, and to that end venue shall lie, and this agreement shall be considered and construed as a contract made and to be performed in San Antonio, Bexar County, Texas. All work performed, materials and supplies and/or construction furnished pursuant to this solicitation and Contract shall be in compliance with the laws and regulations of the State of Texas and the United States of America and local rules and ordinances as may be applicable. Contractor shall, if requested by RCT, supply certification and evidence of such compliance.
- 3.18 Compliance with Laws and Regulations:** All work performed, materials and supplies and/or construction furnished pursuant to this solicitation and Contract shall be in compliance with the laws and regulations of the State of Texas and the United States of America and local rules and ordinances as may be applicable. Contractor shall, if requested by RCT, supply certification and evidence of such compliance.
- 3.19 Access to Records and Reports:**
- 3.19.1 Audits:** Upon three (3) days written notice, Contractor agrees to and shall provide RCT or any RCT representative, access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as determined by RCT or its representative.
- 3.19.2 Maintenance of Records:** The Contractor agrees to maintain all books, records, accounts

and reports required under this Contract for a period as required by the appropriate retention statutes but in no case less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until RCT has disposed of all such litigation, appeals, claims or exceptions related thereto.

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

**3.21 Contract Period:**

**3.21.1 Contract Commencement Date:** The Contract commencement date shall be the date of the "Notice to Proceed." RCT may issue a Notice to Proceed to the Contractor within a reasonable time after the Contractor has delivered the required bonds, certificates of insurance, construction progress schedules, and any other required data. Any preliminary work started, or materials ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of the Contractor. Within five (5) calendar days after the effective date specified in the Notice to Proceed, the Contractor shall commence work and diligently prosecute the work to completion within the time limit herein specified.

**3.21.2 Time for Completion:**

**3.21.2.1 Contract Completion:** The Contract shall be fully completed as evidenced by Final Acceptance by RCT, within ninety (90 days) calendar days from the date of the Notice to Proceed or Purchase Order, as applicable.

**3.21.2.2 Time Period:** The date of beginning and the time for completion as specified herein are reasonable and ESSENTIAL CONDITIONS of this Contract, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. Further, time is of the essence of each and every portion of this Contract for which a definite length of time is fixed, and where under the Contract additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract.

**3.21.2.3 Diligent Work:** The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified.

**3.21.2.4 Delay Consideration:** If the Contractor notifies RCT in writing within ten (10) calendar days from the beginning of a delay specified in the section entitled, "Eligible Delays," below, and if RCT (within its sole discretion) after ascertaining the facts and considering them, notifies the Contractor of RCT's determination regarding the cause and extent of any acceptable delay, then to that extent the Contractor shall not be charged with liquidated damages or any excess cost.

**3.21.2.5 Eligible Delays:** The Contractor may request RCT to waive delays under the section entitled, "Delay Consideration," above, when the delay in completion of the work is due solely:

- (a) To any preference, priority or allocation order duly issued by the Government;
- (b) To unforeseeable cause beyond the control and wholly without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of

the public enemy, acts of RCT that a reasonable contractor would not provide for, acts of another contractor in the performance of a contract with RCT if RCT's liquidated and other damages attributable to the delay are paid by the other contractor, injunctions, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and adverse weather conditions;

- (c) To any delays of the Contractors' subcontractors or suppliers occasioned by any of the causes specified above; and
- (d) To causes, not including the fault of the Contractor, for which the Contractor's reasons are acceptable to RCT.

### **3.21.3 Liquidated Damages:**

**3.21.3.1 Amount per Day:** The Contractor agrees that RCT will be substantially damaged in amounts that will be difficult or impossible to determine if the work is not completed within the time allowed. Therefore, if the Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by RCT, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to RCT Liquidated Damages, at the rate of \_\_\_\_\_ dollars (**\$0.00**) for every calendar day the contract work is not completed beyond the time specified in the section entitled, "Contract Completion," above, or as amended by Change Order. RCT and Contractor agree that the liquidated damages rate is reasonable and that the payment by Contractor of liquidated damages is in lieu of actual damages for such failure to complete the work and not as a penalty. In consideration thereof, Contractor waives any defense as to the validity of any liquidated damages agreed to herein as they may appear on the grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages. Further, Contractor agrees that RCT may withhold accrued liquidated damages from final payment.

