



**INVITATION FOR BID (IFB)  
ANTIFREEZE DELIVERY SERVICES  
IFB 25-T052**

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

<b>IFB Release Date:</b>	<b>September 24, 2025 12:00 PM (CST)</b>
<b>Bid Submission Deadline:</b>	<b>October 16, 2025, 2:00 PM (CST)</b>
<b>REVIEW THE FULL SCHEDULE OF EVENTS IN SECTION 2</b>	

**Preamble:**

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

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

**Trinity Metro  
801 Grove Street  
Fort Worth, Texas 76102**

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### Section 1 Minimum Requirements

NAME	FORM DESCRIPTION	FORM NUMBER	SUBMIT WITH OFFER?
Cover Page	Solicitation Number, Title, Due Date	None	<b>YES</b> <input type="checkbox"/>
Section 2	Schedule of Events	None	
Section 3	Instruction to Bidders	None	
Section 4	Scope of Work	None	
Section 5	Special Provisions	None	
Section 6	Federal Contract and Other Requirements	None	
Section 7	Safety, Security and Emergency Requirements	None	
Section 8	Attachments and Amendments	F1	<b>YES</b> <input type="checkbox"/>
	Certification of Contractor Regarding Debarment, Suspension, and Other Responsibility Matters	F2	<b>YES</b> <input type="checkbox"/>
	Conflict of Interest Acknowledgement and Certification	F3	<b>YES</b> <input type="checkbox"/>
	Business Questionnaire & List of References	F4	<b>YES</b> <input type="checkbox"/>
	List of References for Similar Projects	F5	<b>YES</b> <input type="checkbox"/>
	Affidavit of Non Collusion	F6	<b>YES</b> <input type="checkbox"/>
	Prohibition of Contracts with Companies Boycotting Israel	F7	<b>YES</b> <input type="checkbox"/>
	Federal Tax Liability and Recent Felony Conviction Certification	F8	<b>YES</b> <input type="checkbox"/>
	Trinity Metro Safety, Security and Emergency Requirements	F9	<b>YES</b> <input type="checkbox"/>
	Bid Price Sheet	F10	<b>YES</b> <input type="checkbox"/>
	Offer and Contract Signature Form		<b>YES</b> <input type="checkbox"/>
	Attachment A		<b>YES</b> <input type="checkbox"/>

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

## Section 2 Schedule of Events

### 2.1 Schedule of Events

EVENTS	DATE	TIME
IFB Release Date	September 24, 2025	12:00 PM
Deadline for Submission of Written Questions (1)	October 3, 2025	5:00 PM
Bid Submission Deadline	October 16, 2025	2:00 PM
Bid Opening Location: Virtual – TEAMS APP	October 16, 2025	3:00 PM
Contract Executed (2)	November 2025	

(1) Questions will be received in writing by e-mail. No questions will be answered verbally.

(2) Trinity Metro reserves the right to change the Contract execution date.

## Section 3 Instructions to Bidders

### 3.1 Downloading IFB and Submission of Bids

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

<https://www.procuretm.org/procurements>

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

Trinity Metro  
Attn: PROCUREMENT  
801 Grove Street  
Fort Worth, TX 76102  
IFB 25-T052 Antifreeze Delivery Services

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

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

**Bids arriving late for any reason will not be accepted.**

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

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

### 3.3 Exceptions to Any Portion of the Solicitation Requirements

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

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

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

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

### **3.4 Basis for Contract Negotiation**

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

### **3.5 Rejection and Selection of Bids; Modification of the IFB**

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

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

4. Nothing stated at any time, by any representative of Trinity Metro, will effect a change in, or constitute an addition to, this IFB unless confirmed in writing and signed by Trinity Metro.
5. The Bidder agrees to keep confidential its response and any information received from Trinity Metro.
6. All information submitted in response to the IFB shall become the property of Trinity Metro, and as such, may be subject to public review as public records.
7. Bidder acknowledges and agrees that Trinity Metro will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit), or liabilities incurred by the Bidder or any member thereof as a result of, or arising out of its submitting a Bid, negotiating changes to such Bid, or Trinity Metro's acceptance or non-acceptance of the Bid.
8. Trinity Metro shall control the release of all public information concerning the procurement under this IFB, including selection announcements and Contract awards. Those desiring to release information to the public must receive prior written approval from an authorized representative of Trinity Metro.
9. Neither Trinity Metro nor any of its officers, agents, consultants, or employees shall be responsible for the accuracy of any information provided as part of this IFB (including appendices). All Bidders are encouraged to independently verify the accuracy of any information provided. The use of this information in the preparation of a Bid is at the sole risk of the Bidder.
10. The Bidder shall not collude in any manner or engage in any practices with any other Bidder(s), which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause Trinity Metro to reject the Bidder's submittal. This prohibition is not intended to preclude joint ventures or subcontracts.
11. All Bids must be the original work product of the Bidder. The copying, paraphrasing, or other use of substantial portions of the work product of another Bidder is not permitted. Failure to adhere to this instruction will cause Trinity Metro to reject the Bid. The successful Bidder will be required to enter into Contract by signature on separate Contract documents, which will be prepared by Trinity Metro from information in the IFB and the successful Bidder's Bid.
12. Any Bidder may protest such recommended award in accordance with Trinity Metro's Procurement Policy.

### **3.6 Response to Communications and Request for Clarification**

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

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

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

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

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

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

### **3.7 Addenda and Attachments to IFB**

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

### **3.8 Proprietary Information**

If a Bid includes proprietary data or information that the Bidder does not want disclosed to the public, such data or information shall be specifically identified as such and marked "Privileged and Confidential Information" on every page on which it is found. Data or information so identified will be used by Trinity Metro solely for the purpose of evaluating Bids and conducting contract negotiations. However, Bidder, by submitting a Bid, acknowledges and agrees that if its Bid is the subject of a request under the Texas Public Information Act (Texas Government Code, Chapter 552) (the PIA), Trinity Metro's disclosure of the Bid, including any proprietary information therein, shall be in strict accordance with the PIA and all other applicable state and federal laws and regulations (collectively, Public Information Laws).. Trinity Metro shall endeavor to notify the Bidder

of such a request, but shall have no liability for failure to do so. The Bidder shall have sole responsibility to raise any objections or exceptions to disclosure available under Public Information Laws. Subject to the requirements of Public Information Laws, there will be no release of information until the selection process is complete and a contract has been executed.

