INVITATION FOR BID (IFB)
Vehicle Wrap Installation
IFB 25-T027

The Fort Worth Transportation Authority operating as ("Trinity Metro") outlines the following schedule:

IFB Release Date:	**January 15, 2025, 10:00 AM**
Bid Submission Deadline:	**February 20, 2025, 2:00 PM**
REVIEW THE FULL SCHEDULE OF EVENTS IN SECTION 2	

Preamble:
The Fort Worth Transportation Authority, operating as Trinity Metro, is a regional transportation authority of the State of Texas, created pursuant to Chapter 452 of the Texas Transportation Code and confirmed by a public referendum on November 8, 1983. Trinity Metro provides public transportation services within the city limits of Fort Worth, Forest Hill, and River Oaks. Such services include fixed bus routes, mobility impaired transportation service, carpool/vanpool services, On-Demand and commuter rail (operating as TEX Rail and Trinity Railway Express (TRE)). A one-half of one percent ($.0050) sales tax is dedicated to supporting Trinity Metro's public transportation program. Trinity Metro is also the recipient of Federal Transit Administration (FTA) capital grants and Texas Commission on Environmental Quality grants.

Trinity Metro is governed by an eleven-member Board of appointed officials. Eight Board members are appointed by the Fort Worth City Council and 3 Board members are appointed by the Tarrant County Commissioners Court, in accordance with Subchapter N., Sec. 452.562 (c) – (f) of the Transportation Code. The Board sets policy through standing and ad hoc committees, and establishes broad business goals and policies for management. The President & Chief Executive Officer reports to the Board, and is responsible for implementation of Board policies and day-to-day operations of Trinity Metro.

Trinity Metro
801 Grove Street
Fort Worth, Texas 76102

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Section 1 Minimum Requirements			
NAME	**FORM DESCRIPTION**	**FORM NUMBER**	**SUBMIT WITH OFFER?**
Cover Page	Solicitation Number, Title, Due Date	None	**YES** ☐
Section 2	Schedule of Events	None	
Section 3	Instruction to Bidders	None	
Section 4	Scope of Work	None	
Section 5	Special Provisions	None	
Section 6	Safety, Security, and Emergency Requirements	None	
Section 7	Attachments and Forms		
	Attachments and Amendments	F1	**YES** ☐
	Certification of Contractor Regarding Debarment, Suspension, and Other Responsibility Matters	F2	**YES** ☐
	Conflict of Interest Acknowledgement and Certification	F3	**YES** ☐
	Business Questionnaire & List of References	F4	**YES** ☐
	List of References for Similar Projects	F5	**YES** ☐
	Affidavit of Non Collusion	F6	**YES** ☐
	Prohibition of Contracts with Companies Boycotting Israel	F7	**YES** ☐
	Trinity Metro Safety, Security and Emergency Requirements	F8	**YES** ☐
	Base Price Bid	F9	**YES** ☐
	Offer and Contract Signature Form		**YES** ☐
	Attachment A		**YES** ☐

NOTE: FAILURE TO SUBMIT ALL REQUESTED ITEMS ABOVE, PROPERLY COMPLETED, CAN BE CAUSE FOR REJECTION OF YOUR FIRM'S SUBMITTAL!!!

Section 2 Schedule of Events

2.1 Schedule of Events

EVENTS	DATE	TIME
IFB Release Date	January 15, 2025	10:00 AM
Deadline for Submission of Written Questions (1)	February 12, 2025	5:00 PM
Bid Submission Deadline	February 20, 2025	2:00 PM
Bid Opening Location: Virtual – TEAMS APP	February 20, 2025	3:00 PM
Contract Executed (2)	February/March 2025	

(1) Questions will be received in writing by e-mail. No questions will be answered verbally.
(2) Trinity Metro reserves the right to change the Contract execution date.

Section 3 Instructions to Bidders

3.1 Downloading IFB and Submission of Bids

IFB documents can be downloaded from Trinity Metro's website and the Bids can be submitted in hard copy to the address listed below.

https://www.procuretm.org/procurements

A person or firm submitting a Bid in response to this IFB is a "Bidder." A Bidder who enters into a Contract under this IFB is referred to as "Contractor." Sealed Bids must be delivered by the date and time outlined in the Schedule of Events in Section 2. Bidders shall submit one original, one copy, and all of the required Bid documents. All Bid documents shall be in a sealed package, addressed as shown below, bearing the Bidder's name and address and clearly marked as follows:

Trinity Metro
Attn: PROCUREMENT
801 Grove Street
Fort Worth, TX 76102
IFB 25-T027 Vehicle Wrap Installation

Bidders can also submit Bids electronically using the Trinity Metro electronic bidding portal, Bonfire, at: **https://ridetm.bonfirehub.com/portal/?tab=openOpportunities**

All Bids, electronic or hard copy, must be submitted by the date stated in the schedule of events. It is the sole responsibility of the Bidder to ensure timely delivery of the Bid. Trinity Metro will not be responsible for failure of service on the part of the U.S. Post Office, courier services, electronic difficulties, or any other form of delivery service chosen by Respondent.

Bids arriving late for any reason will not be accepted.

3.2 For uniformity, all Bidders must submit information in the order and format requested in this IFB.

Failure to do so may cause the Bid to be deemed nonresponsive to the IFB. Information requested in the IFB that the Bidder deems privileged and confidential, may be submitted in a separate envelope marked "Privileged and Confidential Information." Trinity Metro will use its best efforts to protect such information from disclosure to the extent allowable by law. There will be no release of information until (a) the selection process is complete and a Contract has been executed or (b) Trinity Metro has formally terminated this procurement.

