



METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TX (METRO)

INVITATION FOR BIDS (IFB)

FOR

PURCHASE AND DELIVERY OF DOOR CONTROLLER PARTS FOR LRV H1

METRO IFB NO. Doc1606430863

Bidder's signature on Invitation for Bids (Section II – Forms for Bidding/Award) constitutes acceptance of a contract that may result from this solicitation. Contract award/execution may be made by METRO without discussion.

IMPORTANT – Notice to Bidder

Submit all responses to and questions regarding this solicitation electronically through METRO's Bonfire hub at <https://www.ridemetro.org/procurement> AND one (1) hardcopy of the bid to the address below.

There is no cost to Contractors to register to submit bids on METRO'S Bonfire hub.

Metropolitan Transit Authority of Harris County, TX
Procurement Division
1900 Main Street
Houston, Texas 77002

Upper Left Corner of Envelope Must Indicate:
Proposer/Contractor Name and Address
Lower Left Corner of Envelope Must Indicate:
Solicitation Number
Due Date
Due Time
Solicitation Title

The Bonfire hub submission shall take precedence over any discrepancies between the hard copy and the Bonfire hub submission. Both the electronic (via Bonfire hub) and hardcopy submittal MUST be received by the deadline specified in the solicitation. A submittal MAY be deemed non-responsive if both the electronic and hardcopy are not received by the deadline specified in this solicitation.

METRO FUNDING 100% FEDERAL FUNDING 0% SMALL BUSINESS GOAL N/A

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SECTION I - BIDDING REQUIREMENTS AND INSTRUCTIONS

1 INVITATION FOR BIDS SUMMARY

IFB NO.: Doc1606430863

IFB ISSUE DATE: June 16, 2025

PROJECT NAME: Purchase and Delivery of Door Controller Parts for LRV H1

ISSUED BY: Metropolitan Transit Authority of Harris County (METRO)

Website: <https://webapps.ridemetro.org/procurement/>

All questions and bid responses to this solicitation must be submitted electronically through METRO's Bonfire hub at <https://www.ridemetro.org/procurement>. Registration on METRO's Bonfire hub is free. Additionally, submit one (1) Original hardcopy delivered in a sealed envelope to the METRO Procurement Office Plan Room, 1900 Main Street, Houston, Texas 77002. Digital signatures accepted.

CONTRACT ADMINISTRATOR: Fatima Rubio
Contract Administrator
Procurement Services
1900 Main Street, 8th Floor
Houston, Texas 77002
Email: fr14@ridemetro.org
Phone: (713) 652-8045

NOTE TO BIDDERS: BIDDERS ARE RESPONSIBLE FOR ALL INFORMATION IN THIS SOLICITATION, HOWEVER, PLEASE PAY PARTICULAR ATTENTION TO INFORMATION SHADED IN GRAY.

BID SUBMISSION/RECEIPT: Sealed bids in original form for work or item(s) described herein will be submitted through METRO's Bonfire hub at <https://www.ridemetro.org/procurement> and MUST be received by **2:00 p.m.** Central Standard Time (CST) on **Wednesday, July 9, 2025**. Additionally, ONE (1) ORIGINAL HARDCOPY: Deliver in a sealed envelope bearing the name and address of the Bidder and the identification 'Invitation for Bids' No. Doc1606430863 to the METRO Procurement Office Plan Room, 1900 Main Street, Houston, Texas 77002.

Both the electronic (via Bonfire hub) and hardcopy submittal MUST be received by the deadline specified in the solicitation. A submittal MAY be deemed non-responsive if both the electronic and hardcopy are not received by the deadline specified in this solicitation. See additional submission requirements below in Article 2, 'Instructions for Bidders.'

BID OPENING: Bids will be opened publicly and read aloud at **10:00 a.m. CST on Thursday July 10, 2025**. The opening will be recorded. **Bidders can watch the bid opening live at:**

MS Teams Link: [Join Microsoft Teams Meeting](#)
Dial-In Telephone No.: [+1 281-925-7469](tel:+12819257469)
Conference ID: 246 022 158 #

APPROVAL OF CONTRACT: If required by the METRO Procurement Manual, award of a contract evolving from this solicitation shall be contingent upon the prior receipt of written approval from the METRO Board of Directors. No contractual agreement shall be binding on METRO until this approval has been obtained. It shall be the responsibility of firms responding to this solicitation to monitor Board award decisions. All persons and/or entities responding to this solicitation hereby acknowledge the contract award requirement enumerated in this Paragraph. Anticipated Board Items are posted on METRO's web site at <https://www.ridemetro.org/Pages/BoardMeetingsAndNotices.aspx>

BID EVALUATION AND AWARD: For the purposes of award, METRO will consider the total bid amount of individual items. An award of a firm fixed price contract(s), if awarded, will be made to the responsive responsible bidder whose bid conforms to the requirements of this Solicitation. The lowest price bidder is not guaranteed that it will receive the METRO contract award.

METRO reserves the right to award multiple contracts if in METRO's best interest.

METRO reserves the right to reject any and all bids, to waive any informalities in bids received and the right to reject all nonconforming, non-responsive or conditional bids. Unless stated elsewhere in this solicitation, the bidding of equivalents is not permitted and will be cause for bid rejection. Alternate/multiple bids will not be considered. Bids in which prices are obviously unbalanced may be rejected. Bids containing apparent clerical mistakes such as discrepancy between unit bid price and the price extension or the sum of the extended amounts and the total bid price, or other apparent clerical mistakes, will be resolved by the Contract Administrator in accordance with the 'Errors in Bids' procedures contained in METRO's Procurement Manual in Chapter 4.