### **3.9 Contract Award**

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

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

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

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

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.

### **3.10 Non-Collusion Affidavit**

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

### 3.11 Bidder's Texas Government Code Certifications

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

1. **Sec. 2252.152.** Bidder is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code, and Bidder is not identified on the list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.
2. **Sec. 2271.002.** Either (a) Bidder does not and will not for the duration of the Contract boycott Israel or (b) the verification required by Section 2271.002 of the Texas Government Code does not apply to this procurement.
3. **Chapter 2274.** Either (a) Bidder does not and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (b) the verification required by Section 2274.002 of the Texas Government Code does not apply to this procurement.
4. **Section 2276.002.** Either (a) Bidder does not and will not for the duration of the Contract boycott energy companies or (b) the verification required by Section 2276.002 of the Texas Government Code does not apply to this Agreement.
5. **Section 2252.908** If Section 2252.908 of the Texas Government Code applies to this procurement, and if Bidder is awarded a Contract, Bidder will submit to Trinity Metro a Certificate of Interested Parties (Form 1295) before the execution of the Contract. Refer to the information at the Texas Ethics Commission's website for instructions on registering and completing Form 1295.

### 3.12 Force Majeure

1. Definition: An Event of Force Majeure is defined as acts of God; earthquake, unusually severe weather, flood and any other natural disaster; civil disturbance, strikes and labor disputes; fires and explosions; war and other hostilities; embargo; or failure of third parties, including suppliers or subcontractors, to perform their obligations to the Contractor due to a force majeure event described above.
2. Economic hardship, changes in market conditions, or insufficiency of funds do not constitute an Event of Force Majeure, and an Event of Force Majeure does not excuse an obligation to make a payment required under this Contract.
3. If Contractor cannot perform some of its obligations due to an Event of Force Majeure, it must nevertheless continuously and diligently carry out and complete all of its obligations not prevented by the Event of Force Majeure.

4. Notice of Delay. If Contractor is delayed in the performance of the Services due to an Event of Force Majeure or otherwise, Contractor must in a prompt manner upon receiving knowledge of such delay give written notice thereof to Trinity Metro and furnish Trinity Metro information concerning the cause of the delay and its approximate anticipated length and demonstrating, if applicable, that the delay is due to an Event of Force Majeure.
5. Sole Relief. If an Event of Force Majeure occurs, provided Contractor has complied with all applicable notice requirements regarding a request for relief under this section, Contractor is excused from performance of its obligations under this Contract, but only for the time and to the extent that such performance is actually prevented by the Event of Force Majeure. When Contractor is able to resume performance of its obligations, it shall immediately give Trinity Metro written notice to that effect and promptly resume performance under this Contract. The relief offered by this Force Majeure provision is the exclusive remedy available to Contractor with respect to an Event of Force Majeure, and no claim for damages shall be made by either party for delays resulting from an Event of Force Majeure.
6. Continuing Delays. Trinity Metro may terminate this Contract if: (a) Contractor's failure to perform under this Contract due to an Event of Force Majeure impairs the material benefits of this Contract to Trinity Metro; and (b) Contractor does not resume performance in accordance with this Contract within ten (10) business days following Trinity Metro's giving notice to Contractor of Trinity Metro's intent to terminate this Contract.

## Section 4 Scope of Services

### Purpose

This Scope of Service outlines the responsibilities for the provision of antifreeze products to Trinity Metro at 1601 East El Paso, Fort Worth, TX 76102. The Contractor will ensure the clear and seamless delivery of antifreeze to support Trinity Metro's uninterrupted operations.

#### 1. Products Supplied

The contractor shall deliver antifreeze and coolant product meeting the specifications required for transit bus operations, including but not limited to:

Antifreeze & Coolant (PURPLE) Precharged w/ SCA Fuchsia: A premium quality, conventional technology ethylene glycol-based fluid, specially formulated with industry leading additives to provide optimum performance in heavy duty vehicles requiring supplemental coolant additives (SCAs)

PROPERTY ASTM METHOD CONCENTRATE 50/50 Glycols Content, mass % GC 96.5 49 Bittering Agent (yes/no) Yes Water Content mass % 0. Di123 2 50 Specific Gravity @ 60° F Di122 1.125 1.075 Flash Point D97 240° F (116°C) N/A pH D1287 10.8 10.5 RA D92 5.6 2.8 Storage Stability 1 year 1 year Effect on NonMetals D1882 No Effect No Effect Cavitation Erosion Rating D2809 8 mln 8mln Foam Test, ml/sec D1881 <125

All products must conform to ASTM 1)6210, D3306, or other relevant standards, and meet Original Equipment Manufacturer (OEM) approvals.

#### 2. Delivery Locations

Delivery shall be made to the following designated locations:

- Transit maintenance garage

#### 3. Delivery schedule

- Scheduled delivery: Based on historical usage (e.g., weekly, biweekly, or monthly)
- On-demand delivery: Available with 24 notice
- Emergency delivery: 24/7 support available (response time and additional charges as per agreement)

#### 4. Delivery Method

- Antifreeze will be delivered in the following formats:
  - Bulk delivery to permanent or portable tanks
  - Totes (275-330 gallons)
  - Smaller packaging (e.g., 1-gallon jugs) for field use (upon request)
- Deliveries will use metered trucks or certified transfer systems to ensure volume accuracy.
- Provider will use dedicated hoses and pumps to prevent cross-contamination.

## 5. Safety & Environmental Compliance

- All deliveries will adhere to federal, state, and local environmental and transportation regulations, including EPA, DOT, and OSHA requirements.
- SDS (Safety Data Sheets) will be provided for each coolant type delivered.
- Delivery personnel will be trained in spill response, PPE usage, and coolant handling.
- Spill containment and cleanup procedures will be enforced on-site.