3.3 Exceptions to Any Portion of the Solicitation Requirements

All exceptions, conditions, and limitations (collectively, "exceptions") taken to or imposed on the terms and conditions of the IFB (including, without limitation, any of its attachments or other parts of the IFB) shall be clearly identified and submitted with Bidder's Bid. Each

exception shall specifically reference each paragraph(s) and/or specific part(s) of the IFB to which the exception is taken. Bidder shall provide rationale in support of the exception and fully explain its impact, if any, on its performance of or obligations under the procurement.

Bidders are cautioned to limit exceptions. In Trinity Metro's sole and absolute judgment, exceptions may be determined to be so fundamental as to cause rejection of the Bid for not responding to the requirements of the IFB.

All exceptions will be considered during the evaluation process. Exceptions made after Contract award may result in Bid being rejected.

3.4 Basis for Contract Negotiation

A contract, if any, awarded under this IFB is defined herein as "the Contract" or "this Contract." The terms, conditions, representations, warranties, and other provisions of this IFB will be incorporated into and will form the bulk of the Contract, except to the extent otherwise expressly confirmed in writing signed by Trinity Metro. Thus, this IFB and the Bidder's Bid shall be used as the basis for contract negotiation. The IFB does not commit Trinity Metro to procure or award any contract for the scope of work described herein.

3.5 Rejection and Selection of Bids; Modification of the IFB

1. Trinity Metro reserves the right to reject any or all Bids.

2. If a Contract is awarded, the selection of the Bid and Bidder shall conform to the requirements of applicable law and shall, in Trinity Metro's sole discretion, be in the best interests of Trinity Metro.

3. Trinity Metro reserves the right to:
   a. Amend, modify, or withdraw this IFB;
   b. Revise any requirements under this IFB;
   c. Require supplemental statements of information from any Bidder;
   d. Extend the deadline for submission of responses hereto;
   e. Negotiate or hold discussions with any Bidder to correct insufficient responses that do not completely conform to the instructions contained herein;
   f. Waive any nonconformity with this IFB;
   g. Cancel, in whole or in part, this IFB if Trinity Metro deems it is in its best interest to do so;
   h. Request additional information or clarification of information provided in the Bid without changing the terms of the IFB; and
   i. Waive any portion of the selection process in order to accelerate the negotiation of a Contract with a Bidder that meets the requirements under applicable law and this IFB for an award.

Trinity Metro may exercise the foregoing rights at any time without notice and without liability to any Bidder or any other party for expenses incurred in the preparation of Bids or otherwise. Bids will be prepared at the sole cost and expense of the Bidder.

4. Nothing stated at any time, by any representative of Trinity Metro, will effect a change in, or constitute an addition to, this IFB unless confirmed in writing and signed by Trinity Metro.

5. The Bidder agrees to keep confidential its response and any information received from Trinity Metro.

6. All information submitted in response to the IFB shall become the property of Trinity Metro, and as such, may be subject to public review as public records.

7. Bidder acknowledges and agrees that Trinity Metro will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit), or liabilities incurred by the Bidder or any member thereof as a result of, or arising out of its submitting a Bid, negotiating changes to such Bid, or Trinity Metro's acceptance or non-acceptance of the Bid.

8. Trinity Metro shall control the release of all public information concerning the procurement under this IFB, including selection announcements and Contract awards. Those desiring to release information to the public must receive prior written approval from an authorized representative of Trinity Metro.

9. Neither Trinity Metro nor any of its officers, agents, consultants, or employees shall be responsible for the accuracy of any information provided as part of this IFB (including appendices). All Bidders are encouraged to independently verify the accuracy of any information provided. The use of this information in the preparation of a Bid is at the sole risk of the Bidder.

10. The Bidder shall not collude in any manner or engage in any practices with any other Bidder(s), which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause Trinity Metro to reject the Bidder's submittal. This prohibition is not intended to preclude joint ventures or subcontracts.

11. All Bids must be the original work product of the Bidder. The copying, paraphrasing, or other use of substantial portions of the work product of another Bidder is not permitted. Failure to adhere to this instruction will cause Trinity Metro to reject the Bid. The successful Bidder will be required to enter into Contract by signature on separate Contract documents, which will be prepared by Trinity Metro from information in the IFB and the successful Bidder's Bid.

12. Any Bidder may protest such recommended award in accordance Trinity Metro procurement policies and procedures.

3.6 Response to Communications and Request for Clarification

It is the responsibility of the Bidder to examine the entire IFB package and seek clarification of any scope of work, specification item, requirement, or any other matter that it finds unclear. Furthermore, the Bidder must check the Bid for accuracy before submission. All requests for clarifications or changes shall be submitted in writing in time to be received in accordance with the Schedule of Events outlined in Section 2.

Trinity Metro will not respond to oral requests. Only written requests for questions and/or clarifications, will be acceptable (email and/or email attachments will be accepted). All questions and/or clarifications requests shall be sent to the attention as identified below. Only written responses from Trinity Metro in the form of addenda to this IFB shall be official, and all other forms of communication with any officer, employee or agent of Trinity Metro shall not be binding.

All questions and/or clarifications and/or request for a change to any of the specifications shall be fully supported with technical data, test results, or other pertinent information evidencing that the exception will result in a condition equal to or better than that required by the IFB, without substantial increase in cost or time requirements. Any responses to such written requests shall be provided by Trinity Metro in the form of an addendum.

All questions or request for clarifications regarding the services required shall be submitted in writing and/or email (no phone inquiries will be accepted) and addressed to:

Anthony Brown
Contract Administrator
Trinity Metro
801 Grove Street
Fort Worth, Texas 76102
E-mail: contractmgmt@ridetm.org

Bidders shall not contact members of the Evaluation Committee or Board of Directors of concerning this IFB. Any Bidders violating this provision may be disqualified from consideration in this IFB.