CONFLICTS DISCLOSURE: Vendors doing business with METRO or seeking to do business with METRO are required to file a completed questionnaire (FORM CIQ) disclosing the vendor's affiliations or business relationship with any Board Member, local government officer (or his or her family member). Form CIQ is available on METRO's website at <https://www.ridemetro.org/Pages/ConflictsDisclosure.aspx>.

DEBARMENT AND SUSPENSION: The bidder certifies, by submission of the bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where the bidder is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to the bid it submits to METRO.

By signing this bid, the Contractor represents the following: (1) the business/company contracting with METRO is in good standing with the state of Texas; (2) the business/company is authorized to transact business in the state of Texas; and (3) the business/company does not have any outstanding debts (including, but not limited to, tax liens) that affect the Contractor's ability to transact business in the state of Texas. If requested by METRO, the Contractor shall provide METRO proof to support the above representations.

DIRECTIONS FOR SUBMITTING BIDS: Bids shall be submitted by delivery or mail in a sealed envelope to the location shown above and on the cover page of this Solicitation. Envelopes containing bids and other bid documents shall be sealed and clearly marked with the Invitation for Bids Number, bid due date and time, and the bidder's company name and address. Electronic, facsimile (fax) or emailed bids are not authorized. With the exception of the Bid Award Form, METRO requests that bids be printed double-sided on recycled paper that contains a minimum post-consumer content of 30% or higher on tree-free paper (i.e., paper made from raw materials other than trees, such as kenaf.)

DISCOUNTS: No discounts for prompt payment will be considered in the evaluation of bids.

DISPUTES: Refer to Section VIII, Article 6, Disputes.

EXPLANATION TO BIDDER/AMENDMENTS: Any explanation desired by a bidder regarding the meaning or interpretation of this Solicitation must be requested in writing and received by METRO **at least seven (7 days) calendar days before the date set to receive bids**. METRO's response will be in the form of an amendment or clarification letter that will be furnished to all prospective bidders. METRO may also issue amendments when a solicitation is changed.

The bidder must acknowledge receipt of every amendment issued by METRO in one of three ways: 1) sign in the space provided on the 'Bid and Award' form in Section II of this Solicitation; 2) sign in the space provided on the actual Amendment form itself and submitting all with the bid; or 3) include a letter of amendment acknowledgement with the bid submission. Oral explanations or instructions given before the award of the contract will not be binding.

LATE BIDS, MODIFICATION OR WITHDRAWAL OF BIDS: Any bid or modification of bid received at the METRO office designated above after the exact time specified for receipt will not be accepted or considered for award of a contract.

OTHER BIDDING INFORMATION: This Solicitation is issued in accordance with METRO's Competitive Bidding Procedures. Any question(s)/issue(s) which may arise not specifically addressed herein will be decided and resolved in accordance with these METRO procedures.

PREPARATION OF BID: A bid shall be signed and submitted on the forms furnished, or copies containing all terms and conditions thereof. Bids received without an original signature or without acknowledgement of receipt of all amendments may be rejected as non-responsive.

PROHIBITION ON LOBBYING: No bidder or proposer shall, directly or indirectly, engage in any conduct (other than the submission of the bid, proposal or other prescribed submissions and/or presentations before the Evaluation or Selection Committees) to influence any employee of METRO or any member of the Metropolitan Transit Authority Board of Directors concerning the award of a contract as a result of this solicitation. Violation of this prohibition may result in disqualification of the bidder or proposer from further participation in the solicitation for the services or goods sought herein or from participation in future METRO solicitations or contracts. The communication blackout period shall commence from the issue of a solicitation through contract award. The Contract Administrator is the only METRO representative authorized to communicate with firms or their representatives during the blackout period.

PROTESTS: A complete copy of the protest procedures can be obtained by submitting a written request to the Contract Administrator for this Solicitation. Each protest or objection to the solicitation documents shall be submitted for resolution to the Chief Procurement Officer. Each such protest shall be in writing and shall be supported by sufficient information as set forth in Chapter 12 of METRO's Procurement Manual to enable the protest to be considered. A protest or objection based upon restrictive specifications, alleged improprieties, terms, conditions or form of a proposed procurement action prior to bid opening, shall be submitted so that it is received by METRO no later than five (5) calendar days prior to the specified bid opening date. A protest concerning award decisions, including bid evaluations, shall be submitted so that it is received within five (5) calendar days after the interested party knows, or through exercise of reasonable diligence should have known, whichever is earlier, of the grounds for the protest, following bid opening.

PUBLIC NOTICE OF SOLICITATION RESULTS: The anticipated METRO Board meeting month for approval of a contract resulting from this solicitation will be forthcoming. It is the responsibility of the bidder to check METRO's website for notices on the specific dates for METRO Board meetings. All bidders of this solicitation and METRO hereby agree that this provision shall serve as the minimum required action by the bidder toward exercising due diligence in obtaining the results of this solicitation. The requirement of approval by the METRO Board of Directors for any particular solicitation is dependent upon several factors. However, all bidders shall be required to check the METRO web site regarding whether or not the solicitation associated with their bid requires approval by the METRO Board of Directors. All persons and/or entities responding to this solicitation hereby acknowledge the public notice of solicitation results enumerated in this Paragraph. METRO Board meeting notices are posted

on METRO's website at: <https://www.ridemetro.org/Pages/BoardMeetingsAndNotices.aspx>

REGISTRATION ON PROCUREMENT WEBSITE: All bidders/proposers **MUST** register on METRO's procurement website at <https://webapps.ridemetro.org/procurement/> to ensure that they receive the latest solicitations and updates via their registered e-mail address.

