INVITATION for BID (IFB)

Purchase of Vehicles
IFB # 20-T013

The Fort Worth Transportation Authority ("FWTA") outlines the following schedule:

<table>
<thead>
<tr>
<th>IFB Release:</th>
<th>February 13, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Due Date</td>
<td>March 12, 2020 @ 2 pm</td>
</tr>
</tbody>
</table>

Sealed Bids shall be delivered to:

Fort Worth Transportation Authority
Attn: Procurement
801 Cherry Street, Suite 850
Fort Worth, TX 76102
Fax or e-mail not accepted.

Preamble:

The Fort Worth Transportation Authority is a regional transportation authority of the State of Texas, created pursuant to Chapter 452, Transportation Code of Texas and confirmed by a public referendum on November 8, 1983. The FWTA provides public transportation services within the city limits of Fort Worth and Blue Mound. Such services include fixed bus routes, mobility impaired transportation service (MITS), carpool/vanpool services and commuter rail (Trinity Railway Express). A one-half of one percent ($0.0050) sales tax is dedicated to supporting the FWTA’s public transportation program. The FWTA is also the recipient of Federal Transit Administration (FTA) capital grants and Texas Commission on Environmental Quality grants.

The FWTA is governed by an 11 member Board of appointed officials. Eight Board members are appointed by the Fort Worth City Council and 3 Board members are appointed by the 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 the FWTA.

This request for bid implies no obligation on the part of the Fort Worth Transportation Authority to award a contract or to pay any costs incurred in the preparation or submittal of any bid. The FWTA reserves the right to accept the bid that it believes most nearly meets the requirements, based on “best value” and not necessary the lowest price offered.

Fort Worth Transportation Authority
801 Cherry Street, Suite 850
Fort Worth, Texas 76102
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## SECTION 1 MINIMUM REQUIREMENTS

<table>
<thead>
<tr>
<th>NAME</th>
<th>FORM DESCRIPTION</th>
<th>FORM NUMBER</th>
<th>SUBMIT WITH OFFER?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cover Page</td>
<td>Bid Number, Title, Due Date</td>
<td>None</td>
<td>YES</td>
</tr>
<tr>
<td>Section 2</td>
<td>Schedule of Events</td>
<td>None</td>
<td></td>
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<tr>
<td>Section 3</td>
<td>Instruction to Bidders</td>
<td>None</td>
<td></td>
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<tr>
<td>Section 4</td>
<td>Scope of Work</td>
<td>None</td>
<td></td>
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<tr>
<td>Section 5</td>
<td>Special Provisions</td>
<td>None</td>
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<tr>
<td>Section 6</td>
<td>General Provisions</td>
<td>None</td>
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</tr>
<tr>
<td>Section 7</td>
<td>Federal Contract and Other Requirements</td>
<td>None</td>
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</tr>
<tr>
<td>Section 8</td>
<td>Disadvantaged Business Enterprise (DBE)</td>
<td>None</td>
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</tr>
<tr>
<td>Section 9</td>
<td>Attachments and Amendments</td>
<td>F1</td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>DBE Compliant Statement</td>
<td>F2</td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>Schedule of DBE Utilization</td>
<td>F3</td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>Good Faith Effort Documentation</td>
<td>F4</td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>Good Faith Effort Information Requests</td>
<td>F5</td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>M/WBE Compliance Statement</td>
<td>F6</td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>Schedule of M/WBE Utilization</td>
<td>F7</td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>Certification of Contractor Regarding Debarment, Suspension, and Other Responsibility Matters</td>
<td>F8</td>
<td>YES</td>
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<tr>
<td></td>
<td>Conflict of Interest Acknowledgement and Certification</td>
<td>F9</td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>Certification of Compliance with Restriction on Lobbying</td>
<td>F10</td>
<td>YES</td>
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<tr>
<td></td>
<td>Buy America Certification</td>
<td>F11</td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>Business Questionnaire &amp; List of References</td>
<td>F12</td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>List of References for Similar Projects</td>
<td>F13</td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>Affidavit of Non-Collusion</td>
<td>F14</td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>Bid Form</td>
<td>F15</td>
<td>YES</td>
</tr>
</tbody>
</table>

!!!NOTE: FAILURE TO SUBMIT ALL REQUESTED ITEMS ABOVE, PROPERLY COMPLETED, CAN BE CAUSE FOR REJECTION OF YOUR FIRMS’ SUBMITTAL!!!
## SECTION 2 SCHEDULE OF EVENTS

### 2.1 Schedule of Events

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of IFB</td>
<td>February 13, 2020</td>
</tr>
<tr>
<td>Deadline for Submission of Written Questions or Requests for Clarifications 1</td>
<td>February 26, 2020 by 5:00 p.m.</td>
</tr>
<tr>
<td>Bid Due</td>
<td>March 12, 2020 at 2:00 p.m.</td>
</tr>
<tr>
<td>FWTA Board Meeting Recommended Approval for Award 3</td>
<td>April, 2020</td>
</tr>
<tr>
<td>Contract Executed and Notice to Proceed 4</td>
<td>May, 2020</td>
</tr>
</tbody>
</table>

1 Questions will be received in writing only (e-mail acceptable). No questions will be answered verbally.
2 The FWTA reserves the right to not conduct oral interviews and select a Contractor based on the written bids only.
3 The Evaluation Committee’s recommendation of contract award is scheduled for Board presentation by the date above; however, the FWTA reserves the right to change the award date.
4 The FWTA reserves the right to change the contract execution date.
SECTION 3 INSTRUCTIONS TO BIDDERS

1. **Invitation for Bid (IFB)**

This IFB is available on Trinity Metro’s website:


Any addendum(s) become part of this IFB. All addendums will also be available on Trinity Metro’s website.

2. **Bid Requirements and Conditions:** Bidders should examine the entire IFB for all required documents to be included in the submitted bid package. The instructions below highlight some of the specific requirements but are not all inclusive.

   a. **Bid Form:** Bidder shall complete the Bid Form and submit with other documents identified in Section 1 – Minimum Requirements.

   b. **Bid Delivery:** Bidders shall submit one original, one copy and one flash drive of all required bid documents. All bid documents shall be in a sealed package, addressed as shown below, bearing the Bidders name and address and clearly marked as follows:

   Fort Worth Transportation Authority
   Attention: Procurement
   Burnett Plaza
   801 Cherry Street, Suite 850
   Fort Worth, Texas 76102
   IFB #20-T013 Purchase of Vehicles

   The original bid documents shall be marked original and bear all original signatures. The remaining may be copies.

   **Bids arriving late due to a delay in the delivery process will not be accepted.**

   It is the responsibility of the bidder to examine the entire IFB package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a response.

3. **Response to Communications and Request**

Trinity Metro will not respond to oral requests. Only written requests, including questions and/or clarifications, will be acceptable (email and/or email attachments will be accepted). All request(s), including questions and/or clarifications shall be sent to the attention of the
individual identified below. Only written responses, from Trinity Metro, provided as addenda shall be official and all other forms of communication with any officer, employee or agent of Trinity Metro shall not be binding on Trinity Metro. Any responses to such written requests shall be provided by Trinity Metro in the form of an addendum.

All questions (including all technical, contract or administrative questions) regarding the services required shall be submitted in writing and/or email (no phone inquiries will be accepted) and addressed to:

Kathy Bridwell
Procurement
Burnett Plaza
801 Cherry Street, Suite 850
Fort Worth, Texas 76102
Email: Kathy.Bridwell@RideTM.org

Bidders shall not contact members of Trinity Metro or Trinity Metro’s Board of Directors concerning this IFB. Any bidders violating this provision may be disqualified from consideration in this IFB.

4. Basis for Contract Negotiation

This IFB and resulting bid shall be used as the basis for any potential contract negotiation.

5. Rejection of Bids

Trinity Metro reserves the right to reject any or all bids. Issuance of this IFB does not bind Trinity Metro to award a contract, nor does Trinity Metro in any way assume liability for expense incurred by bidder in preparation of its bid.

6. Requests for Clarification

All requests for clarifications or changes shall be submitted in writing in time to be received and responses provided (within 7 days) prior to the date on which the bids are due.

7. Addenda and Attachments to IFB

This Invitation for Bids (IFB) has been posted on Trinity Metro’s website for your convenience. Any attachments, addendums, clarifications or further instructions to bidders, whether as a result of questions raised by bidders or initiated by Trinity Metro, if issued, will also be posted. It is the Offeror’s (bidder) responsibility to ensure that the entire IFB package, in its latest version, is reviewed prior to submittal of a bid.
8. **Contract Award**

Trinity Metro reserves the right, as the interests of the Authority(s) may require, to postpone, accept or reject any and/or all bids and to waive any informalities in the bids received, and to award the contract(s) to the best responsive and responsible bidder.

In awarding a contract(s), Trinity Metro reserves the right to consider all elements entering into the determination of 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.

In the event 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 bid. It should be recognized that 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.

Where it is impossible to obtain a valid price analysis, it may be necessary for Trinity Metro to conduct a cost analysis of the bid price.

9. **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 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. Disclosure of any proprietary information by Trinity Metro shall be in strict accordance with the laws and regulations regarding disclosure in the State of Texas.

10. **Cost of Bid Preparation**

The cost of preparing a response to this IFB, including site visits, will not be reimbursed by Trinity Metro.
SECTION 4 SPECIFICATIONS

1. Purpose and Objective

The Fort Worth Transportation Authority (Trinity Metro) is requesting bids for Item A: three (3) heavy duty service trucks with flatbed for cleaning city wide outdoor facilities and other daily maintenance task, B: one (1) heavy duty service truck with flatbed with required service equipment installed and C: three (3) commercial cargo vans used to repair equipment and tools to assist in road call work orders. Additional features and customization as listed will be purchased and installed as part of the delivery of the vehicles. Trinity Metro may add additional items, optional equipment or substitute items, as negotiated, with the successful proposer.

2. Specifications

General Requirements:

- Full Warranty and Manuals
- Vehicles are to have temporary dealer registration plates on the vehicles
- Vehicles must be clean when delivered and all stickers removed, except the MSRP label.
- Vehicles must include all standard equipment as stated in retail sales literature.
- Do not delete any standard equipment for less expensive nonstandard equipment.
- Vehicles must comply with applicable Federal and State regulations and Standards.

The following specifications shall be considered the minimum specifications required:

<table>
<thead>
<tr>
<th>ITEM A</th>
<th>Description/Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>QTY: 3</strong></td>
<td><strong>One-Ton Rated Truck</strong></td>
</tr>
<tr>
<td><strong>General</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Chassis</strong></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Brake system - front disc/rear drum or front/rear disc with anti-lock braking</td>
</tr>
<tr>
<td>1.2</td>
<td>Drivetrain – Dual rear wheels</td>
</tr>
<tr>
<td>1.3</td>
<td>Electrical Battery - maintenance free, 720 cca amp minimum; 130-amp alternator</td>
</tr>
<tr>
<td>1.4</td>
<td>Fuel tank - 30-gallon minimum capacity</td>
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<tr>
<td>1.5</td>
<td>Payload capacity – 6,000 lb. (approx.) minimum</td>
</tr>
<tr>
<td>1.6</td>
<td>Steering - power assisted with reservoir</td>
</tr>
<tr>
<td>1.7</td>
<td>Tires – Front &amp; Rear - All-season</td>
</tr>
</tbody>
</table>
1.8 Spare Wheel, mounted: Tire size and type shall be the same type as furnished on the vehicle series.

1.9 Wheelbase - 169 inch (approx.) minimum

1.10 Wheels - standard steel wheels & covers/trim

**Power Train**

2.1 Cooling System - Manufacturer’s largest capacity/heavy-duty with external engine oil cooler if available.

2.2 Engine - gasoline, V8, rated at a minimum 300 Horsepower; the engine must qualify the truck as being EPA certified as a LEV (Low Emission Vehicle) or ULEV (Ultra Low Emission Vehicle)

2.2 Transmission – minimum 4-speed automatic with overdrive; Heavy-duty type with external transmission oil cooler if available.

**Body Exterior**

3.1 Conventional cab

3.2 Electric powered exterior mirrors (One (1) right and one (1) left), each equipped with a separate spot mirror

3.3 Exterior color – Silver/Grey, manufacturer’s standard durable paint and clear coat

3.4 Exterior doors to be equipped with key locks and power interior locks

3.5 Front tow hooks

3.6 Standard front bumper

3.7 Tinted glass

3.8 Windshield wipers - dual, intermittent speed, electric with windshield washers

**Body Interior**

4.1 Air Conditioning- Manufacturer’s standard.

4.2 Air Bags - Manufacturer’s standard to include side curtain/impact airbags if available from manufacturer

4.3 AM/FM CD Radio - Manufacturer’s standard.

4.4 Auxiliary Power Outlet – Required- with USB changing if available.

4.5 Bluetooth Wireless Communication: Manufacturer’s standard, where available.

4.6 Cloth headliner

4.7 Driver and passenger sun visors

4.8 Floor Covering - vinyl/rubber floor

4.9 Fully wired with factory switches for strobes and spot lights. Minimum of 5 switches located above the rear view mirror.

4.10 Heavy-duty full floor mat

4.11 Instrumentation - Manufacturer's full gauge package, if available

4.12 Interior center mounted day/night rear view mirror

4.13 Interior dome light, door activated

4.14 Keyless Entry (if available)

4.15 Luggage/Cargo Compartment Light – Automatic
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<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>4.16</td>
<td>Power Package: Includes power windows, power locks, power mirrors, cruise control, and tilt steering wheel.</td>
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<tr>
<td>4.17</td>
<td>Rear Parking Aid, if available</td>
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<tr>
<td>4.18</td>
<td>Seats – standard bench seat, maximum 3 passengers (including driver), manufacturer’s standard cloth type.</td>
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<tr>
<td>4.19</td>
<td>Trailer brake adjustable controls</td>
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<tr>
<td><strong>Bed</strong></td>
<td></td>
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<tr>
<td>5.1</td>
<td>Bed - 12’ by 8’ flat contractor bed with Headache/Bulkhead and 14” removable sides and swing-down rear gate</td>
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</tr>
<tr>
<td>5.2</td>
<td>Entire bed floor to have black spray-on polyurethane lining, ¼” thick</td>
<td></td>
</tr>
<tr>
<td>5.3</td>
<td>One tool/storage box suspended under each side of the bed (4’ long, 16” tall, 16” deep; box interior to have black spray-on polyurethane lining, ¼” thick)</td>
<td></td>
</tr>
<tr>
<td>5.4</td>
<td>Right and left mud flaps</td>
<td></td>
</tr>
<tr>
<td>5.5</td>
<td>Truck shall be equipped with Hide-a-way strobe kit for the front and rear taillights or approved equal. (1) – Factory switch to control the strobe lights.</td>
<td></td>
</tr>
<tr>
<td>5.6</td>
<td>Two rung ladder welded to curbside of the bed (right rear location)</td>
<td></td>
</tr>
<tr>
<td>5.7</td>
<td>54” LED Lightbar with safety director capabilities and controller to installed on the front of bed.</td>
<td></td>
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<tr>
<td>5.8</td>
<td>Each corner of the headache/bulkhead will have one (1) spot/work light installed high on each side of the corners.</td>
<td></td>
</tr>
<tr>
<td>5.9</td>
<td>Install truck style hitch receiver in bed. Include hitch with 3” drop and 2-5/16” ball</td>
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<tr>
<td>5.10</td>
<td>Install combination trailer wiring receptacle to accept four wire flat or heavy duty receptacle for electric brakes</td>
<td></td>
</tr>
<tr>
<td><strong>Manuals &amp; Schematics</strong></td>
<td></td>
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<tr>
<td>6.1</td>
<td>Any manuals that cover added equipment will be furnished to Trinity Metro maintenance shop.</td>
<td></td>
</tr>
<tr>
<td>6.2</td>
<td>Two sets of factory manuals from the truck manufacturer will be supplied which cover complete power train, chassis operation, wiring, maintenance and rebuild.</td>
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<tr>
<td><strong>Warranty &amp; Delivery</strong></td>
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<tr>
<td>7.1</td>
<td>All accessories and equipment added to the standard truck shall be covered under warranty for a minimum of 1 year/12,000 mile.</td>
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<tr>
<td>7.2</td>
<td>Standard manufacturer’s warranty, minimum 3 year/36,000 mile, shall be provided.</td>
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<tr>
<td><strong>Other</strong></td>
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<tr>
<td>8.1</td>
<td>Five (5) Set of Keys per vehicle must be included at time of delivery.</td>
<td></td>
</tr>
<tr>
<td>ITEM B</td>
<td>Description/Specifications</td>
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<tr>
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<td></td>
</tr>
<tr>
<td>QTY: 1</td>
<td><strong>Medium Duty Rated Truck with Flat Bed and Equipment</strong></td>
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<tr>
<td><strong>General</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| **Chassis** | 1.1 Payload capacity – 8,000 lb. (approx.)  
1.2 Wheelbase - 160 inch (approx.)  
1.3 Fuel tank - 30 gallon minimum capacity  
1.4 Brake system - front disc/rear drum or front/rear disc with anti-lock braking  
1.5 Steering - power assisted with reservoir  
1.6 Electrical - maintenance free battery, 700 cca minimum; 130 amp alternator  
1.7 Tires – dual rear wheels & tires; one spare tire & wheel  
1.8 Wheels - standard steel wheels & covers/trim |
| **Power Train** | 2.1 Engine – gasoline or diesel, rated at a minimum 300 Horsepower  
2.2 Transmission - 4-speed or 5-speed automatic with overdrive  
2.3 Radiator - heaviest available with coolant recovery kit |
| **Body Exterior** | 3.1 Conventional cab  
3.2 Exterior color – silver/grey, manufacturer’s standard durable paint and clear coat  
3.3 Tinted glass  
3.4 One (1) right and one (1) left heavy-duty exterior mirror, each equipped with a separate spot mirror  
3.5 Windshield wipers - dual, intermittent speed, electric with windshield washers  
3.6 Exterior doors to be equipped with key locks and power interior locks  
3.7 Front bumper to have a heavy duty push guard/bumper for pushing buses; heavy-duty rear bumper  
3.8 Front and Rear tow hooks |
| **Body Interior** | 4.1 Seating - bench style seat with vinyl covering  
4.2 Standard factory installed air conditioning; standard heater and defroster  
4.3 Interior dome light, door activated  
4.4 Interior color - gray or blue  
4.5 Driver and passenger sun visors |
### Purchase of Vehicles

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<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>4.6</td>
<td>Standard factory door locks and window controls</td>
</tr>
<tr>
<td>4.7</td>
<td>Right and left arm rests not required</td>
</tr>
<tr>
<td>4.8</td>
<td>Heavy-duty black full floor mat</td>
</tr>
<tr>
<td>4.9</td>
<td>Instrumentation - oil pressure gauge, coolant temperature gauge, voltage meter, fuel gauge, engine tachometer, standard warning lights</td>
</tr>
<tr>
<td>4.10</td>
<td>Interior center mounted day/night rear view mirror</td>
</tr>
<tr>
<td>4.11</td>
<td>Standard factory headliner</td>
</tr>
<tr>
<td>4.12</td>
<td>Tilt steering wheel</td>
</tr>
<tr>
<td>4.13</td>
<td>No AM/FM radio or speakers required</td>
</tr>
</tbody>
</table>

#### Bed Equipment

A 54” LED Lightbar with safety director capabilities and a controller to be installed on the front of bed. Truck shall be equipped with Hide-a-way strobe kit for the front and rear taillights or approved equal. (1) – Factory switch to control the strobe lights.