**3.21.3.2 Subsequent Delay:** It is further agreed that Contractor's payment of, or agreement to pay, liquidated damages and RCT's acceptance of such payment or acceptance of the agreement to pay liquidated damages for any specific period of delay, as Contractor and RCT may agree, shall in no way affect RCT's rights to terminate the Contract for default for any subsequent delay or to otherwise pursue any available legal remedies and recovery of damages, such rights being expressly reserved.

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

## PART 4

- 4.1 Code of Ethics:** This policy prescribes the standards of ethical conduct for all employees of the organization. All employees must familiarize themselves with this policy. All employees must abide by applicable federal and state laws, administrative rules, and this ethics policy. An employee who violates any provision of this conduct policy is subject to disciplinary actions up to and including termination. An employee who violates any applicable federal or state law or rule may be subject to civil or criminal penalties in addition to any disciplinary action. All employees shall perform their official duties in a lawful, professional, and ethical manner; practice responsible stewardship of organizational resources and report any conduct or activity that they believe to be in violation of this policy. Employees shall not knowingly make false or misleading statements, oral or written, in the course of the conducting the organization business. Employees shall not disclose confidential or sensitive organizational business information without prior written authorization
- 4.2 Conflict of Interest:** No Member of the Board of Directors shall derive any personal profit or gain, directly or indirectly, by reason of his or her service as a Board member with Ride Connect Texas. Members of the Board shall conduct their personal affairs in such a manner as to avoid any possible conflict of interest with their duties and responsibilities as Members of the Board. All employees shall perform their official duties in a lawful, professional, and ethical manner; practice responsible stewardship of organizational resources and report any conduct or activity that they believe to be in violation of this policy. Employees shall not knowingly make false or misleading statements, oral or written, in the course of the conducting the organization business. Employees shall not disclose confidential or sensitive organizational business information without prior written authorization.
- 4.3 Release of Information:** Contractor agrees and understands that access to government records is governed by the Texas Public Information Act more commonly referred to as the Texas Open Records Act (TORA). Any proprietary information, trade secrets or confidential commercial and financial information which a Contractor believes should be exempted from disclosure to a third party **shall be specifically identified and marked as such by Contractor at the time Contractor submits its proposal.** Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information is not sufficient to establish confidentiality. **The specific proprietary information, trade secrets or confidential communication and financial information must be clearly identified as such.** Upon request for records from a third party regarding this procurement, RCT will notify, in writing, in the manner required under TORA, the Contractor if and only if the information requested was identified by Contractor, as required under this paragraph. RCT may determine in its sole discretion whether sufficient legal justification exists for withholding the records and whether an opinion should be requested from the Texas Attorney General. **TO THE FULLEST EXTENT ALLOWED BY LAW, CONTRACTOR AGREES TO AND HEREBY DOES IDENIFY RCT FOR ITS COSTS ASSOCIATED WITH CONTRACTOR'S REFUSAL TO PRODUCE SUCH IDENTIFIED INFORMATION FOR PURPOSES OF TORA. Further, Contractor agrees to fully Cooperate with RCT** and to provide RCT full and complete access to any and all records requested Under regarding this Contract at no cost to RCT.
- 4.4 Rejection of Proposals:** RCT reserves the right to reject any and all proposals that are not responsive or unreasonably priced or impose modifying conditions. RCT may reject the proposal of any party who has been determined to be non-responsible in any former contract with RCT. RCT reserves the right to reject any or all proposals, and to waive technical defects as the interest of RCT may require. Each Proposer shall be notified if all proposals are rejected.
- 4.5 Preparation Costs:** All costs related to responding to this procurement solicitation, including (if applicable) the cost of any oral presentations required, shall be the sole responsibility of and shall be borne by each proposer.