3.7 Addenda and Attachments to IFB

This IFB has been posted on Trinity Metro's website and Trinity Metro's electronic bidding portal, Bonfire, for your convenience. Any attachments, addendums, clarifications or further instructions to Bidders, whether as a result of questions raised by Bidders or matters initiated by Trinity Metro will also be posted when issued. It is the Bidder's responsibility to ensure that the entire IFB package, in its latest version, is reviewed prior to submittal of a Bid.

3.8 Proprietary Information

If a Bid includes proprietary data or information that the Bidder does not want disclosed to the public, such data or information shall be specifically identified as such and marked "Privileged and Confidential Information" on every page on which it is found. Data or information so identified

will be used by Trinity Metro solely for the purpose of evaluating Bids and conducting contract negotiations. However, Bidder, by submitting a Bid, acknowledges and agrees that if its Bid is the subject of a request under the Texas Public Information Act (Texas Government Code, Chapter 552) (the PIA), Trinity Metro's disclosure of the Bid, including any proprietary information therein, shall be in strict accordance with the PIA and all other applicable state and federal laws and regulations (collectively, Public Information Laws).. Trinity Metro shall endeavor to notify the Bidder of such a request, but shall have no liability for failure to do so. The Bidder shall have sole responsibility to raise any objections or exceptions to disclosure available under Public Information Laws. Subject to the requirements of Public Information Laws, there will be no release of information until the selection process is complete and a contract has been executed.

3.9 Contract Award

Trinity Metro reserves the right for any reason or no stated reason to postpone, accept, or reject any and/or all Bids, to waive any irregularities in Bids received, and award the Contract(s) to in accordance with applicable law and this IFB. Trinity Metro reserves the right to make multiple awards.

Trinity Metro shall consider all elements entering into the determination of the responsiveness of the Bid and the responsibility of the Bidder. Any Bid which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be cause for rejection of the Bid.

The Contract may be awarded within 90 calendar days from the date upon which Bids were received or such other date as is specified in the Schedule of Events above in this IFB. No award shall be made for a Bid Trinity Metro determines to be not responsive or to a Bidder Trinity Metro determines to be not responsible.

If a single Bid is received, Trinity Metro will conduct a price and/or cost analysis of the Bid. A price analysis is the process of examining and evaluating a price submitted without examining in detail the separate cost elements and the profit included in the cost Bid. A price analysis through comparison to other similar procurements shall be based upon an established or competitive price of the elements used in the comparison. The comparison shall be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, a detailed analysis shall be made of this difference and costs associated thereto. Trinity Metro has the right to enter into a negotiated procurement should only a single Bid be received.

3.10 Pricing based on Best Value and most advantageous to Trinity Metro

- In determining the best value for Trinity Metro, the purchase price and whether the goods or services meet specifications are principal considerations that must be balanced with other relevant factors. Trinity Metro may, however, consider other relevant factors, including:

  1. Installation cost.
  2. Life cycle cost.

3. The quality and reliability of the goods and service.
4. The delivery term.
5. Indicators of probable vendor performance under the contract such as past vendor performance, the vendor's financial resources and ability to perform, the vendor's experience or demonstrated capability and responsibility, and the vendor's ability to provide reliable maintenance agreements and support.
6. The cost of any employee training associated with a purchase.
7. The effect of a purchase on agency productivity.
8. The vendor's anticipated economic impact to the state or subdivision of the State, including potential tax revenue and employment.
9. The impact of a purchase on the agency's administrative resources.
10. Other factors relevant to determining the best value for the State in the context of a particular purchase.

3.11 Non-Collusion Affidavit

Bidder shall submit, with its Bid, an affidavit stating that neither Bidder nor its agents, nor any other party on its behalf, has paid or agreed to pay, directly or indirectly, any person, firm, or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the Contract that may result from this IFB, and further agrees that no such money or consideration will be hereafter paid. This affidavit shall be on the form provided by Trinity Metro, which is made a part of this IFB.

3.12 Bidder's Texas Government Code Certifications

Pursuant to the provisions of the Texas Government Code cited below, Bidder represents, warrants, and affirms the following, and Bidder covenants that if circumstances relevant to any of the following change during the term of a contract that may be awarded to Bidder under this IFB, Bidder will promptly notify Trinity Metro of such change.

1. **Sec. 2252.152.** Bidder is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code, and Bidder is not identified on the list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

2. **Sec. 2271.002.** Either (a) Bidder does not and will not for the duration of the Contract boycott Israel or (b) the verification required by Section 2271.002 of the Texas Government Code does not apply to this procurement.

3. **Chapter 2274.** Either (a) Bidder does not and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm

trade association or (b) the verification required by Section 2274.002 of the Texas Government Code does not apply to this procurement.

4. **Section 2276.002.** Either (a) Bidder does not and will not for the duration of the Contract boycott energy companies or (b) the verification required by Section 2276.002 of the Texas Government Code does not apply to this Agreement.

5. **Section 2252.908** If Section 2252.908 of the Texas Government Code applies to this procurement, and if Bidder is awarded a Contract, Bidder will submit to Trinity Metro a Certificate of Interested Parties (Form 1295) before the execution of the Contract. Refer to the information at the Texas Ethics Commission's website for instructions on registering and completing Form 1295.

3.13 Force Majeure

1. Definition: An Event of Force Majeure is defined as acts of God; earthquake, unusually severe weather, flood and any other natural disaster; civil disturbance, strikes and labor disputes; fires and explosions; war and other hostilities; embargo; or failure of third parties, including suppliers or subcontractors, to perform their obligations to the Contractor due to a force majeure event described above.

2. Economic hardship, changes in market conditions, or insufficiency of funds do not constitute an Event of Force Majeure, and an Event of Force Majeure does not excuse an obligation to make a payment required under this Contract.