Flatbed measures 12' x 7'7” floor.

One remote engine driven, reciprocating compressor such as Ingersoll-Rand, Type 30, 16 HP engine, with 60 gallon air reservoir will be mounted on the bed of the truck. The compressor must be able to sustain a delivery of no less than 70 cfm. The compressor will be covered to provide protection from weather. *Note: A screw compressor is acceptable, as long as there is a 50-gallon tank and at least a 70 CFM supply by volume.*

Engine shall be a Briggs & Stratton (industrial duty) or Onan and operate on gasoline. The compressor shall be started by a remotely located control and or switches located on the curb side of the vehicle. The air reservoir will be equipped with a shutoff valve and will be connected to a Lincoln brand wind-up reel with 50' of 3/4” air hose.

All equipment on this vehicle shall be able to be operated from the curb side of the vehicle. All switches and control knobs will be located in a curb-side toolbox while the exposed sides of the controls are protected from the weather.

A Tommy Lift power tail gate shall be installed on the rear of the bed. The power lift tail gate shall be a minimum 84" by 30". Minimum lift requirements are to be ¾ ton lifting ability, or 1500 lbs in details.

The layout of all equipment on the bed shall be arranged in respect to the provided diagram. Approval of equipment placement must be coordinated with and obtained from Trinity Metro Bus shop personnel prior to final installation. All equipment must be included in the space provided.
The tire storage rack and the floor jack storage areas are to have locking bars that are hinged for placement and secured by locking pins and chains. These bars are to ensure that the tire and wheel assemblies as well as the floor jacks stay secure while the service truck is being operated on the roadways.

<table>
<thead>
<tr>
<th>Fluid Tanks, Pumps and Reels</th>
</tr>
</thead>
<tbody>
<tr>
<td>One (1) fifty gallon capacity fluid reservoir for coolant, steel construction. Equipped with vent and top fill cap.</td>
</tr>
<tr>
<td>A 12 VDC rotary vane pump shall be attached to the coolant reservoir. The pump shall be UL listed, 1/4 H.P. An on/off switch for the pump shall be located near the coolant hose reel.</td>
</tr>
<tr>
<td>The coolant reservoir and pump shall be attached to a hose reel with 50 feet of high quality 3/4&quot; rubber reinforced hose with a non-metered, positive shut-off dispenser gun. The hose reel shall be a manual roll-out and retract design type.</td>
</tr>
<tr>
<td>One (1) twenty gallon capacity fluid reservoir for transmission fluid, steel construction. Equipped with vent and top fill cap.</td>
</tr>
<tr>
<td>A 12 VDC rotary vane pump shall be attached to the transmission fluid reservoir. The pump shall be UL listed, 1/4 H.P. An on/off switch for the pump shall be located near the transmission fluid hose reel.</td>
</tr>
<tr>
<td>The transmission fluid reservoir and pump shall be attached to a hose reel with 50 feet of high quality 3/4&quot; rubber reinforced hose with a non-metered, positive shut-off dispenser gun. The hose reel shall be a manual roll-out and retract design type.</td>
</tr>
<tr>
<td>One (1) twenty gallon capacity fluid reservoir for engine oil, steel construction. Equipped with vent and top fill cap.</td>
</tr>
<tr>
<td>A 12 VDC rotary vane pump shall be attached to the engine oil reservoir. The pump shall be UL listed, 1/4 H.P. An on/off switch for the pump shall be located near the engine oil hose reel.</td>
</tr>
<tr>
<td>The engine oil reservoir and pump shall be attached to a hose reel with 50 feet of high quality 3/4&quot; rubber reinforced hose with a non-metered, positive shut-off dispenser gun. The hose reel shall be a manual roll-out and retract design type.</td>
</tr>
</tbody>
</table>
The “used side of cleanup” and “new product side for cleanup” is to be the curb side, or passenger side of the vehicle for safety reasons.
CNG FUEL SYSTEM REQUIREMENTS

CNG fueling operation shall work at a system rated pressure of 3600 psi. A remote panel shall be installed to allow remote refueling of CNG vehicles in emergency situations.

One (1) 19" X 78" CNG cylinder to be mounted on the service bed behind the cab. The CNG cylinder will be fully protected by a steel frame with diamond pattern punched steel screen covering.

The fuel cylinder must be manufactured to comply with Texas Railroad Commission standards and be mounted in such a manner as to comply with regulations established by the Texas Railroad Commission. This includes pressure relief valves, temperature relief valves and shut-off valves. Cylinders shall be mounted using steel brackets which resist crash forces of 8g in any direction.

Refueling connection shall be a Sherex/OPW Part # CL5078. A backflow check valve shall be installed between the fueling device and the fuel cylinders. The fueling connection will not be considered a check valve.

A remote fueling panel used for downloading of CNG to vehicles from the service truck shall be on the curbside of the bed. The panel must contain fuel pressure gauges, cylinder isolation valves, a download valve, and all necessary check valves and equipment for safe transfer of CNG. All valves and gauges on the panel must be permanently labeled as to their function.

Tubing shall be 3/8" seamless stainless steel with Swedgelock multi-ferrule compression fittings.

A manual quarter turn shutoff valve shall be installed in an accessible location which will allow isolation of cylinders from remainder of fuel system.

Fuel pressure gauge shall be installed on the remote panel that shows the pressure within the cylinders. The gauge shall be a manual type gauge and shall read up to 5000 psi.

All appropriate CNG decals will be installed.

The Texas Railroad Commission form 1503 must be filled out completely and
submitted to The Texas Railroad Commission and Trinity Metro upon completion of the CNG system.

**Manuals & Schematics**

Two sets of wiring diagrams will be supplied which show circuits and intercepts of any equipment added to the original chassis.

Any manuals which cover added equipment such as the air compressor, engine, lift gate, etc. will be furnished to the Trinity Metro Bus shop personnel.

If available, all manuals and schematics, will be provided on a flash drive along with the hard copies.

<table>
<thead>
<tr>
<th>ITEM C</th>
<th>Description/Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>QTY: 3</td>
<td></td>
</tr>
<tr>
<td><strong>General</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Chassis</strong></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Brake system - Power Brakes, ABS (Required): Manufacturer's standard; front disc</td>
</tr>
<tr>
<td>1.2</td>
<td>Drivetrains – Any Wheel Drive Option Will Be Acceptable (i.e. all wheel drive)</td>
</tr>
<tr>
<td>1.3</td>
<td>Electrical Battery - maintenance free</td>
</tr>
<tr>
<td>1.4</td>
<td>Electronic Stability Control: preferred</td>
</tr>
<tr>
<td>1.5</td>
<td>Fuel tank - Manufacturer's standard</td>
</tr>
<tr>
<td>1.6</td>
<td>Power Steering - Manufacturer's standard</td>
</tr>
<tr>
<td>1.7</td>
<td>Tires – Front &amp; Rear - All-season</td>
</tr>
<tr>
<td>1.8</td>
<td>Spare Wheel, mounted: Tire size and type shall be the same type as furnished on the vehicle series.</td>
</tr>
<tr>
<td>1.9</td>
<td>Wheelbase – 148” approx.</td>
</tr>
<tr>
<td>1.10</td>
<td>Wheel Covers/Hub Caps - Manufacturer's full size steel wheel with plastic wheel covers unless vehicle is equipped with styled aluminum wheels as standard.</td>
</tr>
<tr>
<td><strong>Power Train</strong></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Cooling System - Manufacturer's largest capacity/heavy-duty with external engine oil cooler if available.</td>
</tr>
<tr>
<td>2.2</td>
<td>Engine – V-6, or V-8</td>
</tr>
<tr>
<td>2.3</td>
<td>Fuel Type - Gasoline</td>
</tr>
<tr>
<td>2.4</td>
<td>Transmission – Minimum 4-speed automatic with overdrive; Heavy-duty type with external transmission oil cooler if available.</td>
</tr>
<tr>
<td><strong>Body Exterior</strong></td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td>Exterior color - Silver, manufacturer’s standard durable paint and clear coat</td>
</tr>
<tr>
<td>3.2</td>
<td>Exterior doors to be equipped with key locks and power interior locks</td>
</tr>
<tr>
<td>3.3</td>
<td>Body type – cargo van</td>
</tr>
<tr>
<td>3.4</td>
<td>Overall Height – 110 inches approx.</td>
</tr>
<tr>
<td>3.5</td>
<td>Powered exterior mirror, each equipped with a separate spot mirror if available</td>
</tr>
<tr>
<td>3.6</td>
<td>Front bumper – manufacturers’ standard</td>
</tr>
<tr>
<td>3.7</td>
<td>Heavy duty rear bumper</td>
</tr>
<tr>
<td>3.8</td>
<td>Tinted glass</td>
</tr>
<tr>
<td>3.9</td>
<td>Windshield wipers – dual, intermittent speed, electric with windshield washers</td>
</tr>
<tr>
<td>3.10</td>
<td>Back up alarm if available</td>
</tr>
</tbody>
</table>

