

Transit Management of Beaumont  
Invitation for Bid



IFB#2024-004

Title: Uniform Purchase

Due Date : December 2, 2024 4:00 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 the purchase of high-quality uniforms for its employees that withstand the rigors of their job requirements.
- This solicitation may result in the award of more than one contract.
- This contract(s) will be a firm fixed fee price for three years with two (2) additional options to renew under the terms of the original agreement for up to one (1) additional one-year term if agreed upon in writing by both parties.
- The following instructions are intended to afford bidders an equal opportunity to participate in TMB’s contracts.

## 1.2. Procurement Schedule

IFB Issued:	October 31, 2024
Request for Information/Approved Equals:	November 12, 2024, 4:00 pm CDT
Response to Requests for Information:	November 18, 2024
Bids Due Date:	December 2, 2024, 4:00 pm CDT
Public Opening:	December 5, 2024
Contract(s) Awarded (Tentative):	December 16, 2024
Initial Contract Performance Period:	January 1, 2025 – December 31, 2027

## 1.3. Labeling

- All Bids must be clearly labeled:

**Bidder’s Name and Address**  
**Bid for: IFB No. 2024-004 Uniform Purchase**  
**Bid Due Date: December 2, 2024 4:00 pm CDT**

- All email correspondence must include IFB 2024-004 in the subject line.

## 1.4. Format and Submission of Bids

- TMB will not consider illegible bids.
- Elaborate bids (i.e., expensive artwork) beyond that sufficient to present a complete and effective bid, are not necessary or desired.
- One hard copy and one digital copy of the bid is required.
  - Digital copies may be in the form of an email or a USB drive.
- 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

- Email bids must be mailed to heather.aguilar@beaumonttransit.com making sure to include IFB No 2024-004 in the subject line. An acknowledgement email will be sent upon receipt.
- Bids may be hand delivered between 8 am and 5 pm CDT Monday through Friday excluding Holidays.
- 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
- Hard copies must be postmarked at least 5 days before the due date of the bids. If a third-party delivery service is used, hard copies must arrive by the due date and time. 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.
- Bids must be delivered as instructed. Deliveries to other city departments and/or locations may result in disqualification.
- 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**

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

Heather Aguilar  
Buyer  
550 Milam St  
Beaumont, TX 77701  
Ph: (409) 980-8194  
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

- 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**

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

### **1.7. Inquiries, Clarifications, and Exceptions**

- Bidders are to raise any questions they have about the IFB document without delay. Direct all questions, in writing, to the Buyer listed in Section 1.5 by the date listed in Section 1.2.
- 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.
- 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**

- 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 date and time 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**

- Bidders are expected to examine all applicable details regarding this request such as: the specifications, any drawings, standard provisions, instructions, etc. Failure to do so will be at the bidder's risk. Bids which are submitted on anything other

than authorized forms or with different terms or provisions may not be considered as responsive bids.

- 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**

- Each Bidder shall furnish the information required by the bid documents. The Bidder shall sign the Bid Form 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.
- 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.

**1.11. Taxes**

- TMB does not pay federal excise taxes or state and local sales and use taxes, except for contracts for improvements to real property.
- The Texas Sales and Use Tax Exemption Certification can be found within Attachment H.

**1.12. References and Vendor Application**

- TMB requires that Bidders supply a list of pertinent references using the enclosed References Form (Attachment B).
- TMB requires Bidders to complete the Vendor Application in Attachment G, this will become a separate document within the Finance Department from this IFB.

**1.13. Evaluation Factors**

- TMB will complete a compliance review of all bids received by the bid due date and time.
- TMB will award the contract based upon the most responsive, responsible bids - price and other factors considered.
- A record of poor performance or nonperformance on prior transactions may disqualify a bidder.

#### 1.14. **Reservation of Rights**

- TMB expressly reserves the right to:
  - Reject or cancel any or all bids;
  - Waive any defect, irregularity or informality in any bid or bidding procedure;
  - 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;
  - Extend the bid opening time and date;
  - Reissue a bid invitation;
  - Consider and accept an alternate bid as provided herein when most advantageous to TMB; and
  - Procure any item or services by other means.

#### 1.15. **Single Bid**

- 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.

#### 1.16. **Approved Equals**

- 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. 2024-003 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.
- 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 Bidder’s request for change.

**1.17. Addenda**

- In the event that it is necessary to provide additional clarification or revision to the IFB, TMB will post addenda to its website – see 1.18 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.

**1.18. Bid Distribution Information**

- 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.

**1.19. Public Records**

- 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.
- 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 commingle 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.*

- 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.

- 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.

#### **1.20. Contract Quantities**

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

#### **1.21. Acceptance/Rejection of Bids**

- 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).
- 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.
- 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.

#### **1.22. 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
- Submittal Procedures
  - 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

- Protests must be filed by certified mail or other delivery method by which receipt can be verified. Electronic submission of protests will not be accepted.
- The protest shall include, at a minimum:
  - 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
  - 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 protestor and the third party;
  - Identification of the procurement;
  - A description of the nature of the protest, referencing the portion(s) of the solicitation involved;
  - Identification of the provision(s) of any law, regulation, or other governance upon which the protest is based;
  - A complete discussion of the basis for the protest, including all supporting facts, documents or data; and
  - A statement of the specific relief requested.
- 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.
- 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 protestor'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.
- Protests of the Solicitation Process
  - 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.

- 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.
- Evaluation of Protests
  - 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.
  - 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.
- Protests Filed with FTA
  - 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. Department of Transportation, Office of Small and Disadvantaged Business Utilization, in accordance with 49 CFR Part 26 and guidance issued there under.

1.23. **Scope of Work**

- Transit Management of Beaumont (TMB) requires uniforms for its employees that withstand the rigors of their daily job requirements.
- TMB provides its employees with uniforms as follows:
  - Polo shirts (short and/or long sleeve) Color: Hunter green, Charcoal Grey, and/or Royal Blue (with logo)
  - Bottoms (cargo pants and/or shorts) Color: Black.
  - Belt Color: Black with silver buckle.
  - Waterproof Light Jacket Colors: Green with Hi Vis Reflective Striping and logo or Black with Hi Vis Reflective Striping and logo
- TMB reserves the right to change or add a color of any item(s) within the same quality and pricing during the term of the contract.
- Uniforms are limited to the following styles.
  - Men’s pants - cargo style, 65% polyester/35% cotton, odd and even waist sizes (expandable up to 2”), odd and even inseam.
  - Men’s shorts - cargo style, 65% polyester/35% cotton, odd and even waist sizes (expandable up to 2”), odd and even inseam.
  - Women’s pants - cargo style, 65% polyester/35% cotton, size 0 to 30 (expandable up to 2”).
  - Women’s shorts - cargo style, 65% polyester/35% cotton, size 0 to 30 (expandable up to 2”).
  - Short sleeve polo shirt - unisex, 100% polyester, 3 button, sizes XS - 6XL
  - Long sleeve polo shirt - unisex, 100% polyester, 3 button, sizes XS - 6XL
- Logo
  - Logos shall be embroidered above the left breast pocket or left breast pocket area on shirts and jackets
  - Logos shall not deviate from the authorized Zip logo provided, with the exception of authorized communications made with the Buyer and/or Director of Finance.
  - There are three versions of the Zip logo – a full color (black, yellow, and blue), full color (white, yellow and blue), and solid white.
- Care and Use
  - Each employee shall be given care and use instruction for each piece of clothing to include washing instructions.
- Estimated annual needs are as follows:
  - Approximately 250 Polo shirts (short and/or long sleeve) Color: Hunter green, Charcoal Grey, and/or Royal Blue (with logo)
  - Approximately 250 Bottoms (cargo pants and/or shorts) Color: Black.
  - Approximately 20 Belt Color: Black with silver buckle.
  - Approximately 50 Waterproof Light Jackets. Colors: Green with Hi Vis or Black with Hi Vis Reflective Striping and logo

- Delivery
  - Shirt and jacket orders shall be processed, issued, embroidered (for shirts), or printed (for jackets), shipped, and delivered, in less than thirty (30) business days.
  - Pants and shorts orders shall be processed, issued, shipped, and delivered, in less than twenty (20) business days.
- Warranty
  - Uniforms shall be free from defects upon delivery and defective items shall be replaced upon mutual consultation between parties.
- Freight
  - Shipping charges should be included as part of the proposed price.
  - Shipping may be consolidated among multiple employees and orders.
  - All uniforms shall be shipped to the following address:
    - Transit Management of Beaumont
    - Finance Department
    - 550 Milam St
    - Beaumont, TX 77701
  - Vendor shall be responsible for return shipping for defective items
  - TMB shall be responsible for return shipping for non-defective items.
- Style Selection and Sizing
  - Bidders shall provide uniform samples with their bids consisting of one of each item they are bidding on in any size (i.e. one short sleeve polo, one long sleeve polo, one cargo short, one cargo pant, one belt, one jacket). Each garment should be marked “SAMPLE” and IFB #2024-004, item number, style number, and Bidder’s name shall be attached to the garments. Bids submitted without a sample will be deemed non-responsive. Samples will be returned using a bidder provided prepaid freight slip.
  - Upon acceptance of the final style, one piece of each type of uniform with required logo shall be delivered to TMB for final approval and ordering.
  - The selected bidder shall make available to TMB sample clothing for employee fitting at no cost (logos not required). A sample of each polo size, a sample of each men’s and women’s cargo pants, and a sample of each belt size shall be provided to ensure that employees can make an accurate assessment of uniform sizes.
- Returns
  - TMB reserves the right to return any unused non-logoed items within fourteen (14) calendar days from the date of delivery for full credit with no restocking fee. Any returned items must be unused and in resalable condition.



**ATTACHMENT A - Bid Form**

*This form must be returned with your response.*

The undersigned hereby agrees to furnish the items as listed below in accordance with the specifications on file with the Transit Management of Beaumont, 550 Milam Street, Beaumont, TX, 77701, which have been carefully examined and attached hereto.

All charges must be included on the Bid Form and must include all associated costs, including freight, for the services.

Item	Pricing (each)				
Men's Cargo Shorts	Size	Size	Size	Size	Size
	28-42	44-48	50-54	60-64	66+
Women's Cargo Shorts	Size	Size	Size	Size	Size
	0-16	18W-20W	22W-24W	26W-28W	30W+
Men's Cargo Pants	Size	Size	Size	Size	Size
	28-42	44-48	50-54	60-64	66+
Women's Cargo Pants	Size	Size	Size	Size	Size
	0-16	18W-20W	22W-24W	26W-28W	30W+

Item	Pricing (each)				
Short Sleeve Operator Polo (Solid)	Size	Size	Size	Size	Additional Charge for Tall
	XS-XL	2XL-3XL	4XL	5XL-6XL	
Long Sleeve Operator Polo (Solid)	Size	Size	Size	Size	Additional Charge for Tall
	XS-XL	2XL-3XL	4XL	5XL-6XL	

Item	Pricing (each)				
Waterproof Light Jacket (Green)	Size	Size	Size	Size	Additional Charge for Tall
	XS-XL	2XL-3XL	4XL	5XL-6XL	
Waterproof Light Jacket (Black)	Size	Size	Size	Size	Additional Charge for Tall
	XS-XL	2XL-3XL	4XL	5XL-6XL	

Item	Pricing (each)			
Belt (Black with silver buckle)	Size	Size	Size	Size
	XS-XL	2XL-3XL	4XL	5XL-6XL

<b>Authorized Signatory</b>	
Signature	Printed Name
Title	Date



**ATTACHMENT B - References**

*This form must be returned with your response.*

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

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

<b>REFERENCE #3 – CLIENT INFORMATION</b>			
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**

*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**

*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**

*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**

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

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

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



TMB Response:

Please use additional sheet if needed.

Attachment G  
Vendor Application Packet  
(14 Pages)

**TRANSIT MANAGEMENT OF BEAUMONT/BEAUMONT ZIP  
PURCHASING PROCEDURES FOR VENDORS**



**1. Vendor's Application**

The enclosed form should be completed and returned to Transit Management of Beaumont (TMB). Please mail or email as indicated on the form.

**2. TMB Tax Exemption Certificate**

Please note that TMB is exempt from paying local, county, and state sales tax.

**3. Form W-9**

This form is required by the Internal Revenue Service before TMB is able to generate a payment to a vendor. This form should be completed and returned to the Accounting Department as soon as possible to prevent delays in payment. Mail to: Accounts Payable, Transit Management of Beaumont, 550 Milam, Beaumont, TX 77701.

**4. Request and Authorization for Payment by Electronic Funds Transfer (EFT)**

Allows the vendor to receive payments electronically rather than by check. This form should be completed and the original mailed to the Accounting Department if you choose to receive payments electronically.

**5. Proper Invoice Requirements**

- A. Mail invoices to Accounts Payable, Transit Management of Beaumont, 550 Milam, Beaumont, TX 77701 or email to [invoices@beaumonttransit.com](mailto:invoices@beaumonttransit.com).
- B. Purchase Order number must be listed on all invoices. If this information is not provided, the invoice will be returned to the vendor.
- C. Payment by TMB to Vendor shall be made in accordance with Federal CFR 200.305 Federal Payment as well as Texas Government Code §2251.021.
- D. Services should be billed on a monthly basis.

**6. Payment and Inquiry Information**

- A. Payments are mailed on Friday, unless you prefer the payment option of electronic funds transfer, which is strongly recommended.
- B. Checks may include payment for multiple invoices. Documentation will be provided on the check stub referencing invoices being paid.
- C. Questions about payments will be received by vendors calling Accounts Payable at 409-835-7895. Responses will be provided within 48 hours of receipt of phone calls and/or voicemails.
- D. Questions may be e-mailed at any time to [invoices@beaumonttransit.com](mailto:invoices@beaumonttransit.com).

**7. Purchasing Information**

- A. TMB encourages you to visit our website at <https://beaumontzip.com>
- B. For Purchasing information choose 'Business With Us' from the home page. Bid information, including bid opportunities and tabulations, vendor information, and MBE information is provided.

**VENDOR APPLICATION**



**Transit Management of Beaumont  
Purchasing  
550 Milam St.  
Beaumont, TX 77701  
Phone: (409) 835-7895 • Fax: (409) 832-3609  
Web Site: <https://beaumontzip.com>**

**Return this application to:  
[invoices@beaumonttransit.com](mailto:invoices@beaumonttransit.com)**

**COMPANY INFORMATION FOR PAYMENTS**

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

“Remit To” Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Tax ID Number: \_\_\_\_\_ **(Please attach W-9 Form – REQUIRED.)**

Check appropriate box:       Individual/Sole Proprietor       Corporation       Partnership       Other

**MAKE CHECK PAYABLE TO:** \_\_\_\_\_  
**(Name as it should appear on checks.)**

**COMPANY INFORMATION FOR MAILING BIDS AND PURCHASE ORDERS**

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

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

City, State, Zip: \_\_\_\_\_

Telephone Number:     Same as above. If Different: \_\_\_\_\_

Fax Number:             Same as above. If Different: \_\_\_\_\_

Contact Person:         Same as above. If Different: \_\_\_\_\_

E-Mail address:         Same as above. If Different: \_\_\_\_\_

## GENERAL INFORMATION

Persons or concerns interested in being added to the TMB's bid list must file this application with the Purchasing Department. Applicants should carefully review the list of commodities, both products and services, and clearly mark those which can be consistently bid; the importance of being accurate on this step cannot be over-emphasized.

If you are an MBE (Minority Business Enterprise) firm and wish to be recognized as such by TMB, you must complete the required MBE forms. **For the proper forms and more information concerning MBE Certification requirements, please contact the Purchasing Department of TMB 550 Milam Street, Beaumont, Texas 77701, or call (409) 835-4895.**

Please notify TMB's Purchasing Department immediately of any changes. This includes a change of name, address, or telephone number, and addition or deletion of items you are interested in providing.

### COMMODITY (Products) CODE LISTING

#### **005 ABRASIVES**

- \_\_\_ 021 Abrasives, Sandblasting
- \_\_\_ 063 Grinding & Polishing
- \_\_\_ 084 Steel Wool

#### **010 ACOUSTIC TILE, INSULATED MATERIAL**

- \_\_\_ 005 Acoustical Tile, All Type
- \_\_\_ 045 Exterior Insulation
- \_\_\_ 053 Fiberglass Insulation

#### **015 ADDRESSING, COPYING**

- \_\_\_ 006 Addressing Machine Supplies
- \_\_\_ 015 Chemicals & Supplies, Dry
- \_\_\_ 055 Paper & Supplies

#### **020 AGRICULTURAL EQUIPMENT**

- \_\_\_ 002 Backhoe
- \_\_\_ 004 Brush & Tree Chippers
- \_\_\_ 006 Brush Cutters & Saws
- \_\_\_ 013 Cultivating Equipment
- \_\_\_ 015 Cutters & Shredders
- \_\_\_ 030 Fertilizer Applicators
- \_\_\_ 033 Garden Tractors
- \_\_\_ 046 Herbicide, Insecticide
- \_\_\_ 061 Loaders, Tractor Mounted
- \_\_\_ 065 Mower, Steep Slope
- \_\_\_ 066 Mower, Tractor Mounted
- \_\_\_ 067 Mower-Tractor Unit
- \_\_\_ 068 Mower, Center Mounted
- \_\_\_ 075 Posthole Diggers, Tractor
- \_\_\_ 082 Spade, Tree
- \_\_\_ 089 Tractors, Farm Wheel Type
- \_\_\_ 090 Tree Cutters & Stump Grinder

#### **022 AGRICULTURAL IMPLEMENTS**

- \_\_\_ 004 Brush Chipper
- \_\_\_ 013 Cultivating Equipment
- \_\_\_ 030 Fertilizer Distributor
- \_\_\_ 049 Implement Parts for John Deere
- \_\_\_ 051 Implement Parts for Ford
- \_\_\_ 053 Implement Parts for Int'l
- \_\_\_ 058 Implement Parts for Other

#### **025 AIR COMPRESSORS & ACCESSORIES**

- \_\_\_ 010 Compressor, Bare Unit
- \_\_\_ 043 Compressor, High Pressure
- \_\_\_ 060 Filters, Air Gauges, etc.

#### **031 AIR CONDITIONING & HEATING**

- \_\_\_ 003 AC: Commercial & Parts
- \_\_\_ 013 Chillers
- \_\_\_ 023 Condensing Units
- \_\_\_ 028 Cooling Towers
- \_\_\_ 050 Freon
- \_\_\_ 057 Heaters, Electric
- \_\_\_ 061 Heaters, Gas

#### **035 AIRCRAFT & AIRPORT**

- \_\_\_ 010 Aircraft Navigation Radios
- \_\_\_ 020 Airplanes
- \_\_\_ 027 Beacons, Visual & Runway
- \_\_\_ 030 Engines & Parts, (Airplane)
- \_\_\_ 060 Instruments & Testers
- \_\_\_ 092 Wind Tees & Wind Socks

#### **037 AMUSEMENT, DECORATIONS**

- \_\_\_ 034 Decorations, Christmas

- \_\_\_ 075 Soda Fountain Equipment
- \_\_\_ 078 Souvenirs: Promo/Advertising

#### **040 ANIMALS, BIRDS & MARINE LIFE**

- \_\_\_ 003 Animal Care Supplies
- \_\_\_ 030 Dogs, All Types

#### **045 APPLIANCES AND EQUIPMENT**

- \_\_\_ 006 Appliances, Small Electric
- \_\_\_ 052 Ovens, Microwave
- \_\_\_ 054 Ranges, Stove Tops, Oven Gas
- \_\_\_ 066 Refrigerators & Freezers
- \_\_\_ 078 Vacuum Cleaners
- \_\_\_ 094 Washers & Dryers

#### **050 ART EQUIPMENT & SUPPLIES**

- \_\_\_ 040 Drawing & Painting Supplies
- \_\_\_ 060 Picture Frames & Framing

#### **052 ART OBJECTS**

- \_\_\_ 064 Photographs
- \_\_\_ 072 Posters & Prints

#### **055 AUTOMOTIVE ACCESSORIES**

- \_\_\_ 002 Air Bags
- \_\_\_ 004 Air Conditioners & Parts
- \_\_\_ 005 Anti-Theft Devices
- \_\_\_ 012 Canvas Covers & Frames
- \_\_\_ 036 Grille Guards
- \_\_\_ 054 Lights, Emergency
- \_\_\_ 079 Sirens, Horns, Backup Alarms

**060 AUTOMOTIVE  
MAINTENANCE ITEMS**

- \_\_\_ 003 Antifreeze
- \_\_\_ 021 Brakes
- \_\_\_ 035 Cooling Systems: Radiator
- \_\_\_ 038 Engines, Diesel
- \_\_\_ 040 Engines, Gasoline
- \_\_\_ 041 Exhaust Systems
- \_\_\_ 042 Filters, Air, Fuel, etc.
- \_\_\_ 057 Glass: Door, Windshield
- \_\_\_ 070 Parts, Chrysler
- \_\_\_ 071 Parts, Ford
- \_\_\_ 073 Parts, International
- \_\_\_ 074 Parts, Other
- \_\_\_ 083 Shock Absorbers
- \_\_\_ 087 Tire & Tube Repair
- \_\_\_ 094 Transmissions

**065 AUTO: BODIES &  
ACCESSORIES**

- \_\_\_ 005 Aerial Ladder & Towers
- \_\_\_ 010 Bodies, Utility
- \_\_\_ 030 Dump Bodies, Sub-frames
- \_\_\_ 035 Flat Bed Bodies
- \_\_\_ 068 Powerlift Tailgate
- \_\_\_ 075 Refuse & Collection Bodies
- \_\_\_ 078 Sewer/Catch Basin Cleaning
- \_\_\_ 080 Stake Bodies

**070 AUTOMOTIVE VEHICLES**

- \_\_\_ 003 Ambulances & Rescue
- \_\_\_ 006 Automobile & Station Wagons
- \_\_\_ 047 Trucks, Cab & Chassis
- \_\_\_ 048 Trucks (One Ton & Less)
- \_\_\_ 051 Trucks (Over One Ton)
- \_\_\_ 053 Trucks W/Specialized Body
- \_\_\_ 054 Trucks, Diesel
- \_\_\_ 061 Trailers, Dump, Hydraulic
- \_\_\_ 066 Trailers, Flat Bed
- \_\_\_ 078 Trailers, Low Boy
- \_\_\_ 092 Vans, Cargo
- \_\_\_ 093 Vans, Personal

**075 AUTOMOTIVE SHOP  
EQUIPMENT**

- \_\_\_ 001 Air Powered Shop Tools
- \_\_\_ 006 Battery Charger
- \_\_\_ 033 Hand Tools, Auto AC
- \_\_\_ 049 Parts Washing Equipment

**080 BADGES, EMBLEMS &  
NAME BADGES**

- \_\_\_ 010 Badges, Buttons, Emblems

**085 BAGS, BAGGING, TIES &  
EROSION**

- \_\_\_ 045 Bags, Nylon, Polyester
- \_\_\_ 055 Bags, Sand

**100 BARRELS, DRUMS, & KEGS**

- \_\_\_ 006 Containers, Plastic
- \_\_\_ 007 Containers, Recycling
- \_\_\_ 045 Plastic Barrels & Drums

**105 BEARINGS (EXCEPT  
WHEEL)**

- \_\_\_ 012 Ball Bearings & Parts

**110 BELTS AND BELTING:  
CONVEYOR**

- \_\_\_ 033 Flat Belts
- \_\_\_ 082 V-Belts, Industrial

**120 BOATS, MOTORS & MARINE  
SUPPLIES**

- \_\_\_ 021 Boats, 21 Ft. Under
- \_\_\_ 035 Docks & Piers
- \_\_\_ 040 Fuel Tanks, Boat

**125 BOOKBINDING SUPPLIES**

- \_\_\_ 010 Bindery Supplies

**135 BRICKS & CLAY PRODUCTS**

- \_\_\_ 008 Brick, Common
- \_\_\_ 064 Tile, Floor & Wall, Ceramic

**140 BROOM, BRUSH & MOP**

- \_\_\_ 057 Handles, Broom
- \_\_\_ 063 Handles, Mop
- \_\_\_ 087 Yarn, Mop Head, Cotton

**145 BRUSHES (NOT CLASSIFIED)**

- \_\_\_ 045 Paint & Varnish
- \_\_\_ 075 Wire, Hand

**150 BUILDER'S SUPPLIES**

- \_\_\_ 008 Cabinets, Counters, Shelves
- \_\_\_ 021 Doors, Aluminum & Glass
- \_\_\_ 055 Overhead Doors
- \_\_\_ 056 Partitions, Office, Custom
- \_\_\_ 077 Sliding and Rolling Doors
- \_\_\_ 079 Storm Doors & Windows
- \_\_\_ 086 Trusses, Roof, Wooden
- \_\_\_ 092 Windows & Frames

**155 BUILDINGS & STRUCTURES**

- \_\_\_ 010 Buildings, Large, Prefab.
- \_\_\_ 050 Office Buildings, Modular
- \_\_\_ 054 Patio Covers, Fiberglass

- \_\_\_ 079 Shelters, Non-Insulated

**165 CAFETERIA AND KITCHEN  
EQUIPMENT**

- \_\_\_ 008 Can & Bottle Crushers
- \_\_\_ 015 Coffee makers
- \_\_\_ 060 Ovens, Convection
- \_\_\_ 065 Popcorn Machines
- \_\_\_ 092 Vending Machines

**175 CHEMICAL LABORATORY  
EQUIPMENT**

- \_\_\_ 003 Aprons & Gloves
- \_\_\_ 008 Balances and Accessories
- \_\_\_ 010 Burners & Heat Guns
- \_\_\_ 013 Chemicals, Laboratory
- \_\_\_ 024 Dishes, Evaporating
- \_\_\_ 040 Glassware, Laboratory
- \_\_\_ 060 Ovens, Laboratory

**180 CHEMICAL RAW MATERIAL**

- \_\_\_ 004 Acids Inorganic
- \_\_\_ 024 Bicarbonates and Carbonates
- \_\_\_ 074 Phosphates, Inorganic

**190 CHEMICALS AND SOLVENTS**

- \_\_\_ 036 Chemicals, Bulk
- \_\_\_ 085 Sodium Phosphates

**192 CLEANING COMPOSITIONS**

- \_\_\_ 065 Paint, Spray Booth Compound
- \_\_\_ 083 Steam Cleaning Compounds

**193 CLINICAL LABORATORY  
REAGENT**

- \_\_\_ 008 Blood Chemistry
- \_\_\_ 018 Blood Coagulation Reagent
- \_\_\_ 026 Blood Grouping & Typing
- \_\_\_ 094 Urinalysis Reagents

**195 CLOCKS, TIMERS &  
WATCHES**

- \_\_\_ 080 Wall Clocks, Battery
- \_\_\_ 083 Wall Clocks, Electric

**200 CLOTHING, APPAREL &  
UNIFORMS**

- \_\_\_ 012 Caps, All Types
- \_\_\_ 021 Emblems & Shoulder Patches
- \_\_\_ 072 Uniforms

**204 COMPUTER HARDWARE,  
(MICRO)**

- \_\_\_ 035 Drives, Hard/Fixed Disk



- \_\_\_ 048 Keyboards
- \_\_\_ 053 PC, Desktop or Tower based
- \_\_\_ 054 PC, Handheld, Laptop
- \_\_\_ 055 PC, Multi-Processor
- \_\_\_ 058 Modems
- \_\_\_ 060 Monitors, Color & Mono
- \_\_\_ 077 Printers, Laser
- \_\_\_ 088 Scanners

**206 COMPUTER HARDWARE, MAINFRAME**

- \_\_\_ 020 Communications Boards
- \_\_\_ 031 Controllers, Disk
- \_\_\_ 047 Drives
- \_\_\_ 059 Modems
- \_\_\_ 072 Printers, High Speed
- \_\_\_ 093 Terminals & CRT's

**207 COMPUTER, ACCESSORIES & SUPPLIES**

- \_\_\_ 025 Cleaners for Keyboards

**208 COMPUTER SOFTWARE FOR PC**

- \_\_\_ 030 CADD
- \_\_\_ 039 Desktop Publishing
- \_\_\_ 084 Spreadsheet
- \_\_\_ 094 Word Processing

**209 COMPUTER SOFTWARE, MAINFRAME**

- \_\_\_ 011 Accounting/Financial
- \_\_\_ 064 Personnel
- \_\_\_ 069 Project Management

**210 CONCRETE & CULVERTS, METAL**

- \_\_\_ 010 Blocks, Hollow and Solid
- \_\_\_ 029 Culverts, Drainage Pipes
- \_\_\_ 030 Curbs, Parking & Curb
- \_\_\_ 033 Irrigation Pipe, Metal
- \_\_\_ 045 Meter Boxes, Concrete
- \_\_\_ 062 Pipe and Culverts & Fittings

**220 CONTROL, INDICATOR & RECORD**

- \_\_\_ 015 Flow Controllers
- \_\_\_ 018 Gauges, Altitude, Pressure

**225 COOLER, DRINKING WATER**

- \_\_\_ 030 Coolers, Electric

**232 CRAFTS. GENERAL**

- \_\_\_ 025 Decoupage Materials

- \_\_\_ 027 Dried Flowers & Plants
- \_\_\_ 035 Floral Supplies

**233 CRAFTS, SPECIALIZED**

- \_\_\_ 020 Ceramic & Pottery
- \_\_\_ 055 Kilns & Furnaces

**240 CUTLERY, DISHES & FLATWARE**

- \_\_\_ 087 Silverware and Dishes

**260 DENTAL EQUIPMENT & SUPPLIES**

- \_\_\_ 026 Dental Units & Components
- \_\_\_ 056 Pharmaceutical, Dental

**265 DRAPES, CURTAINS, UPHOLSTERY**

- \_\_\_ 044 Material, Upholstery

**270 DRUGS, PHARMACEUTICAL**

- \_\_\_ 004 Antibiotics
- \_\_\_ 010 Birth & Pregnancy Drugs
- \_\_\_ 069 Penicillin
- \_\_\_ 092 Vaccines

**271 DRUGS, PHARMACEUTICAL**

- \_\_\_ 012 Blood Administration Sets
- \_\_\_ 016 Blood Cell Processing
- \_\_\_ 041 IV Additive Equipment
- \_\_\_ 096 Standard IV Solutions

**280 ELECTRICAL CABLES/WIRE**

- \_\_\_ 040 Guy Wires and Cables

**285 ELECTRICAL EQUIPMENT & SUPPLY**

- \_\_\_ 006 Ballasts, All Kinds
- \_\_\_ 007 Bulb & Fixture Changer
- \_\_\_ 011 Capacitors, Motor Start & Run
- \_\_\_ 014 Circuit Breakers
- \_\_\_ 017 Conduit & Fittings
- \_\_\_ 037 Generators, Portable
- \_\_\_ 042 Insulation Materials
- \_\_\_ 045 Lamps, Projector
- \_\_\_ 046 Lamps, Auto
- \_\_\_ 050 Lamps, Fluorescent, Incandescent
- \_\_\_ 072 Resistors
- \_\_\_ 076 Streetlights
- \_\_\_ 084 Transformer, Transmission

**287 ELECTRONIC COMPONENTS**

- \_\_\_ 012 Batteries/Electronic Equip
- \_\_\_ 024 Circuit Boards
- \_\_\_ 048 Microwave Equipment
- \_\_\_ 096 Wire & Cable

**295 ELEVATORS & ESCALATORS**

- \_\_\_ 070 Passenger Elevators

**300 EMBOSSING & ENGRAVING**

- \_\_\_ 020 Certificates & Awards
- \_\_\_ 070 Stationery & Cards

**305 ENGINEERING EQUIPMENT**

- \_\_\_ 006 Calculators
- \_\_\_ 028 Drafting & Drawing Instruments
- \_\_\_ 078 Surveying Instruments

**310 ENVELOPES, PLAIN OR PRINTED**

- \_\_\_ 024 Envelopes, Plain, Special
- \_\_\_ 030 Envelopes, Plain, Stock
- \_\_\_ 042 Envelopes, Printed, Special
- \_\_\_ 048 Envelopes, Printed, Stock

**315 EPOXY BASED FORMULAS**

- \_\_\_ 080 Mortars and/or Grouts

**318 FARE COLLECTION EQUIPMENT**

- \_\_\_ 020 Encoding Equipment
- \_\_\_ 030 Fare Box
- \_\_\_ 090 Turnstiles

**320 FASTENING & PACKAGING**

- \_\_\_ 022 Bolts, Nuts & Washers
- \_\_\_ 060 Rivets, All Types
- \_\_\_ 062 Rivet Guns

**325 FEED, BEDDING & VITAMINS**

- \_\_\_ 025 Dog and Cat Food

**330 FENCING**

- \_\_\_ 013 Chain Link Fencing
- \_\_\_ 059 Fencing, Wood
- \_\_\_ 061 Windscreen & Accessories

**335 FERTILIZERS AND SOIL CONDITIONERS**

- \_\_\_ 030 Blended or Dry Mix

**340 FIRE PROTECTION EQUIPMENT**

- \_\_\_ 014 Ejectors, Smoke
- \_\_\_ 015 Fire and Medical Alert
- \_\_\_ 020 Fire Detecting Equipment
- \_\_\_ 028 Fire Extinguisher & Recharging
- \_\_\_ 040 Fire Suppression Hand Tools
- \_\_\_ 041 Fire Suppression Foam
- \_\_\_ 050 Foam Generators
- \_\_\_ 056 Hose, Fire, & Fittings
- \_\_\_ 060 Hydrants, Fire
- \_\_\_ 064 Nozzles, Fire Hose
- \_\_\_ 072 Rescue Equipment & Supplies

**345 FIRST AID & SAFETY EQUIPMENT**

- \_\_\_ 010 CPR Equipment & Supplies
- \_\_\_ 032 First Aid Cabinets, Kits
- \_\_\_ 048 Gloves, Safety
- \_\_\_ 064 Head, Ear, Eye & Face Protection
- \_\_\_ 068 Manikins and Models
- \_\_\_ 043 Hardware, Shelf Hardware
- \_\_\_ 086 Traffic Control Devices

**350 FLAGS, POLES, BANNERS**

- \_\_\_ 045 Municipal
- \_\_\_ 072 State & U.S.

**360 FLOOR COVERINGS**

- \_\_\_ 010 Carpets & Rugs
- \_\_\_ 067 Stair Treads, Rubber
- \_\_\_ 070 Steel Mats, Flexible

**365 FLOOR MAINTENANCE MACHINES**

- \_\_\_ 015 Carpet Cleaning Machines
- \_\_\_ 030 Polishing & Scrubbing Machine
- \_\_\_ 050 Power Sweepers & Brooms
- \_\_\_ 080 Vacuum Cleaners

**375 FOODS: BAKERY PRODUCTS**

- \_\_\_ 030 Cakes & Pastries

**395 FORMS, CONTINUOUS COMPUTER**

- \_\_\_ 025 Continuous Form Labels
- \_\_\_ 030 Continuous Forms, Custom
- \_\_\_ 050 Continuous Forms, Computer
- \_\_\_ 080 Snap-Out Forms, Carbonless

**405 FUEL, OIL, GREASE & LUBRICANTS**

- \_\_\_ 009 Fuel Oil, Diesel
- \_\_\_ 015 Gasoline, Automotive
- \_\_\_ 018 Gasoline, Aviation
- \_\_\_ 024 Grease, Lubrication Type
- \_\_\_ 030 Kerosene
- \_\_\_ 036 Oil, Automotive Transmission
- \_\_\_ 039 Oil, Automotive Engine
- \_\_\_ 042 Oil, Aviation Engine
- \_\_\_ 051 Oil and Fluid, Hydraulic
- \_\_\_ 063 Oil, Outboard Motor
- \_\_\_ 085 Power Steering Fluid

**410 FURNITURE: HEALTH CARE**

- \_\_\_ 072 Tables, Examination

**420 FURNITURE: CAFETERIA**

- \_\_\_ 028 Folding Chairs & Tables
- \_\_\_ 048 Library Shelving, Metal
- \_\_\_ 066 Mailroom Furniture
- \_\_\_ 068 Mattresses & Bedspings
- \_\_\_ 092 Showcase, Trophy Cases

**425 FURNITURE: OFFICE**

- \_\_\_ 003 Bookcases and Bookshelves
- \_\_\_ 006 Chairs, Metal
- \_\_\_ 013 Credenza, Metal
- \_\_\_ 014 Credenza, Wood
- \_\_\_ 018 Data Processing Office

**Furniture**

- \_\_\_ 021 Desks and Tables, Wood
- \_\_\_ 034 Drafting Plan & Map Filing
- \_\_\_ 040 Filing Cabinet
- \_\_\_ 053 Lockers, Storage, Metal
- \_\_\_ 055 Modular Panel Systems
- \_\_\_ 068 Rotary Filing Systems
- \_\_\_ 094 Work Stations, Modular

**430 GASES, CONTAINERS, EQUIPMENT**

- \_\_\_ 092 Welding Gases

**435 GERMICIDES, CLEANERS**

- \_\_\_ 040 Detergent- Disinfectant

**440 GLASS AND GLAZING SUPPLIES**

- \_\_\_ 056 Plate Glass
- \_\_\_ 058 Plexiglass Glass
- \_\_\_ 077 Window Glass

**445 HAND TOOLS (POWERED & NO POWERED)**

- \_\_\_ 012 Caulking Guns, Putty Knives

- \_\_\_ 013 Carpet Laying Tools
- \_\_\_ 026 Drills, Hand Non-Powered
- \_\_\_ 027 Drills, Hand, Portable
- \_\_\_ 032 Files & Rasps
- \_\_\_ 043 Hoes, Leaf Loaders, Rakes
- \_\_\_ 055 Posthole Diggers
- \_\_\_ 059 Saws, Hand, Portable

**450 HARDWARE AND RELATED ITEMS**

- \_\_\_ 017 Cans, Safety- Gasoline
- \_\_\_ 032 Flashlights & Lanterns
- \_\_\_ 034 Garbage Cans, Buckets
- \_\_\_ 044 Ice Chests, Portable
- \_\_\_ 049 Ladders, Metal & All Types
- \_\_\_ 065 Refuse Containers

**460 HOSE, ACCESSORIES & SUPPLIES**

- \_\_\_ 020 Fuel Hose, Diesel & Gasoline
- \_\_\_ 030 Garden Water Hose, Plastic
- \_\_\_ 036 Hose, General Purpose

**465 HOSPITAL & SURGICAL EQUIPMENT**

- \_\_\_ 030 Electrocardiographs (EKG)
- \_\_\_ 085 Shock Treatment Units
- \_\_\_ 090 Sterilizing Equipment
- \_\_\_ 094 Thermometers, Clinical

**470 HOSPITAL EQUIPMENT & SUPPLIES**

- \_\_\_ 010 Ambulance Cots & Stretcher
- \_\_\_ 090 Wheeled Stretchers

**475 HOSPITAL, SURGICAL & RELATED**

- \_\_\_ 001 Airway, Mask, Cannula
- \_\_\_ 004 Cervical Collars
- \_\_\_ 005 Splints, All Kinds
- \_\_\_ 009 Bandages, All Kinds
- \_\_\_ 016 Catheters, IV
- \_\_\_ 041 Gloves, Surgeons'
- \_\_\_ 079 Stretchers & Backboards
- \_\_\_ 080 Syringes and Needles
- \_\_\_ 082 Syringes
- \_\_\_ 097 Vaginal Speculums

**485 JANITORIAL SUPPLIES, GENERAL**

- \_\_\_ 002 Animal Cage Cleaner
- \_\_\_ 010 Brooms & Brushes
- \_\_\_ 011 Cleaner and Detergents
- \_\_\_ 026 Cleaner, Toilet Bowl

- \_\_\_ 028 Cleaner & Wax, Window
- \_\_\_ 029 Cleanser, Powdered
- \_\_\_ 030 Deodorant Blocks, all Types
- \_\_\_ 036 Detergent, Car Washing
- \_\_\_ 042 Disinfectant
- \_\_\_ 045 Dispensers for Metered

Freshener

- \_\_\_ 050 Door Mats, All Types
- \_\_\_ 054 Floor Polishes & Wax
- \_\_\_ 057 Furniture Polish
- \_\_\_ 064 Janitor Carts & Bags
- \_\_\_ 068 Mop Buckets, Wringers
- \_\_\_ 072 Mops & Handles, Wet Type
- \_\_\_ 074 Oil Absorbent, Granular
- \_\_\_ 080 Sand Urns, Filling Material
- \_\_\_ 086 Soap, Hand: Bar, Liquid
- \_\_\_ 094 Waste Receptacles

**490 LABORATORY EQUIPMENT**

- \_\_\_ 036 Glassware Washing Apparatus
- \_\_\_ 058 Microscopes, All Types
- \_\_\_ 084 Spectrometers, Auger
- \_\_\_ 090 Testing Instruments

**493 LABORATORY EQUIPMENT**

- \_\_\_ 042 Gas Analysis Equipment
- \_\_\_ 069 Spectrometers, Emission

**495 LABORATORY & FIELD EQUIPMENT**

- \_\_\_ 010 Animal Cages & Supplies
- \_\_\_ 012 Animals, Experimental
- \_\_\_ 035 Cabinets and Cases, Storage
- \_\_\_ 036 Charts, Anatomical
- \_\_\_ 044 Geology Equipment & Supplies
- \_\_\_ 048 Incubators, Convection
- \_\_\_ 057 Microscope Slide Preparation
- \_\_\_ 058 Microscopy Supplies
- \_\_\_ 082 Scales, Laboratory

**515 LAWN MAINTENANCE EQUIPMENT**

- \_\_\_ 005 Aerators, Pluggers
- \_\_\_ 010 Edgers & Trimmers
- \_\_\_ 050 Lawn Mowers, Power, Light
- \_\_\_ 056 Lawn Mowers, Riding Type
- \_\_\_ 065 Rakers & Combers, Lawn
- \_\_\_ 067 Shredders & Screeners
- \_\_\_ 075 Spreaders, Broadcast

**525 LIBRARY AND ARCHIVAL EQUIPMENT**

- \_\_\_ 005 Archival Storage Material
- \_\_\_ 010 Binders, Covers, Jackets

- \_\_\_ 020 Book Cards, Date Slips
- \_\_\_ 060 Library Catalog Card
- \_\_\_ 080 Library Supplies, Misc.

**540 LUMBER AND RELATED PRODUCTS**

- \_\_\_ 035 Lumber
- \_\_\_ 041 Lumber, Treated Creosote
- \_\_\_ 050 Particle board
- \_\_\_ 062 Plywood, All Kinds
- \_\_\_ 073 Posts, Treated
- \_\_\_ 075 Railings
- \_\_\_ 081 Sheetrock & Accessories
- \_\_\_ 084 Shingles, Shakes
- \_\_\_ 086 Siding
- \_\_\_ 090 Stakes, Engineer's

**545 MACHINERY AND HARDWARE**

- \_\_\_ 009 Chain Saws
- \_\_\_ 016 Drills, Stationary, Electric
- \_\_\_ 021 Grinders: Bench, Portable
- \_\_\_ 025 Impact Tools, Hydraulic
- \_\_\_ 027 Jacks, Industrial, Hydraulic
- \_\_\_ 057 Posthole Diggers
- \_\_\_ 075 Saws, Stationary, Powered

**550 MARKERS, PLAQUES, SIGN, TRAFFIC**

- \_\_\_ 004 Beads, Glass Sign & Stripe
- \_\_\_ 005 Brackets, Signs
- \_\_\_ 020 Flares & Fuses
- \_\_\_ 030 Markers, Traffic Ceramic
- \_\_\_ 038 Parking Meters
- \_\_\_ 042 Safety Barriers, Traffic
- \_\_\_ 044 Sheeting, Reflective
- \_\_\_ 054 Sign Posts
- \_\_\_ 078 Traffic Cones
- \_\_\_ 082 Traffic Signal Posts
- \_\_\_ 096 Warning Lights, Flashers

**555 MARKING & STENCILING**

- \_\_\_ 050 Stenciling & Sign Paint

**556 MASS TRANSPORTATION BUSES**

- \_\_\_ 040 Coach, Transit: Mini
- \_\_\_ 040 Coach, Transit: Tour

**557 MASS TRANSPORTATION ACCESSORIES**

- \_\_\_ 090 Wheelchair Lifts

**560 MATERIAL HANDLING EQUIPMENT**

- \_\_\_ 002 Carts, Industrial
- \_\_\_ 054 Pallets, Wood
- \_\_\_ 057 Tractors, Warehouse
- \_\_\_ 063 Trucks, Dolly

**570 METALS: BARS, PLATES, RODS**

- \_\_\_ 054 Sheet Metal, Fabricated
- \_\_\_ 058 Sign Blanks, Aluminum
- \_\_\_ 070 Steel, Galvanized
- \_\_\_ 076 Steel, Reinforcing, Bars

**575 MICROFICHE & MICROFILM**

- \_\_\_ 030 Microfilm Cameras
- \_\_\_ 049 Microfiche, Microfilm Supplies

**578 MISCELLANEOUS PRODUCTS**

- \_\_\_ 040 Gavels
- \_\_\_ 063 Real Estate: Land
- \_\_\_ 067 Robotics for Education
- \_\_\_ 080 Signs, Electric Display
- \_\_\_ 086 Tags, Key, All Kinds

**580 MUSICAL INSTRUMENTS**

- \_\_\_ 060 Pianos, Accessories

**595 NURSERY STOCK & SUPPLIES**

- \_\_\_ 010 Bedding Plants & Cuttings
- \_\_\_ 015 Bulbs & Seeds
- \_\_\_ 035 Ground covers and Vines
- \_\_\_ 050 Peat Moss
- \_\_\_ 065 Shrubbery, Evergreen
- \_\_\_ 075 Trees, Ornamental & Shade
- \_\_\_ 090 Vermiculite & Perlite
- \_\_\_ 095 Wood Chips and Bark

**600 OFFICE MACHINES & EQUIPMENT**

- 015 Calculators
- 030 Cash Registers & Drawers
- \_\_\_ 036 Check Machines
- \_\_\_ 037 Copy Machines
- \_\_\_ 052 Dictating Machines
- \_\_\_ 062 Folding Machines
- \_\_\_ 071 Mailing Machines
- \_\_\_ 077 Postage Meters
- \_\_\_ 082 Shredders, Paper
- \_\_\_ 086 Typewriters and Parts

**605 OFFICE MECHANICAL AIDS**

- \_\_\_ 024 Date & Time Machines
- \_\_\_ 060 Pencil Sharpeners, Electronic
- \_\_\_ 069 Scissors and Shears
- \_\_\_ 078 Seal, Notary and Departmental
- \_\_\_ 085 Stapling Machines, Electronic

**610 OFFICE SUPPLIES: CARBON & RIBBONS**

- \_\_\_ 056 Ribbons, Computer & Data
- \_\_\_ 077 Ribbons, Typewriter

**615 OFFICE SUPPLIES, GENERAL**

- \_\_\_ 013 Blotters & Pads, Desk
- \_\_\_ 041 File Folders: Expanding
- \_\_\_ 055 Letter Trays, All Kinds
- \_\_\_ 075 Rubber Bands, All Kinds
- \_\_\_ 077 Rubber Stamps, Pads & Ink
- \_\_\_ 081 Staples and Staplers
- \_\_\_ 088 Tape Dispensers
- \_\_\_ 095 Wastebaskets

**625 OPTICAL EQUIPMENT & ACCESSORIES**

- \_\_\_ 013 Binoculars

**630 PAINT PROTECTIVE COATINGS**

- \_\_\_ 045 Paint and Varnish Removers
- \_\_\_ 049 Paint, Auto & Machinery
- \_\_\_ 056 Paint, House & Trim
- \_\_\_ 060 Paint, Swimming Pool
- \_\_\_ 066 Paints, Traffic

**635 PAINTING EQUIPMENT & ACCESSORIES**

- \_\_\_ 008 Compressors, Sprayers, etc.
- \_\_\_ 065 Paint Booths & Accessories

**640 PAPER & PLASTIC PRODUCTS**

- \_\_\_ 005 Bags and Boxes
- \_\_\_ 030 Mailing Tubes & Storage
- \_\_\_ 050 Paper Products, Cups, Napkins
- \_\_\_ 075 Toilet Tissue, Paper Towels
- \_\_\_ 085 Wipers, Shop Uses

**645 PAPER FOR OFFICE USE**

- \_\_\_ 036 Paper, Cut & Uncut

**650 PARK, PLAYGROUND, SWIMMING**

- \_\_\_ 006 Benches, Park

- \_\_\_ 018 Combination Sets, Playground
- \_\_\_ 024 Grill & Park Stoves
- \_\_\_ 036 Picnic Tables
- \_\_\_ 038 Playground Equipment
- \_\_\_ 060 Oscilloscopes, Waveform
- \_\_\_ 066 Swimming Pool Equipment

**655 PHOTOGRAPHIC EQUIPMENT**

- \_\_\_ 039 Cameras, Still
- \_\_\_ 055 Darkroom Equipment
- \_\_\_ 060 Darkroom Supplies
- \_\_\_ 075 Photographic Chemicals
- \_\_\_ 078 Photo Identification

**665 PLASTICS, RESINS, FIBERGLASS**

- \_\_\_ 024 Bags and liners

**670 PLUMBING EQUIPMENT**

- \_\_\_ 002 Bathroom Accessories
- \_\_\_ 025 Pipe & Tubing, Plastic
- \_\_\_ 057 Pumps & Pump Accessories
- \_\_\_ 091 Water heater, Commercial

**675 POISONS: AGRICULTURAL**

- \_\_\_ 040 Insect/Fungus-Dry
- \_\_\_ 085 Weed Killers (Herbicides)

**680 POLICE EQUIPMENT & SUPPLIES**

- \_\_\_ 004 Ammunition
- \_\_\_ 012 Belts, Cases, Holster, etc.
- \_\_\_ 020 Billies & Night Sticks
- \_\_\_ 024 Breath Alcohol Testing
- \_\_\_ 048 Fingerprinting Equipment
- \_\_\_ 052 Guns, Pistols, Rifles, etc.
- \_\_\_ 060 Handcuffs & Leg Irons
- \_\_\_ 077 Radar Units
- \_\_\_ 085 Rescue Equipment & Supplies

**700 PRINTING PLANT EQUIPMENT**

- \_\_\_ 030 Graphic Art Supplies
- \_\_\_ 074 Punching & Binding Machines
- \_\_\_ 078 Sign Die Cutting Machines

**705 PRINTING PREPARATIONS**

- \_\_\_ 042 Negatives & Plates

**715 PUBLICATIONS / AUDIOVISUAL**

- \_\_\_ 010 Books, Magazines, Pamphlets
- \_\_\_ 020 Catalogue Cards

- \_\_\_ 040 Filmstrips, Slides
- \_\_\_ 090 Video Cassettes, Disks

**720 PUMPING EQUIPMENT & ACCESSORIES**

- \_\_\_ 015 Centrifugal Pumps
- \_\_\_ 036 Hydraulic Pumps
- \_\_\_ 064 Sewage & Sludge Pumps
- \_\_\_ 073 Sump Pumps

**725 RADIO & COMMUNICATION**

- \_\_\_ 012 Antennas & Accessories
- \_\_\_ 021 Facsimile Transceivers
- \_\_\_ 045 Paging, Radio
- \_\_\_ 057 Telephone Systems
- \_\_\_ 058 Telecommunicators/Display
- \_\_\_ 061 Towers Broadcasting
- \_\_\_ 074 Two-Way Radio, Portable

**730 RADIO COMMUNICATION & TESTING**

- \_\_\_ 072 Radio, Sound, and Telecommunications
- \_\_\_ 090 Video Testing Equipment
- \_\_\_ 096 Tube testers, Radio, TV

**735 RAGS, SHOP TOWELS, WIPING**

- \_\_\_ 010 Towels, Shop Type

**745 ROAD & HIGHWAY BUILDING**

- \_\_\_ 007 Asphalt
- \_\_\_ 014 Asphaltic Concrete, Cold Mix
- \_\_\_ 021 Asphaltic Concrete, Hot Mix
- \_\_\_ 056 Joint Sealants
- \_\_\_ 070 Road Oil
- \_\_\_ 084 Slurry Seal

**750 ROAD AND HIGHWAY BUILDING**

- \_\_\_ 005 #8 Tower Rock
- \_\_\_ 014 Caliche
- \_\_\_ 020 Cement Stabilized Base
- \_\_\_ 030 Concrete, Precast
- \_\_\_ 035 Crushed Stone
- \_\_\_ 060 Limestone Base
- \_\_\_ 070 Ready Mix Concrete
- \_\_\_ 077 Sand & Gravel
- \_\_\_ 080 Sand Cement
- \_\_\_ 084 Shell
- \_\_\_ 089 Slag

**755 ROAD/HIGHWAY  
EQUIPMENT**

- \_\_\_ 010 Asphalt Distributors
- \_\_\_ 085 Concrete Vibrators

**760 ROAD & HIGHWAY  
EQUIPMENT**

- \_\_\_ 003 Backhoe
- \_\_\_ 015 Ditch & Trenching Machine
- \_\_\_ 023 Earth Movers, Motorized
- \_\_\_ 033 Graders, Motorized
- \_\_\_ 053 Loaders, Windrow Type
- \_\_\_ 078 Rollers, Sheepsfoot Type

**765 ROAD AND HIGHWAY  
EQUIPMENT**

- \_\_\_ 003 Booms, Crane, Tractor
- \_\_\_ 009 Cranes, Backhoe & Dragline
- \_\_\_ 021 Culvert Cleaning Equipment
- \_\_\_ 072 Striping Machines &  
Accessories
- \_\_\_ 083 Tractor Bulldozers
- \_\_\_ 085 Tractors, Crawler Types

**770 ROOFING MATERIALS**

- \_\_\_ 062 Roofing Composition
- \_\_\_ 077 Shingles, Composition
- \_\_\_ 080 Shingles, Metal

**780 SCALES & WEIGHING  
APPARATUS**

- \_\_\_ 078 Postal Scales, Electronic
- \_\_\_ 084 Truck Scales & Railroad

**785 SCHOOL EQUIPMENT &  
SUPPLIES**

- \_\_\_ 043 Display Cabinets
- \_\_\_ 047 Easels & Carrying Cases
- \_\_\_ 070 Instructional Aids

**790 SEED, SOD, SOIL &  
INOCULANT**

- \_\_\_ 020 Grass Seed
- \_\_\_ 070 Top Soil & Fill Dirt

**800 SHOES & BOOTS**

- \_\_\_ 016 Boots, Rubber
- \_\_\_ 024 Boots, Rubber & Safety Toe

**803 SOUND SYSTEMS,  
COMPONENTS**

- \_\_\_ 040 Microphones
- \_\_\_ 061 Public Address Systems
- \_\_\_ 085 Tape Recorders

**805 SPORTING & ATHLETIC  
EQUIPMENT**

- \_\_\_ 015 Athletic Awards-Trophy
- \_\_\_ 017 Athletic Field Markers
- \_\_\_ 022 Balls (Not otherwise stated)
- \_\_\_ 063 Scoreboards, Sports
- \_\_\_ 069 Softball Equipment
- \_\_\_ 078 Tennis Equipment
- \_\_\_ 090 Volleyball Equipment

**810 SPRAYING EQUIPMENT**

- \_\_\_ 050 Smoke Generators

**815 STEAM AND HOT WATER  
FITTINGS**

- \_\_\_ 028 Gauge Siphons
- \_\_\_ 052 Packing, All Kinds
- \_\_\_ 070 Thermometers
- \_\_\_ 081 Valves, Relief & Safety

**820 STEAM BOILERS, STEAM  
HEAT**

- \_\_\_ 028 Burners, Gas & Oil
- \_\_\_ 068 Heat Exchanger, Accessories

**830 TANKS, METAL & WOOD**

- \_\_\_ 031 Fiberglass Tanks, Gasoline
- \_\_\_ 046 Stainless Steel Tanks
- \_\_\_ 055 Steel Tanks, Overhead
- \_\_\_ 070 Steel Tanks, Underground

**832 TAPE(NOT DATA  
PROCESSING)**

- \_\_\_ 036 Tape, Insulating
- \_\_\_ 048 Tape, Marking, Reflective
- \_\_\_ 068 Tape, Sheetrock

**840 TELEVISION EQUIPMENT**

- \_\_\_ 070 Video Cameras, Accessories
- \_\_\_ 071 Video Cassette Recorders
- \_\_\_ 084 Video Surveillance System

**845 TESTING APPARATUS**

- \_\_\_ 024 Food Testing Apparatus

**850 TEXTILES, FIBERS,  
HOUSEHOLD**

- \_\_\_ 012 Blankets, Bedding, All Types
- \_\_\_ 052 Mattress Covers, Cotton
- \_\_\_ 064 Sheets & Pillow Cases
- \_\_\_ 080 Ticking, Mattress

**855 THEATRICAL EQUIPMENT**

- \_\_\_ 022 Curtains, Cyclorammas,  
Drapes

- \_\_\_ 044 Lighting and Dimming
- \_\_\_ 080 Stage Rigging & Tracks

**860 TICKETS, COUPON BOOKS**

- \_\_\_ 075 Tickets, Roll Type

**863 TIRES & TUBES**

- \_\_\_ 005 Tires & Tubes, Passenger
- \_\_\_ 007 Tires & Tubes, Light Trucks
- \_\_\_ 010 Tires & Tubes, Medium Trucks
- \_\_\_ 015 Tires & Tubes, Off-Road
- \_\_\_ 020 Tires & Tubes, Farm
- \_\_\_ 025 Tires & Tubes, Industrial

**870 VENETIAN BLINDS &  
AWNINGS**

- \_\_\_ 050 Venetian Blinds, Metal
- \_\_\_ 090 Window Shades

**875 VETERINARY EQUIPMENT**

- \_\_\_ 008 Animal Control Equipment

**880 VISUAL EDUCATION  
EQUIPMENT**

- \_\_\_ 043 Projection Screens
- \_\_\_ 064 Projectors, Slide

**885 WATER TREATING  
CHEMICALS**

- \_\_\_ 015 Algae & Microbe Control
- 038 Chlorine, Liquefied-Cylinder
- \_\_\_ 070 Hardness Control Chemicals
- \_\_\_ 078 Ph Control Chemicals

**890 WATER/SEWAGE  
EQUIPMENT**

- \_\_\_ 008 Chlorination Equipment
- \_\_\_ 030 Manhole Covers, Frames
- \_\_\_ 044 Meters, Water
- \_\_\_ 045 Meters, Fittings, Water
- \_\_\_ 046 Meter Reading Devices
- \_\_\_ 065 Sewage & Water Treatment

**895 WELDING  
EQUIPMENT/SUPPLIES**

- \_\_\_ 010 Arc Welders
- \_\_\_ 065 Welder/Soldering Unit
- \_\_\_ 070 Welding Accessories

**898 X-RAY AND OTHER  
RADIOLOGY**

- \_\_\_ 035 Film, X-Ray

**OTHER**

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**NOTE:SERVICE CODES LISTING  
LOCATED ON FOLLOWING  
PAGES**

**SERVICES CODE LISTING**

**905 AIRCRAFT OPERATIONS SERVICES**

- \_\_\_ 005 Aerial Photography
- \_\_\_ 010 Aerial Surveys
- \_\_\_ 025 Crop Dusting & Seeding

**906 ARCHITECT / ENGINEERING**

- \_\_\_ 007 Architect Services
- \_\_\_ 020 Communications Systems
- \_\_\_ 029 Engineering Services
- \_\_\_ 056 Landscaping Architecture
- \_\_\_ 064 Planning, Urban
- \_\_\_ 076 Safety Engineering
- \_\_\_ 078 Security Systems
- \_\_\_ 080 Sewage Collection
- \_\_\_ 082 Solid Waste Disposal

**908 BOOKBINDING, REBINDING**

- \_\_\_ 010 Bookbinding, Custom

**910 BUILDING MAINTENANCE AND REPAIR**

- \_\_\_ 003 Building Cleaning, Exterior
- \_\_\_ 006 Carpentry
- \_\_\_ 013 Elevator Maintenance & Repair
- \_\_\_ 025 Flooring Maintenance & Repair
- \_\_\_ 027 Garbage & Trash Removal
- \_\_\_ 036 Heating & Air Conditioning
- \_\_\_ 038 Asbestos Removal Services
- \_\_\_ 039 Janitorial/Custodial Services
- \_\_\_ 048 Locksmith
- \_\_\_ 051 Masonry & Concrete
- \_\_\_ 054 Painters
- \_\_\_ 059 Pest Control Services
- \_\_\_ 060 Plumbers
- \_\_\_ 065 Remodeling & Alteration
- \_\_\_ 066 Roofing, Gutters
- \_\_\_ 076 Welding Services
- \_\_\_ 079 Window & Door Installation

**915 COMMUNICATIONS / MEDIA SERVICES**

- \_\_\_ 003 Advertising/Public Relations
- \_\_\_ 005 Answering/Paging Services
- \_\_\_ 048 Graphic Arts Services
- \_\_\_ 058 Mailing Services
- \_\_\_ 059 Mail Services, Express
- \_\_\_ 082 Video Production

**920 DATA PROCESSING SERVICES**

- \_\_\_ 004 Applications Software
- \_\_\_ 020 Consulting, Computer
- \_\_\_ 045 Software Maintenance
- \_\_\_ 094 Word Processing Software

**924 EDUCATIONAL SERVICES**

- \_\_\_ 015 Dues & Subscriptions
- \_\_\_ 025 For-Credit Classes, Seminars
- \_\_\_ 060 Not For Credit Classes, Seminars

**929 EQUIPMENT MAINTENANCE & REPAIR**

- \_\_\_ 016 Automotive Shop Equipment
- \_\_\_ 020 Automobile- Washing & Waxing
- \_\_\_ 061 Motor Rewinding & Repairing
- \_\_\_ 080 Tire Repair, Retreading

**931 EQUIPMENT MAINTENANCE & REPAIR**

- \_\_\_ 011 Athletic Equipment
- \_\_\_ 030 Cafeteria & Kitchen Equipment
- \_\_\_ 065 Park, Playground & Swimming

**934 EQUIPMENT MAINTENANCE & REPAIR**

- \_\_\_ 029 Floor Maintenance Machines
- \_\_\_ 039 Janitorial Equipment
- \_\_\_ 046 Lawn Equipment

**936 EQUIPMENT MAINTENANCE & REPAIR**

- \_\_\_ 033 Fire Protection System
- \_\_\_ 041 Hand Tools
- \_\_\_ 086 Traffic Control Devices

**938 EQUIPMENT MAINTENANCE & REPAIR**

- \_\_\_ 062 Laboratory Equipment
- \_\_\_ 079 Scales & Weights Apparatus

**939 EQUIPMENT MAINTENANCE & REPAIR**

- \_\_\_ 021 Computers, Data Processing
- \_\_\_ 022 Maintenance, Computer Software

- \_\_\_ 027 Copy Machines
- \_\_\_ 054 Microfilm & Microfiche
- \_\_\_ 072 Radio & Telecommunications
- \_\_\_ 087 Typewriters

**946 FINANCIAL SERVICES**

- \_\_\_ 020 Auditing
- \_\_\_ 025 Banking Services
- \_\_\_ 033 Collections Services
- \_\_\_ 054 Installment Purchasing/Lease

**948 HEALTH RELATED SERVICES**

- \_\_\_ 028 Dental
- \_\_\_ 072 Pharmaceutical Services
- \_\_\_ 073 Physical Fitness Programs
- \_\_\_ 076 Psychologists/Psychologic

**952 HUMAN SERVICES**

- \_\_\_ 037 Emergency Shelter
- \_\_\_ 062 Mental Health Services
- \_\_\_ 071 Rape and Sexual Assault

**954 LAUNDRY AND DRY CLEANING**

- \_\_\_ 005 Laundry and Linen Services

**956 LIBRARY SERVICES**

- \_\_\_ 040 Magazine Subscriptions
- \_\_\_ 050 Newspaper Subscriptions
- \_\_\_ 060 Professional Journal

**961 MISCELLANEOUS PROFESSIONAL**

- \_\_\_ 012 Codification of Government
- \_\_\_ 015 Concessions, Catering
- \_\_\_ 020 Consulting
- \_\_\_ 024 Court Reporting
- \_\_\_ 032 Environmental Impact Study
- \_\_\_ 050 Legal Services
- \_\_\_ 086 Veterinary Services
- \_\_\_ 094 Zoning, Land Use Study

**962 MISCELLANEOUS SERVICES**

- \_\_\_ 001 Notary Bond
- \_\_\_ 009 Auctioneering Services
- \_\_\_ 016 Boring, Drilling & Testing
- \_\_\_ 024 Courier/Delivery Service
- \_\_\_ 036 Fireworks Display
- \_\_\_ 043 Hotel/Motel Accommodations
- \_\_\_ 047 Insurance & Risk Management

- \_\_\_ 056 Moving & Hauling
- \_\_\_ 058 Oil Removal Services
- \_\_\_ 070 Recycling Services
- \_\_\_ 084 Tire Shredding Service
- \_\_\_ 086 Transportation & Hauling
- \_\_\_ 087 Travel, Local
- \_\_\_ 088 Travel, Non-Local
- \_\_\_ 090 Upholstering Services
- \_\_\_ 097 Wrecker & Towing Services

**964 PERSONNEL, TEMPORARY**

- \_\_\_ 026 Computer Programming
- \_\_\_ 046 Geologist, Studies, Soil
- \_\_\_ 059 Laborers
- \_\_\_ 078 Secretarial & Clerical
- \_\_\_ 090 Umpires

**966 PRINTING, PUBLISHING**

- \_\_\_ 007 Business Cards
- \_\_\_ 012 Forms, All Kinds
- \_\_\_ 031 Envelopes
- \_\_\_ 055 Letterhead

**968 PUBLIC WORKS, CONSTRUCTION**

- \_\_\_ 006 Airport Roadway Construction
- \_\_\_ 010 Airport Runway Construction
- \_\_\_ 013 Airport Facilities Maintenance
- \_\_\_ 015 Antenna Tower Maintenance
- \_\_\_ 017 Athletic Facility Construction
- \_\_\_ 018 Bridge Construction
- \_\_\_ 020 Building Construction
- \_\_\_ 032 Demolition
- \_\_\_ 039 Excavating & Tunneling
- \_\_\_ 054 Major Streets, New
- \_\_\_ 059 New Street Construction
- \_\_\_ 062 Parking Lot Construction
- \_\_\_ 066 Residential Street Resurface
- \_\_\_ 069 Sewer Maintenance & Repair
- \_\_\_ 070 Sidewalk & Driveway
- \_\_\_ 088 Tree & Shrub Removal

**971 REAL PROPERTY, RENTAL & LEASING**

- \_\_\_ 020 Escrow & Title Services

**975 RENTAL OR LEASE SERVICES**

- \_\_\_ 042 Machinery & Heavy Hardware
- \_\_\_ 066 Road & Highway Equipment

**977 RENTAL OR LEASE SERVICES**

- \_\_\_ 073 Toilets, Portable

**981 RENTAL OR LEASE OF EQUIPMENT**

- \_\_\_ 011 Air Compressors & Accessories

**983 RENTAL OR LEASE SERVICES TEMPORARY**

- \_\_\_ 079 Copy Machines

**988 ROADSIDE, GROUNDS & PARKS**

- \_\_\_ 003 Athletic Field Maintenance
- \_\_\_ 015 Fence Installation & Repair
- \_\_\_ 036 Grounds Maintenance, Mowing
- \_\_\_ 046 Landfill Services
- \_\_\_ 052 Landscaping
- \_\_\_ 056 Litter Removal Services
- \_\_\_ 063 Park Area Construction
- \_\_\_ 083 Swimming Pool Repairs

**990 SECURITY, FIRE & SAFETY SERVICE**

- \_\_\_ 005 Alarm Service
- \_\_\_ 046 Guard & Security Service
- \_\_\_ 070 Polygraph Testing Service

**OTHER**

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## STANDARD TERMS AND CONDITIONS

1. **SELLER TO PACKAGE GOODS:** Seller will package goods in accordance with good commercial practice.
2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the goods shall not pass to the Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination Freight Pre-paid unless delivery terms are specified otherwise in bid.
5. **NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the seller may seasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the Purchase Order.
7. **INVOICES AND PAYMENTS:** A. Seller shall submit separate invoices, in duplicate, on each Purchase Order after each delivery. Invoices shall indicate the Purchase Order number, shall be itemized, and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight weigh bill, when applicable, should be attached to the invoice. Mail to: Transit Management of Beaumont, Attn: Finance, 550 Milam St., Beaumont, TX 77701. Payment shall not be due until the above instruments are submitted after delivery. B. Funds for payment have been provided through the City of Beaumont budget approval by the Beaumont City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated obligations arising past the end of the current City of Beaumont fiscal year shall be subject to budget approval. C. Do not include Federal Excise, State, or City Sales Tax. City shall furnish tax exemption certificate, if required. D. Payment of invoices shall be controlled by §2251.001 et. seq. of the Texas Government Code.
8. **WARRANTY PRICE:** A. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current price on orders by others to products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the process of the items shall be reduced to the Seller's current prices or orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach of Seller's actual expense. B. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee exception bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right, in addition to any other right or rights, to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
9. **WARRANTY PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
10. **SAFETY WARRANTY:** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.
11. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like will result he will notify Buyer to this effect in writing within two (2) weeks after signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.
12. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.
13. **CANCELLATION:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and in lieu of any other remedies which Buyer may have in law or equity.
14. **ASSIGNMENT DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
15. **WAIVER:** No claim or right arising out of breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.
16. **MODIFICATION:** This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
17. **APPLICABLE LAW:** This agreement shall be governed by Texas law, and none other, where applicable, the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the state of Texas as effective and in force on the date of this agreement.
18. **ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior consent the fact that Buyer has entered into this contract except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
19. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that the demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
20. **VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie exclusively in Beaumont, Texas.
21. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Beaumont. The City of Beaumont is a participating member of several interlocal cooperative purchase agreements. As such, the City of Beaumont has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based upon the bid price, to any other participants.

## Request and Authorization for Payment by EFT

**\*\* ANY VENDOR CHANGE CAN TAKE UP TO 10 DAYS TO PROCESS\*\***

### VENDOR INFORMATION

<b>Name:</b>	<b>Federal Tax ID #:</b>
<b>Address:</b>	

### VENDOR CONTACT INFORMATION

<b>Name:</b>	<b>Voice Phone # ( ) -</b>	<b>Ext:</b>
<b>Email Address:</b>	<b>Fax #: ( ) -</b>	
<b>Preferred Payment Notification: Email <input type="checkbox"/> Mail <input type="checkbox"/></b>		

### AUTHORIZATION

I hereby authorize the City of Beaumont to verify with the Financial Institution the accuracy of account information provided.	
I hereby authorize the City of Beaumont to initiate credit entries and, if necessary, a debit entry in order to reverse a credit entry made in error, in accordance with NACHA rules.	
I hereby authorize these payment instructions and accept the terms and conditions for Electronic Funds Transfer payments. This authorization will remain in effect until I have cancelled it in writing.	
<b>Authorized Signature:</b>	<b>Title:</b>
<b>Printed Name:</b>	<b>Date:</b>

### FINANCIAL INSTITUTION INFORMATION

<b>Financial Institution Name:</b>	<b>Phone # ( ) -</b>
<b>Address:</b>	<b>Fax #: ( ) -</b>
	<b>Account Name:</b>
	<b>Account Type: Must be Checking</b>

### ACCOUNT INFORMATION

<b>Transit Routing Number of Your Financial Institution</b>	<b>Your Account Number - Start at left, leave unused spaces blank</b>																																											
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### FINANCIAL INSTITUTION VERIFICATION

I have verified that the account and transit-routing numbers provided above are correct. I have further verified that the person signing for the payee is authorized to sign on the account specified above.		
<b>Print Name and Title of Bank Officer)</b>	<b>(Signature of Bank Officer)</b>	<b>(Date)</b>
<b>Bank Officer Telephone Number: ( )</b>	<b>Ext:</b>	

**NOTE: Financial Institution Verification is needed. If this form is not signed by the Bank Officer, we need a letter from the bank with the financial institution's routing and account number or a voided check for verification.**

The ORIGINAL form can be returned to the address below. NO FAXES ACCEPTED. Mail to: Finance Department, Transit management of Beaumont, 550 Milam Street, Beaumont, TX 77701 or Email to [invoices@beaumonttransit.com](mailto:invoices@beaumonttransit.com)

<b>FOR INTERNAL USE ONLY:</b> Independent verification of change with vendor staff: _____  Verification of account and routing number in accounting system: _____
--



**Attachment H - Receipt of Attachments and Submittal**

*This form must be returned with your response.*

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

Forms	Initial to Acknowledge Receipt	Initial to Acknowledge Submittal
Attachment A: Bid Form		
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: Vendor Application		
Attachment H: Receipt of Attachments and Submittal		
Attachment I: Federally Required Clauses		

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

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

\_\_\_\_\_  
Date

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

## ATTACHMENT I - 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 compete 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.

#### Disputes, Breaches, Default, and Litigation

- 1) *FTA Interest.* FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.
- 2) *Notification to FTA; Flow Down Requirement.* If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.
  - a) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
  - b) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

- c) *Additional Notice to U.S. DOT Inspector General.* The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.
- 3) *Federal Interest in Recovery.* The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA’s prior written concurrence.
- 4) *Enforcement.* The Recipient must pursue its legal rights and remedies available under any third-party agreement or any federal, state, or local law or regulation.

#### 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.

Prompt Payment.

The Bidder agrees to pay Subcontractors within ten (10) calendar days of the Bidder's receipt of payment from TMB for undisputed services provided by the Subcontractor. The Bidder agrees to pay Subcontractors all undisputed retainage payments within ten (10) calendar days of completion of the work regardless of whether the Bidder has received any retainage payment from TMB. The Bidder shall not postpone or delay any undisputed payments owed Subcontractors without good cause and without prior written consent of TMB. The Bidder shall not, by reason of said payments, be relieved from responsibility for Work done by the Subcontractor and shall be responsible for the entire Work under this contract until the same is finally accepted by TMB. The Bidder agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes. The Bidder will not be reimbursed for work performed by Subcontractors unless and until the Bidder ensures that Subcontractors are promptly paid for work they have performed. Failure to comply with the provisions of this section FTA- 14.2 may result in TMB finding the Bidder in noncompliance with the DBE provisions of this Contract.

Lobbying Restrictions.

TMB agrees that neither it nor any Third Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:

- (1) Laws, Regulations, Requirements, and Guidance. This includes:
  - (i) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended;
  - (ii) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, to the extent consistent with 31 U.S.C. § 1352, as amended; and
  - (iii) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature; and
- (2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.

Other Environmental Federal Laws.

TMB agrees to comply or facilitate compliance, and assures that its Third Party Participants will comply or facilitate compliance, with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to “Protection of Wetlands,” and Executive Order No. 11988, as amended, “Floodplain Management.”