RESPONSIBLE BIDDER DETERMINATION: Responsible bidders at a minimum must:

- a) Have financial resources adequate to perform the Contract, or ability to obtain such resources as required during the performance of the Contract;
- b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments;
- c) Have a satisfactory record of current and/or past performance;
- d) Have necessary technical and management capability to perform;
- e) Have a satisfactory record of business integrity and ethics;
- f) Certify that it is not on the U.S. General Services Administration's 'Lists of Parties Excluded from Federal Procurement or Non-procurement Programs.' Signing and submitting the bid is so certifying;
- g) Be qualified as an established firm regularly engaged in the type of business to provide the items/work required by this Solicitation; and,
- h) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

A bidder may be requested to submit written evidence verifying that they meet the minimum criteria necessary to be determined as responsible bidder. Refusal to provide requested information will result in the bidder being declared non-responsive, and the bid will be rejected.

SECTION II - FORMS FOR BIDDING/AWARD**1 BID AND AWARD FORM****METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY TEXAS - INVITATION FOR BIDS**

For: Purchase and Delivery of Door Controller Parts for LRV H1

ACKNOWLEDGMENT OF RECEIPT OF BID AMENDMENT(S) (Give number and date of each):

No./Date_____
No./Date_____
No./Date_____
No./Date_____
No./Date**OFFER** (To be completed by Offeror)

In compliance with the above-referenced Invitation for Bids, the undersigned agrees, if this offer is accepted within one hundred twenty (120) calendar days from receipt of bids, to furnish any or all items listed in Section II, 'Bid/Contract Amount, Items and Prices,' upon which prices are offered. The undersigned further agrees to deliver at the designated delivery point and within the time specified in Section III.

This solicitation consists of Sections I through VIII. The resulting contract will consist of this form and Sections II through VIII.

By signing this bid, the bidder/contractor represents the following: (1) the business/company contracting with METRO is in good standing with the state of Texas; (2) the business/company is authorized to transact business in the state of Texas; and (3) the business/company does not have any outstanding debts (including, but not limited to, tax liens) that affect Contractor's ability to transact business in the state of Texas. If requested by METRO, the bidder/contractor shall provide METRO proof to support the above representations.

DISCOUNT FOR PROMPT PAYMENT:

_____% 10 DAYS ____% ____ DAYS

OFFEROR COMPANY NAME AND ADDRESS:

EMAIL: _____

PHONE: () _____ FAX NO.: () _____

SIGNATURE OF OFFEROR:

By: _____

(MUST BE SIGNED BY AUTHORIZED PERSON)

NAME: _____

TITLE: _____

DATE: _____

AWARD (To be completed by METRO)

SUBMIT INVOICES TO:

Metropolitan Transit Authority of Harris County, Attention: Accounts Payable, 5th Floor
P.O. Box 61429, Houston, TX 77208-1429

METRO and the Contractor have executed this Contract, and it shall be effective on the ____ day of _____, 20__.

**METROPOLITAN TRANSIT AUTHORITY
OF HARRIS COUNTY**

Executed for and on behalf of the Metropolitan Transit Authority pursuant to Resolution No. ____ of the Board of Directors or the President and CEO Representative(s) on the day ____ of __, and on file in the office of the Assistant Secretary of the Authority.

CONTRACT NO.: _____

APPROVED BY:

ITEM NO. AWARDED: _____

NAME: _____

AWARD AMOUNT: _____

Michael Kyme - Chief Procurement Officer

BUDGET NO.: 130040

PROJECT MANAGER: _____

NAME: _____

George Fotinos - Chief Financial Officer

APPROVED AS TO FORM:

ATTEST:

NAME: _____

April Greenhouse - Deputy General Counsel

2 BID/CONTRACT AMOUNT, ITEMS AND PRICES

The Bidder agrees to furnish all resources necessary to supply and deliver (FOB Destination) material at the bid price(s) below:

The bid must be submitted in accordance with Section I of this IFB.

ITEM NO.	METRO PART NUMBER	MATERIAL DESCRIPTION	APPROVED MANUFACTURER	MANUFACTURER PART NUMBER	UNIT	EST. QUANTITY	UNIT BID PRICE	EXTENDED BID PRICE
1	1510-004-0027	DOOR CONTROLLER MT24, HOUSTON S70	SIEMENS, BODE CORPORATION	A2872000, 25-004-0025-301N	E A	144		
2	1540-004-0003	DOOR CONTROL UNIT COMMON	BODE CORPORATION, SIEMENS	25-004-0147-302, A9141900	E A	30		

Total Bid Amount: \$ _____

NOTE: Failure to include the restocking fee for return parts will be considered as a zero (0)% restocking fee.

BRAND NAME This is a brand name procurement. Therefore, the bidding of an equivalent product(s) other than the above manufacturers will be caused for bid rejection.