**Body Interior**

| 3.8 | Air Conditioning: Front/Rear Aux AC and Heater (driver controlled). |
| 3.9 | Air Bags - Manufacturer’s standard to include side curtain/impact airbags if available from manufacturer |
| 3.10 | AM/FM CD Radio - Manufacturer's standard. |
| 3.11 | Auxiliary Power Outlet – Required- with USB charging if available. |
| 3.12 | Bluetooth Wireless Communication: Manufacturer’s standard, where available. |
| 3.13 | Cloth headliner |
| 3.14 | Driver and passenger sun visors |
| 3.15 | Floor Covering, Carpet - OEM installed. Floor shall be covered with manufacturers’ standard carpet. (Option for vinyl/rubber floor.) |
| 3.16 | Heavy-duty full floor mat |
| 3.17 | Instrumentation - Manufacturer’s full gauge package, if available |
| 3.18 | Interior center mounted day/night rear view mirror |
| 3.19 | Interior dome light, door activated |
| 3.20 | Keys - 3 sets |
| 3.21 | Keyless Entry – with 3 Key Fobs |
| 3.22 | Luggage/Cargo Compartment Light – Automatic |
| 3.23 | Power Package: Includes power windows, power locks, power mirrors, cruise control, and tilt steering wheel. |
| 3.24 | Rear Parking Aid, if available |
| 3.25 | Seats - bucket style front, manufacturer’s standard cloth type. |

**Manuals & Schematics**

| 5.1 | Two (2) sets of factory manuals from the truck manufacturer will be supplied which cover complete power train, chassis operation, wiring schematics, maintenance and rebuild. |
| 5.2 | Any manuals that cover added equipment will be furnished to the maintenance shop. |

**Warranty & Delivery**

| 6.1 | Standard manufacturer’s warranty, minimum 3 year/36,000 miles, shall be provided. |
| 6.2 | All accessories and equipment added shall be covered under warranty for a minimum of 1 year/12,000 miles. |
Final Acceptance

Payment for the vehicles will be made after final acceptance by FWTA and compliance with above specifications. Manufacturer's Statement of Origin shall accompany vehicle and shall be properly filled out with respect to odometer reading.

3. **Delivery**

All deliveries and pick up must be within the hours of 8 a.m. and 3 p.m. Monday- Friday. FWTA Receiving department will verify and sign receiving and pick up documents. FWTA Receiving department is located at:

**Fort Worth Transportation Authority**
Attn: Receiving Department
1601 E. El Paso St.
Fort Worth, TX 76012
SP 000 Selection Procedure
Bids received after date and time specified in Section 2.0 are not eligible and shall not be considered for award of contract.
Award of contract shall be made to the responsive, responsible bidder whose Bid Documentation is compliant with the IFB requirements and has the lowest price. Notwithstanding any other provision of this IFB, FWTA Board of Directors expressly reserves the right to waive any immaterial defect or informality, reject any or all Bid Documentations, reissue or cancel the IFB.

SP 001 Contract Type
This is a firm fixed price Contract. Contractor shall perform and complete the Work in accordance with the terms and conditions and for the price stipulated in the Contract.

SP 003 Period of Performance
All work required under this Contract shall be completed as indicated in the scope of work.

SP 004 Liquidated Damages (Not Used)

SP 005 Coordination With Other Contracts
Contractor has an express obligation and duty to coordinate its work with the work of other contractors if applicable.

SP 006 Binding Contract Criteria
The criteria specified in the Invitation for Bid (IFB) are binding Contract criteria. If, after award, a conflict is discovered between the IFB requirements and Contractor’s bid, the IFB criteria shall govern. The only exception to the previous sentence would be if there is a written and signed agreement between Contractor and FWTA waiving a specific requirement.

SP 009 Goals for Disadvantaged Business Enterprises
Contractor shall be required to demonstrate a commitment to disadvantaged business enterprises participation in the Project. DBE Goal for this Solicitation is: 5% minimum DBE participation. Contractor will be required to use its best efforts, in good faith and on a reasonable basis, to achieve and to maintain the goal throughout the construction of the Project.

SP 011 Safety
Contractor shall comply with applicable safety rules and regulations.

SP 012 Evaluation of Bids
Any bid may be rejected if FWTA determines that it is unreasonable as to price. Unreasonableness of price includes not only the total price of the bid, but the prices for individual items as well. All firms submitting a bid must also be determined that they are responsive and responsible.
SECTION 6 FEDERAL CONTRACT AND OTHER REQUIREMENTS

8.1 No Obligation by the Federal Government.

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

2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

8.2 Program Fraud and False or Fraudulent Statements or Related Acts.

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

8.3 Access to Records.

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

2. The Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor’s records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

3. Where the Purchaser is a State and is the FTA
Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor’s records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

4. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

5. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

6. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

7. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(j)(11).

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

8.4 Federal Changes.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

8.5 Civil Rights (EEO, Title VI & ADA).

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

2. **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, 'Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,' 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

8.6 Incorporation of FTA Terms.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause The Fort Worth Transportation Authority to be in violation of the FTA terms and conditions.

8.7 Buy America

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

8.8 Energy Conservation.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
8.9 Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and shall include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by the Fort Worth Transportation Authority. If it is later determined that the bidder or bidder knowingly rendered an erroneous certification, in addition to remedies available to the Fort Worth Transportation Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8.10 Disadvantaged Business Enterprise

(a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient’s overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

(b) The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. 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 municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(c) If a separate contract goal has been established, Bidders/offers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

(d) If no separate contract goal has been established, the successful bidder/offor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(e) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 10 working days after the contractor’s receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 10 working days after the subcontractor’s work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 10 working days after incremental acceptance of the subcontractor’s work by the recipient and contractor’s receipt of the partial retainage payment related to the subcontractor’s work.

The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.
IFB 20-T013

8.11 Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Fort Worth Transportation Authority’s CEO/President. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the CEO/President. 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 FWTA authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

8.11.1 Performance During Dispute - Unless otherwise directed by the Fort Worth Transportation Authority, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

8.12 Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

8.13 Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Fort Worth Transportation Authority 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.

8.14 Rights and Remedies

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Fort Worth Transportation Authority, Architect 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.

8.15 Termination

Termination for Convenience

A. Whenever the interests of Trinity Metro may so require, Trinity Metro may terminate performance of work under the Contract in whole, or from time to time, in part for Trinity Metro’s convenience. Trinity Metro shall exercise its right to terminate for convenience by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date.

B. After receipt of a Notice of Termination under this Section, and except as required by Trinity Metro, Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting any amounts due under this clause:

1. Stop work as specified in the notice;

2. Place no further subcontracts or orders (referred to as subcontracts in this clause) for Materials, services, or facilities, except as necessary to finally complete the continued portion of the Contract;

3. Terminate all subcontracts or orders to the extent they relate to the work terminated;

4. If Contractor and Trinity Metro fail to agree on the whole amount of costs to be paid because of the termination of work, Trinity Metro shall determine, on the basis of information available, the amount, if any, due Contractor, and shall pay the amount determined as follows:

5. All costs reimbursable under the Contract, not previously paid, for the performance of the Contract before the effective date of the termination, and part of those that may continue for a reasonable time with the approval of or as directed by Trinity Metro, however, Contractor shall discontinue those costs as rapidly as
practicable.

6. The costs of settling and paying termination settlement bids under terminated subcontracts that are properly chargeable to the terminated portion of the Contract, if not included in subparagraph (1) above.

7. The reasonable costs of settlement of the Work terminated, including the following costs:

a. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement bids and supporting data;

b. The termination and settlement of subcontracts;

Termination for Default

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Trinity Metro may terminate this contract for default. Trinity Metro shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.


Contractors who apply or bid for an award of $100,000 or more shall file the certification required (Attachment C) by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the Fort Worth Transportation Authority.

8.17 Clean Air

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Fort Worth Transportation Authority and understands and agrees that the Fort Worth Transportation Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

8.18 Clean Water

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Fort Worth Transportation Authority and understands and agrees that the Fort Worth Transportation Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

8.19 Electronic and Information Technology

The Fort Worth Transportation Authority agrees that reports or information it provides to or on behalf of the Federal Government will use electronic or information technology that complies with the accessibility requirements of:

(1) Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and

SECTION 7 Disadvantaged, Minority and Women Business Enterprise (D/M/WBE)

FWTA has a policy to involve Disadvantaged Business Enterprises (DBEs) to the maximum extent feasible in all phases of its procurement practices. Furthermore, FWTA is expanding its underutilized business outreach for this solicitation adding a goal for utilizing of Minority and Women owned business enterprises (M/WBEs), in addition to the DBE goal. FWTA’s DBE Program, Certification and Utilization forms are included in Section 10. Certification and utilization forms for M/WBEs are also included in Section 10. DBE and M/WBE firms are encouraged to respond to this RFP, and joint ventures with DBE and M/WBE firms are also encouraged.

DBE Goal for this Solicitation is: 5% minimum DBE participation

Policy Statement. It is the policy of the Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

TO ATTAIN THESE POLICY OBJECTIVES, THE T HAS SET DBE SUBCONTRACTING GOALS FOR DBE SUBCONTRACT PARTICIPATION. EACH INVITATION FOR BID (IFB) OR REQUEST FOR PROPOSAL (RFP) WILL SPECIFY WHAT THE DBE SUBCONTRACTING GOAL IS FOR THAT PROCUREMENT.

DBE Obligation. The Fort Worth Transportation Authority and its contractors agree to ensure that DBEs as defined in 49 CFR Part 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, FWTA and its contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the opportunity to compete for and perform contracts. The Fort Worth Transportation Authority and its contractors shall not discriminate on the basis of race, color, religion, sex, age or national origin, in the award and performance of DOT-assisted contracts.

Disadvantaged Business Enterprise (DBE) DBEs are for-profit small business concerns where socially and economically disadvantaged individuals own at least a 51% interest and control management and daily business operations.

African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans and women are presumed to be socially and economically disadvantaged.

Other individuals can be characterized as socially and economically disadvantaged on a case-by-case basis.

To participate in the program, a small business owned and controlled by socially and economically disadvantaged individuals must receive DBE certification from their relevant state or local transportation agency. NOTE: this is not a federal certification and is not applicable to federal contracts.

Irrespective of the size standard, a firm cannot exceed the size of $23.98 million and still be seen as a Disadvantaged Business Enterprise. This size limit is periodically adjusted for inflation.