3. If Contractor cannot perform some of its obligations due to an Event of Force Majeure, it must nevertheless continuously and diligently carry out and complete all of its obligations not prevented by the Event of Force Majeure.

4. Notice of Delay. If Contractor is delayed in the performance of the Services due to an Event of Force Majeure or otherwise, Contractor must in a prompt manner upon receiving knowledge of such delay give written notice thereof to Trinity Metro and furnish Trinity Metro information concerning the cause of the delay and its approximate anticipated length and demonstrating, if applicable, that the delay is due to an Event of Force Majeure.

5. Sole Relief. If an Event of Force Majeure occurs, provided Contractor has complied with all applicable notice requirements regarding a request for relief under this section, Contractor is excused from performance of its obligations under this Contract, but only for the time and to the extent that such performance is actually prevented by the Event of Force Majeure. When Contractor is able to resume performance of its obligations, it shall immediately give Trinity Metro written notice to that effect and promptly resume performance under this Contract. The relief offered by this Force Majeure provision is the exclusive remedy available to Contractor with respect to an Event of Force Majeure, and no claim for damages shall be made by either party for delays resulting from an Event of Force Majeure.

6. Continuing Delays. Trinity Metro may terminate this Contract if: (a) Contractor's failure to perform under this Contract due to an Event of Force Majeure impairs the material benefits of this Contract to Trinity Metro; and (b) Contractor does not resume performance in accordance with this Contract within ten (10) business days following Trinity Metro's giving notice to Contractor of Trinity Metro's intent to terminate this Contract.

Section 4 Scope of Work

Project Overview:

Trinity Metro seeks a qualified vendor to install high-quality vehicle wraps supplied by Trinity Metro for its fleet of seven (7) Dodge Voyager vans and six (6) Chevy Glaval Access buses. The vendor will be responsible for the complete removal of existing wraps, installation of new wraps per provided designs, and ensuring the highest standards of quality and timely completion.

Scope of Work:

1. **Wrap Design and Supply:**
    - Vendor will receive wrap designs from Trinity Metro.
    - Vendor will source and supply high-quality vinyl wrap materials.
2. **Vehicle Preparation and Wrap Removal:**
    - Thoroughly clean and prepare vehicle surfaces.
    - Carefully remove existing wraps, ensuring no damage to the vehicle's paint.
3. **Wrap Installation:**
    - Accurately install new vinyl wraps on all designated areas of the vehicle, adhering to the provided designs.
    - Ensure precise alignment, bubble-free application, and seamless finishes.
    - Complete installation within a 24-hour timeframe per vehicle.
4. **Quality Assurance and Inspection:**
    - Conduct a final inspection of the wrapped vehicle to verify quality and adherence to design specifications.
    - Trinity Metro will perform a final inspection to ensure satisfaction.
5. **Project Timeline:**
    - Vendor must adhere to a strict timeline to ensure timely completion of all vehicle wraps.
    - Flexible scheduling, including 24/7 operations, is required to accommodate project needs.

Warranty:

- Vendor will provide a minimum of 3-year warranty on both the materials and labor for the vehicle wraps.

Vendor Requirements:

- Proven experience in vehicle wrap installation.
- Expertise in handling large-scale fleet projects.
- Ability to work efficiently and meet tight deadlines.
- Adherence to industry best practices and safety standards.
- Insurance coverage to protect against potential damages.

By selecting a qualified vendor, Trinity Metro aims to enhance its brand visibility, modernize its fleet, and provide a visually appealing experience for riders.

Van Shop Location:

1601 East El Paso

Fort Worth TX, 76102

DODGE VOYAGER



CHEVY GLAVALS









Section 5 Special Provisions

5.1 Contract Award

This will be a Fixed-Price Contract. The contract is for one year initial project is for the installation of high-quality vehicle wraps supplied by Trinity Metro for its fleet of seven (7) Dodge Voyager vans and six (6) Chevy Glaval Access buses. Any additional work will be requested in writing.

5.2 Expenses & Invoicing

Contractor shall submit monthly invoices for Services delivered, completed and accepted, via email to Trinity Metro's Accounts Payable department at accountspayable@ridetm.org and copy the Department Representative listed under Notices in the contract. The invoice will consist of the contract number, purchase order number, line item number, item description, quantity, units, unit price, and total line item amount. Each invoice shall also include supporting documentation for all eligible expenditures.

Approved invoices amounts will be paid net 30 days from the invoice date. Invoice payments will be made either by check or via Electronic Funds Transfer (EFT) to Contractor's designated banking institution. EFT payments are Trinity Metro's desired method of payment. Appropriate Vendor and EFT forms will be provided to Contractor at time of execution of this agreement.

5.3 Selection Procedure

Bids received after date and time specified in Section 2 are not eligible and shall not be considered for award of the Contract.

Award of contract shall be made to the most responsive, responsible bidder whose Bid Documentation is determined to be the most advantageous to each Agency, taking into consideration the evaluation factors. Notwithstanding any other provision of this IFB, Trinity Metro expressly reserves the right to:

- Waive any immaterial defect or informality, or
- Reject any or all Bid Documentations, or
- Reissue an Invitation for Bid Documentation, or
- Modify the number and types of data to be collected to meet budgetary limitations, or
- Cancel the Invitation for Bid (IFB).

5.4 Open Records

All bids become the property of Trinity Metro and are subject to the Texas Public Information Act (PIA). Bidders must familiarize themselves with the provisions of the PIA. In no event shall Trinity Metro, or any of its agents, representatives, bidders, directors, officers, or employees be liable to a Bidder for the disclosure of all or any portion of a bid. If Trinity Metro receives a request for public disclosure of all or any portion of a bid, Trinity Metro will endeavor to notify the Bidder of the request. If a Bidder has special concerns about information which it desires to make available to Trinity Metro but which it believes constitutes a trade secret, proprietary

information or other information excepted from disclosure, it shall identify those portions of its bid by clearly and prominently marking it **"CONFIDENTIAL."** The basis of the claim of confidentiality shall be stated in the bid adjacent to the marked information. Blanket statements regarding the confidentiality of information may not be sufficient to protect the confidentiality of information submitted. A Bidder is encouraged to seek counsel regarding any information it seeks to keep confidential.