## **PART 5 INSURANCE REQUIREMENTS**

**RESERVED**

## **PART 6 BILLING AND PAYMENT PROVISIONS**

### **6.1 Discounts:**

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

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

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

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

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

**6.2 Billing:** Payment will only be made after receipt of a proper invoice. A proper invoice shall include the Contract/Purchase Order number, the date of the invoice, a description of the goods and/or services delivered, and **applicable RFP numbers**. All invoices must be emailed to [Charlotte@rideconnecttexas.org](mailto:Charlotte@rideconnecttexas.org) or mailed to Ride Connect Texas, Attn: Accts Payable, 517 SW Military Dr., San Antonio, Texas 78221.

### **6.4 Payment to Contractor:**

**6.4.1 Receipt and Acceptance:** Terms shall be net thirty (30) calendar days after receipt of an invoice and after acceptance of the equipment by RCT, whichever date is later; however, the Contractor may offer prompt payment discounts, as provided in Section 6.1.2. Binding above.

**6.4.2 Late Payment:** In the event payment has not been made within thirty (30) calendar days after receipt of invoice and acceptance by RCT, whichever date is later, the Contractor shall submit a reminder invoice marked "past due."

**6.4.3 Inclusion of DBE Subcontractors:** The prime Contractor shall include, as part of its invoice, a list of all DBE Subcontractors and the amounts to be paid to each of the DBE subcontractors from the invoice. This requirement is in accordance with FTA Circular 4716.1A.

**6.4.4 Payments by RCT:** In paying any unpaid bills of the Contractor, RCT shall be deemed the agent of the Contractor, and any payment so made by RCT shall be considered as a payment under the contract by RCT to the Contractor, and RCT shall not be liable to the Contractor for any such payment made in good faith.



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

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

- 6.4.6 Final Payment:** The acceptance by the Contractor of final payment shall be and shall operate as a release to RCT of all claims and all liability to the Contractor for all things done or furnished in connection with this work. No payment, however, final or otherwise, shall operate to release the Contractor from any obligation under this contract.

Payments are processed as credit card transactions and standard bank fees will apply. There are no additional fees imposed by users or the issuing bank.

- 6.5 All pay applications and/or invoices shall list RFP ID Number \_\_\_\_\_.**

**PART 7  
FEDERAL PROVISIONS  
[THESE PROVISIONS APPLY TO THE EXTENT APPLICABLE]**

- 7.25. Disadvantaged Business Enterprise (DBE) – Applicability –** Contracts over \$10,000 awarded on the basis of a proposal offering to use DBEs.

- 7.25.1 DBE Program:** As a condition to financial assistance, RCT has submitted, and the DOT has approved, a Disadvantaged Business Enterprise program ("RCT's DBE Program") which RCT has agreed to perform. RCT's DBE Program is incorporated into this Contract by reference and made a part hereof. Failure of the Contractor to comply with such terms will constitute a breach of contract. A copy of RCT's DBE Program may be obtained from RCT's DBE office.

- 7.25.2 General Policy:** It is the policy of RCT that Disadvantaged Business Enterprises "DBEs" as defined in 49 C.F.R. Part 26, shall have the maximum opportunity to participate in the performance of contracts. Consequently, the DBE requirements of 49 C.F.R. Part 26, apply to this Contract. If the Contractor is found to have failed to exert good faith efforts (as defined in 49 C.F.R. 26.5) to meet the DBE contract goal, RCT may declare the Contractor noncompliant and in breach of contract.

- 7.25.2.1 DBE Obligation:** The Contractor agrees to ensure that DBEs as defined in 49 C.F.R. Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts under this Contract. In this regard, The Contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26, and RCT's DBE Program, to ensure that DBEs have the maximum opportunity to compete for and perform contracts.

## PART 8 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

- 8.1 Policy:** RCT Disadvantaged Business Enterprise (DBE) program is in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. RCT receives Federal financial assistance from the USDOT and as a condition of this assistance, RCT has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of RCT to ensure that DBEs, as defined in Part 26, have an equal opportunity to participate in USDOT-assisted contracts. It is also the policy of RCT:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. To assist in the development of firms that can compete successfully in the marketplace outside the DBE program; and
7. To promote the use of DBEs in all types of federally assisted contracts and procurement activities.