DBE Businesses must be certified. FWTA’s local certifying agency is the North Central Texas Regional Certification Agency (NCTRCA), but FWTA will accept DBE certifications listed on the Texas Unified Certification Program (TUCP) website.

Only currently certified DBE firms can be used to meet DBE goals, and all involved DBE
contractors and subcontractors must be certified prior to award of the project.

**M/WBE Participation.** FWTA and Bidder agree to ensure that M/WBEs have the opportunity to participate in the performance of this contract and subcontracts. In this regard, FWTA and Bidder shall take all necessary and reasonable steps to ensure that M/WBEs have the opportunity to compete for and perform on this contract. FWTA and Bidder shall not discriminate on the basis of race, color, religion, sex, age or national origin, in the award and performance of this contract.

**Minority and Women Business Enterprise (M/WBE).** M/WBEs are for-profit business concerns. Businesses seeking to qualify as an M/WBE must meet the following criteria:

- 51 percent of owners or shareholders must be women or individuals from minority groups as defined by the NCTRCA certification guidelines.
- Day-to-day operations must be controlled by one or more of these individuals
- Businesses must be located in the marketplace or doing business in the marketplace at the time of bid opening or during negotiations related to proposals

M/WBE Businesses must be certified. FWTA’s local certification agency is the North Central Texas Regional Certification Agency (NCTRCA), but FWTA will accept M/WBE certifications by other recognized certifying agencies.

Only currently certified firms can be used to meet M/WBE goals, and all involved M/WBE contractors and subcontractors must be certified prior to award of the project.

Failure to achieve DBE and M/WBE contract goals. If the contractor fails to carry out the contract utilizing at least the same percentage of DBE and/or M/WBE participation shown on its successful bid or proposal, the contract payments may be reduced at FWTA’s option as a liquidated damage, and not as a penalty, by the amount equal to the mathematical dollar difference between the total contract amount multiplied by the DBE and/or M/WBE percentage goal and the actual dollar amount of documented DBE and/or M/WBE participation in the contract. However, any authorized adjustment in the percentage of DBE and/or M/WBE participation approved by FWTA may be substituted in this formula for the DBE and/or M/WBE percentage goal as originally established.

**Exception.** Where the contract will be for procurement of a standard manufactured item or other similar procurement not open to subcontracting opportunities, and no certified DBE has submitted a bid, FWTA may consider a bid which does not fully comply with the DBE requirements.

The Fort Worth Transportation Authority has a written document that fully describes its DBE policy and program. The document is available upon request from FWTA DBE Administrator, 1600 East Lancaster Avenue, Fort Worth, Texas 76102-6720.

**DBE ASSISTANCE ORGANIZATIONS** FWTA can provide assistance in identification of DBE firms:

Fort Worth Transportation Authority

ATTN: Contract Administration and Procurement

801 Cherry Street

Fort Worth, Texas 76102-6720

(817) 215-8760
The NCTRCA provides certification services the other agencies listed provide business support services and technical assistance. DBE and M/WBE lists should be requested from FWTA:

North Central Texas Regional Certification Agency (NCTRCA)
624 Six Flags Drive, Suite #100
Arlington, TX 76011
(817) 640-0606 (Office), (817) 640-6315 (Fax)
Email: mail@nctrca.org
www.nctrca.org

5th Floor, Suite 550
Dallas, TX 75247
Phone: (214) 630-0747
Fax: (214) 637-2241
Email: admin@dfwmsdc.com

Texas Unified Certification Program
www.dot.state.tx.us/business/tucpinfo.htm

Tarrant County Asian American Chamber of Commerce
202 E. Border Street, Suite #104
Arlington, Texas 76010
anationalmortg@aol.com
www.tcaacc.com

Fort Worth Hispanic Chamber of Commerce
1327 North Main Street
Fort Worth, Texas 76164
(817) 625-5411
(817) 625-1405 FAX
www.fwhcc.org

Fort Worth Metropolitan Black Chamber of Commerce
1150 South Freeway, Suite 211
Fort Worth, Texas 76104
(817) 871-6538
(817) 332-6438 FAX
www.fwmbcc.org

Fort Worth Business Assistance Center (BAC)
1150 South Freeway
Fort Worth, Texas 76104
(817) 871-6001
(817) 871-6031 FAX
www.fwbac.com

American Indian Chamber of Texas
11245 Indian Trl
Dallas, Texas 75229
(972) 241-6450

Dallas/Fort Worth Minority Supplier Development Council
8828 N. Stemmons Freeway
A. Compliance Requirements

Compliance with the DBE Policy and Program, and the additional project specific M/WBE goals of FWTA is essential in order for Proposer to be eligible for the contract under this solicitation. Compliance consists of: (a) meeting or exceeding the DBE and M/WBE percentage participation goals established for this solicitation; (b) demonstrating good faith efforts to meet such participation goals; or (c) demonstrating that the solicitation comes within the exception to the DBE and M/WBE percentage participation goals as being a procurement for a standard manufactured item, or other similar procurement not open to subcontracting opportunities.

In order to demonstrate compliance through its "good faith efforts" to obtain the DBE and M/WBE percentage participation goals, Proposer must submit with its bid sufficient information to enable FWTA to determine that the efforts made by Proposer to obtain DBE and M/WBE participation were such efforts that Proposer actively and aggressively sought to meet the goals. Actions or efforts which are merely "pro forma" or "going through the motions" do not constitute good faith efforts to obtain the participation of DBEs and M/WBEs. Similarly, even efforts which are sincerely motivated but which, given all circumstances relevant to the particular solicitation, could not be reasonably expected to produce a level of DBE and M/WBE participation sufficient to meet the goals do not constitute good faith efforts. In determining whether Proposer has made a good faith effort to obtain the DBE and M/WBE participation percentage goals, FWTA will not only look at the kinds of efforts that Proposer has made, but also the quality and intensity of these efforts.

To assist FWTA in making the required judgment concerning fulfillment of good faith efforts, the Department of Transportation has prepared a list illustrating the kinds of actions which would indicate that Proposer has made a good faith effort. These kinds of efforts include:

1) Proposer attended pre-bid meetings scheduled by FWTA to inform DBEs and M/WBEs of contracting and subcontracting opportunities;

2) Proposer selected portions of the work to be performed by certified DBEs and MWBEs in order to increase the likelihood of meeting the DBE and M/WBE goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE and M/WBE participation);

3) Proposer advertised in general circulation, trade association, and/or minority focus medial concerning the subcontracting opportunities;

4) Proposer provided written notice to a reasonable number of specified DBEs and M/WBEs that their interest in the procurement was being solicited, in sufficient time to allow such DBEs and M/WBEs to participate effectively;

5) Proposer followed up initial solicitations of interest by contacting DBEs and M/WBEs to determine with certainty whether the DBEs and M/WBEs were interested;

6) Proposer provided interested DBEs and M/WBEs with adequate information about the plans, specifications, and requirement of
the solicitation;

7) Proposer negotiated in good faith with interested DBEs and M/WBEs, not rejecting DBEs and M/WBEs as unqualified without sound reasons based on their investigation of the capabilities;

8) Proposer made efforts to assist interested DBEs and M/WBEs in obtaining bonding, lines of credit, or insurance required by FWTA or Proposer;

9) Proposer effectively used the services of available minority community organizations; minority contractor groups; local, state and federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs and M/WBEs (such as those Assistance Organizations listed above).

This is not intended to be an inventory or checklist. DOT does not require FWTA to insist that Proposer do any particular one or any combination of the items on this list. It is not intended to be an exclusive or exhaustive list of all actions Proposer, acting in good faith actively and aggressively seeking to obtain DBE and M/WBE participation, would make. Other types of efforts or factors may be relevant in appropriate cases.

B. Compliance Documentation

In order to demonstrate compliance with FWTA DBE Policy and Program and the additional project specific M/WBE goals, it is essential that full documentation be submitted at the time of the bid. This documentation consists of completion of the relevant statements appearing in Section 10 Representations and Certifications of this bid packet, and attaching additional relevant documentation and information where specified.

FWTA DBE and M/WBE COMPLIANCE STATEMENTS (Forms F-2 and F-6) and FWTA SCHEDULE OF DBE and M/WBE UTILIZATION (Forms F-3 and F-7) must be completed by Bidder. FWTA GOOD FAITH EFFORT DOCUMENTATION (Forms F-4 and F-5) must also be completed by bidder if it does not meet the DBE and M/WBE percentage participation goals established for this procurement but who wishes to show that it complies with the policy and program because of having made "good faith efforts" to meet those goals.

If bidder believes that its proposal meets the exception to the DBE Policy and Program and the additional M/WBE goals as being one for the procurement of a standard manufactured item or other similar procurement not open to subcontracting opportunities must, in addition, fully explain the facts on which it bases its belief that this solicitation meets the terms of that exception. Some space at the bottom of the DBE and M/WBE Compliance Form (above the signature lines entitled “Exception Information”) has been provided for exception information. If additional space is needed to provide complete exception information, please attach additional sheets titled “The DBE and M/WBE Compliance Statement Exception Information.”

C. Counting Participation Toward Meeting DBE Goal

DBE participation shall be counted toward meeting goals set in accordance with DOT’s DBE regulations at 49 CFR Part 26 and FWTA’s program as follows:

1) Once a firm is determined to be a certified DBE in accordance with the provisions specified in this program,
the total dollar value of the contract or subcontract awarded to it is counted toward the applicable goal, if the contract is a fixed price contract. For other types of contracts, only actual payments to the certified DBE will be counted toward the applicable goal.

2) FWTA or Proposer employing a certified DBE firm may count toward its goals a portion of the total dollar value of a contract with a joint venture eligible under the DBE eligibility criteria specified herein equal to the percentage of the ownership and control of the certified DBE partner in the joint venture.