In no event shall any of Trinity Metro's directors, employees, administrator, consultants, or agents be liable for the disclosure of any materials or information submitted in a bid.

5.5 Bidder's Acknowledgement

By submitting a Bid, the Bidder unequivocally acknowledges that the Bidder has read and fully understands this IFB, and that the Bidder has asked questions and received satisfactory answers from Trinity Metro regarding any provisions of this IFB with regard to which the Bidder desires clarification.

5.6 Incorporation of Bidder's Bid

1. Trinity Metro reserves the right to incorporate all or portions of the successful Bidder's Bid including any revisions and supplements into the Contract by reference or in full.

2. If, after Contract award, it is discovered that changes were agreed to in writing during negotiations, but were not incorporated into the resulting Contract, such changes shall be considered administrative in nature and incorporated by unilateral modification at no change in the Contract cost or price, or other terms and conditions. To satisfy the contract requirements, Bidder shall adhere to the price and other terms accepted by Trinity Metro.

3. Notwithstanding the foregoing, no portions of the Bid that conflict with, limit, impair, or otherwise diminish the benefits afforded to Trinity Metro under this IFB shall be deemed incorporated into the Contract only if such provisions are expressly approved by Trinity Metro in writing.

5.7 Insurance Requirements

1. The Contractor shall, at all times during the term of this Contract and extended terms thereof, provide and maintain the following types of insurance protecting the interests of Trinity Metro and the Contractor with limits of liability not less than those specified below.

2. **Comprehensive Automobile Liability** insurance or its equivalent, covering all owned, hired and non-owned vehicles used in connection with the work performed under this contract with combined single limits for bodily injury and property damage liability of not less than $1,000,000.

3. **Commercial General Liability** insurance or its equivalent, providing limits of not less than $2,000,000 for bodily injury and property damage per occurrence with a general aggregate of $2,000,000 and a products and completed operations aggregate of $2,000,000. There shall not be any policy exclusions or limitations for the following:

   - Contractual Liability covering Contractor's obligations herein
   - Personal Injury Advertising Liability
   - Explosion, Collapse & Underground Property Damage Hazard
   - Medical Payments
   - Fire Damage Legal Liability
   - Broad Form Property Damage
   - Liability for Independent Contractors

4. **Workers' Compensation Insurance** or its equivalent, providing benefits comparable to those provided under the Workers' Compensation Act of the State of Texas and/or any other State or Federal law or laws applicable to the Contractor's employees performing work under this contract. Employer's Liability Insurance with limits of liability of not less than $1,000,000 each accident, $1,000,000 each employee for disease and $1,000,000 policy limit for disease. This insurance shall be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from Trinity Metro

5. **Certificates of Insurance** - Before commencing execution of this contract, the Contractor shall mail Certificates of Insurance satisfactory to Trinity Metro (or, as and when Trinity Metro may direct, copies of the policies endorsements or actual insurance policies) at the address in Section 3 evidencing that insurance as required by paragraph (a), and all subparagraphs to (a) above, is in force, stating policy number dates of expiration and limits of liability thereunder. All copies of policies and Certificates of Insurance submitted to Trinity Metro shall be in form and content acceptable to Trinity Metro.

6. **Approval of Forms and Companies -** All coverage described in this contract shall be in a form and content satisfactory to the Contracting Officer. No party subject to the provisions of this contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. All insurance shall be provided by insurance companies with a Best's Rating of A- or better.

7. **Additional Insured Endorsement -** The policy or policies providing Commercial General Liability, Automobile Liability, and as otherwise required above shall be endorsed to name Fort Worth Transportation Authority, their directors, officers, representatives, agents and employees as Additional Insured as respect to operations performed by or on behalf of the Contractor in performance of this contract. The policy shall also be endorsed to name other interests as directed by Trinity Metro. The policies shall be primary and non-contributory.

8. **Notice of Cancellation or Material Changes -** Policies and/or Certificates shall specifically provide that a thirty (30) day notice of cancellation, non-renewal, or material change be sent to Trinity Metro.

9. **Multiple Policies -** The limits of liability as required above may be provided by a single policy of insurance or a combination of primary, excess or umbrella liability policies. But in no event shall the total limit of liability of any one occurrence or accident be less than the amount shown above.

10. **Deductibles -** Companies issuing the insurance policies and the Contractor shall have no recourse against Trinity Metro for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor.

11. **Subcontractors -** If any part of the work is sublet, Contractor shall require any and all subcontractors performing work under this contract to carry workers' compensation insurance, in accordance with paragraph (a) above. The Contractor shall determine any other types of insurance and the limits of liability that Contractor shall deem appropriate and adequate to protect the interests of Trinity Metro. In the event a subcontractor is unable to furnish any insurance required under this Contract, the Contractor shall endorse the subcontractor as an Additional Insured or become an Alternate Employer. The Contractor shall obtain and furnish to Trinity Metro certificates of Insurance evidencing subcontractors' workers' compensation insurance coverage. If a subcontractor's certificate of Workers' compensation insurance expires during the period of performance, Contractor shall obtain a renewal certificate. All certificates of workers' compensation insurance shall be maintained by the Contractor for a period of not less than 1 year. All other insurance certificates for subcontractors shall be furnished to Trinity Metro upon request.
12. **No Release -** The carrying of the above-described coverage shall in no way be interpreted as relieving the Contractor of any other responsibility or liability under this agreement or any applicable law, statute, regulation or order.

