

TEXOMA AREA PARATRANSIT SYSTEM, INC.



Invitation for Bids

TAPS Office Furniture

IFB 2025-10

January 15, 2025

INVITATION FOR BIDS (IFB) – COVER PAGE

Issue Date: January 15, 2025
Title: TAPS Office Furniture
Reference Number: TAPS IFB 2025-10
Issuing and Using Agency: Texoma Area Paratransit System, Inc.
Attn: Shellie White, General Manager
6104 Texoma Parkway Sherman, TX 75091-2008

Proposals for Furnishing the Product(s)/Service(s) Described Herein Will Be Received Until:
2:00 PM on February 18, 2025 (CST)

All Inquiries for Information Should Be Directed To: Address listed above or e-mail shellie.white@transdev.com.

**PROPOSALS MUST BE MAILED OR HAND-DELIVERED TO:
TEXOMA AREA PARATRANSIT SYSTEM, INC., 6104 TEXOMA PARKWAY, SHERMAN, TEXAS
75091-2008.**
The Reference Number, Date and Time of proposal submission deadline, as reflected above, must clearly appear on the face of the returned proposal package.

In Compliance With This Invitation for Bids And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal.

Name and Address of Firm:

_____ Zip Code: _____

Date: _____
By: _____
(Signature in ink)

Name: _____
(Please Print)

Telephone: () _____
Title: _____
FEI/FIN Number: _____
DUNS Number: _____
E-Mail Address: _____

CONTENTS INCLUDE

Section A – GENERAL INFORMATION

Section B – IFB INSTRUCTIONS

Section C – FORM B PROPOSAL AND PRICING METHODOLOGY FORM

Section D – FORM C ACKNOWLEDGMENT OF ADDENDA RECEIVED

Section E - CERTIFICATE OF INSURANCE REQUIREMENTS

Section F – HUITT-ZOLLARS NOTICE TO BIDDERS

Section G – FURNITURE FLOOR PLAN

Section H – REQUIRED FEDERAL AND STATE CLAUSES

SECTION A - GENERAL INFORMATION

INTRODUCTION

TAPS is the primary public transportation provider for Cooke, Clay, Fannin, Grayson, Montague, and Wise Counties in North Texas. The Texas legislature enacted the Rural and Urban Transit Act in 1995 which created transit systems that can receive public transportation funds through the Texas Department of Transportation. TAPS meets the requirements of the Act, it operates as a Rural and Urban Transit System which means that TAPS is considered a Political Subdivision of State of Texas. Additionally, TAPS also holds 501(C3) status. TAPS provides a customer-focused transportation service that connects people to places in an efficient and safe manner.

TAPS provides demand response paratransit service within the service area and owns 36 medium duty buses. TAPS has a Maintenance Facility located at 6104 Texoma Parkway, Sherman, TX 75091 that is currently being expanded. Construction is estimated to be complete by June 15, 2025.

PURPOSE

TAPS is soliciting bids to supply, delivery and setup office furniture, as outlined in the attached Furniture Spec Sheets by the move in date of July 1, 2025. Defective materials will be replaced at no extra cost to TAPS.

This IFB and attachments, comprises all the information needed for potential bidders to submit for the consideration of TAPS.

DELIVERY LOCATION

TAPS Facility
6104 Texoma Parkway
Sherman, TX 75090

AUTHORIZED DISTRIBUTOR

The Successful Bidder must either be the manufacturer, supplier or an authorized distributor of the proposed equipment, materials and supplies and be capable of furnishing original product warranty and manufacturer's related equipment, materials and supplies, as well as attendant items, such as product information, product re-call notices, etc.

REPRESENTATION AND WARRANTY

The Successful Bidder represents that all materials are of good quality and workmanship, and free from faults, deficiencies, and defects in material, both latent and patent. TAPS may return any nonconforming or defective materials to the Successful Bidder or require replacement of the materials at the time the defect is discovered, all at the Successful Bidder's expense. The Successful Bidder must replace any nonconforming or defective materials within 10 (ten) days of notification from TAPS. Acceptance of materials and supplies by TAPS by payment shall not relieve the Successful Bidder of the responsibilities herein.

DISPUTE RESOLUTION

If a dispute arises out of or relates to any contract or agreement arising from this project , or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

SECTION B - IFB INSTRUCTIONS

Requirements and procedures for providing submittals in response to this IFB are described herein.

Bidder's written Bid documents are due no later **than 2:00 PM (CST) on Tuesday, February 18, 2025**. Bids received after this time will be non-responsive and ineligible for consideration for this opportunity. No Bid may modify or substitute the items to be furnished or the work to be done. Bids that do not conform to the specifications of this invitation for bids may be deemed as non-responsive. The responsibility for submitting a response to this IFB on or before the stated time and date will be solely and strictly that of the Bidder. TAPS will in no way be responsible for delays caused by the U.S. Post Office or caused by any other entity or by any occurrence. Bids received after the deadline outlined above will be non-responsive and ineligible for consideration.

The IFB submittal must include all information outlined in this section. Bid documents must be labeled "**TAPS IFB 2025-10 – Office Furniture**" and submitted to:

TAPS
Attention: Shellie White, General Manager
6104 Texoma Parkway
Sherman, TX 75090

TAPS will accept pre-submittal questions, in writing via e-mail to Shellie White, General Manager: shellie.white@transdev.com, until **2:00 PM (CST) on Wednesday, February 12, 2025**. A summary of questions received and answers will be issued as an addendum to all potential Bidders.

If it becomes necessary to revise or amend any part of this IFB, TAPS will publish a revision by written addendum. It will be the responsibility of the Bidder to obtain all such addenda and to acknowledge receipt of any addenda that have been issued by visiting the TAPS website at www.tapsbus.com under the 'Current Projects' link. If none are issued, indicate "NONE" on Required Form C - Acknowledgment of Addenda Received. Failure to conform to the requirements of any addenda may result in the rejection of the Bid. TAPS will not be liable for Bidder's failure to obtain or download any addenda issued for a Bid.

Bidders are to contact *only* the General Manager, via e-mail at shellie.white@transdev.com, concerning this IFB and should not rely on verbal representations, statements, or explanations other than those made in this IFB or in any written addendum to this IFB.

SUBMITTAL REQUIREMENTS AND CONTENTS

One (1) original, electronic submission of the Firm's responses to the IFB must be provided.

OR

If mailed, Bidder must provide one (1) original and five (3) copies of the Firm's responses to the IFB must be provided.

CHECKLIST

THE ITEMS BELOW SHALL BE PROVIDED WITH ALL PROPOSALS, IN THE ORDER LISTED, AND TABBED FOR IDENTIFICATION.

TAPS reserves the right to reject any proposal that does not include each of these items:

- I. Cover Letter.** Signed letter stating whether or not any exceptions are taken to the Documents and that Bidder has the capability of performing the contract.
- II. Form B - Proposal & Pricing Methodology Form** (2 pages). Complete all blanks.
- III. Form C – Acknowledgment of Addenda Received Form** (1 page).
- IV. Preliminary Project Milestone Schedule** estimating the completion of the major tasks of the project.
- V. Organizational Chart & Resumes** showing principals and management personnel who will be involved in the work. Supply information on experience and credentials (or resumes) of each person listed in the chart. Identify also who will be functioning as the Project Manager and Superintendent on this Project.
- VI. Experience.** Attach descriptions of three similar projects completed by your firm within the last five years. Include the following items: (a) project name and location; (b) construction cost; (c) brief description of work; (d) contractual completion date and actual completion date; (e) name of your project manager and superintendent assigned to the project; and (f) Owner name, project contact and current, working phone number. (If phone numbers are not correct, TAPS may not be able to use project/owner as reference. TAPS reserves the right to contact project owner and architect as references.)
- VII. Section F - Certifications.** Complete the attached Federal and State Certifications (PTN-130).
- VIII. Section G - Certificate of Insurance Requirements.**

DEADLINE FOR SUBMITTALS

Bids need to be mailed or delivered (faxes and email submittals will not be accepted) to arrive no later than **2:00 p.m. on Tuesday, February 18, 2025** to the attention of:

TAPS
ATTN: Shellie White
6104 Texoma Parkway
Sherman, TX 75090

Bids shall be clearly marked with:
“TAPS IFB 2025-10 – Office Furniture”

SCHEDULE OF EVENTS BLOCK:

EVENT	DATE
Invitation for Bids (IFB) Available	January 15, 2025; 2:00 p.m.
Questions to be submitted: Shellie White, General Manager at shellie.white@transdev.com	February 12, 2025; 2:00 p.m.
Responses to Questions Posted on Website	February 14, 2025: 2:00 p.m.
Proposals DUE at TAPS. Proposals received after this date and time will be returned unopened. There is NO PUBLIC OPENING.	February 18, 2025; 2:00 p.m.

Section C

FORM B - PROPOSAL AND PRICING METHODOLOGY FORM

PROPOSAL INFORMATION

Bidder: _____

Project Name: TAPS Office Furniture

Project Location: Sherman, TX

Owner: Texoma Area Paratransit System, Inc.

Consultant: Huitt-Zollars, Inc.

BASE SEALED PROPOSAL

The undersigned, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Texoma Area Paratransit System, Inc. and Huitt-Zollars, Inc., having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the activities of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

_____ Dollars

(\$ _____)

TIME OF COMPLETION

A. If awarded this contract, the Undersigned agrees to execute the work as follows:

Work can begin _____ and be completed by _____ (insert dates)

B. On projects or portions of projects where the actual date of beginning construction is not immediate, the contractor shall order, receive and store materials on the jobsite, such that upon starting construction, the contractor may proceed in rapid pace toward completion of the project. Payment for materials will be made as prescribed in these specifications provided the contractor includes the appropriate bills and documents supporting the request.

C. For those materials requiring protection from the elements, contractor shall make necessary provisions for storage on the jobsite. Owner will not provide storage facilities. Materials shall be appropriately insured during storage by contractor.

D. It is imperative that the contractor make efficient use of his time and workmen, in the progress of the work to meet the completion dates listed above.

UNIT PRICES

Unit prices shall be based on specifications in the document titled "TAPS Furniture Spec Sheets" prepared by Huitt-Zollars, Inc.

PROPOSER INFORMATION

The undersigned confirms inclusion of information documenting how proposer meets the selection criteria.

PROPOSAL ACCEPTANCE

Firm Name: _____

Address: _____

Phone: _____

Authorized Signature: _____

Title: _____

Date: _____

Section D

FORM C - ACKNOWLEDGMENT OF ADDENDA RECEIVED

The undersigned acknowledges receipt of the following addenda to TAPS Request for Qualifications documents (give number and date of each):

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the request that would require rejection of the proposal.

The undersigned understands that any condition stated above, clarification of the above, or information submitted on or with this form other than requested will render the quotation non-responsive.

Firm Name: _____

Address: _____ City _____ State _____ Zip _____

Type Name By: _____

Signature of Authorized Official: _____

Title: _____

Date: _____

Section E

Certificate of Insurance Requirements:

Prior to beginning of work, the Contractor shall obtain the minimum insurance requirements and endorsements as specified and submit certificates to TAPS. The named insured on the certificate and the name of the contractors as it appears on the contract with TAPS, must be the same. All insurance requirements must remain in force until final acceptance. If the insurance lapses for any reason, all work must stop until TAPS receives an acceptable certificate of insurance.

Workers' Compensation Insurance Coverage

The Contractor is required to have Workers' Compensation Insurance. The Contractor shall carry workers' compensation insurance in at least the statutory amount and the employer's liability coverage. By signing the Contract, the Contractor certifies compliance with all applicable laws, rules, and regulations pertaining to workers' compensation insurance or legitimate alternates. This certification includes all subcontractors. Subcontractors must meet the requirements either through their own coverage or through the Contractor's coverage. Evidence of such insurance is to be furnished to TAPS in a manner described above.

Endorsed with a Waiver of Subrogation in favor of TAPS.

Commercial General Liability Commercial

General Liability Insurance if Combined Single Limit coverage, not less than \$600,000 combined single limit. In the event the coverage's are specified separately, they shall be *at least* these amounts:

Bodily Injury: \$500,000 each occurrence

Property Damage: \$100,000 each occurrence \$100,000 for aggregate

Manufacturers' and Contractors' Liability insurance is *not* an acceptable substitute for Commercial General Liability insurance.

Endorsed with TAPS as Additional Insured and a Waiver of Subrogation in favor of TAPS.

SECTION F
TAPS ADMIN & OPERATIONS
BUILDING

6104 Texoma Pkwy,
Sherman, TX 75090

Issue: Issue for Bid
Issue Date: 01/15/2025



Project: TAPS Admin & Operations
Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

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Notes to Bidders

- All bidders should disclose in their bid package the cost per day for holding charge related to construction project delay.
- Bids should specifically state how long bid prices are good for.
- Bids should specifically state the procurement lead times per item.
- Specs are basis of design. Alternatives equal to quality and aesthetics may be submitted.
- If there is a discrepancy between the quantities noted in any of the bid documents, the higher quantity governs.
- Vendor parking will be on street level and TAPS will not reimburse Vendor for any parking violation tickets received.
- All deliveries and installation should be priced as regular business hours. Scheduling of delivery and installation should be coordinated with the general contractor and client.
- All floors, wall and ceilings must be protected at all times. Any damage that occurs during delivery and until project completion will be the sole responsibility of the Vendor to repair to previous condition.

Project: TAPS Admin & Operations
Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

Chair

Project Tag Item Name

CH-1 /A.....Task Chair

CH-2 Cafe Chair

CH-3 Stacking Chair

CH-4 Conference Chair

CH-5A Guest Chair

CH-5B Reception Chair

CH-6 Lounge Chair

CH-1/A Task Chair



CH-2 Cafe Chair



CH-3 Stacking Chair



CH-4 Conference Chair



CH-5A Guest Chair



CH-5B Reception Chair



Project: TAPS Admin & Operations
Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

CH-6 Lounge Chair



Project: TAPS Admin & Operations
Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

CH-1 & CH-1A

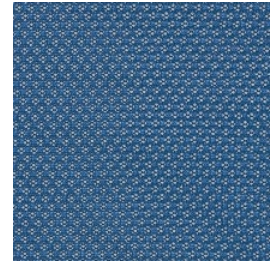
Task Chair

Mfr to submit the following:

Finish Sample Shop Drawings Cut Sheet Maintenance Information



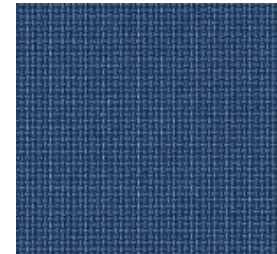
Back Mesh:



Base Finish:



Seat Fabric:



Manufacturer: Steelcase

Description: Upholstered seat, mesh back with adjustable arms and seat.

Model: Amia 4821418

Finish: Seat – Designtex, Royal; Airback – Royal Blue; Base - Seagull

Dimensions: D 21.75 - 24.75" W 26.625" H 37.25 - 42.5"
SH 16-21"

Product website: <https://www.steelcase.com/products/office-chairs/amia-amia-air/>

Project Notes: CH-1A to have soft casters for hard floor surface (reception)

Project: TAPS Admin & Operations Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

CH-2
Cafe Chair

Mfr to submit the following:

- Finish Sample
- Shop Drawings
- Cut Sheet
- Maintenance Information



Manufacturer: Steelcase
Description: 4-Leg Chair With Plastic Shell And Upholstered Seat Pad, Armless
Model: Move 490412
Finish: Shell - Arctic White
Seat – Stand In, Blueberry
Legs – Platinum Metallic
Dimensions: D 20.25” W 25.75” H 31.5”
SH 18.5”
Product website: <https://www.steelcase.com/products/side-guest-chairs/move/>
Project Notes: Use in break room and money room

Project: TAPS Admin & Operations Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

CH-3
Stacking Chair

Mfr to submit the following:

- Finish Sample
- Shop Drawings
- Cut Sheet
- Maintenance Information



Manufacturer: Steelcase
Description: 4-Leg Stackable Arm Chair with Mesh Back, Upholstered Seat, and Casters
Model: The Reply 466160MP
Finish: Mesh Back – Reply Air Mesh Grey
Seat – Buzz2 Navy
Frame & Legs – Platinum Metallic w/ Casters
Dimensions: D 21.125-22.5" W 26" H 39.25"
SH 16"

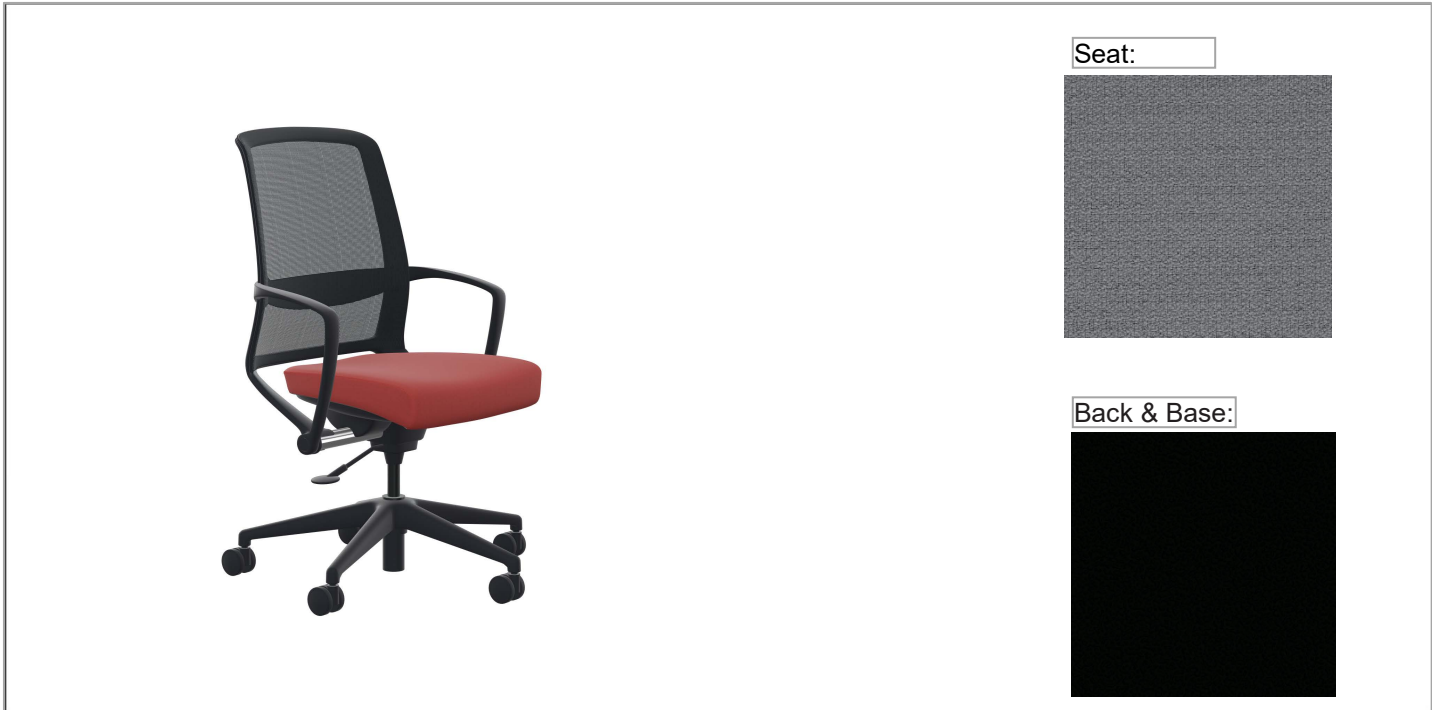
Product website: <https://www.steelcase.com/products/side-guest-chairs/reply/>

Project Notes: Provide chair cart for easy transportation from storage room to multipurpose room

Project: TAPS Admin & Operations
Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

CH-4
Conference Chair

Mfr to submit the following: Finish Sample Shop Drawings Cut Sheet Maintenance Information



Manufacturer: Steelcase by AMQ

Description: Task Chair with arms, mesh back and fabric seat with casters

Model: TIZUWORK

Finish: Seat – Buzz2 - Grey
Frame – Black
Mesh Back - Black
Casters - Black

Dimensions: D 26.5” W 26.5” H 37-41”
SH 18-22”

Product website: <https://www.steelcase.com/products/conference-chairs/tizu-chair/>

Project Notes: -

Project: TAPS Admin & Operations Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

CH-5A & CH-5B
Guest & Reception Chair

Mfr to submit the following: Finish Sample Shop Drawings Cut Sheet Maintenance Information



Manufacturer: Steelcase

Description: 4-Leg Stackable Arm Chair w/ upholstered seat & back, CH-5A with casters, CH-5B without casters

Model: The Reply 466160MP

Finish: Upholstered, Loop Arms COSFZCH
Back Finish – Designtex, Pixel Cloud
Seat Fabric for CH-5A – Designtex, Royal
Seat Fabric for CH-5B – Stand In, Blueberry
Frame – Platinum Metallic

Dimensions: D 21.125-22.5” W 26” H 39.25”
SH 16”

Product website: <https://www.steelcase.com/products/side-guest-chairs/reply/>

Project Notes: -

Project: TAPS Admin & Operations
Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

CH-6

Lounge Chair

Mfr to submit the following:

- Finish Sample
- Shop Drawings
- Cut Sheets
- Maintenance Information



Seat Finish:



Leg Finish:



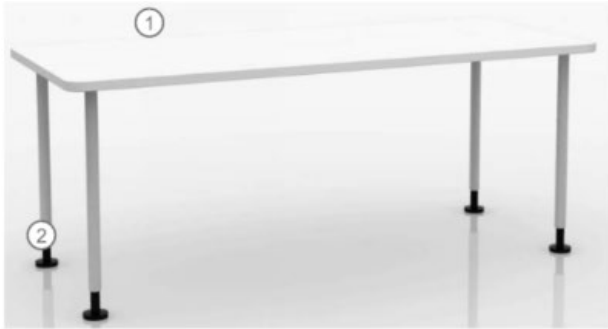
Manufacturer: Steelcase
Description: Jenny Chair Club Low
Model: Low lounge chair with arms and low leg TS31412
Finish: Fabric – Buzz2 - Sky
Low Leg - Black
Dimensions: D 32" W 31.75" H 30"
SH 16"
Product website: <https://www.steelcase.com/products/lounge-chairs/jenny/>
Project Notes: -

Table

Project Tag Item Name

T-1Cafe Table
T-2Nesting Table
T-3Side Table
T-4Conference Table
T-5Small Meeting Table
T-6Conference Table
T-74' x 8' Table

T-1 Cafe Table



T-2 Nesting Table



T-3 Side Table



T-4 Conference Table



T-5 Small Meeting Table

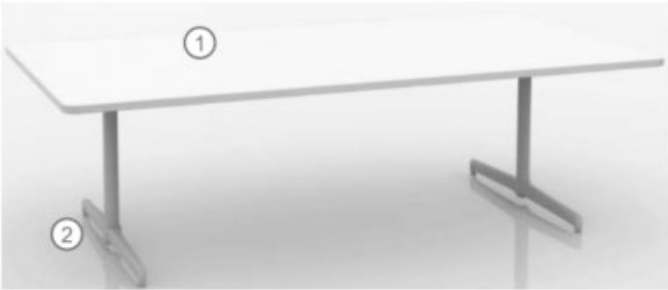


T-6 Conference Table



Project: TAPS Admin & Operations
Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

T-7 4' x 8' Table



Project: TAPS Admin & Operations Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

T-1
Café Table

Mfr to submit the following:

- Finish Sample
- Shop Drawings
- Cut Sheet
- Maintenance Information



Manufacturer: Steelcase

Description: Simple Table – Rectangle w/ Post Legs

Model: TS4WREC – Working Height

Finish: Top: Solid LPL Arctic White
Base: Post Legs – Platinum Metallic

Dimensions: D 30" W 5' H 28.5"

Power Requirement: None

Product website: <https://www.steelcase.com/products/conference-collaborative-tables/simple-table/>

Project Notes: For Money Room and Break Room

Project: TAPS Admin & Operations
Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

T-2

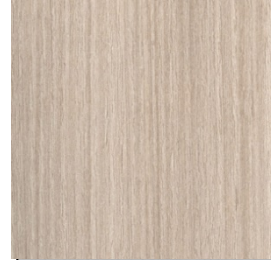
Nesting Table

Mfr to submit the following:

Finish Sample Shop Drawings Cut Sheet Maintenance Information



Top Finish:



Leg Finish:



Manufacturer: Steelcase

Description: Groupwork Flip Top Table

Model: TS4FLIP2

Finish: Top Surface – Acacia LPL
Leg Finish – Platinum Metallic
4 Standard Casters
Wire Management Trough
No Modesty Panel

Dimensions: D 24" W 60" H 28.5"

Power Requirement: 2 Power / 1 USB-A; Pop-Up

Product website: <https://www.steelcase.com/products/conference-collaborative-tables/groupwork/>

Project Notes: -

Project: TAPS Admin & Operations
Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

T-3
Side Table

Mfr to submit the following:

- Finish Sample Shop Drawings Cut Sheet Maintenance Information



Manufacturer: Steelcase

Description: Campfire Skate Table

Model: TS4TST

Finish:
Top: Laminate – Acacia
Base: Platinum Metallic
Small Casters

Dimensions: D 18.875” W 22” H 24.875”

Power Requirement: None

Product website: <https://www.steelcase.com/products/occasional-tables/campfire-skate-table>

Project Notes:

Project: TAPS Admin & Operations
Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

T-4

Conference Table

Mfr to submit the following:

■ Finish Sample ■ Shop Drawings ■ Cut Sheet ■ Maintenance Information



Manufacturer: Steelcase

Description: Currency Conference Table

Model: Rectangle Top w/ Power
Rectangular Base

Finish: Laminate – Acacia
Power Box – Anodized Aluminum

Dimensions: D 96” W 42” H 29.5”

Power Requirement: 2 Power Units – 2 Power / 1 USB-A in each unit

Product website: <https://www.steelcase.com/products/desk-systems/currency/>

Project Notes: -

Project: TAPS Admin & Operations
Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

T-5
Small Meeting
Table

Mfr to submit the following: Finish Sample Shop Drawings Cut Sheet Maintenance Information



Manufacturer: Steelcase

Description: 3' Round Table Top with Pedestal Base

Model: Groupwork Table

Finish: Top - Laminate - Acacia
Base – Platinum Metallic

Dimensions: 3' Round Top

Power Requirement: None

Product website: <https://www.steelcase.com/products/conference-collaborative-tables/groupwork/>

Project Notes: General Managers office

Project: TAPS Admin & Operations Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

T-6

Conference Table

Mfr to submit the following:

Finish Sample Shop Drawings Cut Sheet Maintenance Information



Manufacturer: Steelcase
Description: Currency Conference Table
Model: Rectangle Top w/out Power
Rectangular Base
Finish: Laminate – Acacia
Dimensions: D 48” W 144” H 29.5”
Power Requirement: None
Product website: <https://www.steelcase.com/products/desk-systems/currency/>
Project Notes: -

Project: TAPS Admin & Operations Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

T-7
4' x 8' Table

Mfr to submit the following:

- Finish Sample Shop Drawings Cut Sheet Maintenance Information



Surface Finish:



Base Finish:



Manufacturer: Steelcase

Description: 4' x 8' Table

Model: Universal Table

Finish: Surface Finish: Arctic White
Base Finish: Platinum Metallic

Dimensions: W 48" D 96" H 29"

Power Requirement: None

Product website: <https://www.steelcase.com/products/conference-collaborative-tables/universal-tables/>

Project Notes: -

Project: TAPS Admin & Operations
Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

Storage

Project Tag Item Name

- ST-1 Lectern
- ST-2 5 Drawer Lateral File Cabinet
- ST-3 4 Drawer Lateral File Cabinet
- ST-4 Bookcase
- ST-5 Bookcase

ST-1 Lectern



ST-2 5 Drawer Lateral File Cabinet



ST-3 4 Drawer Lateral File Cabinet



ST-4 Bookcase



ST-5 Bookcase



Project: TAPS Admin & Operations
Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

ST-1
Lectern

Mfr to submit the following:

- Finish Sample
- Shop Drawings
- Cut Sheet
- Maintenance Information



Lectern Finish:



1"φ

Manufacturer: Steelcase
Description: Currency lectern
Model:
Finish: Laminate: Acacia LPL
Dimensions: D 18.75" W 23.5" H 48"
Product website:
Project Notes: -

Project: TAPS Admin & Operations
Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

ST-2

5 Drawer Lat. File

Mfr to submit the following:

Finish Sample Shop Drawings Cut Sheet Maintenance Information



Manufacturer: Universal Lateral Files
Description: 42"W 5 Drawer Lateral File
Model:
Finish: Platinum Metallic
Dimensions: D 18" W 42" H 65.5"
Product website: <https://www.steelcase.com/products/systems-storage/universal-storage/>
Project Notes: -

Project: TAPS Admin & Operations
Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

ST-3

4 Drawer Lat. File

Mfr to submit the following:

Finish Sample Shop Drawings Cut Sheet Maintenance Information



Finish:



Manufacturer: Universal Lateral File
Description: 42" W 4 Drawer Lateral File
Model:
Finish: Platinum Metallic
Dimensions: D 18" W 42" H 52"
Product website: <https://www.steelcase.com/products/systems-storage/universal-storage/>
Project Notes: -

Project: TAPS Admin & Operations
Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

ST-4

Bookcase

Mfr to submit the following:

Finish Sample Shop Drawings Cut Sheet Maintenance Information



Finish:



Manufacturer: Universal Bookcase

Description: 6 Shelf Metal Bookcase

Model:

Finish: Platinum Metallic

Dimensions: D 15" W 36" H 83.5"

Product website: <https://www.steelcase.com/products/systems-storage/universal-storage/>

Project Notes: -

Project: TAPS Admin & Operations
Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

ST-4

Bookcase

Mfr to submit the following:

Finish Sample Shop Drawings Cut Sheet Maintenance Information



Finish:



Manufacturer: Universal Bookcase

Description: 4 Shelf Metal Bookcase

Model:

Finish: Platinum Metallic

Dimensions: D 15" W 36" H 53.5"

Product website: <https://www.steelcase.com/products/systems-storage/universal-storage/>

Project Notes: -

Project: TAPS Admin & Operations
Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

Office Desk

<u>Project Tag</u>	<u>Item Name</u>
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DK-1	Desk w/ Return & Credenza
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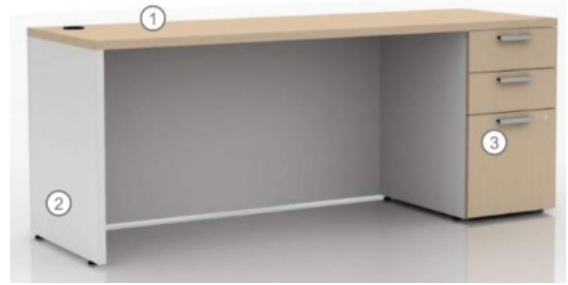
DK-2	Desk
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Project: TAPS Admin & Operations
Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

DK-1 Desk w/ Return & Credenza



DK-2 Desk

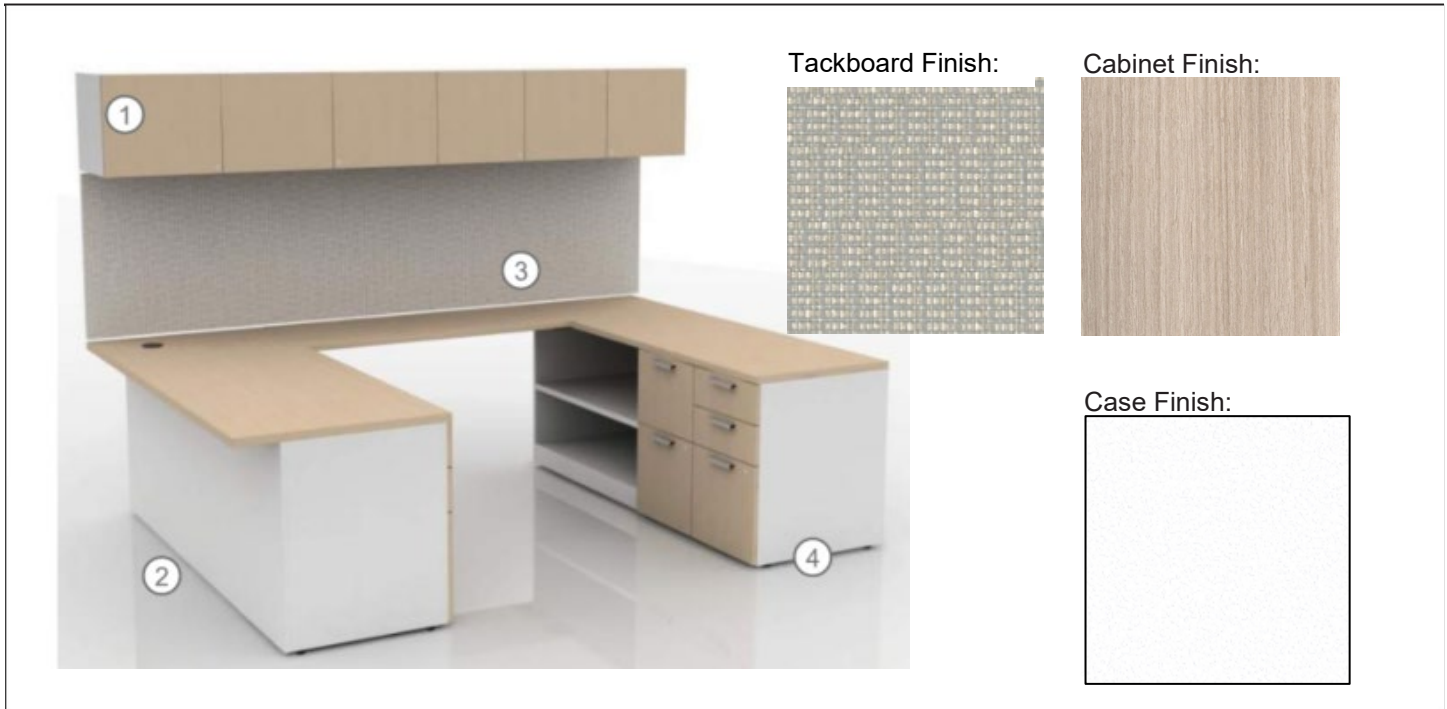


Project: TAPS Admin & Operations
Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

DK-1

Desk w/ Return & Credenza

Mfr to submit the following: Finish Sample Shop Drawings Cut Sheets Maintenance Information



Manufacturer: Steelcase

Description: 30"x72" Desk w/ overhang w/ fixed pedestal (box/box/file). Grommet on main desk. 18"x48" Return Surface with an opening for access to the wall. 24"x72" Credenza w/ storage (open shelving, box/box/file, file/file). 102"x26" Tackboard, wall mounted. 102"W Overhead hinged doors storage.

Model: Currency

Finish: Top Surface & Storage faces – Acacia LPL
Case Finish – Arctic White LPL
Tackboard – Sprite Linen 5543
Pulls – Ledge Pull, Polished Chrome

Dimensions: D 102" W 72" H 29.5"

Product website: <https://www.steelcase.com/products/desk-systems/currency/>

Project Notes:

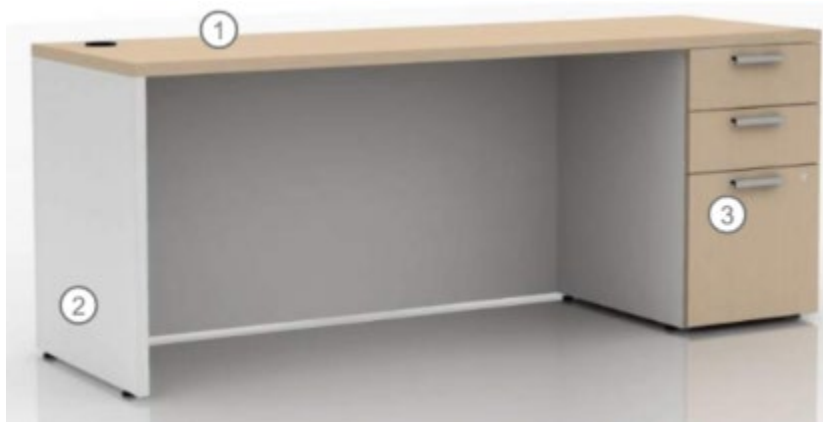
Project: TAPS Admin & Operations
Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

DK-2

Desk

Mfr to submit the following:

Finish Sample Shop Drawings Cut Sheet Maintenance Information



Top Finish:



Case Finish:



Manufacturer: Steelcase

Description: 30" x 72" Single Desk w/ overhang with right BBF w/ Grommet

Model: Currency - CRDSKSPR

Finish: Box/Box/File and Surface: Acacia LPL
Case: Arctic White LPL
Pulls – Ledge Pull, Polished Chrome

Dimensions: D: 30" W: 72" H: 34"

Product website: <https://www.steelcase.com/products/desk-systems/currency/>

Project Notes:

Project: TAPS Admin & Operations
Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

Workstation

Project Tag Item Name

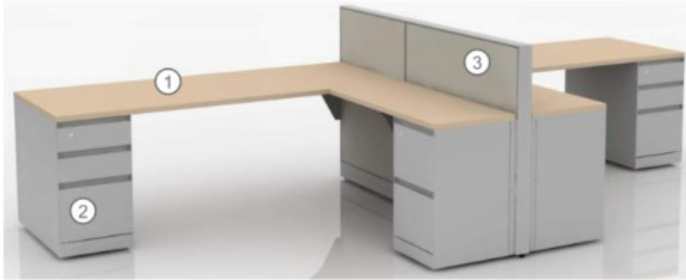
WS-1 Workstation 7' x 6'

WS-2 Workstation 8' x 6'

Project: TAPS Admin & Operations
Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

WS-1

Workstation 7' x 6'



WS-2

Workstation 8' x 6'

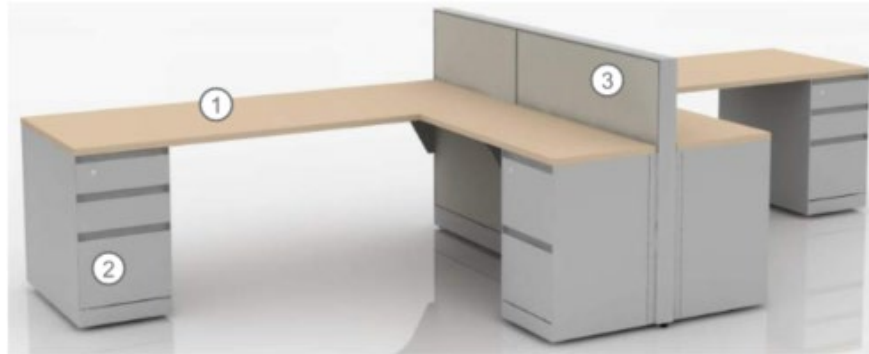


Project: TAPS Admin & Operations Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

WS-1
Workstation 7' x 6'

Mfr to submit the following:

- Finish Sample
- Shop Drawings
- Cut Sheet
- Maintenance Information



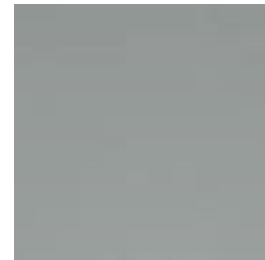
Panels Finish:



Top Surface Finish:



Cabinet Finish:



Manufacturer: Steelcase
Description: Workstation is located at Dispatch. RE: Furniture plans
Products: Answer Workstation – Build up
Finish: Top Worksurfaces – Acacia LPL
Casework – Platinum Metallic
Panels – Sprite Linen 5543

Dimensions: 30" x 78" Worksurface
18" x 42" Return
Box/Box/File Pedestal & File/File Pedestal
42" H Tackable Panels (no power)

Product website: <https://www.steelcase.com/products/desk-systems/answer-panel-systems/>

Power Requirements: No power requirements. Open to wall for power access

Project Notes:

Project: TAPS Admin & Operations
Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

WS-2
Workstation 7' x 6'

Mfr to submit the following:

- Finish Sample Shop Drawings Cut Sheet Maintenance Information



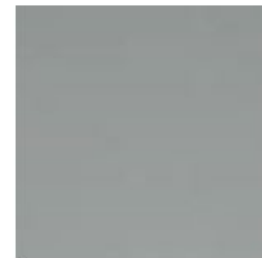
Panels Finish:



Top Surface Finish:



Cabinet Finish:



Manufacturer: Steelcase

Description: Workstation is located at Finance Suite.
RE: Furniture plans

Products: Answer Workstation – Buildup

Dimensions: 30" x 90" Worksurface
18" x 42" Return
Box/Box/File and File/File Pedestal
54" H Tackable Panels (no power)

Finish: Top Worksurfaces – Acacia LPL
Casework – Platinum Metallic
Panels – Sprite Linen 5543

Product website: <https://www.steelcase.com/products/desk-systems/answer-panel-systems/>

Power Requirements: No power requirements

Project Notes:

Project: TAPS Admin & Operations
Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

Outdoor Furniture

Project Tag Item Name

OF-1 Outdoor Furniture

Project: TAPS Admin & Operations
Building
Project #: R315639.02
Issue: Issue for Bid
Issue Date: 01/15/2025

OF-1

Outdoor Furniture

Mfr to submit the following: Finish Sample Shop Drawings Cut Sheets Maintenance Information



Manufacturer: form+configurator

Description: Knight Table Ensemble, one table, two benches w/o seat backs.

Model: STKNI-72NW

Finish: Slat Material: FSC 100% Cumaru Hardwood
Slat Finish: Natural Oiled Finish
Frame Material: Cast Aluminum
Frame Finish: Powdercoat Inner Surfaces, Aluminum Texture; Polished Edges and Clear Top Coat

Dimensions: Table: 72"L x 36"D x 30.4"H
Bench: 72"L x 19.8"D x 18"H

Product website:

Project Notes: Umbrella Hole: Not Included
Mounting: Surface Mount
Weight: 336 lbs



Consolidated Certification Form

This form is to assist subrecipients with managing the federal and state clauses related to the procurement they're interested in completing. This document complies with all pertinent federal and state regulations for each procurement type.

To begin, select the procurement's funding source. If TxDOT is the pass-through entity (Direct Recipient), both Federal and State must be checked.

Federal and State State Only

Federal Clauses – Procurement Types Summary:

All FTA-Assisted Third-Party Contracts and Subcontracts

1. No Federal Government Obligations to Third Parties
2. Access to Third Party Contract Records
3. Changes to Federal Requirements
4. Civil Rights (EEO, Title VI & ADA)
5. Incorporation of FTA Terms
6. Energy Conservation
7. Trafficking in Persons
8. False or Fraudulent Statements or Claims
9. Disadvantaged Business Enterprises (DBE)
10. Fly America
11. Americans with Disabilities Act (ADA) Access
12. Special Notification Requirements for States
13. Safe Operation of Motor Vehicles
14. Federal Tax Liability and Recent Felony Convictions
15. Program Fraud and False or Fraudulent Statements and Related Acts
16. Prompt Payment
17. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
18. Conformance with Intelligent Transportation Systems (ITS) National Architecture
19. Severability

Award Exceeding \$10,000

20. Terminating the Contract
21. Solid Wastes

Award Exceeding \$25,000

22. Debarment and Suspension
23. Resolution of Disputes, Breaches, or Other Litigation

Award Exceeding \$50,000

24. Contracting with the Enemy

Award Exceeding \$100,000

25. Lobbying Restrictions

Award Exceeding \$150,000

26. Environmental Protection (Clean Air and Water Pollution Control)

All FTA-ASSISTED THIRD-PARTY CONTRACTS AND SUBCONTRACTS

1. No Federal Government Commitment or Liability to Third Parties

Except as the Federal Government expressly consents in writing, the Recipient agrees that:

- A. The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third-Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement; and
- B. Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third-Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third-Party Participant or other entity or person that is not a party (FTA or the Recipient) to the Underlying Agreement.

2. Access to Third-Party Contract Records

The Recipient agrees to require, and assures that each of its Subrecipients will require, its Third-Party Contractors at each tier to provide:

- A. The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all Third-Party Contract records (at any tier) as required under 49 U.S.C. § 5325(g); and
- B. Sufficient access to all Third-Party Contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure.
- C. The Recipient 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, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.
- D. The Recipient agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. 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. Changes to Federal Requirements

The Recipient agrees to include notice in each Third-Party Agreement that:

- A. Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and
- B. Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

4. Civil Rights

The Recipient agrees to apply these Federal Civil Rights laws and regulations apply to all contracts.

- A. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to: a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity. b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

- B. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
- C. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
- D. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.
- E. Equal Opportunity: The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.
- i. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
 - ii. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). 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 FTA may issue.
 - iii. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - iv. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, 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 FTA may issue.
 - v. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

5. Incorporation of Federal Transit Administration (FTA) Terms

The provisions within 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 the current FTA Circular 4220 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 Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

6. Energy Conservation

The Recipient agrees to, and assures that its Subrecipients will, comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

7. Trafficking in Persons

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- B. Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- C. Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

8. False or Fraudulent Statements or Claims

A. Civil Fraud. The Recipient acknowledges and agrees that:

- I. Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including 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.
- II. By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government.
- III. The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.

B. Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

9. Disadvantaged Business Enterprises

The contractor or subcontractor 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 DOT-assisted contracts. 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 the recipient deems appropriate, which may include, but is not limited to:

- A. Withholding monthly progress payments;
- B. Assessing sanctions;

C. Liquidated damages; and/or

D. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. §26.13(b).

In accordance with 49 C.F.R. § 26.29(a), Prime contractors agree to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor using direct federal funds, and no later than 10 days from receipt of payment the recipient makes to the prime contractor using state or federal funds pass-through the Texas Department of Transportation (TxDOT) per TxDOT policy.

Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f)(1).

10. Fly America

The recipient agrees to comply with the air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 – 301-10.143.

11. ADA Access

The Recipient agrees to comply with the following federal prohibitions against discrimination based on disability:

A. Federal laws, including:

- I. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities;
- II. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
 - a. For FTA Recipients generally, Titles I, II, and III of the ADA apply; but
 - b. For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer;"
- III. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;
- IV. Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
- V. Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

B. Federal regulations and guidance, including:

- I. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37;
- II. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27;
- III. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38;
- IV. U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39;
- V. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35;
- VI. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36;
- VII. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R.

part 1630;

- VIII. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, subpart F;
- IX. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194;
- X. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609;
- XI. FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and
- XII. Other applicable federal civil rights and nondiscrimination regulations and guidance.

12. Special Notification Requirements for States

- A. Types of Information. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
 - I. The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
 - II. The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
 - III. The amount of federal assistance FTA has provided for a State Program or Project.
- B. Documents. The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

13. Safe Operation of Motor Vehicles

Seat Belt Use

The Contractor is encouraged to adopt and promote 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. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor 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 Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

14. Federal Tax Liability and Recent Felony Convictions

- A. The contractor certifies that it:
 - I. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 - II. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third-Party Agreement with the Third-Party Participant without FTA's written approval.
- B. Flow Down
 - I. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

15. Program Fraud and False or Fraudulent Statements and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it

has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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.

16. Prompt Payment

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. Per Texas Department of Transportation (TxDOT) policy, the 30-day payment window is reduced to 10-days from receipt of payment when the contractor is using state or federal funds pass-through TxDOT to reimburse subcontractors. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed. The contractor must promptly notify the Agency, 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 the Agency.

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

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).
- E. 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).
- D. Telecommunications or video surveillance services provided by such entities or using such equipment.
- E. 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.

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.

18. Conformance with ITS National Architecture

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a

regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

19. Severability

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

Awards Exceeding \$10,000

20. Termination

A. Termination for Convenience

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

B. Termination for Default (Breach or Cause)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency 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 the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

C. Opportunity to Cure

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency 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 Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

D. Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

21. Solid Wastes

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and

establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Awards Exceeding \$25,000

22. Debarment and Suspension

The Recipient agrees to the following:

- A. It will comply with the following requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200.
- B. It will not enter into any "covered transaction" (as that phrase is defined at 2 C.F.R. §§ 180.220 and 1200.220) with any Third-Party Participant that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by—
 - I. U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200;
 - II. U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180; and
 - III. Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended Recipients or Third-Party Participants.
- C. It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 C.F.R. part 1200.
- D. It will ensure that its Third-Party Agreements contain provisions necessary to flow down these suspension and debarment provisions to all lower tier covered transactions.
- E. If the Recipient suspends, debars, or takes any similar action against a Third-Party Participant or individual, the Recipient will provide immediate written notice to the:
 - I. FTA Regional Counsel for the Region in which the Recipient is located or implements the Underlying Agreement;
 - II. FTA Headquarters Manager that administers the Grant or Cooperative Agreement; or
 - III. FTA Chief Counsel.

23. Resolution of Disputes, Breaches, or Other Litigation

A. FTA Interest

FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

B. Notification to FTA; Flow Down Requirement

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its sub-agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

- I. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- II. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- III. Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in

addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

C. Federal Interest in Recovery

The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.

D. Enforcement

The Recipient must pursue its legal rights and remedies available under any Third-Party Agreement or any federal, state, or local law or regulation.

E. Agency Process

*Vendors may view the dispute resolution process here:

Under Section A above.

Awards Exceeding \$50,000

24. Never Contract with the Enemy

The Recipient agrees to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

Awards Exceeding \$100,000

25. Lobbying Restrictions.

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

A. Laws, Regulations, Requirements, and Guidance. This includes:

- I. The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended;
- II. U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended; and
- III. Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature;

and

B. Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.

C. Political Activity. The Recipient agrees to comply with:

- I. The Hatch Act, 5 U.S.C. chapter 15, which limits the political activities of state and local government agencies supported in whole or in part with federal assistance, including the political activities of state and local government officers and employees whose principal governmental employment activities are supported in whole or in part with federal assistance;
- II. U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 C.F.R. part 151; and
- III. 49 U.S.C. § 5323(l)(2) and 23 U.S.C. § 142(g), which limits the applicability of the Hatch Act, as follows:
 - a. The Hatch Act does not apply to nonsupervisory employees of a public transportation system, or any other agency or entity performing related functions, based upon the Award of federal assistance under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2); but
 - b. Notwithstanding the preceding section 4(e)(3)(ii) of this Master Agreement, the Hatch Act does apply to a nonsupervisory employee if imposed for a reason other than the Award of federal assistance to its employer under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2).

D. Lobbying and Disclosure Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Company	Printed Name of Person Completing Form
Date	Signature

Awards Exceeding \$150,000

26. Environmental Protection (Clean Air and Clean Water)

The Recipient agrees to comply with the regulations within the Clean Air Act (42 U.S.C. §§ 7401 - 7671q,) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 - 1388), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 - 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 - 1388). Violations must be reported to the 64 Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

State of Texas Procurement Contract Clauses

State of Texas - Procurement Types Summary:

All Texas-Assisted Third-Party Contracts and Subcontracts

1. Debarment
2. Family Code Child Support Obligation Certification
3. Debts and Delinquencies Affirmations
4. Disaster Recovery Plan
5. Disclosure of Prior State Employment
6. Entities that Boycott Israel
7. Federal Executive Order 13224 Excluded Parties
8. False Statements
9. Financial Participation Prohibited Affirmation
10. Foreign Terrorist Organizations
11. Disaster Relief Contract Violation
12. Public Information Act
13. Signature Authority
14. State Auditor's Right to Audit
15. Suspension and Debarment
16. Assignment
17. Contracting Information Responsibilities
18. Human Trafficking Prohibition
19. Energy Company Boycotts
20. Firearm Entities and Trade Association Discrimination

1. 34 TAC §20.585 Debarment

The Recipient agrees that The State of Texas, in order to protect the interests of the state may:

- A. Conduct an investigation upon a complaint regarding a contractor's acts and omissions in procurement or performance of that contract where the complaint may constitute cause for debarment;
- B. Cancel one or more of the contractor's active or pending contracts upon a complaint regarding the contractor's acts and omissions in procurement or performance of that contract where the complaint may constitute cause for debarment;
- C. Assess actual damages and costs incurred due to contractor's failure to perform as specified in the contract;
- D. Debar a contractor for a specified period of time; and
- E. Take any other action authorized by law.

2. §231.006 Family Code Child Support Obligation Certification

Under Section 231.006(d) of the Texas Family Code, the Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified GRANT and acknowledges that this Agreement may be terminated and payment or grant funds may be withheld if this certification is inaccurate.

3. §2252.903 Gov't Code Debts and Delinquencies Affirmations

Sub-recipient agrees that any payments due it under the Agreement shall be applied toward any debt or delinquency that is owed to the State of Texas.

4. §444.190 Gov't Code Disaster Recovery Plan

In accordance with 13 TAC (Texas Administrative Code) §6.94(a)(9), Sub-recipient shall provide descriptions of its business continuity and disaster recovery plans

5. §2254.033 Gov't Code Disclosure of Prior State Employment

In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, RESPONDENT certifies that it does not employ an individual who has been employed by TxDOT or another agency at any time during the two years preceding the submission of the Response or, in the alternative, RESPONDENT has disclosed in its Response the following:

- A. The nature of the previous employment with TxDOT or the other agency;
- B. The date the employment was terminated; and
- C. The annual rate of compensation for the employment at the time of its termination.

6. §2271.001 Gov't Code Entities that Boycott Israel

Pursuant to Section 2271.001 of the Texas Government Code, Sub-recipient certifies that either:

- A. It meets an exception criterion under Section 2271.002, or
- B. It does not boycott Israel and will not boycott Israel during the term of this Agreement. Sub-recipient shall in a writing to TxDOT state any fact(s) that make it exempt from the boycott certification.

7. Federal Executive Order 13224 Excluded Parties

Sub-recipient certifies that it is not listed on the prohibited vendors list authorized by Executive Order 13224, Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

8. §2155.077(a)(2) Gov't Code False Statements

Sub-recipient represents and warrants that all statements and information prepared and submitted in this document are current, complete, true and accurate. Submitting a false statement or material misrepresentation made during the performance of a contract is a material breach of contract and may void this agreement.

9. §2155.004 Gov't Code Financial Participation Prohibited Affirmation

Under Section 2155.004(b) of the Texas Government Code, Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified agreement/GRANT and acknowledges that this agreement may be terminated, and payment withheld if this certification is inaccurate.

10. §2252.152 Gov't Code Foreign Terrorist Organizations

Sub-recipient represents and warrants that is not engaged in business with Iran, Sudan, or a foreign terrorist organization as prohibited by Section 2252.152 of the Texas Government Code.

11. §2155.006 and 2261.053 Gov't Code Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified agreement/GRANT and acknowledges that this agreement may be terminated and payment withheld if this certification is inaccurate.

12. Chapter 552, Gov't Code and §2252.907 Gov't Code Public Information Act

Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, the Sub-recipient is required to make any information created or exchanged with the State pursuant to the Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is

accessible by the public at no additional charge to the State.

13. §2252.0012 Gov't Code Signature Authority

The Sub-recipient represents and warrants that the individual executing this Agreement is authorized to sign this Agreement on behalf of the Sub-recipient and to bind the Sub-recipient.

14. §2262.154 Gov't Code State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

15. §2155.077 Gov't Code Suspension and Debarment

Sub-recipient certifies that it and its principals are not suspended or debarred from doing business with the State of Texas or federal government as listed on the State of Texas Debarred Vendor List as maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

16. §2262.056 (b) Gov't Code Assignment

Sub-recipient shall not assign its rights under the Agreement or delegate the performance of its duties under the Agreement without prior written approval from the TxDOT. Any attempted assignment in violation of this provision is void and without effect.

17. §552.372 Gov't Code Contracting Information Responsibilities

In accordance with Section 552.372 of the Texas Government Code, Sub-recipient agrees to:

- A. preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to TxDOT for the duration of the Agreement,
- B. promptly provide to TxDOT any contracting information related to the Agreement that is in the custody or possession of the Sub-recipient on request of TxDOT, and
- C. on termination or expiration of the contract, either provide at no cost to TxDOT all contracting information related to the Agreement that is in the custody or possession of the Sub-recipient or preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TxDOT. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Agreement and the Sub-recipient agrees that the Agreement can be terminated if the Sub-recipient knowingly or intentionally fails to comply with a requirement of that subchapter.

18. §2155.0061 Gov't Code Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, the Sub-recipient certifies that the individual or business entity named in the Agreement is not ineligible to receive the specified Agreement/GRANT and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

19. §2274.002 Energy Company Boycotts

If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

20. §2274 Firearm Entities and Trade Association Discrimination

If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

21. §2252.908, 2254.032, 2261.252(b) No Conflict of Interest

Respondent represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

Certification to Purchaser

1. The undersigned vendor certifies that the manufactured good(s) furnished will meet or exceed the specifications, and/or that services rendered will comply with the terms of the solicitation or contract.
2. The undersigned vendor certifies that it has read all of the bid, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

Name of Company:

Address:

Telephone:

SS# or Tax ID#:

Printed Name of Person Completing Form:

Signature

Date:

Description of Commodity Service:

Disadvantaged Business Enterprise Information

Type of Organization (check the application type of organization)

- Sole Proprietorship General Proprietorship Corporation Limited Partnership Limited Proprietorship

Is your firm a DBE? Yes No

If yes, what type?

Third Party Procurement Contract Provisions

Third Party Procurement Contracting Provisions

Select the additional third-party procurement contracting provisions based on the type of solicitation you're procuring:

**Procurements cannot be combined. Example: Construction procurement and Rolling Stock procurement, use separate PTN 130s for each.*

- 1. Construction Related Clauses**
 - Federal and State
 - State Clauses

- 2. Rolling Stock Related Clauses**
 - Federal and State
 - State Clauses

- 3. Professional Services / Architectural Engineering**
 - Federal and State
 - State Clauses

- 4. Materials & Supplies Related Clauses**
 - Federal and State
 - State Clauses

- 5. Operations / Management Related Clauses**
 - Federal and State
 - State Clauses

4a. Federal Materials & Supplies Related Clauses

- A. Cargo Preference
- B. Recycled Products
- C. Termination for Default
 - Awards Exceeding \$150,000
- D. Buy America

A. Cargo Preference

The contractor agrees to comply with the shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 C.F.R. part 381.

B. Recycled Products

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

C. Termination for Default

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Awards Exceeding \$150,000

D. Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements.

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>.

Buy America Certification

Except as the Federal Government determines otherwise in writing, the Recipient agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidance of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with 49 U.S.C. § 5323(j);

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Buy America (Check where Applicable):

- The vendor or offeror hereby certifies it will comply with the requirements of 49 USC 5323(j) and the applicable regulations in 49 CFR 661, providing Buy America compliant manufactured goods or rolling stock.
- The vendor or offeror cannot comply with the requirements 49 USC 5323(j), but may qualify for an exception to the requirement pursuant to the regulations in 49 CFR 661.

Name of Company	Printed Name of Person Completing Form
Date	Signature

Materials and Supplies Related Clauses

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. Vendors are certifying by reference the entire list FTA's current fiscal year Certifications and Assurances (for fiscal year 2024), and shall download the at:

<https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>.

Name of Company	Printed Name of Person Completing Form
Date	Signature

4b. State of Texas Required Clauses: Materials & Supplies Related Clauses

A. Dispute Resolution

A. §2260.004 Gov't Code Dispute Resolution

The Recipient agrees to the dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute under this Agreement.

Materials and Supplies Related Certification

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with State of Texas funds.

Name of Company	Printed Name of Person Completing Form
Date	Signature