3) FWTA or Proposer will count toward its goal only expenditures to certified DBEs that perform a commercially useful function in the work of a contract. A certified DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a certified DBE is performing a commercially useful function, FWTA or a contractor shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.

4) Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption to FWTA. FWTA’s decision on the rebuttal of this presumption is final, subject to review by the Department of Transportation in instances of DOT-assisted contracts.

D. Counting Participation Toward Meeting M/WBE Goal

M/WBE participation shall be counted toward meeting goals as follows:

1) Once a firm is determined to be a certified M/WBE in accordance with the provisions specified in this program, the total dollar value of the contract or subcontract awarded to it is counted toward the applicable goal, if the contract is a fixed price contract. For other types of contracts, only actual payments to the certified M/WBE will be counted toward the applicable goal.

2) FWTA or Proposer employing a certified M/WBE firm may count toward its goals a portion of the total dollar value of a contract with a joint venture eligible under the M/WBE eligibility criteria specified herein equal to the percentage of the ownership and control of the certified M/WBE partner in the joint venture.

3) FWTA or Proposer will count toward its goal only expenditures to certified M/WBEs that perform a commercially useful function in the work of a contract. A certified M/WBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a certified M/WBE
is performing a commercially useful function, FWTA or Proposer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.

4) Consistent with normal industry practices, an M/WBE may enter into subcontracts. If an M/WBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the M/WBE shall be presumed not to be performing a commercially useful function. The M/WBE may present evidence to rebut this presumption to FWTA. FWTA’s decision on the rebuttal of this presumption is final.

FWTA or Proposer may count toward its DBE or M/WBE goals expenditures for materials and supplies obtained from certified DBE or M/WBE suppliers and manufactures provided that the DBEs or M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. FWTA or Proposer may count its entire expenditure to a certified DBE or M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale). FWTA will count 60 percent of its expenditures to certified DBE or M/WBE suppliers that are not manufacturers, provided that such suppliers perform a commercially useful function in the supply process.
SECTION 9 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 - DBE Compliant Statement
F3 - Schedule of DBE Utilization
F4 - Good Faith Effort Documentation
F5 - Good Faith Effort Information Requests
F6 - M/WBE Compliance Statement
F7 - Schedule of M/WBE Utilization
F8 - Certification of Contractor Regarding Debarment, Suspension, and Other Responsibility Matters
F9 - Conflict of Interest Acknowledgement and Certification
F10 - Certification of Compliance with Restriction on Lobbying
F11 - Buy America Certification
F12 - Business Questionnaire & List of References
F13 - List of References for Similar Projects
F14 - Affidavit of Non-Collusion
F15 - Bid Form
F1- ATTACHMENTS AND AMENDMENTS

The undersigned acknowledges receipt of attachments and amendments for The Fort Worth Transportation’s solicitation IFB 20–T013 *Purchase of Vehicles*

ATTACHMENTS:

AMENDMENTS:

Failure to acknowledge receipt of all attachments and amendments may cause bidder/bidder to be considered nonresponsive to the solicitation.

Acknowledged receipt of each attachment and amendment shall be clearly established and included with the bid/bid response.

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F2 - DBE COMPLIANCE STATEMENT

(Check the statement which applies to your response.

1. ____ Offeror meets or exceeds DBE percentage participation goal established for this procurement. You must submit the SCHEDULE OF DBE UTILIZATION along with proposal. If you are a certified DBE, complete the first set of questions on SCHEDULE OF DBE UTILIZATION for yourself and submit NCTRCA certification number. Submit NCTRCA certification numbers for each DBE you intend to use.

2. ____ Bid does not meet the DBE percentage participation goal established for this procurement, but you have made bona fide good faith efforts to reach those goals. If this statement applies, you must submit the SCHEDULE OF DBE UTILIZATION and the DBE GOOD FAITH EFFORT DOCUMENTS along with bid, together with all other documentation of good faith efforts which you wish The T to consider in evaluating your bid. Only documentation submitted with bid will be considered. Submit NCTRCA certification numbers for each DBE you intend to use.

3. ____ Offeror does not have any DBE percentage participation for this procurement, BUT you believe this procurement meets the following exception to FWTA’s DBE Policy: “This solicitation is for the procurement of a standard manufactured item or other similar procurement with no subcontracting opportunities.” Firm should check Yes or No to both questions below and then explain in the exception information area below. Failure to provide an explanation may render the bid NON- RESPONSIVE. (Subcontracting opportunities include things like: delivery, assembly, installation, painting, supplies etc... Supplies are items purchased specifically for this procurement other than the standard manufactured item requested by the invitation for bid).
   a) Will you perform this entire contract without subcontractors? ___Yes ___No
   b) Will you perform this entire contract without suppliers? ___Yes ___No
   (If you answered no to either question above, please fully explain why you are seeking the exception. The existence of subcontractor and supplier opportunities usually indicate that option #2 and the Good Faith Effort Documents apply.)

EXCEPTION INFORMATION (If needed, attach additional sheets, titled “Exception Information”)

Authorized Signature __________________________ Name of Company (print) __________________________

Printed Signature and Title __________________________ Date __________________________

(Note: Failure to complete and return the DBE forms as indicated above, will result in rejection of the 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 FWTA work for a period of not exceeding six months).
F3- Schedule of DBE Utilization

List all DBE’s expected to participate in performing the contract resulting from this solicitation. If you have no DBE participation, but you are subcontracting (i.e. work, deliveries, transportation, parts and supplies, etc.) a portion of this procurement, then sign and date this form and completely and thoroughly fill out and sign the Good Faith Effort Documents.

NOTE: Any firm listed below must be certified by the NCTRCA and their corresponding certification number should be listed. The T will accept DBE Certifications from others within the Texas Unified Note: If Prime Contractor is a certified DBE complete first section below for self.

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Certification Program (TUCP). Please include Regional Certification (RCA) #’s in the space(s) below.

Note: If Prime Contractor is a certified DBE, complete first section below for “self”. 

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The undersigned will enter into a formal agreement with DBE Subcontractors for work listed above in this schedule, conditioned upon execution of a contract with The Fort Worth Transportation Authority.

________________________________________________________________________
Name of prime Contractor (print)

Bid Number: ____________________________

The undersigned will enter into a formal agreement with DBE Subcontractors for work listed above in this schedule conditioned upon execution of a contract with the Fort Worth Transportation Authority.

________________________________________________________________________
SIGNATURE __________________________ TITLE __________________________ DATE __________________________

(Offeror may make as many copies of this schedule as needed to list all DBE subcontractors that will be used on this contract)
F4 - GOOD FAITH EFFORT DOCUMENTATION

If the bidder did not meet or exceed the FWTA’s DBE subcontracting goal, then the bidder shall comply with the FWTA’s DBE policy by documenting that good faith efforts were made. Please check “Yes” or “No” below if you have completed the good faith effort form, attached any related support documents, and provided any additional information/support/clarification beyond that requested in the good faith effort documents. Providing additional information is the bidder’s responsibility to ensure that sufficient information is provided to the FWTA, so that good faith efforts can be comprehensively evaluated.

We (bidder) have: _______ Yes      _______ No

___ Completely filled out this good faith effort form with signature and date.

___ Attached any related supporting documents, and also

___ Provided any additional information and/or documents that we deemed necessary to support and/or clarify the good faith efforts that we made.

It is the bidder’s responsibility to correctly, accurately, and substantively provide all necessary information to the FWTA, at FWTA time of bid submission. The information provided by the bidder shall be sufficient enough for the FWTA to determine that the efforts made by the bidder to obtain DBE participation were such efforts that a bidder actively and aggressively seeking to meet those goals would make. Actions or efforts which are merely “pro forma” or “going through the motions” do not constitute good faith efforts to obtain the participation of DBE’s. The FWTA will look at the kinds of efforts the bidder has made, as well as the quality and intensity of those efforts.

This information will then be evaluated by The FWTA’s DBE Liaison or a designee of the FWTA for good faith effort compliance. Failure to comply will render the bid non-responsive.

Note: The DOT does not require The FWTA to insist that any bidder do any particular one or any combination of the items requested in DBE forms. It is not intended to be an exclusive or exhaustive list of all actions a bidder, acting in good faith, actively and aggressively seeking to obtain DBE participation would make. Other types of efforts or factors may be relevant in appropriate cases.
1. Please list each and every subcontracting and/or supplier opportunity which will be available in the completion of this project, regardless of whether it is to be provided by a DBE or non-DBE (use additional sheets, if needed).

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(Bidder may make as many copies of this page as needed).
2. Did you obtain a list of DBE firms from the FWTA’s DBE Department (a list may or may not have been included with the Invitation for Bid or Bid). If one was not included, or if additional lists are needed, they can be obtained from the DBE Department upon request.

YES_____________ NO_____________

3. Did you attend the pre-bid conference(s) scheduled by the FWTA?

YES_____________ NO_____________

Date of pre-bid: / / 

Did you request bids from DBEs that also attended the pre-bid conference?

YES_____________ NO_____________

DBE Firm/Person Contacted?

________________________________________

________________________________________________

4. Did you solicit bids from DBEs, within the subcontracting and/or supplier areas that you listed previously on question number 1. above by mail?

YES_____________ NO_____________

5. Did you solicit bids from DBEs, within the subcontracting and/or supplier areas that you listed previously on question number 1. by fax?

YES_____________ NO_____________

6. Did you solicit bids from DBEs, within the subcontracting and/or supplier areas that you listed previously on question number 1. above by telephone?

YES_____________ NO_____________

7. Did you solicit bids from DBEs, within the subcontracting and/or supplier areas that you listed previously on question number 1. above by some other means?

YES_____________ NO_____________

If yes, please explain.

8. Did you advertise in local newspapers?

YES_____________ NO_____________

If yes, then please attach a copy(s) of advertisements, with the date advertised and list the specific newspapers that were used.