5.8 Interest of Members of Trinity Metro

No member of the governing body of Trinity Metro, other officer, employee or agent of Trinity Metro who exercises any functions or responsibilities in connection with the carrying out of the activities to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

5.9 Interest of Other Local Public Officials and State Officials

No person who exercises any functions or responsibilities in the review or approval of the carrying out of activities to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract. No part of the proceeds shall be paid directly or indirectly to any officer or employee of the State of Texas as wages, compensation or gifts in exchange for acting as officer, agent, employee, subcontractor, or Bidder to Trinity Metro in connection with any work contemplated or performed relative to this Contract.

5.10 Interest of Members, Or Delegates to Congress

In accordance with 18 U.S.C. Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Contract, or to any benefit arising there from.

5.11 Interest of the Bidder

The Bidder represents, warrants, and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Bidder further covenants that no person having such interest shall be employed in the performance of this Contract.

5.12 Authority to Enter Contract

The Bidder has all requisite power and authority to conduct its business and to execute, deliver, and perform services specified in the IFB and any Contract that may be issued. The Bidder warrants that the individuals who have signed the Bid have the legal right and authority to bind the Bidder.

5.13 Authorization of Bid

If the Bid is made by an individual doing business under an assumed name, the Bid shall so state. If the Bid is made by a partnership, the full name and addresses of each member and the address of the partnership shall be given and the Bid shall be signed by one member thereof. If the Bid is made by a corporation, it shall be signed in the corporate name by an authorized officer. If the Bid is made by a joint venture, the full name and address of each member of the joint venture shall be given and the Bid shall be signed by each venture. Form(s) is included to be filled out and submitted with Bid.

5.14 Subcontract Approval

Bidder shall include in all subcontracts and supply contracts for services or materials under the Contract a provision making the subcontractor(s) subject to all provisions stipulated in the Contract. The Bidder shall be fully responsible for all services performed and materials supplied by any subcontractor or supplier.

5.15 Cost/Price Analysis

Trinity Metro reserves the right to conduct a cost or price analysis for any purchase or service. Trinity Metro may be required to perform a cost/price analysis when competition is lacking for any purchase. Sole source procurements or procurements which result in a single Bid received, will be subject to a cost/price analysis, which will include the appropriate verification of cost date, the evaluation of specific elements of costs and the projection of the data to determine the effect on Bid prices. Trinity Metro may require a pre-award audit, and potential Bidders shall be prepared to submit data relevant to the proposed work which will allow Trinity Metro to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State, and local regulations. Procurements resulting in a single Bid will be treated as a negotiated procurement and Trinity Metro reserves the right to negotiate with the single Bidder to achieve a fair and reasonable price. If both parties cannot agree upon a negotiated price, Trinity Metro reserves the right to reject the single Bid.

All Contract change orders or modifications will be subject to a cost analysis.

5.16 Pricing

The price quoted in any Bid submitted shall include all necessary cost to complete the services in accordance with the specifications. Anything omitted from such specifications, which are clearly necessary, shall be considered a portion of such cost although not directly specified or called for in the specifications. Bidder shall note discounts.

5.17 Prompt Payment

The Bidder agrees to pay each subcontractor for satisfactory performance of its contract no later than 30 days from receipt of each payment the Bidder receives from Trinity Metro. Any delay or postponement of payment from the above reference may occur only for good cause following written approval of Trinity Metro. This clause applies to both DBE and non DBE subcontractors. If the Bidder determines the work to be unsatisfactory, it shall notify Trinity Metro immediately, in writing, and state the reasons. Failure to comply with this requirement would be construed to be a breach of contract and subject to contract termination.

5.18 Additional Services Request

Trinity Metro reserves the right to request services under this IFB that may not be specifically identified within the Scope ("Additional Services"). Bidders are encouraged to identify and provide supporting statements and price information for any other area(s) of services not listed in the Scope that may be related to Additional Services and the work of Trinity Metro.

5.19 IFB/Proposed Contract Alterations

No alterations or variables in the terms of the IFB and /or of the Proposed Contract shall be valid or binding upon Trinity Metro unless authorized in writing by Trinity Metro.

5.20 Assignability

Any public agency (i.e., city, district, public agency, municipality, and other political subdivision or any FTA-funded entity) shall have the option of participating in any award made as a result of a Bid and/or contract at the same prices, terms and conditions as contained in the Contract. Trinity Metro reserves the right to assign any or all portions of goods or services awarded under this IFB and/or Contract. This assignment, should it occur, shall be agreed to by Trinity Metro and Bidder. Once assigned, each agency will enter into its own contract and be solely responsible to the Bidder for obligations to the service assigned. Trinity Metro's right of assignment will remain in force over the contract period or until completion of the contract including options, whichever occurs first. Trinity Metro shall incur no financial responsibility in connection with contracts issued by another public agency. The public agency shall accept sole responsibility for placing service and payments to the Bidder.

5.21 Publication and Media Restrictions

The Contractor shall not publish or reproduce subject data in whole or in part, or in any manner or form, without the advance written consent of Trinity Metro, unless Trinity Metro has released or approved the release of that data to the public.

5.22 Gratuities and Kickbacks

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or Bid therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Trinity Metro contracts.

5.23 No Contingency Fees

Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure this Contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contract or subcontractor under Trinity Metro contracts. Trinity Metro shall have the right to annul said Contract without liability or, in its discretion, to deduct from the Contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

5.24 Non-Discrimination

It is the policy of Trinity Metro not to discriminate on the basis of age, race, sex, color, national origin, creed, religion or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in Trinity Metro contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, creed, sex, national origin, or any other classification protected by federal or Texas State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with Trinity Metro or in the employment practices of Trinity Metro Contractors. Accordingly, all Bidders entering into contracts with Trinity Metro shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

5.25 Licensing and Permits

The Contractor and all subcontractors shall be appropriately licensed in the State of Texas for the work required as a result of the Contract. The cost for any required licenses shall be the responsibility of the Contractor.