## 6. Documentation & Reporting

Each delivery will include:

- Delivery ticket/invoice with:
  - Product type
  - Quantity delivered
  - Lot/batch number
  - Time/date and delivery location
- Monthly usage reports (if requested)
- Quality certificates or OEM compliance documentation

## 7. Quality Assurance

All coolant products must be:

- Clean, sealed, and within manufacturer shelf life
- Free from contamination or degradation
- Compliant with OEM and transit fleet standards
- Substitution of product must not occur without written client approval.

## 8. Responsibilities

Contractor:

- Ensure timely, accurate, and compliant delivery of antifreeze products.
- Maintain proper transport and storage to prevent contamination or degradation.
- Notify client of changes in product availability or specifications.
- Any damages due to contamination or below specifications of antifreeze the vendor will be responsible for repairs and tank clean out.

Client:

- Maintain accessible, compliant, and clearly marked delivery locations.
- Notify provider of any changes in fleet coolant specifications.
- Conduct routine monitoring of storage tanks (unless provider-managed).

Notify provider of any site-specific safety requirements or changes

## Section 5 Special Provisions

### 5.1 Contract Award

The firm fixed price contract will be a one (1) year contract term. If the Contract is for a term of more than one (1) year, and if necessary funding appropriation/program approval is not granted, the Contract will be canceled for all unfunded or unapproved periods.

### 5.2 Expenses & Invoicing

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

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

### 5.3 Selection Procedure

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

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

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

### 5.4 Open Records

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

in the bid adjacent to the marked information. Blanket statements regarding the confidentiality of information may not be sufficient to protect the confidentiality of information submitted. A Bidder is encouraged to seek counsel regarding any information it seeks to keep confidential.

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

### 5.5 Bidder's Acknowledgement

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

### 5.6 Incorporation of Bidder's Bid

1. Trinity Metro reserves the right to incorporate all or portions of the successful Bidder's Bid including any revisions and supplements into the Contract by reference or in full.
2. If, after Contract award, it is discovered that changes were agreed to in writing during negotiations, but were not incorporated into the resulting Contract, such changes shall be considered administrative in nature and incorporated by unilateral modification at no change in the Contract cost or price, or other terms and conditions. To satisfy the contract requirements, Bidder shall adhere to the price and other terms accepted by Trinity Metro.
3. Notwithstanding the foregoing, no portions of the Bid that conflict with, limit, impair, or otherwise diminish the benefits afforded to Trinity Metro under this IFB shall be deemed incorporated into the Contract only if such provisions are expressly approved by Trinity Metro in writing.

### 5.7 Insurance Requirements

1. In addition to ensuring that all drivers possess a valid CDL as required by law, with the proper Hazmat endorsement(s) and ensuring the proper placarding requirement under 49 CFR Part 12 and maintaining TSA Security Threat Assessment approval for any drivers hauling placarded hazardous materials; The Contractor shall, at all times during the term of this Contract and extended terms thereof, provide and maintain the following types of insurance protecting the interests of Trinity Metro and the Contractor with limits of liability not less than those specified below.
2. **Comprehensive Automobile Liability** insurance or its equivalent, covering all owned, hired and non-owned vehicles used in connection with the work performed under this contract with combined single limits for bodily injury and property damage liability of not less than \$1,000,000. Coverage must include transport and offloading of flammable and hazardous materials.

3. **Pollution Liability (Environmental Impairment)** insurance or its equivalent, covering all owned, hired and non-owned vehicles used in connection with the work performed under this contract with combined single limits for bodily injury and property damage liability of not less than \$1,000,000. Must cover sudden and accidental pollution during: Fuel transport, Transfer to storage tanks, Spills on-site or during transit.
4. **Motor Truck Cargo Insurance.** Coverage must be equal to or exceed the load value of the fuel delivered. Must cover petroleum-based fuels, including diesel and gasoline.
5. **Commercial General Liability** insurance or its equivalent, providing limits of not less than \$2,000,000 for bodily injury and property damage per occurrence with a general aggregate of \$2,000,000 and a products and completed operations aggregate of \$2,000,000. There shall not be any policy exclusions or limitations for the following:
  - Contractual Liability covering Contractor's obligations herein
  - Personal Injury Advertising Liability
  - Explosion, Collapse & Underground Property Damage Hazard
  - Medical Payments
  - Fire Damage Legal Liability
  - Broad Form Property Damage
  - Liability for Independent Contractors
6. **Workers' Compensation Insurance** or its equivalent, providing benefits comparable to those provided under the Workers' Compensation Act of the State of Texas and/or any other State or Federal law or laws applicable to the Contractor's employees performing work under this contract. Employer's Liability Insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 each employee for disease and \$1,000,000 policy limit for disease. This insurance shall be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from Trinity Metro
7. **Certificates of Insurance** - Before commencing execution of this contract, the Contractor shall mail Certificates of Insurance satisfactory to Trinity Metro (or, as and when Trinity Metro may direct, copies of the policies endorsements or actual insurance policies) at the address in Section 3 evidencing that insurance as required by paragraph (a), and all subparagraphs to (a) above, is in force, stating policy number dates of expiration and limits of liability thereunder. All copies of policies and Certificates of Insurance submitted to Trinity Metro shall be in form and content acceptable to Trinity Metro.
8. **Approval of Forms and Companies** - All coverage described in this contract shall be in a form and content satisfactory to the Contracting Officer. No party subject to the provisions of this contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. All insurance shall be provided by insurance companies with a Best's Rating of A- or better.