9. Please provide the following information for every DBE firm that you contacted by any method or that initiated contact with you, but will not be used on this contract:

a. Attach a listing of every DBE firm that you solicited a bid from or that initiated contact with you to ask about and/or submit an unsolicited bid to you and include their mailing address, phone and fax numbers, the date that solicitations were sent, and the method that the solicitation was sent (i.e., mail, fax, phone, personal contact, etc.) and please provide a DBE contact name, if you have one.

b. Indicate the subcontracting area(s) that you solicited bids on from each DBE firm and/or the subcontracting area(s) for which each DBE firm submitted a bid to you, if different from what you solicited.
c. If DBE firms submitted bids, but those bids were rejected, provide an explanation for rejecting those bids and attach documentation to support the reason for rejecting the bid (i.e., letters, memos, DBE bid amount, telephone notes, meeting notes, etc.).

d. If a DBE firm bid was rejected because of price, then list the DBE firm’s bid price and the name and bid price of the subcontractor or supplier that you will use in lieu of the rejected DBE firm.

e. Indicate the number of times that follow-up contact was made with DBE firms after the initial solicitations of interest.

10. Did you contact all DBE firms that you solicited bids from in a timely manner such that the DBE firms had at least 10 days prior to the bid submission date to prepare and submit a bid to you?  
YES________________  NO________________  
If NO, please explain.

11. Did you negotiate in good faith with interested DBE firms by, for instance, providing timely information regarding plans and specifications, breaking down subcontracts into economically feasible units to facilitate DBE participation, maintaining accessible lines of communications, etc.? 
YES________________  NO________________

12. Did you assist interested DBE firms in obtaining bonding, lines of credit, or insurance required by the FWTA or by you as prime contractor?  
YES________________  NO________________

ADDITIONAL INFORMATION

Please provide any additional information and/or documents that you (the bidder) deem necessary to support and/or clarify that you made good faith efforts to meet the DBE subcontracting goal (be sure to attach any support documents).

_________________________________  ____________________________
Authorized Signature  Name of Company

_________________________________  ____________________________
Printed Signature and Title  Date

Note: Failure to complete and return the DBE forms as indicated above will result in rejection of the 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 the FWTA work for a period not exceeding six months.
F6 - M/WBE COMPLIANCE STATEMENT

Check the statement which applies to your response. Refer to Section M/WBE Instruction Program included in forms for explanation.

1. _____ Bidder meets or exceeds M/WBE percentage participation goal established for this procurement. You shall submit the Schedule of M/WBE Utilization along with bid. If you are a certified M/WBE, complete the first set of questions on Schedule of M/WBE Utilization for yourself and submit NCTRCA certification number. Submit NCTRCA certification numbers for each M/WBE you intend to use.

2. _____ Bid does not meet the M/WBE percentage participation goal established for this procurement, but you have made bona fide good faith efforts to reach those goals.

   If this statement applies, you shall submit the Schedule of M/WBE Utilization and the M/WBE Good Faith Effort Documents along with the bid/bid together with all other documentation of good faith efforts which you wish the FWTA to consider in evaluating your bid. Only documentation submitted with the bid will be considered. Submit NCTRCA certification numbers for each M/WBE you intend to use.

3. _____ Bidder does not have any M/WBE percentage participation for this procurement: “This solicitation is for the procurement of a standard manufactured item or other similar procurement with no subcontracting opportunities.” Firm shall check YES or NO to both questions below and then explain in the exception information below. Failure to provide an explanation may render the bid non-responsive (subcontracting opportunities include things like: delivery, assembly, installation, painting, supplies, etc. Supplies are items purchased specifically for this procurement other than the standard manufactured item requested by the invitation for bid).

   a. Will you perform this entire contract without subcontractors?
      YES_________________ NO_________________  

   b. Will you perform this entire contract without suppliers?
      YES_________________ NO_________________

If you answered no to either question above, please fully explain why you are seeking exception. The existence of subcontractor and supplier opportunities usually indicate that option # 2 and the Good Faith Effort Documents apply.

Exception Information (if needed, attach additional sheets, titled “Exception Information”).

____________________________________  __________________________________
Authorized Signature               Name of Company

____________________________________  __________________________________
Printed Signature and Title               Date

Note: Failure to complete and return the M/WBE forms as indicated above, will result in rejection of the 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 the FWTA work for a period of not exceeding six months.
F7 - SCHEDULE OF M/WBE UTILIZATION

List all M/WBE’s expected to participate in performing the contract resulting from this solicitation. If you have no M/WBE participation, but you are subcontracting (i.e. work, deliveries, transportation, parts and supplies, etc…) a portion of this procurement, then sign and date this form below and completely and thoroughly fill out and sign the Good Faith Effort Documents.

Note: If Prime Contractor is a certified M/WBE complete first section below for self.

<table>
<thead>
<tr>
<th>Name of M/WBE Subcontractor or M/WBE Prime Contractor</th>
<th>Address &amp; Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Specify Subcontracting Tier: __________

Type of Work to be Performed: __________

Est. % of Work: $ __________

RCA Certification #: __________

<table>
<thead>
<tr>
<th>Name of M/WBE Subcontractor</th>
<th>Address &amp; Telephone Number</th>
</tr>
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<tbody>
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</tbody>
</table>

Specify Subcontracting Tier: __________

Type of Work to be Performed: __________

Est. % of Work: $ __________

RCA Certification #: __________

<table>
<thead>
<tr>
<th>Name of M/WBE Subcontractor</th>
<th>Address &amp; Telephone Number</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>

Specify Subcontracting Tier: __________

Type of Work to be Performed: __________

Est. % of Work: $ __________

RCA Certification #: __________

NOTE: Any firm listed below must be certified by the NCTRCA and their corresponding certification number should be listed. The FWTA will accept M/WBE certifications from any member of the Texas Unified Certification Program (TUCP). Please include Regional Certification (RCA) #’s is the space(s) below.
F8- CERTIFICATION OF CONTRACTOR REGARDING DEBARMMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The potential contractor for FWTA contract (hereinafter "PRIMARY PARTICIPANT") - print name), ______ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

(If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification)

THE PRIMARY PARTICIPANT CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS ON 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official __________________________________________ Date

Primary participant is required to secure from every subcontractor this same certification and shall submit such to FWTA prior to such subcontractor's commencing work under this contract. Contractor may make as many copies of this schedule as needed for certification by all subcontractors.

(If the subcontractor is unable to certify to any of the statements above in this certification, the subcontractor shall attach an explanation to this certification)

THE UNDERSIGNED SUBCONTRACTORS FOR FWTA, CERTIFY OR AFFIRM AS TO ITSELF AND ITS PRINCIPALS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SET OUT ABOVE AND SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTAND THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE TO THIS CERTIFICATION.

_________________________________ __________________________ __________________________
Signature Title Name of Firm (printed)

_________________________________ __________________________ __________________________
Signature Title Name of Firm (printed)
F9 - CONFLICT OF INTEREST ACKNOWLEDGMENT AND CERTIFICATION

1. Policy
In order to promote fairness and impartiality in FWTA’s procurement process, involvement in any decision making role in the solicitation, or in the awarding or administration of a resulting contract by any Related Person who might receive some Benefit is prohibited. “Related Person” is defined as any employee, officer, Executive Committee member, or agent of FWTA. “Benefit” is defined as any direct or indirect pecuniary, financial, or other tangible advantage, gain, promotion, or interest growing out of or related in any manner to the solicitation or to a contract or subcontract growing out of the solicitation. Such involvement of any Related Person is also prohibited when a person bearing certain relationship to the Related Person (“Other Related Person”) may receive a Benefit. Such “Other Related Person” is defined as any member of a Related Person’s immediate family (a spouse, child, parent, brother or sister), a partner of any Related Person, or any person or organization which employs or is about to employ a Related Person or Other Related Person. If a Related Person or Other Related Person will or may so Benefit, a prohibited conflict of interest may exist.

2. Disclosures.
Your obligation, as a prospective contractor under this solicitation, is to disclose fully all information you have or may acquire which has to do with any such Benefit which may come to any Related Person or Other Related Person. In considering the possibility of the existence of such benefit, you also need to consider each person and firm you believe may be involved as a joint venturer, or subcontractor, or other similar role in carrying out and performing a contract with FWTA pursuant to the solicitation. In other words, if you are aware of any business, financial, or other interest, or actual or potential employment relationship between any Related Person or any Other Related Person, on the one hand, and yourself or any other person or firm you believe may be involved in carrying out the contract to be awarded pursuant to this solicitation, on the other hand, you have an affirmative obligation to fully disclose that information to FWTA. You are encouraged to contact the Director of Contract Administration and Procurement or FWTA’s General Council prior to the deadline for submitting your Response (defined as a bid, bid or other response to this solicitation), make such disclosure, and request a ruling as to whether any prohibited conflict of interest does in fact exist.

In order for your Response to be considered RESPONSIVE to this solicitation, it is mandatory that you complete and execute the Acknowledgment and Certification below, and include with your Response, written disclosure of all information relative to any potential conflict of interest which may be known to you, and which you have not disclosed to FWTA in writing prior to the submission of your Response.

ACKNOWLEDGMENT AND CERTIFICATION
(Potential Contractor)

The undersigned potential contractor of FWTA hereby acknowledges receipt and understanding of the Conflict of Interest provisions set out above; and hereby certifies that, except as heretofore or herewith fully disclosed in writing, to the best of potential contractor’s knowledge and belief, no such conflict exists, or is likely to exist in the future pertaining to this procurement should the contract be awarded to potential contractor; and potential contractor further hereby promises to promptly notify FWTA in writing if such knowledge or belief changes in the future.