5.26 Standard of Care

Contractor shall perform all services under this Contract in a skillful and competent manner. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the services assigned to them. The Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services, and that such licenses and approvals shall be maintained throughout the term of this Contract. Any person who is determined by Trinity Metro to be uncooperative, incompetent, a threat to the adequate or timely completion of the services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to Trinity Metro shall be promptly removed by the Contractor and shall not be re-employed to perform any of the services under this Contract.

5.27 Right to Employ Other Contractors

Trinity Metro reserves the right to purchase goods and/or services, with other Contractors in connection with these Services.

5.28 Contract Amendments/Modifications/Change Orders

No changes to this IFB, Bidder's Bid, or the Contract shall be approved unless appropriate parties of Trinity Metro authorize the change. All changes shall be made by executed written agreement between the parties.

Trinity Metro shall not incur any costs due to any unauthorized changes made by Contractor.

5.29 Tax Exemption

Trinity Metro is exempt under this solicitation from all Federal, State, municipal and local taxation. A copy of tax exempt certification(s) will be provided to the successful Bidder upon request. This provision supersedes any language pertaining to payment of taxes that may appear elsewhere in this solicitation.

5.30 Attorney Fees

In the event Trinity Metro deems it necessary to take legal action to enforce any provision of the contract, and Trinity Metro prevails, Contractor shall pay all expenses of such action including Trinity Metro attorney fees and costs at all stages of the litigation.

5.31 Ineligible Contractors and Subcontractors

Any entity, firm, partnership, or person appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for Contractor under this Contract. If Contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this Contract.

5.32 Indemnification

A. Notwithstanding anything contained in the Contract to the contrary and to the fullest extent permitted by applicable law, Contractor shall indemnify, protect, defend and hold harmless Trinity Metro, its consultants, Trinity Railway Express, and their respective representatives, officers, directors, shareholders, partners, Board Members, members, managers, employees, affiliates, assignees, agents and contractors (other than Contractor and its Subcontractors and Suppliers) (collectively, the "Indemnitees") from and against all claims, liabilities, damages, losses, injuries to person or property, death, liens, investigations, causes of action, administrative proceedings, suits, judgments, fees (including, but not limited to, attorneys' fees and expert fees), and expenses, of any nature, kind or description, directly or indirectly, arising out of, caused by, resulting from, or sustained or incurred in connection with (in whole or in part), (1) the Work performed hereunder, or any part thereof, (2) Contractor's failure to comply with the Contract, (3) the use, occupancy or presence of Contractor, its Subcontractors, Suppliers, employees or agents on or about the Work Site, or (4) any act or omission of Contractor, any Subcontractor, any Supplier, anyone directly or indirectly employed by any of the foregoing, or anyone that any of the foregoing control or exercise control over ("Indemnity Claims"), but not to the extent caused by any negligent act or omission solely attributable to Trinity Metro or anyone directly or indirectly employed by Trinity Metro.

B. Notwithstanding anything contained in the Contract to the contrary and to the fullest extent permitted by all applicable laws, Contractor shall be solely liable for and shall indemnify, protect, defend and hold harmless the Indemnitees from and against all Indemnity Claims of any nature, kind or description, directly or indirectly, arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its Subcontractors, Supplier or any other person, directly or indirectly employed by any of the foregoing, or anyone that any of the foregoing control or exercise control over regardless of fault or negligence by an Indemnitee ("Employee Claims"). THE OBLIGATIONS OF CONTRACTOR UNDER THIS INDEMNIFICATION SHALL APPLY TO ALL EMPLOYEE CLAIMS, EVEN IF SUCH EMPLOYEE CLAIMS ARE CAUSED IN WHOLE OR PART BY THE SOLE, JOINT OR CONTRIBUTORY NEGLIGENCE OF AN INDEMNITEE, BUT NOT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE, OR THE WILLFUL MISCONDUCT, OF AN INDEMNITEE. TO THE EXTENT IT MAY LAWFULLY DO SO, CONTRACTOR WILL NOT ASSERT, AS TO ANY CLAIM MADE BY TRINITY METRO UNDER THIS SECTION, ANY DEFENSE IT MAY HAVE UNDER TEXAS WORKERS' COMPENSATION STATUTE. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE CLAIM PURSUANT TO ANY WORKERS' COMPENSATION ACT OR THE FEDERAL EMPLOYER'S LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY TRINITY METRO OR BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST THE OTHER PARTY.

C. If any legal limitations now or hereafter in effect affect the validity or enforceability of the indemnification obligations under this article, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the indemnification into conformity with the requirements of such limitations, and as so modified the indemnification obligations shall continue in full force and effect. The indemnification obligations under this Section shall not be limited to or by damages, compensation or benefits payable under insurance policies, workers' compensation acts, disability benefit acts or other employee benefits acts.

D. Trinity Metro has the right to appoint defense counsel, at its own expense, to associate in the defense of any contested claim. Trinity Metro will cooperate fully with Contractor in the defense of all claims. Trinity Metro's election to appoint defense counsel will not affect Contractor's obligation to indemnify and hold harmless Trinity Metro from and against all claims to the extent set forth in the Contract. When defending Trinity Metro against claims, Contractor will retain counsel experienced in defending such claims and mutually agreeable to both Trinity Metro and Contractor. Trinity Metro will not unreasonably withhold, condition, or delay its consent to Contractor's choice of counsel. Contractor will not settle any claims in a manner that would impose any expense, penalty, obligation, or limitation on Trinity Metro without Trinity Metro's prior written consent.