9. **Additional Insured Endorsement** - The policy or policies providing Commercial General Liability, Automobile Liability, and as otherwise required above shall be endorsed to name Fort Worth Transportation Authority, their directors, officers, representatives, agents and employees as Additional Insured as respect to operations performed by or on behalf of the Contractor in performance of this contract. The policy shall also be endorsed to name other interests as directed by Trinity Metro. The policies shall be primary and non-contributory.
10. **Notice of Cancellation or Material Changes** - Policies and/or Certificates shall specifically provide that a thirty (30) day notice of cancellation, non-renewal, or material change be sent to Trinity Metro.
11. **Multiple Policies** - The limits of liability as required above may be provided by a single policy of insurance or a combination of primary, excess or umbrella liability policies. But in no event shall the total limit of liability of any one occurrence or accident be less than the amount shown above.
12. **Deductibles** - Companies issuing the insurance policies and the Contractor shall have no recourse against Trinity Metro for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor.
13. **Subcontractors** - If any part of the work is sublet, Contractor shall require any and all subcontractors performing work under this contract to carry workers' compensation insurance, in accordance with paragraph (a) above. The Contractor shall determine any other types of insurance and the limits of liability that Contractor shall deem appropriate and adequate to protect the interests of Trinity Metro. In the event a subcontractor is unable to furnish any insurance required under this Contract, the Contractor shall endorse the subcontractor as an Additional Insured or become an Alternate Employer. The Contractor shall obtain and furnish to Trinity Metro certificates of Insurance evidencing subcontractors' workers' compensation insurance coverage. If a subcontractor's certificate of Workers' compensation insurance expires during the period of performance, Contractor shall obtain a renewal certificate. All certificates of workers' compensation insurance shall be maintained by the Contractor for a period of not less than 1 year. All other insurance certificates for subcontractors shall be furnished to Trinity Metro upon request.
14. **No Release** - The carrying of the above-described coverage shall in no way be interpreted as relieving the Contractor of any other responsibility or liability under this agreement or any applicable law, statute, regulation or order.

### 5.8 Interest of Members of Trinity Metro

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

### **5.9 Interest of Other Local Public Officials and State Officials**

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

### **5.10 Interest of Members, Or Delegates to Congress**

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

### **5.11 Interest of the Bidder**

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

### **5.12 Authority to Enter Contract**

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

### **5.13 Authorization of Bid**

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

### **5.14 Subcontract Approval**

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

### **5.15 Cost/Price Analysis**

Trinity Metro reserves the right to conduct a cost or price analysis for any purchase or service. Trinity Metro may be required to perform a cost/price analysis when competition is lacking for any purchase. Sole source procurements or procurements which result in a single Bid received, will

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

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

### **5.16 Pricing**

The price quoted in any Bid submitted shall include all necessary cost to complete the services in accordance with the specifications. Anything omitted from such specifications, which are clearly necessary, shall be considered a portion of such cost although not directly specified or called for in the specifications. Prices shall be firm for the duration of the contract, but Trinity Metro reserves the right to negotiate price adjustments based on significant changes in the Consumer Price Index (CPI). Bidder shall note discounts.

### **5.17 Prompt Payment**

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

### **5.18 Additional Services Request**

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

### **5.19 IFB/Proposed Contract Alterations**

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

### **5.20 Assignability**

Any public agency (i.e., city, district, public agency, municipality, and other political subdivision or any FTA-funded entity) shall have the option of participating in any award made as a result of a Bid and/or contract at the same prices, terms and conditions as contained in the Contract. Trinity Metro reserves the right to assign any or all portions of goods or services awarded under this IFB and/or Contract. This assignment, should it occur, shall be agreed to by Trinity Metro and Bidder. Once assigned, each agency will enter into its own contract and be solely responsible to the

Bidder for obligations to the service assigned. Trinity Metro's right of assignment will remain in force over the contract period or until completion of the contract including options, whichever occurs first. Trinity Metro shall incur no financial responsibility in connection with contracts issued by another public agency. The public agency shall accept sole responsibility for placing service and payments to the Bidder.

### **5.21 Publication and Media Restrictions**

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

### **5.22 Gratuities and Kickbacks**

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

### **5.23 No Contingency Fees**

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

### **5.24 Non-Discrimination**

It is the policy of Trinity Metro not to discriminate on the basis of age, race, sex, color, national origin, creed, religion or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in Trinity Metro contracted

programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, creed, sex, national origin, or any other classification protected by federal or Texas State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with Trinity Metro or in the employment practices of Trinity Metro Contractors. Accordingly, all Bidders entering into contracts with Trinity Metro shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

### **5.25 Licensing and Permits**

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

### **5.26 Standard of Care**

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

### **5.27 Right to Employ Other Contractors**

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

### **5.28 Contract Amendments/Modifications/Change Orders**

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

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

### **5.29 Tax Exemption**

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

### 5.30 Attorney Fees

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

### 5.31 Ineligible Contractors and Subcontractors

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

### 5.32 Indemnification

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

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

IN ANY EMPLOYEE CLAIM PURSUANT TO ANY WORKERS' COMPENSATION ACT OR THE FEDERAL EMPLOYER'S LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY TRINITY METRO OR BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST THE OTHER PARTY.

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

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

### **5.33 Applicable Law and Jurisdiction**

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

### **5.34 Contract Order of Precedence**

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

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

- Contract Form
- Federal Clauses
- Invitation for Bid
- Bid Response

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

## **Section 6 Federal Contract and Other Requirements**

If (1) the consideration payable by Trinity Metro under the Contract shall be funded in whole or in part by federal funds, or (2) if goods or services under the Contract are components of or otherwise pertain to a project funded in whole or in part by federal funds, or (3) in all other cases required by applicable law, the provision of this Section 6 shall apply and are part of the Contract.

### **6.1 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.

### **6.2 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, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 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 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.

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.

### **6.3 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. 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 sub grantee 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(i)(11).

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

#### **6.4 Federal Changes**

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, 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.

### **6.5 Termination Provisions**

1. Termination for Convenience Trinity Metro, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

2. 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.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Trinity Metro.

3. Opportunity to Cure Trinity Metro in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 – 60 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

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

4. Waiver of Remedies for any Breach In the event that Trinity Metro elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Trinity Metro shall not limit Trinity Metro's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

### **6.6 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:

a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, 'Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,' 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, 'Equal Employment Opportunity,' as amended by Executive Order No. 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The 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.

1. 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.

### **6.7 Disadvantaged Business Enterprises (DBE)**

1. The Federal Fiscal Year goal has been set by Trinity Metro in an attempt to match projected procurements with available qualified disadvantaged businesses. Trinity Metro goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by Trinity Metro as set forth by the U.S. Department of Transportation Regulations 49 C.F.R. Part 26 and are considered pertinent to any contract resulting from this Request for Bid. A specific DBE goal was assigned to the contract, and has been clearly stated in the Bid, and if the Contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE in the work provided, Trinity Metro may declare the Contractor non-compliant and in breach of the contract.

a. Policy - It is the policy of the U.S. Department of Transportation and Trinity Metro that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, will have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal

funds under the agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to the contract.