### **8.2 Terms and Definitions:**

- a) **Commercially Useful Function (CUF):** A DBE performs a commercially useful function when it is responsible for execution of a distinct element of work of a contract or subcontract and carries out its responsibilities by actually performing, managing, and supervising the work involved.
- b) **Contract:** a legally binding agreement obligating a seller to furnish supplies or services
  - 1) **Prime contract:** direct agreement with RCT for supplies/services; between RCT and Prime Contractor (hereinafter Contractor)
  - 2) **Subcontract:** agreement between a prime contractor and 2nd tier contractors; between Contractor and Subcontractors
- c) **Disadvantaged Business Enterprise or DBE** means a for-profit small business enterprise:
  - 1) that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
  - 2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- d) **DBE Liaison Officer (DBELO):** individual responsible for implementation all aspects of RCT's DBE program, who must have direct, independent access to the Chief Executive Officer concerning DBE program matters.
- e) **Federally Assisted Contract:** Any contract between RCT and a contractor that is paid for, in-whole or in-part, with USDOT financial assistance.
- f) **Goal Credit:** The value of DBE participation on a project that qualifies towards the DBE goal.



- g) Good Faith Effort (GFE): A contractor's efforts to achieve a DBE goal by its scope, intensity, and appropriateness to the objective that can reasonably be expected to fulfill the program requirement. Additional information regarding GFE requirements is listed in Part 8.8 of this section.
- h) Manufacturer: a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications
- i) NAICS Code: The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy
- j) Non-DBE: Any firm that is not a certified DBE
- k) Office of Diversity and Federal Compliance (ODFC): department within RCT that works with DBEs and assists them in their efforts to participate in contracts with RCT
- l) Regular Dealer: a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages in, as its principal business and under its own name, the purchase and sale or lease of the products in question.
- m) Small Business Enterprise means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business enterprise as defined pursuant to section 3 of regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in Section 26.65(b).
- n) Socially and Economically Disadvantaged Individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:
  - 1) Any individual who a recipient finds to be a socially and economically disadvantage individual on a case-by-case basis.
  - 2) Any individual in the following groups, members of which are refutably presumed to be socially and economically disadvantaged:
    - i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
    - ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
    - iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
    - iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia, Philippines, Brunel, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
    - v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

- vi. Women;
  - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- o) Texas Unified Certification Program (TUCP): a certification program for the Federal DBE Programs in Texas. A business' DBE certification received from any of the TUCP members is valid and can be relied upon by any Texas entity that receives USDOT financial assistance. Additionally, a unified certification program is a federal DOT memorandum of agreement for certification services that are performed by all 50 U.S. states' DOT.

**8.3 Contractor and Subcontractor Obligations:** All Contractors are making a commitment to meet a project's specified DBE goal upon signing a proposal and submitting a proposal. It is the Contractor's sole responsibility to assure a project's DBE goal is met in accordance with this contract.

#### **8.3.1 Failure to Comply**

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 proposing as non-responsible.

#### **8.3.2 Time is of the Essence**

##### **TIME IS OF THE ESSENCE IN RESPECT TO DBE PROGRAM PROVISIONS.**

The Contractor is solely responsible for meeting all deadlines in association with this contract.

**8.4 Submission of DBE Forms:** All forms must be accurate and complete in every detail and must be signed by an authorized representative of the contractor(s)/consultant(s). Percentages and dollar amounts must be accurate.

The following forms must be submitted in accordance with the policies of the ODFC.

a) **Part 9.1.8 Contractor Utilization Plan - Disadvantaged Business Enterprise**

Part 9.1.8 must list all subcontractors (certified DBEs and non-certified) intended to be used and the creditable amounts. The total listed amount, including the Contractor's participation, should equal 100%. All DBE commitment amounts must be finalized between the DBE subcontractor and the Contractor prior to proposal submittal.

b) **Part 9.1.9 Intent to Perform for DBE Goal Requirements**

Part 9.1.9 must be completed by every DBE listed on Part 9.1.8. This completed form serves as

confirmation that the DBEs identified to participate are available to meet the requirements at the time the contract is executed, and that the Contractor assumes responsibility for such.