SECTION III - DELIVERIES OR PERFORMANCE ARTICLES

1 ITEMS PURCHASED

The quantities shown in Section II, Article 2, 'Bid/Contract Items and Prices' are estimates only and are not hereby purchased. METRO shall only order from the Contractor the item(s) specified herein that are required by METRO.

2 ORDERING AND DELIVERY REQUIREMENTS

- A. METRO shall issue release orders to purchase item(s) covered by this Contract, with one-time delivery or multiple delivery schedule. Routine delivery of the item(s) shall be made within thirty (30) calendar days from date of Contractor's receipt of verbal/written release order, unless otherwise agreed to by the Contract Administrator and the Contractor. For release orders with multiple delivery schedules, the first delivery shall also be within thirty (30) calendar days and the rest of the scheduled deliveries shall be in accordance with the schedule set forth in the release order. In no instances shall multiple schedule deliveries be delivered earlier than five (5) working days, unless so requested by METRO. The Contractor agrees that it shall at its expense exert every reasonable effort necessary to meet the required delivery schedule.
- B. METRO reserves the right to purchase the items identified in Section II, Article 2, "Bid/Contract Amount, Items and Prices, outside of this Contract in the event the Contractor cannot meet METRO's required delivery date(s) at the time of release order placement or is past due on any release order(s) that has been issued against the Contract.
- C. Release orders issued before Contract expiration requiring delivery after that date shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor's and METRO's rights and obligations with respect to the release order(s) to the same extent as if the release order were completed during the Contract term, provided that the Contractor shall not be required to make any deliveries under this Contract more than sixty (60) calendar days after Contract expiration.
- D. Deliveries made prior to the scheduled delivery date(s) as stated on the Contract Release Order may be accepted or rejected by METRO. In the event an early delivery is accepted, in no instance shall payment be due before the date such would have been due if the delivery had been made as scheduled.
- E. It shall be the responsibility of the Contractor to ensure that release orders are delivered with no over shipments. Any over shipped material may be kept by METRO and charges for these over shipments may be deducted from the Contractor's invoice.
- F. The Contractor shall notify METRO immediately if, at any time it appears that the delivery schedule set forth may not be met. Nothing herein shall be interpreted as waiving remedies otherwise available to METRO.
- G. If METRO requires the item(s) to be shipped by air freight, METRO shall pay any extra cost associated therewith.
- H. The item(s) shall be delivered to the following F.O.B. destination point:

METROPOLITAN TRANSIT AUTHORITY
Fannin Location
1601 W. Belfort
Houston, TX 77054
Telephone No.: (713) 615-6117 or 6119

Deliveries may be made between the hours of 7:00 a.m. and 2:00 p.m., Monday through Friday except on holidays observed by METRO.

3 CONTRACT PERIOD

The Contract term shall be for a period of one (1) years effective _____ date through _____ date, or until the Contract not-to-exceed amount is expended, whichever comes last, at which time the Contract shall be considered complete unless otherwise modified.

4 TEXAS ETHICS COMMISSION (TEC) ELECTRONIC FILING

In the event this Contract requires the approval of METRO's Board of Directors, the Contractor shall submit to METRO, after notification that METRO's Board has authorized the Contract and prior to final execution of the Contract, a completed, signed and notarized Form 1295 generated by the Texas Ethics Commission's (the TEC) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (a Form 1295). The Contractor hereby confirms and agrees to submit such forms with the TEC through its electronic filing application at: <https://www.ethics.state.tx.us/filinginfo/1295/>

SECTION IV - INSPECTION AND ACCEPTANCE ARTICLES

1 INSPECTION

All materials and goods furnished and work performed pursuant to this Contract are subject to inspection by METRO prior to acceptance and or payment by METRO. All materials, goods or work that in the opinion of METRO fail to conform to the required specifications of METRO, or are otherwise determined by METRO to be defective, may, at the discretion of METRO, be rejected and promptly replaced by the Contractor at the Contractor's risk and expense or be refurbished or completed by METRO, the cost of said refurbishing or completion being deductible from any payments made, due or owing to the Contractor.

SECTION V - CONTRACT ADMINISTRATION DATA ARTICLES

1 COMPENSATION

- A. The Contractor shall be compensated for the items ordered and accepted at the firm fixed unit prices as provided in Section II, No. 2, 'Bid/Award form 'Bid/Contract Amount, Items & Prices.'
- B. METRO's total obligation for the satisfactory performance of this Contract shall not exceed _____ and ___/100 Dollars (\$_____. ____), less any prompt payment discount earned or set forth in Paragraph C below.
- C. Prompt payment discount(s): ____%. In connection with any discount offered for prompt payment, time shall be computed from the date of receipt of a properly prepared invoice by METRO or acceptance of all materials and goods furnished and work performed, whichever is later. For the purposes of computing the discount earned, payment shall be considered to have been made on the date that the payment is mailed or the date which an electronic funds transfer was made.
- D. The Contract price is not subject to any adjustment should METRO not order the full quantity described as estimated.