The Contractor agrees to ensure that DBE as defined in 49 CFR Part 26, have the maximum opportunity to participate in the whole or in part with federal funds provided under the agreement. In this regard, the Contractor will take all necessary and reasonable steps in accordance with the regulations to ensure that DBE have the maximum opportunity to compete for and perform subcontracts. The Contractor will not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts. It is further the policy of Trinity Metro to promote the development and increase the participation of businesses owned and controlled by disadvantaged persons. DBE involvement in all phases of Trinity Metro procurement activities is encouraged.

b. DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors will take all necessary and reasonable steps in accordance with 49 CFR Part 26 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

c. Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, Trinity Metro may declare the Contractor noncompliant and in breach of contract.

d. The Contractor will keep records and documents for a reasonable time following performance of The Contract to indicate compliance with Trinity Metro's DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of Trinity Metro and will be submitted to Trinity Metro upon request.

e. Trinity Metro will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation.

### **6.8 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 4220.1G 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 FTA requests which would cause Trinity Metro to be in violation of the FTA terms and conditions.

### **6.9 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.

### **6.10 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 must 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 Trinity Metro. If it is later determined that the bidder or Bidder knowingly rendered an erroneous certification, in addition to remedies available to Trinity Metro, 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.

### **6.11 Disputes**

Trinity Metro and the contractor will attempt to resolve disputes or disagreements promptly. In order to do so, Trinity Metro and the contractor will create an issue resolution ladder which will outline initial responsibility for discussion and resolution, as well as secondary and further responsibility.

If a dispute or disagreement cannot be resolved through discussions between Trinity Metro's representative and the contractor's representative as designated on the issue resolution ladder, the contractor's senior representative and Trinity Metro's senior representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than ten (10) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the senior representatives, Trinity Metro and the contractor shall exchange relevant information that will assist the parties in resolving their dispute or disagreement.

If after the meeting, the senior representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules, or if the dispute or disagreement is not for a construction contract, those mediation rules most applicable to the type of contract. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. The venue for any required mediation shall be Tarrant County, Texas unless otherwise agreed to by the parties.

[Any claims, disputes, or controversies between the parties which have not been resolved in accordance with the procedures set forth in subsections 8-104 (1)-(3) of the Trinity Metro Procurement Policy shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (AAA) then in effect, or if the dispute or disagreement is not for a construction contract, those mediation rules most applicable to the type of contract. If the matter or matters in dispute exceed \$1,000,000, then arbitration proceedings shall be held before three members of an arbitration panel selected pursuant to AAA Rules. The venue for any required arbitration shall be Tarrant County, Texas unless otherwise agreed to by

the parties.]

Notwithstanding the procedures identified in subsections 8-104 (1)-(4) of the Trinity Metro Procurement Policy, then Trinity Metro shall have the general ability and authority, when negotiating the terms and conditions of any contract to be entered into with any entity, to negotiate for the inclusion of dispute resolution procedures in such contract. Such dispute resolution procedures may vary from contract to contract, provided that, at a minimum, the procedures require that a meeting of senior representatives, mediation, and/or formal alternative dispute resolution procedures be followed before any party may file suit against, or initiate an arbitration proceeding against, Trinity Metro for an alleged breach of contract claim.

**6.11.1 Performance During Dispute** - Unless otherwise directed by Trinity Metro, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

### **6.12 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 of damage.

### **6.13 Remedies**

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Trinity Metro 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.

### **6.14 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 Trinity Metro, 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.

#### **1. Definitions for Purposes of the section**

The term “days” refers to working days when Trinity Metro’s administrative offices are open for normal operations.

The term “interested party” means any person (a) who is an actual Bidder or prospective Bidder in the procurement involved, and (b) whose direct economic interest would be affected by the award of the contract or by a failure to award the contract.

Note – The Federal Transit Administration (FTA) will be notified by Trinity Metro of all formal, written protests, when FTA funds are involved.

2. Trinity Metro will hear and consider a bona fide protest regarding its procurement actions. It is anticipated that the majority of protests will be evaluated and finally decided by Trinity Metro. Accordingly, Trinity Metro intends to provide a thorough review of all bona fide protests. Trinity

Metro's primary concern, however, is the timely procurement of needed capital equipment, supplies or services. It does not intend to allow the filing of protests to unnecessarily delay the procurement process, especially if the protest involved is vexatious or frivolous in nature.

Notwithstanding the availability of these protest procedures, any interested party is encouraged to exhaust all methods described in this section of resolving an issue before filing a formal protest with Trinity Metro. In its consideration of a protest, Trinity Metro reserves the right to give due consideration to the good faith efforts of the protestor to resolve the issue involved through informal methods.

### 3. Submission of Protest

Any interested party may file a protest with Trinity Metro on the basis that Trinity Metro has failed to comply with applicable Federal or State Regulations or with Trinity Metro's procurement process. The protest shall be filed in accordance with the timing requirements set forth in subsection D. "Types of Protests and Timing" of this section, and shall include: The name, phone number, e-mail and address of the protestor.

The IFB and proposed contract number of the Bid. A statement of grounds for the protest, a statement as to what relief is requested, and in particular the Federal or State law or Trinity Metro process alleged to have been violated. This statement shall be accompanied by any supporting documentation the protesting party desires Trinity Metro to consider in making its decision.

Protest shall be submitted to:

Aya Ealy  
Director of Procurement  
Trinity Metro  
801 Grove Street  
Fort Worth, TX 76102  
Email: [Contractmgmt@ridetm.org](mailto:Contractmgmt@ridetm.org)

### 4. Types of Protests and Timing

The requirement for timely filing of protest with Trinity Metro will depend upon the type of protests involved. Trinity Metro will consider the following three types of protest by interested parties:

#### a. Protest regarding Bid

Any protest regarding the Bid shall be filed no later than five (5) business days before Bid due date. Any protest filed after that date regarding the Bid will not be considered by Trinity Metro. This type of protest would include any claim that the Bid contained exclusionary or discriminatory specification, any challenge to the basis of award, or any claim that the Bid documents or the Bid process violated applicable Federal or State law, or that Trinity Metro failed to follow its procurement process in the Bid.