Contractors are required to use the DBEs identified in Part 9.1.8 and 9.1.9. The listing of a DBE by the Contractor constitutes a representation by the Contractor to RCT that it believes such DBE firm to be technically and financially qualified and available to perform the work. It shall also represent a commitment by the Contractor that if it is awarded the Contract it will enter into a subcontract with such DBE for the work described and at the price set forth in Parts 9.1.8 and 9.1.9 as noted above.

#### **8.5 DBE Goal:**

The minimum goal for participation by DBEs on this project is as follows:

**XX** Percent

The percentage of DBE participation shall be based on the total dollar value of the contract.

Contractors are strongly encouraged to secure and include sufficient DBE firms on their teams for multiple disciplines and work categories to ensure they can meet the DBE goal on the contract and for any Task Order revisions/Contract Modifications that are executed post-award. The contract specific DBE goal requirements extend to additional dollars added by Task Order revisions/Contract Modifications to help ensure that the overall DBE goal is met on the contract and/or the Task Order. Once proposers are notified of the DBE goal, they are required to meet the contract specific and/or Task Order specific goal(s).

**PART 9  
FORMS**

**9.1 Forms to Be Submitted With Proposal:**

**9.1.1 Offer Form:**

**9.1.1.1 Responsive:** To be responsive, proposals must include this form completed in ink or by machine, as indicated, together with all other items listed in Section 1.2.4. "Documents/Forms to be Submitted with the Proposal." Any modification of this form or any of the terms of the Request for Proposal will render this proposal non-responsive.

**9.1.1.2 Completion:** The Vendor should respond to each item in the Price Schedule; a Vendor should insert the words "no proposal" in the space provided for any item on which no price is submitted.

**9.1.1.3 Offer:** Vendors shall enter prices and amounts for each line item as indicated on this schedule. In the event there is a difference between the unit price and the extended total amount, the unit price will be held to be the intended proposal and the total of the line item shall be recomputed accordingly.

\_\_\_\_\_ offers to supply goods or services to RCT without exception according to all terms of the Request for Proposal issued by RCT on January 24, 2023, for consideration of payment of the following price or prices:

**PRICE SCHEDULE**

<u>Item No.</u>	<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
1	2	Mobility on Demand ADA Mini Van Two (2) Rear Wheel Chair Configuration (See Specifications)	_____	_____
			<b>Total</b>	<b>\$ _____</b>

Discount Terms: \_\_\_\_\_% \_\_\_\_\_Days; Net 30 Days.

**Low Item.** Each price and respective item constitutes a separate offer to be evaluated and awarded on a low item basis unless the vendor otherwise indicates by checking the following:

☐ All or None Basis - Each price and respective item detailed in the price schedule constitutes an offer of all items to be evaluated and awarded together on an all or none basis.

By \_\_\_\_\_  
 Print or Type Name Date

\_\_\_\_\_  
 Manual Signature Title

\_\_\_\_\_  
 Telephone Address

\_\_\_\_\_  
 Tax ID Number City State Zip

I further certify that I am: (select one)

- ☐ the individual vendor or sole proprietor
- ☐ a partner in the proposing partnership
- ☐ authorized by \_\_\_\_\_ to obligate the Vendor, a corporation incorporated in \_\_\_\_ (state)
- ☐ authorized to obligate the Vendor, a joint venture, by the joint venture agreement
- ☐ otherwise authorized to make this offer as follows:

\*\*\*\*\*

### AWARD

By execution below, RCT accepts offer as indicated above:

\_\_\_\_\_  
 Contracting Officer Date

**STATEMENT OF ELIGIBILITY**  
**(All Solicitations Valued at \$25,000 and above)**

I hereby certify that \_\_\_\_\_  
(Name of Vendor)

**Is/is not (underscore one)** included on the U.S. Comptroller General's Consolidated List of Persons or Firms  
Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip Code