By:

Signature and Title of Authorized Official of Potential Contractor

Name of Potential Contractor (print)

ACKNOWLEDGMENT AND CERTIFICATION
(Recommended Subcontractor)

The undersigned recommended subcontractor of FWTA hereby acknowledges receipt and understanding of the Conflict of Interest provisions set out above; and hereby certifies that, except as heretofore or herewith fully disclosed in writing, to the best of recommended subcontractor’s knowledge and belief, no such conflict exists, or is likely to exist in the future pertaining to this procurement should the contract be awarded to recommended subcontractor; and recommended subcontractor further hereby promises to promptly notify FWTA in writing if such knowledge or belief changes in the future.

By:

Signature and Title of Authorized Official of Recommended Subcontractor

Name of Recommended Subcontractor

Note: Bidder shall make copies of the Conflict of Interest document and Acknowledgment and Certification form and provide same to each subcontractor bidder recommends for the contract. Bidder is required to secure an acknowledgment and certification from each subcontractor bidder recommends and submit such certification to FWTA prior to a subcontractor beginning any work under this contract.
F10 - CERTIFICATION OF COMPLIANCE WITH RESTRICTIONS ON LOBBYING

I, ________________________________, hereby certify on behalf of
(Printed Name and Title of Contractor Official)

__________________________________________ that
(Printed Name of Contractor)

(1) It will not use federal funds to support lobbying.

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

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

(4) All subcontractors and subrecipients shall certify and disclose accordingly.
This certification is a material representation of 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.C. Any person who fails to file the required certification shall be subject to a
civil penalty of not less than $10,000 and not more than $100,000 for each such
failure.

Date:

By:
(Signature of Authorized Official)____________________________

>Title of Authorized Official)____________________________

Note: Bidder shall make copies of this blank page and obtain certification from all subcontractors that
bidder is recommending, and submit such certifications to FWTA prior to such subcontractors
beginning any work under this contract.
F11-BUY AMERICA CERTIFICATION

Section 165 (a) of the Surface Transportation Act of 1982 permits FTA participation in this contract only if iron, steel and/or manufactured products used in the contract are produced in the United States. If the contract is for the procurement of buses, vans or other "rolling stock" as defined in 49 C.F.R. Part 661, the cost of components produced in the United States shall exceed 70% of the cost of all components, and final assembly shall take place in the United States.

Complete one of FWTA two certifications below if this contract is for the procurement of such rolling stock, or if steel and manufactured products are otherwise used in this contract:

1. The bidder hereby certifies that it will comply with the requirements of Section 165 (a) (or the requirements of Section 165 (b) if this contract is for the procurement of "rolling stock") of the Surface Transportation Assistance Act of 1982 and the regulations in 49 C.F.R. 661.

Signature __________________________________________ Date _________
Name of Bidder (printed) __________________________ Title _________
Company Name _______________________________________

OR

2. The bidder hereby certifies that it cannot comply with the requirements of Section 165(a) (or with the requirements of Section 165(b) if this contract is for the procurement of "rolling stock") of the Surface Transportation Act of 1982, but it may qualify for an exception to the requirement pursuant to Section 165(b) of the Surface Transportation Assistance Act and regulations in 49 C.F.R. 661.7. (Fully explain and document facts on which bidder relies for its belief that it qualifies for exception).

Signature __________________________________________ Date _________
Name of Bidder (printed) __________________________ Title _________
Company Name _______________________________________
F12 - BUSINESS QUESTIONNAIRE & LIST OF REFERENCES

This questionnaire, the requested list of references and the authorization to release financial information are used in part to assist in determining a potential contractor's responsibility. Offerors shall submit the information with the offer. All information shall be current and traceable. Each venture of a joint venture shall submit a separate signed form. The FWTA reserves the right to make additional inquiries based on information submitted, or the lack thereof. Questions concerning this questionnaire or the authorization form shall be directed to the contact person identified on the solicitation.

1. Name of Offeror (“Business”):

2. List name(s) and business address of officers and directors for corporations, partners for partnerships, and ventures for joint ventures (attach additional pages as necessary):

3. Number of years in business under present business name:

4. If applicable, list all other names under which the business identified above operated in the last 5 years:

5. Annual Gross Revenue (past year): M=millions K=thousands

   _____$100K - $500K   _____$500K - $1M   _____$1M-$10M   _____$10M-$20M   _____>$20M

6. Has the business, or any officer or partner, failed to complete a contract?  ____Yes  ____No

7. Is any litigation pending against the business?  ____Yes  ____No

8. Has the business ever been declared “not responsible” for the purpose of any governmental agency contract award?  ____Yes  ____No

9. Has the business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing or contracting?  ____Yes  ____No

10. Are there any proceedings pending relating to the business’ responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract?  ____Yes  ____No

11. 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
12. Is the business in arrears on any contract or debt? _____Yes _____No

13. Has the business been a defaulter, as a principal, surety or otherwise? ___Yes ___No

14. Have liquidated damages or penalty provisions been assessed against the business for failure to complete work on time or for any other reason? _____Yes _____No

15. Does the business maintain a drug-free workplace? _____Yes _____No

16. If a “yes” response is given under questions 6-15, provide a detailed explanation including dates, reference to contract information, contacts, etc. (attach additional pages as necessary):

17. Business Identification Number (EIN, etc.)

18. Provided completed List of References for Similar Projects form. _____Yes _____No

I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in this questionnaire is true and correct. I understand that any false statements or misrepresentations regarding the business named above may result in:

1. Termination of any or all contracts which the FWTA has or may have with the business,
2. Disqualification of the business from consideration for contracts,
3. Removal of the business from the FWTA’s bidders’ list and/or
4. Legal action(s) applicable under federal, state or local law.

Name:

Title:

Signature:

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

Date: __________________________
## F13 – LIST OF REFERENCES
*(Use additional pages as necessary)*

<table>
<thead>
<tr>
<th></th>
<th>Project:</th>
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<tbody>
<tr>
<td>1</td>
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<tr>
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<td>Company Name:</td>
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<td>Contact Name:</td>
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F14 – AFFIDAVIT OF NON-COLLUSION

Each member of the proposing team (prime and subs) shall submit a signed and notarized Form 14 – Non-Collusive Affidavit.

THE UNDERSIGNED, HAVING SUBMITTED BID TO PROVIDE Purchase of Vehicles in response to IFB 20-T013 swear that said bidder or quoter has not directly or indirectly entered into any combination, collusion, undertaking, or agreement relative to price to be bid by any person, or to prevent any person, or persons, or company from submitting pricing; or to entice any bidder or quoter to refrain from pricing for such supplies, merchandise, service, or contract, and that said bid so made is without reference or regard to any other bid or bids, and without agreement, understanding or combination, either directly or indirectly, with any person or persons, with reference to such bidding in any way or manner whatsoever.

________________________________________
Bidder (Firm)

________________________________________
Name, title and Signature of Bidder or Firm

STATE of _____________________________________________

County of _____________________________________________

Subscribed and sworn before me this _______day of, 20

My commission expires

Notary Public Seal Dated at

City State

Failure to properly Notarize and Return This Form with the Bid Will Invalidate Your Bid

Page 51 of 54
**F15 - BID FORM**

Bidders May Bid on Individual Items or All Items.

**IFB 20-T013**

2020 Vehicle Purchase (Truck & Van)

<table>
<thead>
<tr>
<th>Vehicle Information</th>
<th>ITEM A: One Ton Rated Trucks  Qty: 3 Each</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacturer</td>
<td></td>
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<tr>
<td>Year</td>
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<td>Engine</td>
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<td>MPG</td>
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<td>Transmission</td>
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<td>Seating Capacity</td>
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<td>Storage Capacity</td>
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<tr>
<td>Est. Time of Delivery</td>
<td></td>
</tr>
</tbody>
</table>

**Name of Firm**

**PRICE TO BE QUOTED FOR FWTA**

$ Unit Cost: ________________________________

Total Cost (Ea. x 3): $_____________________

**E-Mail:**

FWTA reserves the right to reject any and all proposals for any reason deemed to be to the benefit of FWTA. FWTA reserves the right to accept or reject all or any part of a proposal, to waive minor technicalities and to award the proposal to best serve the interest of FWTA.

**Signature:**

**Telephone #:**

**Date:**

**Payment Terms:** Net 30

**E-Mail Address:**
## PROPOSAL QUOTATION FORM

**IFB 20-T013**  
**2020 Vehicle Purchase (Truck & Van)**

<table>
<thead>
<tr>
<th>Vehicle Information</th>
<th>ITEM B: Heavy Duty Flatbed Truck with Flatbed and Equipment</th>
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<tbody>
<tr>
<td>Manufacturer</td>
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<td>Model</td>
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<td>Transmission</td>
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<tr>
<td>Seating Capacity</td>
<td></td>
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</tbody>
</table>

### Est. Time of Delivery

Name of Firm

**PRICE (EA.) TO BE QUOTED FOR FWTA**

Unit Cost: $______________________________  
Total Cost: $_________________________

E-Mail:

FWTA reserves the right to reject any and all proposals for any reason deemed to be to the benefit of FWTA. FWTA reserves the right to accept or reject all or any part of a proposal, to waive minor technicalities and to award the proposal to best serve the interest of FWTA.

Signature:

Payment Terms: Net 30
## Vehicle Information

| ITEM C: Commercial Cargo Vans | Qty: 3 Each |

- **Manufacturer**
- **Year**
- **Model**
- **Color**
- **Engine**
- **MPG**
- **Transmission**
- **Seating Capacity**
- **Est. Time of Delivery**

### Name of Firm

**PRICE TO BE QUOTED FOR FWTA**

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<tbody>
<tr>
<td><strong>Unit Cost:</strong></td>
<td>$___________________</td>
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<tr>
<td><strong>Total Cost (Ea x 3):</strong></td>
<td>$___________________</td>
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**Signature:**

**Date:**

**Payment Terms:** Net 30