#### b. Protests regarding Requirements and Responsiveness.

Any protest regarding the requirements and responsiveness of Bid by Trinity Metro shall be filed with Trinity Metro no later than ten (10) business days after receipt of letter of notification of non-responsiveness. Any protest filed after such date regarding the requirements and responsiveness

will not be considered by Trinity Metro.

This type of protest would include any challenge to determinations by Trinity Metro of the responsiveness of or the responsibility of a Bidder, or any claim that the requirements and responsiveness of Bid violated Federal or State law or Trinity Metro's procurement process.

c. Protest Regarding Receipt of Non-Award Notification

Any protest regarding the award of the contract shall be filed no later than five (5) business days after receipt of Non-Award Notification. Any protest regarding the award of the contract filed after that date will not be considered by Trinity Metro.

This type of protest will only be entertained by Trinity Metro if the protestor is able to demonstrate that the party awarded the contract fraudulently represented itself as a responsible Bidder of that Trinity Metro violated Federal or State regulations or its Procurement Process in the award of the contract.

d. Trinity Metro's Response

Trinity Metro will notify the protestor upon timely receipt of a protest and may, where appropriate, request additional information from the protestor. Trinity Metro may, at its discretion, meet with protestor to review the matters raised by the protest. Trinity Metro's consideration of the particular types of protests will, except as otherwise stated in subsection 2. "Decisions by Trinity Metro" of this section E. "Authority Response" proceed in accordance with the following provisions:

**1. Types of Protests**

a. Protest regarding Bid

Upon receipt of a timely filed protest regarding the Bid, Trinity Metro will postpone the opening until resolution of the protest. No additional Bids will be accepted during the period of postponement.

If the protest regarding the Bid involves a claim of unduly restrictive or exclusionary specifications, Trinity Metro will, in evaluation of the protest, consider both the specific need of Trinity Metro for the feature or item challenged and any effects on competition of including the specifications regarding that feature or item. If Trinity Metro determines that such feature or item was included in the specification in order to meet justified and valid transit needs of Trinity Metro, and was not unduly restrictive of competition or designed to exclude a particular competitor, then Trinity Metro will have grounds to deny the protest.

b. Protest regarding requirement and responsiveness

Upon receipt of a timely filed protest regarding the requirements responsiveness, Trinity Metro will suspend its evaluation of all Bids submitted until resolution of the protest, if Trinity Metro determines that the protestor has established that there are reasonable doubts regarding the responsiveness of a Bid or the responsibility of a Bidder or regarding Trinity Metro's compliance with Federal or State Regulations or its procurement process.

c. Protests after non-award notification

Upon receipt of a timely filed protest regarding the non-award notification Trinity Metro will not

proceed with Contract, if necessary, until the resolution of the protest if Trinity Metro determines that the protestor has established a prima facie case that the Contract was awarded fraudulently or in violation of that Federal or State Regulations or Trinity Metro's procurement process.

## 2. Decisions by Trinity Metro

As indicated above, in most instances Trinity Metro will suspend the procurement process upon receipt of a bona fide protest. However, Trinity Metro reserves the right, notwithstanding the pendency of a protest, to proceed with the appropriate action in the procurement process or under the Contract in the following cases:

- a. Where the item to be procured is urgently required;
- b. Where Trinity Metro determines that the protest was vexatious or frivolous; or
- c. Where delivery or performance will be unduly delayed or other undue harm will occur, by failure to make the award promptly.

After reviewing the protest submitted under this section, Trinity Metro will issue a written decision on the basis of the information provided by the protestor, the results of any meetings with protestor, and Trinity Metro's own investigation. If the protest is upheld, Trinity Metro will take appropriate action to correct the procurement process and protect the rights of the protestor, including re-Bid, revised evaluation of Bid or Trinity Metro determinations, or termination of the contract. If the protest is denied, Trinity Metro will lift any suspension imposed and proceed with the procurement process.

### 6.15 Byrd Anti-Lobbying Amendment,

31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] Contractors who apply or bid for an award of \$100,000 or more shall file the certification required (F8) 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. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to Trinity Metro.

### 6.16 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 Trinity Metro and understands and agrees that Trinity Metro 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.

**6.17 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 Trinity Metro and understands and agrees that Trinity Metro 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.

**6.18 Americans with Disabilities Act of 1990 (ADA)**

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Management Company also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following federal regulations, including any amendments thereto:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
3. Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
4. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
5. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
6. U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
7. 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;
8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
9. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

### **6.19 Equal Opportunity and Affirmative Action**

1. Contractor shall comply fully with the requirements of Executive Order Numbers 11246 as amended, 11625, 11701, and 11758 relating to employment practices. If applicable, the provisions of 41 CFR 60-1.4, 60-250.4, and 60-741.4 are hereby incorporated by reference, and Contractor agrees to adhere to said regulations. In the performance of its services, Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, age, marital status, sex, or national origin.

2. Contractor/ Subcontractor Assurance. Trinity Metro agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Third Party Contractor and agrees to obtain the agreement of each of its Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:

3. Contractor, and each Subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26;

4. The Contractor, and each Subcontractor must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable;

5. Failure by the Contractors or Subcontractors to carry out the requirements of this subparagraph 12.e(4)(ii) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable; and

6. The following remedies, or such other remedy as Trinity Metro deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor, or Subcontractor from future bidding as non-responsible.

### **6.20 Electronic and Information Technology**

Trinity Metro 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
- (2) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194.

### **6.21 Safe Operation of Motor Vehicles**

1. Distracted Driving, Including Text Messaging While Driving.

a. Contractor and their subcontractors are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by contractor, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the contract, or when performing any work for or on behalf of the contract;

b. Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving. Contractors are encouraged to include this provision in each subconsultant agreement.