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Name

\_\_\_\_\_  
Type of Entity

\_\_\_\_\_  
Position and/or Title

\_\_\_\_\_  
Date

**9.1.1.3****AFFIDAVIT OF NON-COLLUSION  
(All Solicitations Valued at \$25,000 and above)**

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Position and/or Title

\_\_\_\_\_  
Type of Entity

\_\_\_\_\_  
Date

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

NOTARY PUBLIC

My Commission Expires

**9.1.1.4 Certification of Restrictions on Lobbying (All Solicitations valued at \$100,000 and above)**

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

1. No Federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all 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 the fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Company Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Company Official)

\_\_\_\_\_  
(Title of Company Official)



**9.1.2****VENDOR/CONTRACTOR/SUBCONTRACTOR  
LISTING OF ALL AGENCIES INVOLVED PER WARRANTY**

The vendor/contractor/subcontract identifies each agency/company involved per each warranty to include but not limited to repairs, maintenance, recommendations, expectations, etc. (E.g., Chassis, A/C, Wheelchair ramp, and etc.) of the vehicles. Please provide the information below and if additional space is needed, please include:

NOTE: Failure to identify and provide requested information will cause the proposal to be considered non-responsive to the solicitation. Information of each agency must be clearly established and included with the proposal.

---

Warranty Part/Component and Name of Agency/Company

---

Name of Representative and Phone Number

---

Street Address

---

City State Zip Code

---

Warranty Part/Component and Name of Agency/Company

---

Name of Representative and Phone Number

---

Street Address

---

City State Zip Code

---

Warranty Part/Component and Name of Agency/Company

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Name of Representative and Phone Number

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Street Address

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City State Zip Code

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City State Zip Code

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Warranty Part/Component and Name of Agency/Company

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Name of Representative and Phone Number

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Street Address

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City State Zip Code

---

Warranty Part/Component and Name of Agency/organization/Company

---

Name of Representative and Phone Number

---

Street Address

---

City State Zip Code

**9.1.3**

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

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

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

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

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

---

Signature of Authorized Person

---

Name

---

Type of Entity

---

Title and/or Position

**9.1.4 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.  
(Pursuant to 49 CFR Part 29, Appendix B) (All Solicitations valued at \$25,000 and above)**

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

**Certification**

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

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

Signature\_\_\_\_\_

Typed or Printed Name\_\_\_\_\_

Title\_\_\_\_\_

Company\_\_\_\_\_

Date\_\_\_\_\_

9.1.5

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

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

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

\_\_\_\_\_

Doing Business As: \_\_\_\_\_

Other business name, if applicable)  
 EIN# \_\_\_\_\_ DUNS# \_\_\_\_\_

2. Business Mailing Address: \_\_\_\_\_

Street Address

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

3. Business Telephone Number: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

5. Number of Years in Business: \_\_\_\_\_

6. Annual Gross Revenue: (M represents Millions)

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

7. Number of Employees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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19. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default? ☐Yes ☐No
20. Is the Business in arrears upon a contract or debt? ☐Yes ☐No
21. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract? ☐Yes ☐No
22. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason? ☐Yes ☐No
23. If a "yes" response is given under questions 14 through 23, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). RCT reserves the right to inquire further with respect thereto.
24. List the name and business address of each person or legal entity that has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

25. Name of principal financial institution for financial responsibility reference. Name of Bank: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City and State: \_\_\_\_\_  
 Officer familiar with vendors account: \_\_\_\_\_  
 Federal Taxpayer I.D. number: \_\_\_\_\_

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

\_\_\_\_\_ DBE \_\_\_\_\_ SBE

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

- |   |                                      |   |
|---|--------------------------------------|---|
| <input type="checkbox"/> Internet         | <input type="checkbox"/> RCT Website | <input type="checkbox"/> RCT Outreach           |
| <input type="checkbox"/> Networking Event | <input type="checkbox"/> E-mail      | <input type="checkbox"/> Other (Identify) _____ |
| <input type="checkbox"/>                  | <input type="checkbox"/>             | <input type="checkbox"/>                        |

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

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature of Owner: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Owner, CEO, President, Majority Stockholder or Designated Representative)

Questions about this document should be directed to the Contracting Officer

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9.2.1

**PROVIDED, FURTHER**, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City                      State                      Zip Code)

By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City                      State                      Zip Code)

(Surety)

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City                      State                      Zip Code)

\_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City                      State                      Zip Code)