2 INVOICING AND PAYMENT

- A. The Contractor shall submit an original invoice for payment to the address shown below for purchase and delivery of door controller parts for LRV H1, which have been inspected and accepted by METRO:

Sr. Director of Accounting/Controller
METROPOLITAN TRANSIT AUTHORITY
1900 Main St., 5th Floor (77002)
P.O. Box 61429
Houston, Texas 77208-1429

SECTION VI - INSURANCE ARTICLES

1 INDEMNIFICATION AGREEMENT

- A. THE CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS METRO, ITS DIRECTORS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES, FOR BODILY INJURY, SICKNESS, DISEASE OR DEATH OF ANY PERSON, OR FOR DAMAGES TO ANY PROPERTY, INCLUDING CONSEQUENTIAL DAMAGES OR LOSS OF USE THEREOF, BROUGHT OR RECOVERABLE BY THIRD PARTIES AGAINST METRO, ITS DIRECTORS AND/OR EMPLOYEES AND ARISING OUT OF OR RESULTING FROM ANY NEGLIGENT ACT OR OMISSION BY THE CONTRACTOR IN THE PERFORMANCE OF THIS CONTRACT.**
- B. THE INDEMNITY PROVIDED FOR IN THIS ARTICLE SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS OR DAMAGE, CAUSE OF ACTION, SUIT OR LIABILITY BROUGHT OR RECOVERABLE AGAINST METRO, ITS DIRECTORS AND/OR EMPLOYEES TO THE EXTENT THE INJURY, DEATH OR DAMAGE RESULTS SOLELY FROM A GROSS NEGLIGENT ACT OR WILLFUL BEHAVIOR BY METRO.**

SECTION VII - SPECIAL TERMS AND CONDITIONS ARTICLES

1 COMMERCIAL WARRANTY

Unless otherwise required herein, the Contractor's standard commercial warranty shall apply for all materials, goods or work purchased under this contract and warrants that they will be free from defects, will conform to all applicable specifications, and will be suitable for the intended purpose of said materials, goods or work. Neither acceptance of, nor payment for said materials, goods or work shall constitute a waiver or modification of any of the warranties of the Contractor or the rights of METRO thereunder. Upon receipt of a written request by METRO the Contractor shall submit, within fourteen (14) calendar days, a copy of its standard commercial warranty for the item(s) purchased in this Contract.

2 CONFIDENTIALITY AND NONDISCLOSURE

- A. The Contractor acknowledges that in rendering these services, METRO Confidential Information [will or may] be revealed to the Contractor. 'Confidential Information' means non-public, sensitive or proprietary information disclosed before, on or after the effective date, by METRO to the Contractor or its employees, agents, officers, directors, or affiliates. Except as required by applicable federal, state or local law or regulation, Confidential Information does not include information that at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of this Contract, information from a lawful third-party source, and information that was already in the possession of the Contractor. The Contractor shall not use any such Confidential Information without METRO's written permission. The Contractor shall not disclose METRO Confidential Information to any person or entity other than its representatives involved in this Contract.
- B. If the Contractor knows or suspects any misuse or disclosure of METRO Confidential Information, the Contractor will immediately notify METRO and restrict the use and disclosure of such Confidential Information.
- C. On METRO's request, the Contractor shall promptly return or destroy all Confidential Information in its possession.
- D. At any time during the term of this and for a period of three (3) years from the date of expiration of this Contract, at METRO's request, the Contractor shall provide to METRO or its designated agents full access to the Contractor's premises to inspect and audit the relevant books, records, physical and electronic controls to verify the Contractor's compliance with the terms of this clause. Notwithstanding the above, any valid order of disclosure under the Texas Public Information Act shall be lawful if prompt written notice is given to METRO before disclosure. The Contractor understands that disclosure can lead to irreparable harm which injunctive relief alone may not be an adequate remedy. METRO reserves its right to all other remedies available at law.

3 NEW MATERIAL

All supplies, components, materials and equipment to be furnished under this Contract shall be in new and unused condition.

4 PACKAGING AND SHIPPING

- A. All items shall be suitably packaged to prevent damage, distortion or other defects which may occur during shipping, handling and storage.
- B. The Contract number and Delivery Order number shall appear on all containers, packing list and supporting documents.
- C. Single item containers shall be identified with the Delivery Order number part number, and quantity. When multiple Delivery Orders are combined within one container, the items must be separately packaged and the packages identified as to Delivery Order number, part number and quantity.
- D. Separate packing lists shall be required for each delivery order and shall accompany each shipment. When multiple cartons are used, the packing list will show the parts in each carton. Multiple cartons shall be numbered. Example: 1 of 4, 2 of 4, etc.

SECTION VIII - GENERAL TERMS AND CONDITIONS ARTICLES

1 DEFINITIONS

- A. 'METRO' shall mean Metropolitan Transit Authority of Harris County, Texas.
- B. The term 'President & Chief Executive Officer' means the President & Chief Executive Officer of the Metropolitan Transit Authority and the term 'the duly authorized representative' means any person specifically authorized to act for the President & Chief Executive Officer. These representatives are authorized to obligate METRO by executing this Contract, and any modification thereto.
- C. The term 'Contracting Officer' means the Contract Administrator who has been designated the responsibility, by the METRO Chief Procurement Officer, for overall administration of the contract, including the execution of contract modifications.
- D. The term 'Contractor' shall mean the individual, partnership, corporation, organization, or association contracting with METRO to furnish all materials, goods and work defined herein.

2 ACCEPTANCE

Award of this Contract by METRO constitutes a binding contract subject to the terms and conditions set forth herein.