## 2. Seat Belt Use.

Contractors and their subcontractors are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

### **6.23 Prohibition on certain telecommunications and video surveillance services or equipment.**

In accordance with 2 CFR 200.216, Trinity Metro is prohibited from purchasing certain telecommunications and video surveillance services or equipment. As such, Contractor agrees not to purchase any telecommunications and/or video surveillance services or equipment produced by the companies listed below or any subsidiary or affiliate of such entities for this contract. Fort Worth Transportation Authority is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

**Section 7 Safety, Security and Emergency Requirements**

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

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

**Section 8 Attachments and Forms**

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

- F1 - Attachments and Amendments**
- F2 - Certification of Contractor Regarding Debarment, Suspension, and Other Responsibility Matters**
- F3 - Conflict of Interest Acknowledgement and Certification**
- F4 - Business Questionnaire & List of References**
- F5 - List of References for Similar Projects**
- F6 - Affidavit of Non-Collusion**
- F7 - Prohibition of Contracts with Companies Boycotting Israel**
- F8 - Federal Tax Liability and Recent Felony Conviction Certification**
- F9 - Trinity Metro Safety, Security and Emergency Requirements**
- F10 - Bid Price Sheet**
- Offer and Acceptance Contract Form**
- Attachment A**

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

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

### F1- ATTACHMENTS AND AMENDMENTS

The undersigned acknowledges receipt of attachments and amendments for The Fort Worth Transportation's solicitation **IFB 25-T052 – Antifreeze Delivery Services**

ATTACHMENTS:

AMENDMENTS:

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

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

<i>Authorized Signature</i>	<i>Name of Company</i>
<i>Printed Name and Title</i>	<i>Date</i>

**F2 - CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The potential contractor for Trinity Metro contract (hereinafter "PRIMARY PARTICIPANT"), \_\_\_\_\_ 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 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:		Date:	
Name / Title:			
Company Name:			

**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:		Date:	
Name / Title:			
Company Name:			

Signature:		Date:	
Name / Title:			
Company Name:			

### **F3 - 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 Director of Contract Administration and Procurement or Trinity Metro'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 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:		Date:	
Name / Title:			

**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:		Date:	
Name / Title:			

***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.***

### F4 - 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. Bidders 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. Legal Name of Bidder ("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
<input type="checkbox"/> \$100K - \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1M-\$10M <input type="checkbox"/> \$10M-\$20M <input type="checkbox"/> >\$20M
6. Has the business, or any officer or partner, failed to complete a contract? <input type="checkbox"/> Yes <input type="checkbox"/> No
7. Is any litigation pending against the business? <input type="checkbox"/> Yes <input type="checkbox"/> No
8. Has the business ever been declared "not responsible" for the purpose of any governmental agency contract award? <input type="checkbox"/> Yes <input type="checkbox"/> No
9. Has the business been debarred, suspended, proposed for debarment, and 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. Provided completed List of References for Similar Projects form. \_\_\_\_\_ Yes \_\_\_\_\_ No

19. Select whether or not your firm is classified as \_\_\_ DBE or \_\_\_ Non-DBE

20. NAICS code associated with this IFB:

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 Trinity Metro's Bidders' list and/or
4. Legal action(s) applicable under federal, state or local law.

Signature:

Date:

Name / Title:

Company  
Name:

## F5 - LIST OF REFERENCES FOR SIMILAR PROJECTS

*(Use additional pages as necessary)*

<b>1. Project:</b>
Date of Completion (if applicable):
Company Name:
Address:
Contact Name:
Telephone Number:
E-Mail Address:
<b>2. Project:</b>
Date of Completion (if applicable):
Company Name:
Address:
Contact Name:
Telephone Number:
E-Mail Address:
<b>3. Project:</b>
Date of Completion (if applicable):
Company Name:
Address:
Contact Name:
Telephone Number:
E-Mail Address:
<b>4. Project:</b>
Date of Completion (if applicable):
Company Name:
Address:
Contact Name:
Telephone Number:
E-Mail Address:

**F6 - AFFIDAVIT OF NON-COLLUSION**

Each member of the proposing team (**prime and subs**) shall submit a signed and notarized Form 6 – Non-Collusive Affidavit.

THE UNDERSIGNED, HAVING SUBMITTED BID TO PROVIDE Antifreeze Delivery Services in response to IFB 25-T052 swear that said Bidder 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 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.

Signature:		Date:		
Name / Title:				
Company Name:				

STATE of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was subscribed and sworn before me this \_\_\_\_ day of, \_\_\_\_\_, 20\_\_.

(Personalized Seal Below)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
My Commission Expires (Date)

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

**F7 - PROHIBITION OF CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**  
 (This form must be completed and submitted with the bid)

House Bill 793, effective September 1, 2019, amended the Texas Government Code to add Chapter 2270, Prohibition of Contracts with Companies Boycotting Israel.

Effective September 1, 2019, 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:		Date:	
Name / Title:			

## F8 – FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTION CERTIFICATION

The Federal Transportation Administration's ("FTA") Master Agreement dated May 2, 2024 (the "Master Agreement") defines a "Third-Party Participant" as:

"Each participant in the Recipient's Project ... whose work under the Project is supported with FTA funding, eligible non-federal share dedicated to the Project, or is dedicated as an in-kind contribution eligible for non-federal share. A Third Party Participant may be a Subrecipient, Third Party Contractor, Third Party Subcontractor, Lessee, or Similar Participant in the Recipient's Project (for example, a partner in a joint development venture)."

A person, partnership, or other entity that submits a bid or proposal under this procurement (a "Bidder") is a prospective Third Party Participant as defined in the Master Agreement. The Master Agreement requires Trinity Metro to obtain the following certifications from each prospective Third Party Participant.

The Bidder signing this form below certifies the following:

A) The Bidder does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

B) The Bidder was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

Legal Name of Bidder: \_\_\_\_\_

Signature: By: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

If you cannot so certify, Trinity Metro agrees to refer the matter to the FTA and will not enter into any Third Party Agreement with a Bidder without FTA's written approval.

Bidder cannot certify regarding Federal Tax Liability and Recent Felony Conviction.

