

Transit Management of Beaumont
Invitation for Bid



IFB #2025-001

Title: Oil & Lubricants
Due Date : April 3, 2025

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1. Notice to Bidders

1.1 General

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

1.2 Procurement Schedule

IFB Issued:	February 27, 2025
Request for Information/Approved Equals:	March 13, 2025 4:00 pm CT
Response to Requests for Information:	March 20, 2025
Bids Due Date:	April 3, 2025 4:00 pm CT
Public Opening:	April 10, 2025
Contract(s) Awarded (Tentative):	April 17, 2025
Contract Performance Period:	May 1, 2025 – April 30, 2026

1.3 Labeling

- All Bids must be clearly labeled:

Bidder's Name and Address
Bid for: IFB No. 2025-001
Bid Due Date: March 4, 2025 4:00 pm CT

- All email correspondence must include IFB 2025-001 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 invoices@beaumonttransit.com making sure to include IFB No 2025-001 in the subject line. An acknowledgement email will be sent upon receipt.

- Bids may be hand delivered between 8:00 am and 4:00 pm CT 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 and Finance Coordinator
 550 Milam St
 Beaumont, TX 77701
 Ph: (409) 980-8194
 heather.aguilar@beaumonttransit.com

Willa White
 Director, Finance & HR
 550 Milam St
 Beaumont, TX 77701
 Ph: (409) 835-7895 x2314
 Fax (409) 832-3609
 white.willa@beaumonttransit.com

Jill Broussard
 Maintenance Administrative Assistant
 550 Milam St
 Beaumont, TX 77701
 Ph: (409) 835-7895 x2333
 jill.broussard@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 listed in Section 1.5. 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 Section 1.17. 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. 202x-0xxequals 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 co-mingle information deemed confidential and sealed, elsewhere in your response.

Sec. 134A.002.

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

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

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

- 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 protestor 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) is seeking bids from qualified vendors for oil and lubricants for its revenue vehicles.
- TMB has twenty-five (25) revenue vehicles, which includes ten (10) Paratransit Vans, and fifteen (15) Fixed Route Buses. The chart below details the type of oils, its application, and usage from the past twelve (12) months included in this IFB.

Type of Oil or Lubricant	Application	Approx. 12 month usage
CNG 15w40 Motor Oil	Cummins CNG Engines	1430 Gallons
5w30 Engine Oil	Ford (Gasoline) Engines	165 Gallons
Syn Transmission Fluid	Cummins CNG Engines	440 Gallons
Fully formulated 50/50 pre-mixed (Blue) Anti-freeze	Cummins CNG Engines	660 Gallons

- Specifications
 - CNG 15w40 Motor Oil
 - Product must meet or exceed Cummins Engineering Specifications (CES) 20092
 - 5w30 Engine Oil
 - Product must meet or exceed WSS-M2C961-A1 Specifications.
 - Syn Transmission Fluid
 - Product must meet or exceed Allison TES 295 or TES 668 approval
 - Fully formulated 50/50 pre-mixed (Blue) Anti-freeze
 - Product must meet the following guidelines as set out by Cummins for their CNG-powered engines:
 - ❖ Must contain a pre-charge of Supplemental Coolant Additives (SCA),
 - ❖ Must meet Cummins Engineering Specifications (CES) 14603 guidelines,
 - ❖ Must meet The Maintenance Council (TMC) Recommended Practice (RP) 329 (Ethylene Glycol) Specifications for coolants.
- Testing
 - TMB reserves the right to test all fluids used in its vehicles. Specifications are based on years of utilization and performance measures to establish acceptable standards of quality, performance features, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material. However, all furnished lubricants must meet the OEM specifications listed as to not void the manufacturer's warranty. Bidders must submit the Specification Information/Data Sheet for each brand/type being proposed as well as Safety Data Sheet(s).
- Delivery Requirements/Restrictions:
 - Delivery shall be made only upon authorization by TMB and within 5 business days of the order. Product will be delivered FOB Destination.
 - Delivery shall be made between the hours of 9:00 am and 4:00 pm Monday through Friday, excluding holidays listed in Section 1.4.

- Deliveries outside of these hours may be permissible on a case-by-case basis, but must be pre-approved by a member of TMB's Finance Department.
- CNG 15w40 Motor Oil must be pumped directly into TMB's storage tank by bidder using bidder's own equipment. All other products may be delivered via 55 gallon drum.
- Bidder is responsible for unloading and/or pumping all items using their own equipment.
- TMB's Maintenance Manager, a member of TMB's Finance Department, or his or her designee must be present at the time of delivery.
- All local state and federal regulations must be followed.
- Any delivery personnel on site must wear appropriate Personal Protective Equipment (PPE). This includes, at a minimum, protective eyewear and reflective vest.
- Delivery Location: 550 Milam Street, Beaumont, TX 77701
- If the Bidder cannot meet the delivery requirements, TMB reserves the right to purchase the product(s) from another responsive responsible vendor.
- Packing: The Bidder shall comply with industry standards for packing and delivery of all orders. A detailed delivery receipt with the product(s) manifest and purchase order number must be furnished and signed as received by authorized TMB personnel. The Bidder shall be responsible for supplying SDS/MSDS documentation for all delivered products.
- Stocking Requirements: The successful Bidder will be required to supply all items by the manufacturer upon which its bid is based. No substitution of manufacturer will be allowed during the term of this contract.
- Spillage: All spillages must be corrected on an immediate basis to TMB's satisfaction. All associated cost including materials and labor shall be borne by the Bidder. Damage resulting from any spillage shall be the responsibility of the Bidder. In the event of a spill, the Bidder shall immediately notify the Texas Commission for Environmental Quality (TCEQ) and the TMB Maintenance Department.

ATTACHMENT A

BID FORM

SEPARATE MICROSOFT EXCEL ELECTRONIC FORM

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



ATTACHMENT B - References

This form must be returned with your response.

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

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

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

Attachment C - Vendor Profile

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:

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.

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.
- 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.

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**

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

**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

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

Name:	Federal Tax ID #:
Address:	

VENDOR CONTACT INFORMATION

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

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.	
Authorized Signature:	Title:
Printed Name:	Date:

FINANCIAL INSTITUTION INFORMATION

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

ACCOUNT INFORMATION

Transit Routing Number of Your Financial Institution											

Your Account Number - Start at left, leave unused spaces blank															

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.		
Print Name and Title of Bank Officer	(Signature of Bank Officer)	(Date)
Bank Officer Telephone Number: ()		Ext:

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

FOR INTERNAL USE ONLY:
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

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.

Breaches and Dispute Resolution

- 1) Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by TMB’s authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to TMB’s General Manager. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of TMB’s General Manager shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.
- 2) *Performance During Dispute* - Unless otherwise directed by TMB, contractor shall continue performance under this contract while matters in dispute are being resolved.
- 3) *Claims for Damages* - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.
- 4) *Remedies* - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.
- 5) *Rights and Remedies* - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by TMB or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Energy Conservation

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

Access Requirements for Persons with Disabilities

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

Safe Operation of Motor Vehicles

- 1) *Seat Belt Use*. The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:
 - a. Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and
 - b. Including a “Seat Belt Use” provision in each third party agreement related to the Award.
- 2) *Distracted Driving, Including Text Messaging While Driving*. The Recipient agrees to comply with:
 - a. Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),
 - b. U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, and
 - c. The following U.S. DOT Special Provision pertaining to Distracted Driving:
 - i. *Safety*. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,
 - ii. *Recipient Size*. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and
 - iii. *Extension of Provision*. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party sub agreement at each tier supported with federal assistance.

Prohibition on certain telecommunications and video surveillance services or equipment.

- 1) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - a. Procure or obtain;
 - b. Extend or renew a contract to procure or obtain; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section

- 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- 2) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- 3) See Public Law 115-232, section 889 for additional information.
- 4) See also § 200.471.

Incorporation of Federal Transit Administration Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, to the extent it is consistent with the most recent laws and regulations, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (TMB) requests which would cause (TMB) to be in violation of the FTA terms and conditions.