5.33 Applicable Law and Jurisdiction

The Contract, as well as the rights, obligations and remedies of the parties, shall be governed by the laws of the State of Texas. Whenever there is no applicable state statute or decisional precedent governing the interpretation of or disputes arising under or related to the Contract, then federal common law, including the law developed by federal boards of contract appeals, the United States Court of Federal Claims, the United States Claims Court, and the Comptroller General of the United States, shall govern. Any suit or action arising from the Contract shall be commenced and prosecuted in the courts of Tarrant County, Texas or the United States District Court for the Northern District of Texas, as applicable, and the parties agree to submit to the exclusive jurisdiction and venue of these courts.

5.34 Contract Order of Precedence

A. The General Provisions, Special Provisions, Scope of Work, Contract attachments and exhibits are essential to the Contract. All are intended to be complementary and to provide for completed work suitable for its intended use. A requirement occurring in one is as binding as though occurring in all. Where Plans and Specifications describe portions of the Work in general terms, but details are incomplete or silent, it is understood that only the best general practice is to prevail and that only new Materials and first-quality workmanship are to be used. Omissions of details of Work that are manifestly necessary to carry out the intent of the Contract, or that are customarily performed, shall not relieve Contractor from the obligation to perform such Work. Notes on Plans are part of the Plans. No reliance shall be placed on dimensions scaled from any Plans.

B. The documents referenced below are in descending order of precedence. Any conflict between any of the documents shall be resolved in favor of the document with higher precedence.

- Offer and Contract Signature form
- Invitation for Bid
- Bid Response

C. Contractor shall immediately notify Trinity Metro, in writing, of any ambiguity or conflict within or between documents, any error, omission, lack of necessary detailed description, or a detail, which is a potential code violation, which is discovered in the Specifications or Plans and request clarification and direction. Trinity Metro will provide clarification and direction as required to fulfill the intent of the specifications. Proceeding without the required notification and request for clarification or instruction shall be at Contractor's risk.

Section 6 Safety, Security and Emergency Requirements

Site visitors, to include contracted individuals providing services to Trinity Metro are required to comply with the following safety, security, and/or emergency guidelines:

- All providers will meet federal, state, and local regulatory guidelines related to safe practices and/or are related to safety in order to avoid hazards, potential hazards, and/or damage to Trinity Metro property.
- Contractors and Vendors are responsible for their equipment and personnel.
- In the event of an emergency, site visitors shall follow emergency response best practices; each provider should have an emergency plan. As needed, Trinity Metro designee(s) may need to review an emergency plan for acceptance. This will depend on the area work is being conducted. Designated rallying points may be provided by Trinity Metro representatives, so please ask and include in any Job and/or Safety Briefings to be prepared in the event of an emergency evacuation.
- Contractor and vendor providers are required to notify a Trinity Metro representative, a.k.a. point of contact, after any emergency events. This may be the Procurement Department representative or designated project lead. Alternatively, Trinity Metro's Operations Radio Control Center, or Security Center shall be notified as is deemed necessary, when reporting security or safety-related events requiring Trinity Metro response. Site visitors conducting work on Trinity Metro property should know whom to notify prior to commencement of work on Trinity Metro property.
- Vendors, Contractors, and Sub-Contractors working within any Bus Lot, Train Station, and/or Transit Center are required to provide scope of work being performed to the appropriate Trinity Metro designee so details for coordinating with revenue service vehicles (trains, buses, cutaways, and vans) paths and schedules will not disrupt any transit service.
- Trespassing and/or unauthorized site work is prohibited. This is especially more significant whenever the need arises to be within 25 feet of any railroad track rail unless on public right away such as platforms or grade crossings. Roadway Worker Protection requirements per federal law (49 CFR Part 214) may require successful completion of training and authorized access. Disruptions to commuter passenger railroad operations is unacceptable and may be subject to federal fines.
- Depending on the nature of the work being performed, Trinity Metro may require submission of a safety plan, security plan, and/or emergency plan subject to review and acceptance by the Chief Safety Officer or Director of Security or other designee.
- In the event of an accident or incident resulting in harm to an individual or damage to Trinity Metro property, a safety stand down may be required. Accordingly, when deemed necessary, corrective action and preventive measures(s) subject to approval or acceptance by the Chief Safety Officer or Director of Security or other designee may be required prior to resuming work on behalf of Trinity Metro or on Trinity Metro property.
- Larger scale projects and procurement of equipment may deem it necessary to comply with Safety and Security Certification Program requirements.
- Questions regarding safety, security, and/or emergency requirements may be directed to Trinity Metro's Procurement designee or lead Project Manager.

Section 7 Attachments and Forms

THE FOLLOWING FORMS AND CERTIFICATIONS SHALL BE COMPLETED BY BIDDER AND SUBMITTED WITH BID, AS SPECIFIED IN SECTION 1 MINIMUM REQUIREMENTS.

F1 - Attachments and Amendments
F2 - Certification of Contractor Regarding Debarment, Suspension, and Other Responsibility Matters
F3 - Conflict of Interest Acknowledgement and Certification
F4 - Business Questionnaire & List of References
F5 - List of References for Similar Projects
F6 - Affidavit of Non-Collusion
F7 - Prohibition of Contracts with Companies Boycotting Israel
F8 - Trinity Metro Safety, Security and Emergency Requirements
F9 - Bid Form
Offer and Contract Signature Form
Attachment A

NOTE: FAILURE TO COMPLETE AND RETURN THE FORMS AS INDICATED ABOVE WILL RESULT IN REJECTION OF THE BID/BID.

The making of a material misrepresentation of fact could be a basis for disqualification and may cause a firm to be considered for classification as an irresponsible contractor and barred from Trinity Metro work for a period not exceeding six months.