Legal Name of Bidder: \_\_\_\_\_

Signature: By: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contract Awardees are required to flow this requirement down to all lower tiers subcontractors, without regard to the value of any subagreement.

## F9 – TRINITY METRO SAFETY, SECURITY AND EMERGENCY REQUIREMENTS

The undersigned acknowledges and agrees to Trinity Metro's Safety, Security and Emergency Requirements as outlined in Section 7 of this Solicitation.

<i>Authorized Signature</i>	<i>Name of Company</i>
<i>Printed Name and Title</i>	<i>Date</i>

**F10 – BID PRICE SHEET**

Please provide a detailed cost for your services broken into product and service costs.

ITEM	DESCRIPTION	Min Qty	Min Price	Max Qty	Max Price
#1	50/50 Antifreeze (per specifications) (Quote Unit of Measure in Gallons)				
#2	Raw Antifreeze (per specifications) (Quote Unit of Measure in 55 gallon drums)				

<b>Name of Firm</b> <b>Mailing Address of Firm:</b>		<b>PRICE TO BE QUOTED FOR TRINITY METRO</b>  Trinity Metro reserves the right to reject any and all bids for any reason deemed to be to the benefit of Trinity Metro. Trinity Metro reserves the right to accept or reject all or any part of a bid, to waive minor technicalities and to award the bid to best serve the interest of Trinity Metro.
<b>Contact Name:</b>		
<b>Contact Phone:</b>		
<b>Contact Email:</b>		
<b>The Proposer must sign and date this form in the space provided below and return it with the offer</b>		
<b>Name &amp; Title of Person Authorized to Sign the Bid (Print or Type)</b>	<b>Signature</b>	<b>Date</b>

### OFFER AND ACCEPTANCE CONTRACT FORM

The undersigned Bidder/Proposer hereby offers to furnish goods and/or services for the contract identified below in strict compliance with the terms, specifications, and conditions of the contract solicitation and, if applicable, any amendments or modifications thereto, all as described on the Attachment A attached to and made a part of this document for all purposes (collectively, the "Solicitation Documents") at the prices set out in the undersigned's response to the Solicitation Documents, subject only to modifications, if any, expressly accepted on the Terms and Conditions Acceptance Form attached to and made a part of this document for all purposes.

If and when Trinity Metro executes this Offer and Acceptance Contract form, the Solicitation Documents, this Offer and Acceptance Contract form, and the attachments hereto (the "Contract Documents") shall be a contract between the undersigned and Trinity Metro, on the terms set forth in the Contract Documents, effective as of the date executed by Trinity Metro (the "Effective Date").

Contractor shall submit monthly invoices for Services delivered, completed and accepted, via email to Trinity Metro's Accounts Payable department at [accountspayable@ridetm.org](mailto:accountspayable@ridetm.org) and copy the Department Representative listed under Notices in the contract. Approved invoices amounts will be paid net 30 days from the invoice date (Section 5.2, Expenses & Invoicing).

This Contract may be terminated by either party with or without cause by providing thirty (30) days written notice to the other party to this Contract. Trinity Metro will not incur any penalties and fees other than for services performed prior to the effective termination date.

Contract No. \_\_\_\_\_ Initial Contract Term: \_\_\_\_\_ to \_\_\_\_\_  
with \_\_\_\_\_ one year options to renew.

[THE BLANKS ABOVE MUST BE COMPLETED BY TRINITY METRO]

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

Bidder's Point of Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

The person executing this document on behalf of Bidder represents and warrants that he or she has full power and authority enter into the Contract Documents on Bidder's behalf and bind Bidder to all of its obligations thereunder.

By: \_\_\_\_\_, authorized signatory  
Print name: \_\_\_\_\_ Print title: \_\_\_\_\_

**FORT WORTH TRANSPORTATION AUTHORITY,  
dba TRINITY METRO**

By: \_\_\_\_\_ Effective Date: \_\_\_\_\_  
Print name: \_\_\_\_\_ Print title: \_\_\_\_\_

## ATTACHMENT A

This Attachment A is attached to and forms a part of the Offer and Contract Signature form for Contract No. \_\_\_\_\_.

1. Bid (the "Solicitation") issued by Fort Worth Transportation Authority, dba Trinity Metro, dated \_\_\_\_\_, 20\_\_\_\_.
2. [List all amendments, if any, to the Bid, by name and date of issuance].

\_\_\_\_\_ 's signature on the Offer & Contract

[INSERT BIDDER'S LEGAL NAME IN THIS BLANK] Signature Form to which this Terms & Conditions Acceptance Form is attached certifies Bidder's complete acceptance of the terms and conditions of the Solicitation Documents, subject only to those Proposed Modifications listed below (and on attached additional pages, if any) **that have been accepted by Trinity Metro as signified by the initials of an authorized Trinity Metro signatory in the column headed "Accepted (For Trinity Metro's Use)"**.

Proposed Modifications will not be accepted or effective without the express written approval of Trinity Metro in the "Accepted" column. All proposed modifications must be clearly explained, reference the Solicitation Documents provision(s) that Bidder proposes to modify and clearly state any proposed modified language and/or proposed additional terms, and a draft of the Solicitation Documents must be included that provisionally incorporates Bidder's proposed modifications, with proposed additions double-underlined and proposed deletions struck through.

Note: Unacceptable proposed modifications may remove Bidder's Bid from consideration for award. Trinity Metro shall be the sole judge on the acceptance or rejection of proposed modifications, and its decision shall be final. If a Bid is returned with proposed modifications that are not expressly accepted by Trinity Metro, the Solicitation Documents shall not be modified and the Contract Documents shall be binding without giving any force to the unaccepted modifications.

Check one of the following responses (if no response is checked or if no Proposed Modifications are listed, Bidder's will be deemed to take no exceptions):

\_\_\_\_\_ Bidder takes no exceptions to the IFB 25-052 and Contract Documents.

\_\_\_\_\_ Bidder proposes the following modifications to the Solicitation, as further specified in the draft proposed Contract Documents included herewith: (Feel Free to Add Additional Pages)

<b>Section/Page</b>	<b>Term, Condition, or Specification</b>	<b>Proposed Modification</b>	<b>Accepted (For Trinity Metro use)</b>