3 AMENDMENTS AND/OR MODIFICATIONS

The parties agree that the terms and conditions of this contract may only be modified and/or amended by mutual agreement between the parties. Said mutually agreed upon amendment and/or modification shall be written and executed by both parties prior to becoming effective.

4 ASSIGNMENT

The rights and obligation of the Contractor under this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way without METRO's prior written consent.

5 CHANGES

- A. The President & Chief Executive Officer or the duly authorized representative may, at any time, by written order, make changes within the general scope of the Contract, in any one or more of the following: in the description of the materials and goods to be furnished and/or work to be performed; time (i.e., hours of the day, days of the week, etc.); and place of performance thereof. If any such change causes an increase or decrease in the cost of, or the time required for performance of any part of the work under this Contract, METRO shall make an equitable adjustment in the Contract price, delivery schedule, or both, and shall modify the Contract accordingly in writing.

6 DISPUTES

Any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement will be decided by the Contracting Officer, who will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer will be final unless, within ten (10) calendar days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the METRO Contract Disputes Appeals Committee. The Contract Disputes Appeals Committee will be designated by the President & Chief Executive Officer and will hear the Contractor's appeal and make a recommendation to the President & Chief Executive Officer for the final decision. In connection with any appeal proceeding under this Article, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of his appeal. The decision of the President & Chief Executive Officer will be final and conclusive with respect to the Contractor's administrative remedies under this Disputes Article. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's decision. This Disputes Article does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Contract, however, shall be construed as making final the decision of any administrative official, representative, or committee on a question of law.

7 DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the performance of this Contract, without prior written consent of METRO's President & Chief Executive Officer. Two (2) copies of any material proposed to be published or distributed shall be submitted to the METRO President & Chief Executive Officer through the Contracting Officer.

8 EQUAL EMPLOYMENT OPPORTUNITY

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex (including gender identity and sexual orientation), disability, or age. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color,

national origin, religion, sex (including gender identity and sexual orientation), disability, or age. Such action shall include but shall not be limited to the following: employment, upgrading, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these provisions.

- B. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion sex, age or national origin.
- C. The Contractor shall notify each labor union with which he has a collective bargaining agreement about this commitment.
- D. The Contractor shall furnish all information and reports required to ensure compliance with this Article; this includes, but is not limited to, Equal Employment Opportunity data reports and Affirmative Action Plans. Said plans shall be consistent with Federal Transit Administration (FTA) Circular 1155.1. Further, the Contractor shall permit access to his books, records, and accounts by representatives of METRO, including its designated agents, for the purposes of investigation and monitoring for compliance with this Article until three (3) years after final payment under this Contract.
- E. In the event of the Contractor's noncompliance with the non-discrimination provisions of this Contract, this Contract may be canceled, terminated or suspended in whole or in part.
- F. The Contractor shall include the terms and conditions of Paragraphs A through F in every subcontract entered into in connection with this Contract.

9 EQUAL OPPORTUNITY FOR VEVRAA PROTECTED VETERANS³

³The definitions set forth in 41 C.F.R. § 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.

- A. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as 'protected veteran(s)') in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:
 - B.
 - 1. Recruitment, advertising, and job application procedures;
 - 2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - 3. Rates of pay or any other form of compensation and changes in compensation;
 - 4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - 5. Leaves of absence, sick leave, or any other leave;
 - 6. Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - 7. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - 8. Activities sponsored by the Contractor including social or recreational programs; or
 - 9. Any other term, condition, or privilege of employment.
 - C. The Contractor agrees to immediately list all employment openings which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, Contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the Contractor's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.
 - D. Listing of employment openings with the appropriate employment service delivery system pursuant to this Clause shall be made

at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a *bona fide* job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in executive orders or regulations regarding non-discrimination in employment.

- E. Whenever a Contractor, other than a state or local governmental Contractor, becomes contractually bound to the listing provisions in Paragraphs 2 and 3 of this Clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) it is a federal Contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The Contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the Contractor official responsible for hiring at each location. The 'Contractor Official' may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the Contractor who can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the Contractor uses any external job search organizations to assist in its hiring, the Contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this Paragraph shall be made simultaneously with the Contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the Contractor shall provide updated information simultaneously with its next job listing. As long as the Contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The Contractor may advise the employment service delivery system when it is no longer bound by this Contract clause.
- F. The provisions of Paragraphs B and C of this Clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.
- G. As used in this Clause:
 - 1. *All employment openings* includes all positions except executive and senior management, those positions that will be filled from within the Contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
 - 2. *Executive and senior management* means: (1) Any employee (a) compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the federal government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.
 - 3. *Positions that will be filled from within the Contractor's organization* means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the Contractor proposes to fill from regularly established 'recall' lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- H. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- I. In the event of the Contractor's noncompliance with the requirements of this Clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- J. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the Contracting Officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The Contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers that can access the electronic posting to such employees, or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes an electronic application process. Such electronic applicant notice must be

conspicuously stored with, or as part of, the electronic application.

- K. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.
- L. The Contractor will include the provisions of this Clause in every subcontractor purchase order of \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.
- M. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.

