

F1 - ATTACHMENTS AND AMENDMENTS

The undersigned acknowledges receipt of attachments and amendments for Trinity Metro's solicitation ***RFP 21-T019, TRE Security Camera Replacement***

ATTACHMENTS:

AMENDMENTS:

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

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

<i>AUTHORIZED SIGNATURE</i>	<i>DATE</i>

F6 - CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The potential contractor for Trinity Metro 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 proposal 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/proposal 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 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 TRINITY METRO 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 TRINITY METRO, CERTIFY OR AFFIRM AS TO ITSELF AND ITS PRINCIPALS 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)

F7 - CONFLICT OF INTEREST ACKNOWLEDGMENT AND CERTIFICATION

1. Policy

In order to promote fairness and impartiality in Trinity Metro'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 Trinity Metro. "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 Trinity Metro 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 Trinity Metro. You are encouraged to contact the Assistant Vice President of Contract Administration and Procurement prior to the deadline for submitting your Response (defined as a bid, proposal 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 TRINITY METRO in writing prior to the submission of your Response.

ACKNOWLEDGMENT AND CERTIFICATION (Potential Contractor)

The undersigned potential contractor of Trinity Metro 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 TRINITY METRO 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 Trinity Metro 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 Trinity Metro 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 TRINITY METRO prior to a subcontractor beginning any work under this contract.

F8 - 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 sub-recipients 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.

By:

(Signature of Authorized Official)

Date:

(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 Trinity Metro prior to such subcontractors beginning any work under this contract.

F9 - BUSINESS QUESTIONNAIRE

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.

Trinity Metro 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 6-14, provide a detailed explanation including dates, reference to contract information, contacts, etc. (attach additional pages as necessary):
17. Business Identification Number (EIN, etc.)
18. Financial Statement: Attach most recent financial statement in a separate sealed package labeled confidential.
19. Provided completed **List of References for Similar Projects** form. ____Yes ____No

Notes:

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 Trinity Metro has or may have with the Business; 2) disqualification of the Business from consideration for contracts; 3) removal of the Business from The Trinity Metro's bidders' list; or/and 4) legal action(s) applicable under federal, state, or local law.

Name_____

Title_____

Signature_____

Date_____

F10 - LIST OF REFERENCES FOR SIMILAR PROJECTS
(Use additional pages as necessary)

1. Project:

Date of Completion (if applicable):

Company Name:

Address:

Contact Name:

Telephone Number:

E-Mail Address:

2. Project:

Date of Completion (if applicable):

Company Name:

Address:

Contact Name:

Telephone Number:

E-Mail Address:

3. Project:

Date of Completion (if applicable):

Company Name:

Address:

Contact Name:

Telephone Number:

E-Mail Address:

4. Project:

Date of Completion (if applicable):

Company Name:

Address:

Contact Name:

Telephone Number:

E-Mail Address:

F11 – AFFIDAVIT OF NON-COLLUSION

Each member of the proposing team (prime and subs) shall submit a signed and notarized Form 11 – Non-Collusive Affidavit.

THE UNDERSIGNED, HAVING SUBMITTED PROPOSAL TO PROVIDE TRE Security Camera Replacement in response to RFP 21-T019 swear that said bidder, quoter, or proposer 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, quoter, or proposer 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.

Proposer (Firm)

Name, title and Signature of Proposer 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 Proposal Will Invalidate Your Proposal

F12 - 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 65% of the cost of all components, and final assembly shall take place in the United States.

Complete one of Trinity Metro 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)3 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)3 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 _____

Each bid item includes all costs, including but not limited to labor, materials, equipment, management, supervision, overheads, profits and applicable taxes, and inclusive of all associated costs for insurance, overhead, profit and bonding, if required and so identified.

F13 - PROHIBITION OF CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

(This form must be completed and submitted with the bid/proposal)

House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition of Contracts with Companies Boycotting Israel.

Effective September 1, 2017, a state agency and a political subdivision (which includes a transportation authority) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

"Boycott Israel" is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

"I, _____ (Name of certifying official), the _____ (title or position of certifying official) of _____ (name of company), do hereby verify on behalf of said company to Trinity Metro that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.

Signature of Certifying Official

Title: _____

Date: _____

F14 - BASE PRICE PROPOSAL

(Use this form or a form similar to submit your pricing. Be sure to sign the document)

Item No.	Item Description <i>If using equivalent equipment please list name and specs</i>	Qty.	Unit Price	Total Price
1	Honeywell HWV-HNMPE32C32TB - 32 Channel Maxpro NVR, 32TB Hard Drive, Raid 5 or equivalent			
2	Honeywell HWV-HNMPE64C96T8 - 64 Channel Maxpro NVR, 96 TB Hard Drive, Raid 5 or equivalent			
3	Honeywell HWV-HNM192 - 192 Channel add for existing VMS or equivalent			
4	Honeywell HWV-HNMSWCL - Software Licenses, Maxpro VMS, 1 per Concurrent Connection or equivalent			
5	Minuteman MTM-Pro1500RT - Rack Mount UPS or equivalent			
6	ACTi ACT-A81 - 5MP Camera, 2.8-12mm, IR, WDR w/Wall Mount and BB, or equivalent, to ensure functionality with the existing Honeywell MAXPRO VMS			
7	Honeywell HWV-HDZ30HDE - Outdoor PTZ Camera, 30X Zoom, or equivalent, to ensure functionality with the existing Honeywell MAXPRO VMS			
7	Installation			
8	New Communication Conduit			
9	Replacement Communication Conduit			
10	Training			
11	Maintenance, if any			
12	Flagging			

Authorized Company Signature:

E-Mail Address:

Date: