

# Transit Management of Beaumont

## Invitation for Bid



IFB#2024-002

Title: Preventative Maintenance Parts  
Due Date : September 18, 2024 5 :00 pm CDT

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## 1. NOTICE TO BIDDERS

### 1.1. GENERAL

Transit Management of Beaumont (TMB) is soliciting bids from qualified vendors for preventative maintenance parts. This solicitation may result in the award of more than one contract. This contract(s) will be a firm, fixed fee price for 1 year. The following instructions are intended to afford bidders an equal opportunity to participate in TMB's contracts.

### 1.2. PROCUREMENT SCHEDULE

IFB Issued:	August 9, 2024
Request for Information/Approved Equals:	August 21, 2024 by 5:00 pm CDT
Response to Requests for Information/Approved Equals:	August 27, 2024 by 5:00 pm CDT
Bids Due Date:	September 18, 2024 by 5:00 pm CDT
Contract(s) Awarded (Tentative):	September 28, 2024 by 5:00 pm CDT
Contract Performance Period:	October 1, 2024 - September 30, 2025

### 1.3. LABELING

1.3.1. All Bids must be clearly labeled:

**Bidder's Name and Address**

**Bid for: IFB No. 2024-002 Preventative Maintenance Parts**

**Bid Due Date: September 18, 2024 5:00 pm CDT**

1.3.2. All email correspondence must include IFB 2024-002 in the subject line.

### 1.4. FORMAT AND SUBMISSION OF BIDS

1.4.1. TMB will not consider illegible bids.

1.4.2. Elaborate bids (i.e., expensive artwork) beyond that sufficient to present a complete and effective bid, are not necessary or desired.

1.4.3. One hard copy and one digital copy of the bid is required.

1.4.3.1. Digital copies may be in the form of an email or a USB drive.

1.4.4. At least one hard copy of bid must be delivered or mailed to:

Transit Management of Beaumont  
**Attn: Buyer**  
550 Milam Street  
Beaumont, TX 77701

1.4.5. Email bids must be mailed to [heather.aguilar@beaumonttransit.com](mailto:heather.aguilar@beaumonttransit.com) making sure to include IFB No 2024-002 in the subject line. An acknowledgement email will be sent upon receipt.

1.4.6. Bids may be hand delivered between 8 am and 5 pm CDT Monday through Friday excluding Holidays.

1.4.6.1. Transit Management of Beaumont is closed for the following holidays:

- New Year's Day
- MLK Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Black Friday
- Christmas Day

1.4.7. Hard copies must be postmarked at least 5 days before the due date of the bids. Note: If you are mailing your proposal via a third-party delivery service, the outside of the packaging MUST be clearly marked ATTN: Buyer with the IFB name and number. This ensures the bid can be delivered to the Buyer without first having to be opened.

1.4.8. Bids must be delivered as instructed. Deliveries to other city departments and/or locations may result in disqualification.

1.4.9. Any bids which are mislabeled or do not indicate the Bidder's name or address as required above may be opened by TMB solely for the purpose of identifying the Bidder for return of the bid.

**1.5. TRANSIT MANAGEMENT OF BEAUMONT CONTACT INFORMATION**

1.5.1. Transit Management of Beaumont Finance Department administers the procurement function.

Heather Aguilar  
Buyer  
550 Milam St  
Beaumont, TX 77701  
Ph: (409) 980-8194  
Fax (409) 832-3609  
heather.aguilar@beaumonttransit.com

Christine Stanley  
Director, Finance & HR  
550 Milam St  
Beaumont, TX 77701  
Ph: (409) 835-7895 x2314  
Fax (409) 832-3609  
christine.stanley@beaumonttransit.com

1.5.2. Contacting staff outside of the Finance Department regarding this Invitation for Bid (IFB) without written consent from the Finance Department may result in your bid being rejected.

**1.6. EXPLANATIONS AND COMMUNICATIONS**

1.6.1. Any explanation desired by a bidder regarding the meaning or interpretation of these instructions or any other bid documents must be requested in writing to TMB's Buyer according to the Procurement Schedule set forth in Section 1.2.

1.6.2. Oral explanations or instructions will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an amendment to the invitation if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders.

1.6.3. All communications regarding this solicitation – written, faxed, or e-mailed should be made directly to the Buyer. Any violation could be grounds for disqualification.

**1.7. INQUIRIES, CLARIFICATIONS, AND EXCEPTIONS**

1.7.1. Bidders are to raise any questions they have about the IFB document without delay. Direct all questions, in writing, to the Purchasing Department Buyer listed in Section 1.5.1 by the date listed in Section 1.2.

1.7.2. Bidders finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this IFB document shall immediately notify the Buyer and request clarification. In the event it is necessary to provide additional clarification or revision to the IFB, TMB will post addenda – see 1.16 below. Bidders are strongly encouraged to check for addenda regularly.

1.7.3. Bids should be as responsive as possible to the provisions stated herein. A prospective vendor may take “exception” to bid terms, conditions, specifications and dates stated within the bid package. However, TMB reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in its best interests.

## **1.8. MODIFICATION OR WITHDRAWAL OF BIDS**

1.8.1. Bidders may, without prejudice, withdraw bids submitted prior to the date and time specified for receipt of bids by requesting such withdrawal before the due time and date of the submission of bids. After the due date of submission of bids, no bids may be withdrawn. Bidders may modify their bids at any time prior to the due date of bids.

## **1.9. SPECIFICATIONS**

1.9.1. Bidders are expected to examine the specifications, any drawings, standard provisions, and all instructions. Failure to do so will be at the bidder’s risk. Bids which are submitted on other than authorized forms or with different terms or provisions may not be considered as responsive bids.

1.9.2. The apparent silence of the specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made based on this statement.

## **1.10. INFORMATION REQUIRED**

1.10.1. Each Bidder shall furnish the information required by the bid documents. The Bidder shall sign the Price Schedule and, when appropriate, the specifications, which documents shall collectively constitute the Bidder’s offer. Erasures or other changes must be initialed by the person signing the documents. Bids signed by an agent are to be accompanied by evidence of their authority unless such evidence has been previously furnished to TMB.

1.10.2. Prices quoted should be F.O.B. destination. If transportation charges are not included in the quoted price, they must be itemized separately. TMB reserves the right to specify the method of transportation for the shipment of the goods.

1.10.3. TMB does not pay federal excise taxes or state and local sales and use taxes, except for contracts for improvements to real property.

1.10.4. Time of delivery is part of the bid and very important. The required delivery date is four (4) business days from the date the Purchase Order is received excluding holidays. If the indicated date cannot be met, the Bidder shall state its best delivery time.

### **1.11. REFERENCES**

1.11.1. TMB requires that Bidders supply a list of pertinent references using the enclosed References Form (Attachment B).

### **1.12. EVALUATION FACTORS**

1.12.1. TMB will award multiple contracts based upon the most responsive responsible bids, price and other factors considered.

1.12.2. In determining the most responsive responsible bids, TMB may consider, in addition to price, other factors such as compliance with the bid documents, delivery requirements, warranties, the financial or other qualifications and abilities of the Bidders, past performance of the Bidders, other factors contributing to the overall costs, both direct and indirect, related to an item, and compliance with TMB's policies and goals. A record of poor performance or nonperformance on prior transactions may disqualify a Bidder.

### **1.13. RESERVATION OF RIGHTS**

1.13.1. TMB expressly reserves the right to:

1.13.1.1. Reject or cancel any or all bids;

1.13.1.2. Waive any defect, irregularity or informality in any bid or bidding procedure;

1.13.1.3. Waive as an informality, minor deviations from specifications at a lower price than other bids meeting all aspects of the specifications if it is determined that total cost is lower, and the overall function is improved or not impaired;

1.13.1.4. Extend the bid opening time and date;

1.13.1.5. Reissue a bid invitation;

1.13.1.6. Consider and accept an alternate bid as provided herein when most advantageous to TMB; and

1.13.1.7. Procure any item or services by other means.

### **1.14. SINGLE BID**

1.14.1. In the event a single bid is received, TMB will, at its option, either conduct a price comparison of the bid and make the award or reject the bid and re-advertise. A price

analysis is the process of examining the bid and evaluating a prospective price without evaluating the separate cost elements. Price analysis shall be performed by comparison of the price quotations, with published price lists, or other established or competitive prices. The comparison shall be made to a purchase of similar quantity and involving similar specifications.

### **1.15. APPROVED EQUALS**

1.15.1. If the Bid Invitation indicates “approved equal” products are acceptable, the Bidder must submit the proposed equivalent product for prior approval by TMB. Unless a greater time is specified in the Bid Invitation, specifications, or other special instructions applicable to federal grant-funded contracts, any such proposed equal must be submitted to TMB for prior approval. All approved IFB No. 2024-002 equals must be submitted in writing using the Request for Information/Approved Equals Request Form (Attachment F) enclosed in this IFB for approval prior to bid submission.

1.15.2. Specifications are intended to define the general level of quality and performance of this purchase and not to restrict competition. Vendors may offer one or more alternates with lesser or greater features; however, TMB reserves the right to make its selection based on its best interest. Vendors offering alternates shall submit, with their proposal, an itemized comparison with this specification, documenting equivalence for quality, performance, etc. Failure to identify exceptions or deviations in this manner may be a basis to declare the bid as non-responsive. If in your opinion, any of the specifications, terms and conditions of this IFB prevents you from offering a bid, consideration will be given to a Vendor’s request for change.

### **1.16. ADDENDA**

1.16.1. In the event that it is necessary to provide additional clarification or revision to the IFB, TMB will post addenda to its website – see 1.17 below. It is the Bidder’s responsibility to regularly monitor the websites for any such postings. Bidders must acknowledge the receipt of any addenda on Attachment D. Failure to retrieve addenda and include their provisions may result in disqualification.

### **1.17. BID DISTRIBUTION INFORMATION**

1.17.1. Transit Management of Beaumont posts Invitations for Bid, Requests for Proposal, addenda, tabulations, awards and related announcements on its website <https://beaumonttransit.com/business-with-us/>. It is the Bidders responsibility to regularly monitor the website for any such postings. Bidders’ failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification.



## **1.18.PUBLIC RECORDS**

1.18.1.Bidders are hereby notified that all information submitted in response to this IFB may be made available for public inspection according to the Public Records Law of the State of Texas or other applicable public record laws. Information qualifying as a “trade secret” defined in State of Texas Statutes may be held confidential.

1.18.2.Bidders shall seal separately and clearly identify all information they deem to be “trade secrets,” as defined in the State of Texas Statutes. Do not duplicate or co-mingle information deemed confidential and sealed, elsewhere in your response.

Sec. 134A.002.

*(6) “Trade secret” means all forms and types of information, including business, scientific, technical, economic, or engineering information, and any formula, design, prototype, pattern, plan, compilation, program device, program, code, device, method, technique, process, procedure, financial data, or list of actual or potential customers or suppliers, whether tangible or intangible and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if:*

*(A) the owner of the trade secret has taken reasonable measures under the circumstances to keep the information secret; and*

*(B) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information.*

1.18.3.TMB cannot ensure that information will not be subject to release if a request is made under applicable public records laws. TMB cannot consider the following confidential: a bid in its entirety, price proposal information, or the entire contents of any resulting contract. TMB will not provide advance notice to bidders prior to release of any requested record.

1.18.4.To the extent permitted by such laws, it is the intention of TMB to withhold the contents of Bids from public view, until such times as competitive or bargaining reasons no longer require non-disclosure, in TMB’s opinion. At that time, all bids will be available for review in accordance with such laws.

## **1.19.CONTRACT QUANTITIES**

1.19.1.The estimated annual quantities identified within this IFB are for bid purposes only and are based on historical data. TMB does not guarantee the purchase of any specific quantity or dollar amount.

1.19.2. Bids that state TMB must guarantee a specific quantity or dollar amount may be disqualified.

### **1.20. ACCEPTANCE/REJECTION OF BIDS**

1.20.1. TMB reserves the right to accept or reject any or all bids submitted, in whole or in part, and to waive any informalities or technicalities, which at TMB's discretion is determined to be in its best interests. Further, TMB makes no representations that a contract will be awarded to any bidder responding to this request. TMB expressly reserves the right to reject any and all bids responding to this invitation without indicating any reasons for such rejection(s).

1.20.2. TMB reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

1.20.3. Acceptance of a Bidder's offer will be by issuance of an acceptance letter by TMB. Subsequent Purchase Orders will be issued on a Net30 day basis as needed.

### **1.21. BID PROTESTS**

TMB policy requires that all prospective contractors be accorded fair and equal consideration in the solicitation and award of contracts. To that end, any interested party shall have the right to protest alleged inequities in the procurement process and to have its issues heard, evaluated, and resolved administratively. "Interested party" is defined as an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by failure to award a contract.

#### **1.21.1. Submittal Procedures**

1.21.1.1. An interested party wishing to protest a matter involving a proposed procurement or contract award shall file a written submission to:

Claudia San Miguel, General Manager  
550 Milam St.  
Beaumont, TX 77701

1.21.1.2. Protest must be filed by certified mail or other delivery method by which receipt can be verified. Electronic submission of protests will not be accepted.

1.21.1.3. The protest shall include, at a minimum:

1.21.1.3.1. The name and address of the protesting party and its relationship to the procurement sufficient to establish that the protest is being filed by an interested party

1.21.1.3.2. Identity of the contact person for the protestor, including name, title, address, telephone, fax and email addresses. If the contact point is a third party representing the protestor, the same information must be provided,

plus a statement defining the relationship between the protester and the third party;

1.21.1.3.3. Identification of the procurement;

1.21.1.3.4. A description of the nature of the protest, referencing the portion(s) of the solicitation involved;

1.21.1.3.5. Identification of the provision(s) of any law, regulation, or other governance upon which the protest is based;

1.21.1.3.6. A complete discussion of the basis for the protest, including all supporting facts, documents or data; and

1.21.1.3.7. A statement of the specific relief requested.

1.21.1.4. The protestor is solely responsible for the completeness and validity of the information provided. Any documents relevant to the protest should be attached to the written submission. Documents which are readily available on the internet may be referenced to an appropriate link.

1.21.1.5. Protests shall be submitted in accordance with the requirements of this chapter and any directions included in the solicitation and shall be addressed to the General Manager. TMB may decide a protest solely upon the written submission. The protest submission must therefore include all materials necessary to support the protester's position. Additional or supplemental materials may only be submitted at the request of, or with the permission of, the General Manager. If the procurement uses federal funds, an informal notice of receipt of a protest must be given to the appropriate regional office of the Federal Transit Administration. The form of notice may be specified by the regional office.

#### 1.21.2. Protests of the Solicitation Process

1.21.2.1. A protest related to the technical scope or specification, terms, conditions, or form of a solicitation must be received no later than three (3) working days prior to the due date of proposals; if the protest addresses an amendment to the solicitation, it must be received no later than three (3) working days prior to the due date for proposals or three (3) working days after the date of issuance of the amendment, whichever is later; in no event, however, may a protest of this nature be submitted after bids or proposals are received. Upon receipt of such a protest, the General Manager shall notify all prospective procurement offerors and other known interested parties of the receipt and nature of the protest and shall post a notice of the protest on TMB's web page. Unless the General Manager determines that delay will be prejudicial to the interest of TMB or that the protest patently lacks substantial merit, the solicitation process will be extended pending resolution of the protest. The protest will be considered and either

denied or sustained, in part or in whole, by the General Manager in writing. A written decision specifying the grounds for sustaining, in part or in full, or denying the protest will be transmitted to the protestor prior to the receipt of bids or proposals in a manner that provides verification of receipt.

1.21.2.2.A notice of the decision shall be provided to all parties given notice of the protest and posted to TMB's web page. Should the protest be upheld in whole or in substantial part, the contracting officer may either (1) amend the solicitation to correct the document or process accordingly; or (2) cancel the solicitation in its entirety. If the solicitation is amended, the time for receipt of bids or proposals shall be equitably extended to permit all participants to revise their bids or proposals to reflect the decision. If the protest is denied, the solicitation shall proceed as if the protest had not been filed, unless the protester pursues its protest with the Federal Transit Administration (FTA) as defined below, or otherwise appeals the decision of the General Manager, as defined below. Protests received by TMB after the time periods specified above shall be considered untimely and may be denied on that basis unless the General Manager concludes that the issue(s) raised by the protest involves substantial prejudice to the integrity of the procurement process.

#### 1.21.3.Evaluation of Protests

1.21.3.1.A protest decision should ordinarily be written and published within ten (10) working days of receipt of the protest. The General Manager may extend the response period if additional time is required to gather and evaluate information necessary for the decision or for other good cause.

1.21.3.2.The General Manager may request additional written information from the protestor or other parties, as necessary to determine the validity of the protest. A formal or informal hearing may be held. If a formal hearing is held, testimony shall be given under oath and a transcript or electronic recording of the proceeding shall be made; the transcript or recording shall be provided to the protestor and made part of the protest record. The General Manager shall redact from any submission under the protest process information which has been identified as proprietary.

#### 1.21.4.Protests Filed with FTA

1.21.4.1.A protestor may file a protest with FTA only after exhausting all administrative remedies provided by TMB, on the basis described in FTA Circular 4220.1F, Chapter VII, Sec. 1.b. FTA's review of protests will generally be limited to allegations that (1) TMB does not have or fails to follow its protest procedures; (2) TMB failed to review a complaint or protest; or (3) the issue involves violations of Federal law or regulation. The FTA is not obligated to review any protest. Protests addressing TMB's DBE program may be submitted to the U.S.

**1.22.SCOPE OF WORK**

- 1.22.1. Transit Management of Beaumont (TMB) requires the use of various preventative maintenance parts for its heavy-duty (HD) and light-duty (LD) vehicle fleet. Specifications are based on New OEM specifications (Manufacturer/catalog numbers) to establish acceptable standards of quality, performance features, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of approved equal material. All furnished parts must meet New OEM specifications and must meet the Code of Federal Regulations Title 49 Subtitle B Chapter V Part 571 Subpart B Federal Motor Vehicle Safety Standards all sections related to transit bus systems.
- 1.22.2. Bids must meet New OEM Manufacturer Specifications or Approved Equal to ensure each part which is supplied will meet the design criteria for the application in which it was originally engineered to perform within a heavy-duty or light-duty transit life cycle depending on what is specified for that particular part.
- 1.22.3. Manufacturer or Approved Equal: Specifying a Manufacturer, components, and/or equipment in this document will not relieve the supplier from their responsibility to produce the product in accordance with the performance warranty and contractual requirements. The supplier is responsible for notifying TMB of any inappropriate Manufacturer, components and/or equipment that may be called for in the Scope of Work and to propose a suitable substitute for consideration.
- 1.22.4. Whenever a material, article or piece of equipment is identified in the Scope of Work, by manufacturers' number, it is intended merely to establish a new standard. Any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Maintenance Manager, of equal substance and function.
- 1.22.5. Specified Parts: All parts will be new and under no circumstances will used, reconditioned, or obsolete parts be accepted.
- 1.22.6. Materials must be furnished as specified in all cases. Where manufacturers or specific items or processes are used in the Scope of Work by manufacturers' numbers, and the term "approved equal" follows, a request for approval or any substitution or "approved equal" must be submitted in writing to TMB prior to submission of a bid and acceptance of the substitute will be at TMB's discretion. It will be the responsibility of the Bidder to obtain such approval from TMB. The Bidder will be required to supply TMB with performance data, samples, and special guarantees as a condition of acceptance of any approved equals. Bidders will use the Request for Information/Approved Equals Form (Attachment F) for each requested part or

substitutes. Bidders must submit an Request for Information/Approved Equals Form (Attachment F) for manufacturers other than those specified in the Scope of Work by the manufacturers' number.

1.22.7. Bidders will be responsible for providing TMB with information on the latest applicable revision to any part or process specifically called for in the specifications for consideration in the specifications.

1.22.8. If the Contractor is unable to comply with any requirements of this Contract, TMB reserves the right to procure these items from alternative sources.

1.22.9. The Bidder will furnish parts which are either permanently labeled or are traceable.

1.22.10. TMB is looking for a supplier for the following New Standard OEM parts across our varied fleet:

- Fuel filter
- Oil Filter
- Coolant Filter
- Power Steering Filter
- Air Filter
- Transmission Filter Kit
- Water Pump Belt
- Alternator Belt
- Spark Plug
- Ignition Coil

1.22.11. DELIVERY

1.22.11.1. The Bidder will deliver all orders placed by TMB from receipt of the Purchase Order within four (4) business days excluding holidays. Delivery will be made between 8 a.m. to 5:00 p.m., Monday through Friday to 550 Milam St. Beaumont, TX 77701, unless otherwise specified in the IFB.

1.22.11.2. The Bidder will comply with industry standards for packaging and delivery of all orders. A detailed packing slip including pricing with the parts' manifest and purchase order number must be furnished and signed as received by authorized TMB personnel.

1.22.11.3. Discrepancies related to wrong parts, quantities, or delivery will not be accepted by TMB. All costs related to problems caused by the Bidder will be borne by the Bidder. This includes prepaid shipping for goods that were shipped incorrectly.

1.22.11.4. The Contractor will perform all packing, shipping, and freight of supplies procured by this contract.

1.22.11.5. The Contractor shall assume all responsibility and risk of loss incident to said deliveries.

1.22.11.6. The Contractor will clearly mark all crates delivered to the site with the Contractor's name and identification of the contents by number of pieces and item number for each piece.

1.22.11.7. In the event the delivery of the equipment and supplies under the contract shall be necessarily delayed because of strike, injunctions, government controls, or act of God having a direct effect on the manufacture and delivery of the equipment and supplies that could not have reasonably been anticipated by the Contractor, the Contracting Officer may extend the time of completion of the contract.

1.22.11.8. The Contractor will notify the Buyer in writing, within five (5) business days of the beginning of any such delay. The Buyer will investigate the facts and ascertain the extent of the delay and their findings thereon shall be final and conclusive.

#### 1.22.12. WARRANTY

1.22.12.1. All parts will be fully warranted and meet the standard manufacturer's warranty.

1.22.12.2. Product/Services Warranty: The Contractor warrants that the goods furnished under the contract will conform to the contract description, be free of defects in materials and working conditions, be fit for the ordinary purposes for which such goods are used, run of even kind, quality and quantity within each unit and among all units involved, be adequately contained, packaged and labeled as the contract may require and conform to the promises or affirmation of fact made on the container or label, if any.

1.22.12.3. If TMB informed the Contractor of the intended use of the goods supplied under this contract, the Contractor acknowledges that TMB is relying on the Contractor's skills and judgment to furnish suitable goods and warrants that the goods supplied hereunder will be fit for the stated particular purpose of TMB.

1.22.12.4. Where specific equipment items are guaranteed by the manufacturer for periods exceeding standard warranty provisions from the OEM or manufacturers, such guarantees are not voided by provisions of this paragraph.

1.22.12.5. Any equipment or part thereof that has been replaced under the provisions of this warranty shall become property of the Contractor.

1.22.12.6. Should the Contractor wish to have the defective equipment or part thereof returned, it shall be returned at the Contractor's expense.

1.22.12.7. In the event the Contractor does not request the return of such replaced parts within thirty (30) days from the date of replacement, they shall, at the option of TMB, become the property of TMB.

#### 1.22.13. RETURN OF PARTS

1.22.13.1. TMB reserves the right to return any purchased and unused parts within fourteen (14) calendar days from the date of delivery for full credit with no restocking fee. Any returned parts must be unused and in resalable condition.



**ATTACHMENT A**

**PRICE SCHEDULE**

**SEPARATE MICROSOFT EXCEL ELECTRONIC FORM**

Please be sure to read all instructions located on the first tab before completed the second tab.



**Attachment B References**

**IFB #2024-002**

*This form must be returned with your response.*

REFERENCE #1 - CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #2 - CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #3 - CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			



**Attachment C - Vendor Profile**  
**IFB #2024-002**

*This form must be returned with your response.*

**COMPANY INFORMATION**

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN (If FEIN is not applicable, SSN collected upon award)			
IS THE COMPANY A SUBSIDIARY? IF YES, NAME THE HOLDING/PARENT COMPANY			
NUMBER OF YEARS IN BUSINESS		COMMODITY/NAICS CODE AND CORRESPONDING INDEX ENTRY	
DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION (IF APPLICABLE)			
CERTIFICATION YEAR		AGENCY NAME	

**BIDDER PRIMARY CONTACT**

NAME (Able to answer questions about bid.)		TITLE	
OFFICE TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS	CITY	STATE	ZIP

**AUTHORIZED SIGNATORY (IF DIFFERENT FROM PRIMARY CONTACT)**

NAME		TITLE	
OFFICE TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS	CITY	STATE	ZIP

**ORDERS/BILLING CONTACT**

Address where purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

NAME		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS	CITY	STATE	ZIP



**Attachment D - Acknowledgement of Addenda/Addendum**  
**IFB #2024-002**

*This form must be returned with your response.*

COMPANY NAME (Make sure to use your complete, legal company name.)

We acknowledge receipt of the following addenda/addendum listed below:

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\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## Attachment E: Signature Affidavit

**RFP #: 2024-001**

*This form must be returned with your response.*

In signing this Bid, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Bids, that this Bid has been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that this Bid have not been knowingly disclosed prior to the opening of Bids to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Bid, hereby agrees with all the terms, conditions, and specifications required by Transit Management of Beaumont in this Request for Bid, declares that the attached Bid and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

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Company Name

---

Authorized Signatory

---

Printed Name

---

Date



**Attachment F: Request for Information/Approved Equals Form**  
**IFB #2024-002**

Please submit one form for each Approved Equal or Request for Information

Bidder: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Request for Information regarding Page # \_\_\_\_\_ Section : \_\_\_\_\_

**Approved Equal**

OEM Part Number: \_\_\_\_\_  
 Bidder Part Number: \_\_\_\_\_  
 Manufacturer: \_\_\_\_\_

Specifications:

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

TMB Response:

Equal Approved: \_\_\_\_\_  
 Disapproved: \_\_\_\_\_  
 Clarification: \_\_\_\_\_

Comments:

Please use additional sheet if needed.



**Attachment G: Receipt of Attachments and Submittal**  
**IFB #2024-002**

Bidders hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge Receipt	Initial to Acknowledge Submittal
Attachment A: Price Schedule		
Attachment B: References		
Attachment C: Vendor Profile		
Attachment D: Acknowledgement of Addenda/Addendum		
Attachment E: Signature Affidavit		
Attachment F: Approved Equals/Request for Information		
Attachment G: Receipt of Attachments and Submittal		
Attachment H: Federally Required Clauses		

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

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Print Name

## FEDERALLY REQUIRED CLAUSES

### No Federal Government Commitment or Liability to Third Parties

- 1) Transit Management of Beaumont (“TMB”) 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 TMB, the 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. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### False or Fraudulent Statements or Claims

- 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 procurement. 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.

### Access to Third Party Contract Records

- 1) Record Retention – The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-



agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

- 2) Retention Period – The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- 3) Access to Records – The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required
- 4) Access to the Sites of Performance – The Contractor agrees to permit FTA and its Contractors access to the sites of performance under this contract as reasonably may be required.

#### Changes to Federal Requirements

- 1) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between TMB and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.
- 2) All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 C.F.R. Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

#### Termination

- 1) *Termination for Convenience (General Provision)* Transit Management of Beaumont may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in its best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.
- 2) *Termination for Default [Breach or Cause] (General Provision)* If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, Transit Management of Beaumont may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.  
If it is later determined by TMB that the contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are

beyond the control of contractor, TMB, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

- 3) *Opportunity to Cure (General Provision)* TMB in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions.  
If contractor fails to remedy to TMB's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from TMB setting forth the nature of said breach or default, TMB 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 TMB 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 TMB elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by TMB shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- 5) *Termination for Convenience (Professional or Transit Service Contracts)* TMB, by written notice, may terminate this contract, in whole or in part, when it is in its interest. If the 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.
- 6) *Termination for Default (Supplies and Service)* If 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, TMB may terminate this contract for default. TMB shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for TMB's convenience.
- 7) *Termination for Default (Transportation Services)* If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, TMB may terminate this contract for default. TMB shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by TMB, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and TMB shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor

was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for TMB's convenience.

- 8) *Termination for Default (Construction)* If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:
- a. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
  - b. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

- a. *Termination for Convenience or Default (Architect & Engineering)* the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall
  - i. immediately discontinue all services affected (unless the notice directs otherwise), and
  - ii. deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for

contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

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

- 9) *Termination for Convenience or Default (Cost-Type Contracts)* the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

### Civil Rights

The following requirements apply to the underlying contract:

- 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 laws 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 the 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, promotion, 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 the 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 laws 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 the 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. The Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements the FTA may issue.
- 3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by the FTA, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprise (DBE)

- 1) This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged
- 2) The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this DOT-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Transit Management of Beaumont deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph.
- 3) Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 C.F.R. 26.53. Award of this Contract is conditioned on submission of the following:
  - a. The names and addresses of DBE firms that will participate in this Contract;
  - b. A description of the work each DBE will perform;

- c. The dollar amount of the participation of each DBE firm participating;
- d. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
- e. Written confirmation from the DBE that it is participating in the Contract as provided in the prime contractor's commitment; and
- f. If the contract goal is not met, evidence of good faith efforts to do so.

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- 4) The Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from Transit Management of Beaumont. In addition, the Contractor may not hold retainage from its subcontractors.
- 5) The Contractor must promptly notify Transit Management of Beaumont whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Transit Management of Beaumont.

#### Government-Wide Debarment and Suspension

- 1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 200, 180, and 1200. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 2 C.F.R. Part 180, or affiliates, as defined at 2 C.F.R. Part 180, are excluded or disqualified as defined at 2 C.F.R. Part 180.
- 2) The Contractor is required to comply with 2 C.F.R. Part 180, subpart C and must include the requirement to comply with 2 C.F.R. Part 180, subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by Transit Management of Beaumont. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Transit Management of Beaumont, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C, as supplemented by 2 C.F.R. Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### Breaches and Dispute Resolution

- 1) Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by TMB's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to TMB's General Manager. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of TMB's General Manager shall be

binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

- 2) *Performance During Dispute* - Unless otherwise directed by TMB, contractor shall continue performance under this contract while matters in dispute are being resolved.
- 3) *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 therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.
- 4) *Remedies* - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and 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 residing State.
- 5) *Rights and Remedies* - 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 TMB 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.

#### Energy Conservation

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

#### Access Requirements for Persons with Disabilities

- 1) Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy.
- 2) Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

#### Safe Operation of Motor Vehicles

- 1) *Seat Belt Use*. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

- a. Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and
  - b. Including a “Seat Belt Use” provision in each third party agreement related to the Award.
- 2) Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:
- a. Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),
  - b. U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, and
  - c. The following U.S. DOT Special Provision pertaining to Distracted Driving:
    - i. *Safety*. The Recipient agrees 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 an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,
    - ii. *Recipient Size*. The Recipient 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, and
    - iii. *Extension of Provision*. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party sub agreement at each tier supported with federal assistance.

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

- 1) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- a. Procure or obtain;
  - b. Extend or renew a contract to procure or obtain; or
  - c. 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.
- 2) 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.
  - 3) See Public Law 115-232, section 889 for additional information.
  - 4) See also § 200.471.

*Incorporation of Federal Transit Administration 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 4220.1F, to the extent it is consistent with the most recent laws and regulations, 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 (TMB) requests which would cause (TMB) to be in violation of the FTA terms and conditions.