10 ETHICAL CONDUCT

- A. The METRO Board of Directors has adopted a Code of Ethics governing the conduct of its officers and employees. The Contractor agrees it will familiarize itself with this Code of Ethics and that it will not offer, confer or agree to confer any prohibited benefit as consideration for a METRO Board Member's or employee's decision, opinion, recommendation, vote or other exercise of discretion as a public servant or in exchange for the Board Member's or employee's having exercised his official powers or performed his official duties nor will the Contractor participate in any other violation of this Code.
- B. The Contractor is required to maintain those records necessary to prove beyond a reasonable doubt the Contractor's compliance with the METRO Code of Ethics Policy. METRO shall have the right to review for the purpose of determining compliance with the Code of Ethics Policy all disbursement records and supporting documents including invoices, payment vouchers, employee expense reports and petty cash records.
- C. Breach of this Article by the Contractor may result in termination of the Contract and exclusion of the Contractor from future contracts with METRO for a period of time determined by the METRO Board of Directors.
- D. METRO'S ETHICS AND SAFETY HOTLINE is a reporting system, administered by a third-party vendor, by which employees, Contractors, and others may report concerns or complaints they may have about improper conduct or safety conditions at METRO. Employees and Contractors may report confidentially and anonymously if desired, free of any retaliation. This reporting mechanism satisfies the Federal Transit Administration's Employee Safety Reporting Program Rule requirements (49 CFR 673.23(b), 673.27 (b) and 673.29 (b)). Employees and Contractors may submit a report to the Hotline through one of the following methods: Toll-Free: 1-888-60-REPORT (888-607-37678); Fax: 215-689-3885; Website: www.Lighthouse-services.com/ridemetro; E-Mail: reports@lighthouse-services.com.

11 FORCE MAJEURE

- A. To the extent that the Contractor shall be wholly or partially prevented from its performance within the terms specified of any obligation or duty placed on the Contractor by reason of or through riot, acts of war, acts of terrorism, insurrection, by order of court, legislative action, act of God, or specific cause reasonably beyond parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty may be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with METRO.
- B. In the event the Contractor seeks to characterize an event as a 'Force Majeure Event,' the Contractor shall have the obligation to immediately notify METRO at the time the Contractor becomes aware of said Force Majeure event. Further, the Contractor shall have the obligation to provide METRO with written notice upon the cessation of said Force Majeure event.

12 INTERPRETATION, JURISDICTION AND VENUE

This Contract shall be construed and interpreted solely in accordance with the laws of the state of Texas. Venue of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas.

13 METRO DELAY OF WORK

- A. If the performance of all or any part of the work is delayed or interrupted by an act of the Contracting Officer in the administration of this Contract, which act is not expressly or implicitly authorized by this Contract, or by his failure to act within the time specified in this Contract (or within a reasonable time if no time is specified), an adjustment (excluding profit) shall be made for any increase in the cost of performance of this Contract caused by such delay or interruption. However, no adjustment shall be made under this Article for any delay or interruption (i) to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or (ii) for which an adjustment is provided or excluded under any other provision of this Contract.
- B. No claim under this Article shall be allowed (i) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and (ii) unless the claim, in an amount stated,

is asserted in writing as soon as practicable after the termination of such delay or interruption, but not later than the date of final payment under the Contract.

14 PAYMENTS AND DISCOUNTS

The Contractor shall submit the original and one (1) copy of each invoice containing the following information: Contract Number; item number; description of materials, goods, services; unit prices; and extended amount. Payment will be made to the Contractor within thirty (30) calendar days after receipt of the invoice or acceptance of all materials and goods furnished and work performed, whichever is later. For the purpose of earning any discounts, payment is deemed to be made on the date the METRO check is mailed. Partial payments may be authorized. Interest on payments under this Contract shall accrue and be paid only in accordance with Texas Government Code, Title 10, Chapter 2251, which shall be the Contractor's sole remedy under this Paragraph.

15 PROHIBITED INTEREST

No member, officer or employee of METRO, or of any other local public body having jurisdiction over METRO, shall during his tenure or for one year thereafter, have any interest direct or indirect, in this Contract or the proceeds thereof.

16 TERMINATION FOR CONVENIENCE OF METRO

- A. METRO may terminate this Contract at any time after award of the Contract by written notice to the Contractor if METRO determines that such termination is in its best interest. Upon receipt of written notice of termination, the Contractor shall cease performance to the extent specified in the notice of termination. In the event of termination in whole, the Contractor shall prepare a final invoice within thirty (30) calendar days of such termination reflecting the service(s) actually furnished pursuant to the Contract and to the satisfaction of METRO, that have not appeared on any previous invoice.
- B. METRO agrees to pay the Contractor, in accordance with the terms of the Contract, for conforming service(s) actually furnished and verifiable costs that have been incurred or will be incurred by the termination, which shall be the sole amount owed to the Contractor whether for damages or otherwise, by virtue of the termination of this Contract.

17 TERMINATION FOR DEFAULT

- A. METRO may, subject to Paragraphs D and E below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to perform the services within the time and in the manner specified in this Contract or any extension thereof; or fails to perform any of the other provisions of this Contract.
- B. METRO's right to terminate this Contract may be exercised if the Contractor does not cure the condition or conditions constituting default within ten (10) calendar days (or such longer period as may be authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.
- C. If METRO terminates this Contract, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, services similar to that terminated, and the Contractor will be liable to METRO for any excess costs.
- D. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include:
 - 1. Acts of God or of the public enemy;
 - 2. Fires;
 - 3. Floods;
 - 4. Epidemics;
 - 5. Quarantine restrictions;
 - 6. Unusually severe weather; or
 - 7. Acts of terrorism.

In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

- E. METRO shall pay the Contract price(s) for completed and accepted services. METRO may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect METRO against loss because of outstanding liens or claims of former lien holders.
- F. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and

obligations of the parties shall be the same as if the termination had been issued for the convenience of METRO.

- G. The rights and remedies of METRO under this Article are in addition to any other rights and remedies provided by law or under this Contract.

18 TITLE AND RISK OF LOSS

Title to all deliverables covered by this Contract shall pass to METRO upon acceptance. Notwithstanding the above, the Contractor shall not be liable for loss or damage to deliverables caused by the negligence of officers, agents, or employees of METRO acting within the scope of their employment.

19 PUBLIC INFORMATION ACT

Subject to the exceptions specified herein, and in the Texas Transportation Code ("Code"), all written and electronic correspondence and information submitted to METRO during this procurement process, whether included in the Proposal or otherwise submitted, become a matter of public record, subject to Texas Government Code, Chapter 552, as amended from time to time (the "Public Information Act" or the "Act"). Proposers should familiarize themselves with the provisions of the Act requiring disclosure of public information, and exceptions thereto.

Each Proposer, by submitting a Proposal to METRO in response to the RFP, consents to the disclosures described in this RFP, including the disclosures in this Section VIII and all other disclosures required by law, and expressly waives any right to contest, impede, prevent or delay such disclosure, or to initiate any proceeding that may have the effect of impeding, preventing or delaying such disclosure, under the Act or any other law relating to the confidentiality or disclosure of information. Under no circumstances will METRO be responsible or liable to a Proposer or any other party as a result of disclosing any such materials.

[Pursuant to Tex. Gov't Code § 552.372(b), unless § 552.374 applies, a solicitation for a contract for goods or services that has a stated expenditure of \$1 million in public funds or that results in the expenditure of \$1 million in public funds in a fiscal year, shall include the following statement: By submitting its Proposal, Proposer certifies that the requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP, and the Proposer agrees that the contract can be terminated if the Proposer knowingly or intentionally fails to comply with a requirement of that subchapter.]

20 FIREARM ENTITY AND TRADE ASSOCIATION DISCRIMINATION CERTIFICATION AND PROHIBITION

[Tex. Gov't Code § 2274.002 requires that a contract between METRO and a company with 10 or more employees that has a value of \$100,000 or more and is to be paid wholly or partly from METRO funds include the following provisions:]

- A. For the purposes of this Article 20, the following terms are defined as set forth below:

1. "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exist to make a profit. The term does not include a sole proprietorship.
3. "Discriminate against a firearm entity or firearm trade association":

- a. means, with respect to the entity or association, to:

- (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

- (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

- (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

- b. Does not include:

- (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and

- (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

- (i) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

- (ii) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

4. "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.

5. "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.

6. "Firearm entity" means (A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and (B) a sport shooting range as defined by Section 250.001, Local Government Code.

7. "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that (A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual; (B) has two or more firearm entities as members; and (C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

B. Contractor hereby certifies that neither Contractor nor any for-profit wholly owned subsidiaries, majority owned subsidiaries, parent companies, or affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association.

C. Contractor represents and warrants that Contractor and its for-profit wholly owned subsidiaries, majority owned subsidiaries, parent companies, and affiliates shall not discriminate during the term of this Contract against a firearm entity or firearm trade association.

21 ISRAEL BOYCOTT CERTIFICATION AND PROHIBITION

[Tex. Gov't Code § 2271.002 requires that a contract between METRO and a company with 10 or more employees that has a value of \$100,000 or more and is to be paid wholly or partly from METRO funds include the following provisions:]

A. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

B. Contractor hereby certifies that neither Contractor nor any wholly owned subsidiaries, majority owned subsidiaries, parent companies, or for-profit affiliates Boycott Israel.

C. Contractor represents and warrants that Contractor and its wholly owned subsidiaries, majority owned subsidiaries, parent companies, and for-profit affiliates shall not Boycott Israel during the term of this Contract.

22 ENERGY COMPANY BOYCOTT CERTIFICATION AND PROHIBITION

[Tex. Gov't Code § 2274.002 requires that a contract between METRO and a company with 10 or more employees that has a value of \$100,000 or more and is to be paid wholly or partly from METRO funds include the following provisions:]

A. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

1. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or.

2. does business with a company described by subsection (i).

B. For the purposes of this Section 22, "company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit. The term does not include a sole proprietorship.

C. Contractor hereby certifies that neither Contractor nor any for-profit wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate boycotts energy companies.

D. Contractor represents and warrants that Contractor and its for-profit wholly owned subsidiaries, majority-owned subsidiaries, parent companies, and affiliates shall not boycott energy companies during the term of this Contract.

23 COVID-19 VACCINE PASSPORT PROHIBITION

[If state funds will be utilized for the project/services, include the following.]

Contractor certifies that it is not ineligible to be awarded this Contract under Section 161.0085 of the Texas Health and Safety Code.

24 ENTIRE AGREEMENT

This Contract and attached Exhibits, if any, constitute the entire agreement between the parties and shall supersede all prior offers, negotiations, exceptions and understandings, whether oral or written, between the parties hereto. No modification of this Contract (including any change in the work) shall be binding upon METRO or the Contractor unless evidenced by a written modification issued pursuant to the 'Changes Provision' or by other written order modification hereof, as appropriate.